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Sent: Tuesday, April 12, 2011 6:02 PM
To: Van Duyne, Sheree
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Subject: Freedom of Information Online Request Form

Information:

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Required copies of the records: Yes

List of specific record(s):
Copies of current collective bargaining agreements--or if no current agreement exists, the last agreed upon contract-- between the Port Authority and unions representing Port Authority employees. If possible, I would like the records in electronic form, either e-mailed or saved to a diskette or CD.

Memorandum of Agreement

Between

**The Port Authority
of New York and New Jersey**

and

**The Maintenance
Division of the Building
and Construction Trades Council
of Greater New York**

March 4, 2002 – October 3, 2006

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MEMORANDUM OF AGREEMENT executed this 1ST day of DECEMBER, 2003, between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") and the MAINTENANCE DIVISION OF THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK (the "Union" or "BTU");

WHEREAS, the BTU is the recognized representative of all Port Authority employees in the position classification listed on Exhibit "A" attached hereto (the "covered membership"); and

WHEREAS, the Port Authority has, in response to proposals made by the BTU, determined to make changes in respect to the covered membership's wages, benefits, and other terms and conditions of employment; and

WHEREAS, this Memorandum of Agreement is entered into pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I. SALARIES AND SALARY RANGES

Effective March 4, 2002, March 4, 2003, March 4, 2004, and March 4, 2005, the salary ranges of the covered membership will be as shown on the schedules attached hereto as Exhibits "B-1" and "B-2".

The Port Authority agrees to re-enforce its present practice concerning the prompt payment to employees in the covered membership of any monies due from in grade increases, promotions, etc. In the event payment is not received within a reasonable period of time (two pay periods), the employee may appeal to his/her supervisor to expedite payment. In the event payment is not forthcoming, the employee may appeal to the Labor Relations Manager, Labor Relations Department, to seek final resolution.

ARTICLE II. SHIFT DIFFERENTIALS

Shift differentials shall be as set forth in Exhibit C attached hereto. No shift differential payments will be earned, or paid, for hours worked during day tours on weekdays.

During the term of this Memorandum of Agreement, the Port Authority will not pay shift differentials for any hours for which an employee is compensated at overtime rates, except as provided by applicable law.

ARTICLE III. SERVICE INCENTIVE

Effective during the term of this Memorandum of Agreement, employees with fifteen years of Port Authority service will receive a longevity payment of 1.5% of base salary payable in bi-weekly installments; employees with twenty years will receive 2.5%; and, employees with twenty-five years of service will receive 4.0%.

ARTICLE IV. HEALTH BENEFITS

During the term of this Memorandum of Agreement, the Port Authority will provide and/or make available health benefits as set forth below:

A. All employees hired into the covered membership after the date of the execution of this Memorandum of Agreement may, at no cost to the employee, elect to enroll only in -

the Point-of-Service/ Preferred Provider Organization (currently United Health Care) made available by the Port Authority or;

a Health Maintenance Organization as set forth in paragraph E below.

B. Employees in the covered membership as of the execution of this Memorandum of Agreement may elect to enroll in -

The Point-of-Service/ Preferred Provider Organization (currently United Health Care) at no cost to the employee, or;

A Health Maintenance Organization as set forth in paragraph E below at no cost to the employee, or;

Elect to remain in the traditional Indemnity Plan. However, those employees in the covered membership who elect to remain in the traditional Indemnity Plan shall be required to annually contribute an amount dependent upon the type of Indemnity Plan coverage they have chosen. The employee contribution will be under the same conditions as management employees. As of the date of the execution of this Memorandum of Agreement, that employee contribution is $2,860 annually ($110 bi-weekly) for employees who select individual coverage or $4,758 annually ($183 bi-weekly) for employees who select family coverage. The following additional provisions shall apply to employees in the covered membership who select coverage under the Indemnity Plan:

1. A "pre-tax option" will be available.

2. The Port Authority will provide payment of 'reasonable and customary' surgical fees incurred by such employees.

3. The Port Authority will provide for out-patient hospital care for sudden and serious illness and blood handling charges for all such active employees.

4. Dependent children of such active employees over age 19 will be covered under the Group Health Benefits of Indemnity Plan to the extent permitted by the group insurance contracts and policies. Such coverage will be paid by the Port Authority.

5. The Port Authority will provide basic hospital medical coverage for alcoholism rehabilitation.

6. The Port Authority will provide hospital coverage for nursery care.

7. The Port Authority will provide major medical coverage for speech therapy as defined in the current Prudential Major Medical Group Health contract.

8. The Port Authority will provide coverage for hospital in-patient diagnostic treatment.

9. Such employees who select the Indemnity Plan shall be subject to an annual deductible under the major medical coverage provisions of the Indemnity Plan. Such deductible will be $50.00 per person and $100.00 per family. Covered major medical expenditures in excess of $5,000 in a calendar year will be reimbursed 100%.

C. The BTU may, at its option, continue additional coverage member locals have heretofore elected. The BTU, or any of its member locals may, at its option, elect additional health insurance coverage for its members and provide for a salary deduction

for such additional coverage to be paid to the insurance carrier of its choice, provided that the carrier is licensed to do business in the State of New York.

D. Management Plan

1) During the term of this Agreement, employees in the covered membership will receive the benefits that are provided to Port Authority management employees ("Management Plan benefits"). As of the date of the execution of this Memorandum of Agreement, those benefits are: the Prescription Drug Plan, and mental and nervous illness coverage. These Management Plan benefits will be made available to employees in the covered membership under the same terms currently provided for Port Authority management employees.

2) Future modifications made to the Management Plan benefits including a Vision Plan and a "Living Options" benefit will automatically apply to employees in the covered membership under the terms then available to Port Authority management employees so long as there is no diminution of said benefits.

E. Current employees in the covered membership shall be permitted to select the HMO options in effect for and on the same basis as Port Authority managerial and professional employees.

F. Effective August 13, 1992, the Port Authority increased the individual major medical lifetime maximum allowance to $1,000,000. Employees in the covered membership who retire on or after August 13, 1992, and their eligible dependents, will have an individual maximum benefit of $50,000 or the remainder of the $1,000,000 benefit provided while an active employee, whichever is greater.

G. Retired Employees:

Effective March 3, 2001, employees in the covered membership who thereafter retire shall take into retirement the health, dental and life insurance benefits coverage available to them at the time of their retirement. Notwithstanding the foregoing, employees in the covered membership with less than twenty-five (25) years of service will contribute 50% of the cost of those plans. Employees in the covered membership

who retire with twenty-five (25) or more years of service and who have chosen to remain in the Indemnity Plan will not be required to contribute towards its cost. For employees who retire and opt for health coverage under one of the HMO's Point of Service or Preferred Provider Organization plans, no contribution for health benefits will be required regardless of length of Port Authority service.

ARTICLE V. DENTAL BENEFITS

A. During the term of this Memorandum of Agreement, the Port Authority will pay for active employees in the covered membership and their eligible dependents, the costs established by the carrier of the Port Authority Group Dental Benefits Plan applicable to such employees and their dependents, including any increases for the present levels of coverage.

B. Effective October 12, 2003, the Port Authority will provide Group Dental Insurance to active employees in the covered membership identical to the Group Dental Insurance currently in effect for such Port Authority management employees hired prior to January 1, 2001. Employees in the covered membership hired on or after October 12, 2003 will receive the Group Dental Insurance that became effective January 1, 2001 for management employees which Group Dental Insurance includes a $2,000 per year maximum benefit per person.

C. During the term of this Memorandum of Agreement, active employees in the covered membership will be eligible to enroll in the Dent-Care Plan currently available to Port Authority managerial employees on the same terms and on the same basis as such managerial employees.

D. During the term of this Memorandum of Agreement, active employees in the covered membership shall be permitted to carry into retirement the Port Authority Group Dental Plan, with the retiree paying the cost thereof.

ARTICLE VI. LIFE INSURANCE

A. During the term of this Memorandum of Agreement, the Port Authority will pay for each active insured employee in the covered membership hired prior to October 6, 1994, the full premium costs of Port Authority Group Term Life Insurance coverage applicable to such employee in an amount equal to three times the employee's base annual salary. Employees hired into the covered membership on or after October 6,1994, will have the Port Authority Group Term Life Insurance coverage in an amount equal to one time the employee's base annual salary, with the option to purchase an additional one or two times the employee's base annual salary at the employee's expense.

B. The term "base annual salary" as used in this section VI shall mean the base salary of an employee in the covered membership during the term of this Memorandum of Agreement adjusted to the next highest multiple of $1,000. With each base salary change for an employee who has maximum coverage under the group policy, group term life insurance coverage will be appropriately adjusted.

C. During the term of this Memorandum of Agreement the Port Authority will assume the premium costs of, and provide $20,000 of paid life insurance at age 65 to those active employees in the covered membership who participate in the Insurance Continuation Plan.

ARTICLE VII. BENEFITS FACT SHEETS

Once each year, employees will be provided with a benefits profile. A representative of the Human Resources Department who is knowledgeable in employee benefits will be available to meet with each local union representative to insure their understanding of the Port Authority benefits.

ARTICLE VIII. NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM

World War II Service Benefits - The Port Authority has elected to provide to eligible employees in the covered membership the benefits for World War II service as set forth in subdivision k of Section 41 of the New York Retirement and Social Security Law.

Career Retirement Plan - The Port Authority has elected to provide its eligible employees the "Improved Career Retirement Plan for Employees of Participating Employers" established by Section 75-I of the New York Retirement and Social Security Law.

ARTICLE IX. LONG-TERM DISABILITY

Effective October 6, 1994, employees in the covered membership with more than one year of Port Authority service will be covered under the Port Authority's Long-Term Disability Program. Under this program, a covered employee who is permanently disabled due to a non-job connected illness or injury is eligible to receive up to 60% of his/her annual base pay to age 65 from a combination of sources, including any New York State and Local Employees Retirement System Ordinary Disability and Social Security Act benefits (and any other relevant payments), with the difference up to the 60% maximum (but not more than 50% of base salary) to be provided by the Port Authority.

ARTICLE X. SENIORITY AND TRANSFERS

During the term of this Memorandum of Agreement, shop stewards will be entitled to first choice on vacations and work schedules or tours as vacancies occur.

The current procedures for the submission of transfers will remain in effect, except that each individual local will be permitted to administer its own transfer list if it wishes to do so by requesting so in writing to the Manager, Employment Division, with a copy to the Labor Relations Manager, Labor Relations Department. The present procedures for the submission of transfers will remain in effect, except that the provision that an

employee may, after being assigned to and actually working at a facility, submit a transfer application after one day of service at the facility.

ARTICLE XI. PROVISIONAL APPOINTMENTS

Any excess position that is filled either consecutively or cumulatively for eighteen months will either be filled permanently or discontinued thirty days thereafter. The Manager, Employment Division, will review all excess positions within twelve months after any such position was filled on a provisional basis.

At the request of a BTU Business Agent, the Labor Relations Manager of the Labor Relations Department will meet to review, quarterly, provisional assignments to insure that appropriate Port Authority policies and procedures are being followed with respect to said provisional assignments.

ARTICLE XII. SUBSTITUTION

During the term of this Memorandum of Agreement, substitution time for employees in the covered membership will be a maximum of thirty cumulative days throughout the year. Employees substituting in excess of thirty days will be paid for such days, commencing on the thirty-first day, at the rate applicable to employees in the class worked.

ARTICLE XIII. MUTUAL SWAPS

Effective with the execution of this Memorandum of Agreement, BTU personnel within the same title shall have the option to work two consecutive shifts (16 hours) for the purpose of completing a mutual swap. This will be allowed to the extent permitted by law, provided such mutual swaps are limited to two exchanges per employee per month, excluding emergencies, with the limitation counting against the initiator of the swap. Once mutual swaps are approved, the swap becomes part of the employees' schedule and they are responsible for completing the agreed-to swap.

ARTICLE XIV. OVERTIME

A. The overtime policy and procedure will be as set forth in Exhibit "D" attached hereto.

B. Periodic manpower studies will be conducted to determine whether incumbents in a particular job classification are in the main performing functions within that specification.

C. BTU Shop Stewards shall be given access to overtime equalization charts for employees in the covered membership within 24 hours (one business day) of a request to facility management.

D. Compensatory Time - during the term of the Agreement, the maximum number of overtime hours that can be banked shall be limited to 160 hours. The only hours that may be banked are those hours actually worked in excess of 40 hours work in a workweek (*i.e.*, Fair Labor Standards Act overtime hours). Employees may elect on a weekly basis to bank FLSA overtime hours in their compensatory time bank. Employees shall also have the option to cash in all or part of their compensatory time bank at stated times during each quarter of the calendar year.

E. Effective as of the date of the execution of this Memorandum of Agreement, sixteen (16) hours of compensatory time per calendar year may be converted to personal excused time. Employees may request this personal time off for reasons of their own personal choice, for example, Good Friday, Yom Kippur, employee birthday, wedding anniversary, etc., and the request will not be unreasonably denied. Supervisors will make every reasonable attempt to grant personal excused time when requested.

F. Effective as of the date of the execution of this Memorandum of Agreement, facility management, shall, on Wednesday mornings, post in the designated shop area the updated overtime rosters. The rosters shall include all overtime hours worked and refused. A copy of the rosters shall be provided to the BTU Shop Steward at the same time.

G. No requests for personal excused time will be granted on Port Authority holidays as listed in the Holiday PAI (20-3.02) dated 6/7/71, without the prior approval of the employee's supervisor, unless due to a verified personal emergency.

ARTICLE XV. GRIEVANCE PROCEDURE

The grievance procedure outlined in Exhibit "E" attached hereto will be applicable to employees in the covered membership.

ARTICLE XVI. VACATION ALLOWANCE

A. During the term of this Memorandum of Agreement, vacation policies and procedures for employees in the covered membership shall be in accordance with PAI 20-3.01, Vacations, dated October 17, 1974, attached hereto as Exhibit "F". Effective as of the date of the execution of this Memorandum of Agreement, employees will be permitted, subject to the approval of facility management, to schedule current year vacation into the succeeding year when the start of a vacation period overlaps into the succeeding year. For example, if approved by facility management, an employee would be permitted to take 2002 vacation during the last pay period of 2002 even if some of the days overlap into calendar year 2003.

B. During the term of this Agreement, vacation allowances for employees in the covered membership shall be in accordance with the schedule of vacation allowances attached hereto as Exhibit "G".

C. Employees in the covered membership may be scheduled for a single day vacation so long as reasonable notice is given prior to the day that such single day vacation is sought and such employee's supervisor agrees to such day.

ARTICLE XVII. EXCUSED ABSENCES

During the term of this Memorandum of Agreement up to December 31, 1994, each employee in the covered membership will be entitled to receive up to a total of two (2) days of personal excused time during each full calendar year. Excused time other than personal excused time will only be granted for death in family, time off to vote, jury

duty or other subpoena, and military leave. An employee requesting personal excused time should give as much notice as possible in order to avoid scheduling conflicts. Requests by an employee for personal time shall not be unreasonably denied. Effective January 1, 1995, each employee in the covered membership will be entitled to receive up to a total of three (3) days of personal excused time during each full calendar year.

ARTICLE XVIII. HOLIDAYS

A. Effective as of the date of the execution of this Memorandum of Agreement, an employee in the covered membership who works on a Port Authority holiday as part of his normal schedule will be given the option of receiving payment at time and one-half, or payment of one-half time plus a substitute day off, as selected by the employee and approved by his/her supervisor.

B. During the term of this Memorandum of Agreement, employees in the covered membership will be granted the day after Thanksgiving as a holiday instead of Election Day.

C. Effective January 1993, employees in the covered membership will have Martin Luther King Day as an additional holiday.

ARTICLE XIX. SICK ABSENCE

A. Except as provided in paragraph B, below, during the term of this Memorandum of Agreement, the Sick Absence Control Program described in Exhibit "H" attached hereto shall apply to employees in the covered membership. Absence due to verifiable out-patient surgery where no hospitalization is involved, but post-operative recuperation is required, will be excluded in computing "points" thereunder.

B. The following shall apply to employees hired into the covered membership after October 6, 1994:

1) Employees hired into the covered membership after October 6, 1994 will accrue sick leave of ten days per year.

2) Unused sick leave will be accumulated in a bank. If an employee during his/her first year in the sick bank plan, experiences a catastrophic illness thereby exhausting banked sick days, an extension of sick leave days beyond regular banked allowances can be requested in writing by the appropriate BTU Business Agent to the Labor Relations Manager of the Labor Relations Department, for a final written determination. Employees in the sick bank plan who retire from Port Authority service in good standing after October 6, 1994, may receive $30 per day for each unused sick day accumulated in their sick bank to a maximum of $1,500, provided that a minimum of fifteen days have accumulated in said sick bank and only those existing unused sick days in excess of said fifteen days shall be compensable.

3) Effective as of the date of the execution of this Memorandum of Agreement, all employees who were hired into the covered membership on or after October 6, 1994 who use no more than fifteen (15) days of sick leave over a three (3) year period shall automatically convert to the schedule of allowance coverage, as outlined in Exhibit H of the contract.

C. A recurring sick absence attributable to an IOD when the employee's return to work was "conditionally approved" by the Port Authority Office of Medical Services will not be subjected to the "seven work days" rule and will not be included in computing sick absence control program points. In computing points, sick absences resulting in hospitalization and sick absences caused and directly related to an IOD shall also be excluded.

ARTICLE XX. LEAD PAY

During the term of this Memorandum of Agreement, an employee in the covered membership required to work in a lead capacity will receive lead pay differential as a per day rate of 5% of base hourly pay as set forth in Exhibit "B".

For the purpose of this section, "lead capacity" will be as described in Information Bulletin No. 28 (Revised), dated June 14, 1971, attached hereto as Exhibit "I", except that the individuals subject to the direct supervision of the lead employee need not be Port

Authority employees in order for an employee to be designated in a lead capacity. For example, an employee can qualify for lead pay when leading employees of a contractor so long as all of the following criteria, along with those set forth in Exhibit I attached hereto, are met: the employee must be assigned to the job by a Port Authority supervisor; the job must involve direct supervision of the non-employees; and, the employee must sign off on the work performed by the non-employees.

ARTICLE XXI. HEIGHT PAY

All work performed during any day in hoisting devices or fixed scaffolding in excess of eighteen (18) feet will qualify for a height pay differential of $1.00 per day.

ARTICLE XXII. PAST PRACTICE - PROTECTION OF EXISTING TERMS AND CONDITIONS OF EMPLOYMENT

Unless a contrary intent is specifically expressed in this Memorandum of Agreement, all practices, procedures and policies governing existing terms and conditions of employment of employees in the covered membership which are not specifically enumerated or set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of execution of this Memorandum of Agreement and, during the term of this Memorandum of Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, statute or otherwise and governing an existing term and condition of employment shall not be limited, restricted, impaired, removed or abolished unilaterally.

A charge or complaint that the Port Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term and condition of employment which is not specifically enumerated or set forth in this Memorandum of Agreement shall not be subject to or processed through the grievance procedure referred to in Article XV of this Memorandum of Agreement.

ARTICLE XXIII. SAFETY SHOE ALLOWANCE

Effective January 1, 1998, each employee in the covered membership may receive a maximum of $200.00 per annum for the purchase of one or more pairs of safety shoes. Employees who receive payment for the purchase of safety shoes are required to wear their shoes while performing their duties.

Safety shoes damaged beyond repair in the course of employment without fault of the employee shall be replaced by reinstatement of the employee's shoe allowance for the year wherein the damage occurs. A written statement must be submitted by the employee to his/her immediate supervisor explaining the circumstances which caused the damage. The immediate supervisor will make the final determination on whether to re-instate the shoe allowance.

ARTICLE XXIV. ROTATING WORK SCHEDULES

A. Employees in rotating schedules will receive one 30-minute meal break within the work tour. Such meal break should commence and end between the third and fifth hours of such tour.

B. The Port Authority has issued Attachment "A" to PAI 20-3.07 dated May 23, 1972, attached hereto as Exhibit "J", describing the proper use of the relief man in a rotating work schedule.

C. Whenever management changes a work schedule and that change necessitates a change in scheduled Regular Days Off ("RDO"), the rescheduled RDO's will be consecutive, that is, "back to back."

ARTICLE XXV. WASH UP TIME

The present practice concerning time allotted for wash up and putting tools away will be continued.

ARTICLE XXVI. SAFETY

A. The Port Authority will communicate to field supervisors concerning appropriate precautionary steps to be taken during adverse weather conditions. In addition, whenever crews are exposed to high levels of noxious fumes and consideration of safety is involved, the Risk Management Division will be notified. Inspection will be made and action will be taken as appropriate.

B. Safety committees are to be instituted at each facility to be composed of a representative of the Facility Manager and a designee of the BTU appointed by the BTU Business Representative. These committees are to meet on an as-needed basis and report their findings to the Facility Manager or his/her designee for appropriate action. The BTU Business Representative shall also appoint a designee to Labor/Management Committees on an as-needed basis.

C. During the term of the Agreement, a designated union official will be able to meet with and be briefed by a member of the Port Authority's Asbestos Program unit. Requests must be in writing and directed to the Labor Relations Manager, Labor Relations Department.

D. The BTU will have active involvement regarding assessing weather conditions for bridge painters as it may relate to safety.

E. Effective October 6, 1994, employees must adhere to the safety precautions listed on the MMIS work order routines.

ARTICLE XXVII. SNOW REMOVAL ASSIGNMENTS

Snow melters will not be part of the General Maintenance Snow Removal Program. Shop Stewards shall be notified of all snow alerts and receive copies of lists being used for alert coverage.

ARTICLE XXVIII. TRAFFIC DIVIDERS AND SAFETY CONES

All cones, delineations, flexitrons will be painted by General Maintainers, Painters, or Trades Helpers (Painting).

The placement and removal of safety cones used in connection with any maintenance function which is performed by employees in the covered membership will be performed by BTU maintenance personnel. In the event outside contractors performing work for the Port Authority on Port Authority property are not required by their own contract to place and remove their own safety cones, BTU maintenance personnel, if present, will perform such function. Where safety cones are used for purposes other than maintenance, such as traffic dividers, the placement and removal of such cones will be performed by individuals other than employees in the covered membership.

ARTICLE XXIX. DEFINITION OF EMERGENCIES

An emergency situation may exist under any of the following circumstances: a) failure of essential equipment or systems where there is urgency to restore essential services or systems; or b) conditions resulting from accidents, floods, fires, natural disasters, or other similar situations; or c) public functions, VIP arrivals and departures, occasions when crowds may gather or other unusual events, or d) threatened or actual adverse weather conditions; or e) any other situation which in the judgment of the authorized person declaring an emergency may affect public service, public safety or may endanger persons or property.

ARTICLE XXX. PORTAL TO PORTAL INSURANCE

If an employee is directed by his supervisor to report outside of his normally scheduled tour and if public transportation is not available and such employee utilizes his own vehicle, such authorized call-in will be considered authorization for the use of his personal vehicle, as defined in PAI 15-3.05, dated March 28, 1977 and revised December 31, 1979, attached hereto as Exhibit "K".

ARTICLE XXXI. MILEAGE ALLOWANCE

Mileage allowances shall continue to be paid in accordance with the policies set forth in PAI 15-3.05, dated March 28,1977 and revised December 31, 1979 for Service C (non-police) field employees. In addition, any increases in the mileage reimbursement rate pursuant to PAI 15-3.05 in excess of 20 cents per mile after the execution of this Memorandum of Agreement shall apply to employees in the covered membership.

ARTICLE XXXII. EDUCATION REFUND

A. During the term of this Memorandum of Agreement, employees shall be entitled to the current management tuition reimbursement rate which, as of the date of the execution of this Memorandum of Agreement, is 80% or $125.00 per credit (Undergraduate) or $140 per credit (Graduate), whichever is greater.

B. The tuition reimbursement program shall include all certified and accredited trade-related training and apprenticeship programs including training offered by the BTU. "Trade-related" shall mean matters within the scope of jobs represented in the BTU.

C. "Trade-Related" training and apprenticeship courses must be pre-approved by management. The Port Authority will reimburse for approved trade-related courses including related books and manuals.

ARTICLE XXXIII. CRAFT LICENSES

Employees in possession of craft licenses that are required by the Port Authority in higher classifications of job family progression shall be reimbursed for the cost of obtaining and renewing same.

ARTICLE XXXIV. PRESCRIBED SAFETY EYEWEAR

Effective upon the date of the execution of this Memorandum of Agreement, reimbursement for the purchase of prescribed safety eyewear as described in PAI 20-4.01, Uniform Allowances, revised January 14, 1974, shall be increased to $200 per annum.

ARTICLE XXXV. PROMOTION/TRANSFER ROSTERS

A. Upon request by the BTU, a copy of any current BTU promotion eligible list or transfer list will be provided to the appropriate representative of the BTU.

B. During the term of the Agreement, the Port Authority will notify the local union whenever a test is given which covers its members.

C. Employees hired into the covered membership after the date of execution of this Memorandum of Agreement shall be required to complete one (1) year of service and/or their probationary period before they are eligible to submit a transfer request. An employee who refuses an offer of transfer to a Port Authority facility after having submitted a transfer request to that facility must wait thirty days before submitting a new transfer request to that facility.

D. In order to improve efficiency and streamline placement from promotion and transfer rosters, electronic mail, direct contact with the employee at work, after-hours telephone calls to the employee at home, and notification to the appropriate BTU Business Representative may be used by The Port Authority in order to solicit a timely employee response to a transfer opportunity and to expedite the processing of the transfer list.

E. Transfer lists shall not automatically expire.

ARTICLE XXXVI. EMPLOYMENT SECURITY

The Port Authority intends to continue its present practices with respect to employee job security and career service. In the event, however, the Port Authority determines that changed circumstances make it desirable to alter any such practice, or practices, including, but not limited to, the utilization of contract services, such practices may be altered and, as altered, implemented by the Port Authority after notifying the BTU and giving the appropriate Business Representative a reasonable amount of time to meet and confer with the Port Authority for the purpose of discussing possible options and alternatives, prior to implementation.

ARTICLE XXXVII. DISCIPLINE

As of the date of the execution of this Memorandum of Agreement, the Local Disciplinary Procedure described in Exhibit "L" attached hereto will be applicable to employees in the covered membership.

If a letter of reprimand has not been used as a basis for disciplinary action within one year from the date of such letter, such letter shall be removed from the employee's personnel folder, unless during such period related reprimands have been placed in the employee's folder. All letters of reprimand must be either initialed by the employee, or, if such employee refuses to so initial, such refusal shall be duly noted.

ARTICLE XXXVIII. DISTRIBUTION OF PAI's, OPI's, AND INFORMATION BULLETINS

The Port Authority will provide copies of all PAI's, OPI's, or Information Bulletins that may affect the operation of this Memorandum of Agreement to the Business Agents and shop stewards of the BTU; provided, that nothing herein shall be deemed to preclude implementation of the provisions of any such instruction or bulletin which are not inconsistent with this Memorandum of Agreement. In addition, promotion bulletins will be sent to all shop stewards and to the Business Agents of the BTU.

ARTICLE XXXIX. PROCEDURE AND POLICY CHANGES AND INTENT

The Port Authority may enforce, modify or cancel any PAI, OPI, Information Bulletin or take any other action not precluded by federal or state law in connection with Port Authority administration and operations, provided that if any such action is inconsistent with any provision of this Memorandum of Agreement, the provisions of this Memorandum shall control.

Unless a contrary intent is specifically expressed in this Memorandum of Agreement nothing herein shall be deemed to affect, in any way, or restrict modification of, any benefit, right, duty, obligation, liability or other thing which each member may now or hereafter have pursuant to rules and regulations or other instructions or directive hereto or hereafter established or promulgated by the Port Authority, and the BTU affirms that any such rules and regulations or other instructions or directives affecting the covered membership heretofore or hereafter established or promulgated shall be fully operative to said membership.

ARTICLE XL. MEMBERSHIP DUES AND REPRESENTATION FEE

Membership Dues: During the term of this Memorandum of Agreement, all employees in the covered membership who are members of the BTU (hereinafter called "members") shall have deducted from their wages or salaries and forwarded to the appropriate locals of the BTU, membership dues upon the conditions and in a manner and amount as provided below.

Membership Notices: No later than February 1, of each year during the term of this Memorandum of Agreement, the BTU shall notify the Port Authority in writing of the names of all members. In addition, during the term of this Memorandum of Agreement, the BTU shall notify the Port Authority in writing of the name of each member who joins the BTU.

Membership Dues Deductions:

1) The membership dues shall be deducted from members' salaries in equal bi-weekly installments. The total amount of membership dues so deducted shall be

transmitted to the appropriate locals of the BTU within thirty (30) days after each bi-weekly deduction.

2) Membership dues deductions from the wages or salary of any member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the member's placement in or re-entry into a position classification covered by this Memorandum of Agreement, provided that the Port Authority has received from the BTU the written notice of employee's membership in the BTU as required by this Section.

3) If, during the term of this Memorandum of Agreement, an employee in the covered membership by written notification directs the Port Authority (with a copy to the BTU) to cease membership dues deductions from his or her wages or salary, the Port Authority shall cease such deductions and commence deducting the representation fee appropriate under this Section within two standard pay periods.

Representation Fee:

1) Representation Fee: During the term of this Memorandum of Agreement, all employees in the covered membership who are not members of the BTU (hereinafter called "non- members") shall have deducted from their wages or salaries and forwarded to the appropriate locals of the BTU, a representation fee in a manner and in an amount as provided below.

2) Representation Fee Amount: At least two standard pay periods before any subsequent modification to the representation fee to be deducted, the BTU shall notify the Port Authority in writing of the representation fee sum to be deducted from non-members' wages and salaries, but in no event shall such fee exceed 85% of the membership dues of the BTU. Any change in the amount of the representation fee to be deducted shall be made upon written notification by the BTU to the Port Authority.

3) Representation Fee Deductions: The representation fee shall be deducted from non-members' salaries in equal bi- weekly installments. The total amount of representation fees so deducted shall be transmitted to the appropriate local of the BTU within thirty (30) days after each bi-weekly deduction along with the membership dues deducted pursuant to this Section.

4) Representation fee deductions from the wages or salary of any non-member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the non-member's placement in or re-entry into a position classification covered by this Memorandum of Agreement.

5) If, during the term of this Memorandum of Agreement, the non-member becomes a BTU member, the Port Authority shall cease deducting the representation fee and commence deducting the membership dues on or after but in no case sooner than two standard pay periods following written notification to the Port Authority by the BTU of the change in status as required by this Section.

ARTICLE XLI. TERM

The term of this Memorandum of Agreement shall commence at 12:0 1 a.m. on March 4, 2002, and shall expire at 11:59 p.m. on October 3, 2006.

ARTICLE XLII. EFFECTIVENESS

This Memorandum of Agreement and its execution shall not be effective until it shall be in full force and effect pursuant to RSNJ 32:2-6 to RSNJ 32:2-9, inclusive, and pursuant to Chapter 700 of the Laws of New York of 1927, as amended by Chapter 215 of the Laws of New York of 1956 and by Chapter 602 of the Laws of New York of 1972.

ARTICLE XLIII. MISCELLANEOUS

A. Effective January 1, 1987, employees in the covered membership losing no time during a calendar year due to illness or IOD will receive payment of two days base pay at straight time rates.

B. Effective April 15, 1987, employees in the covered membership will be eligible to enroll in the New York State Deferred Compensation Plan (Internal Revenue Code Section 457).

C. Effective April 15, 1987, the Direct Deposit Plan already in effect for certain Port Authority employees will be made available to employees in the covered membership

who wish to participate on the same conditions and on the same basis as management employees.

D. Effective August 13, 1992 the payment of meal allowances will be discontinued.

E. Effective August 13, 1992, excused days for donating blood will be discontinued.

F. Effective August 13, 1992, the injury on duty benefit will be modified to supplement the Worker's Compensation benefit to a maximum of the employee's regular net take home pay after withholding of applicable taxes.

G. Effective January, 1994, employees with a total of no more than 3 of both sick and IOD days taken in one calendar year and who are entitled to twenty (20) vacation days annually of this allotment of vacation days during the year, will have the option, pursuant to the same procedure which is available to managerial employees, to exchange up to 5 unused vacation days for cash at straight time rates. Employees with no sick or IOD days taken may exchange up to 10 unused vacation days.

H. The present practice concerning the use of Port Authority parking facilities by the covered membership shall continue, as long as such facilities are continued by the Port Authority as parking facilities.

I. If, during the term of this Memorandum of Agreement, it is determined that participation by The Port Authority in a BTU-sponsored annuity funds is legally permissible, then The Port Authority and the BTU will meet to establish bargaining-unit participation in a BTU Annuity Fund effective on the March 4th following such meeting. Contributions to the Annuity Fund shall be on a pre-tax basis, and the employee's compensation shall be reduced on a dollar-for-dollar basis with the amount of the employee's contribution to the Annuity Fund.

J. Effective with the execution of this Memorandum of Agreement, employees in the covered membership will participate in the EZ Pass program on the same basis as management employees.

ARTICLE XLIV. COMMERCIAL DRIVER'S LICENSE

The Port Authority will continue to provide paid time for the purpose of taking tests required for CDL endorsement and renewals and pay the cost of obtaining and renewing a CDL and necessary endorsements. Employees who do not possess a valid CDL with the necessary endorsements and whose position requires one may be deemed unfit for duty if no appropriate placement can be found.

DATED: NEW YORK, NEW YORK
DECEMBER 1, 2003

The PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Director
Labor Relations Department

Witness: _____

Witness: _____

The MAINTENANCE DIVISION OF THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK

By: John Barnett
Chairman

Witness: _____

Witness: _____

Witness: Joe Caliciano

EXHIBIT A CLASS TITLES

CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE MAINTENANCE DIVISION OF THE BUILDING AND CONSTRUCTION TRADES COUNCIL (BTU)

SPEC-NO.	CLASS TITLE	SALARY RANGE
2126	Bridge Maintenance Mechanic	C-90
2211	Bridge Painter	C-90
2115	Carpenter	C-87
2119	Locksmith	C-87
2105	Maintenance Roofer	C-87
2272	Painter	C-87
2240	Sign Painter	C-87
2128	Structural Maintenance Mechanic	C-90
2109	Structural Maintenance Specialist	C-91
2125	Trades Helper (Bridge Painting)	C-81
2113	Trades Helper (Carpentry)	C-80
2273	Trades Helper (Painting)	C-80
2129	Trades Helper (Structural)	C-81
2048	Upholsterer	C-85

EXHIBIT B-1 - SALARY RANGES

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-80		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,151	$29,926	$1,191	$30,966	$1,233	$32,058	$1,270	$33,020
Step 1	2ND YR	$1,210	$31,460	$1,252	$32,552	$1,296	$33,696	$1,335	$34,710
Step 2	3RD YR	$1,324	$34,424	$1,370	$35,620	$1,418	$36,868	$1,461	$37,986
Step 3	4TH YR	$1,358	$35,308	$1,406	$36,556	$1,455	$37,830	$1,499	$38,974
Step 4	5TH YR	$1,721	$44,746	$1,781	$46,306	$1,843	$47,918	$1,898	$49,348
Step 5	6TH YR	$1,784	$46,384	$1,846	$47,996	$1,911	$49,686	$1,968	$51,168

Range C-81		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,224	$31,824	$1,267	$32,942	$1,311	$34,086	$1,350	$35,100
Step 1	2ND YR	$1,286	$33,436	$1,331	$34,606	$1,378	$35,828	$1,419	$36,894
Step 2	3RD YR	$1,406	$36,556	$1,455	$37,830	$1,506	$39,156	$1,551	$40,326
Step 3	4TH YR	$1,440	$37,440	$1,490	$38,740	$1,542	$40,092	$1,588	$41,288
Step 4	5TH YR	$1,827	$47,502	$1,891	$49,166	$1,957	$50,882	$2,016	$52,416
Step 5	6TH YR	$1,904	$49,504	$1,971	$51,246	$2,040	$53,040	$2,101	$54,626

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-85		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,484	$38,584	$1,536	$39,936	$1,590	$41,340	$1,638	$42,588
Step 1	2ND YR	$1,558	$40,508	$1,613	$41,938	$1,669	$43,394	$1,719	$44,694
Step 2	3RD YR	$1,648	$42,848	$1,706	$44,356	$1,766	$45,916	$1,819	$47,294
Step 3	4TH YR	$1,707	$44,382	$1,767	$45,942	$1,829	$47,554	$1,884	$48,984
Step 4	5TH YR	$2,178	$56,628	$2,254	$58,604	$2,333	$60,658	$2,403	$62,478

Range C-87		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,484	$38,584	$1,536	$39,936	$1,590	$41,340	$1,638	$42,588
Step 1	2ND YR	$1,558	$40,508	$1,613	$41,938	$1,669	$43,394	$1,719	$44,694
Step 2	3RD YR	$1,652	$42,952	$1,710	$44,460	$1,770	$46,020	$1,823	$47,398
Step 3	4TH YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 4A	5TH YR	$2,178	$56,628	$2,254	$58,604	$2,333	$60,658	$2,403	$62,478
Step 4B	6TH YR	$2,178	$56,628	$2,254	$58,604	$2,333	$60,658	$2,403	$62,478
Step 5	7TH YR	$2,322	$60,372	$2,403	$62,478	$2,487	$64,662	$2,562	$66,612

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-89		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,530	$39,780	$1,584	$41,184	$1,639	$42,614	$1,688	$43,888
Step 1	2ND YR	$1,608	$41,808	$1,664	$43,264	$1,722	$44,772	$1,774	$46,124
Step 2	3RD YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 3	4TH YR	$1,779	$46,254	$1,841	$47,866	$1,905	$49,530	$1,962	$51,012
Step 4A	5TH YR	$2,248	$58,448	$2,327	$60,502	$2,408	$62,608	$2,480	$64,480
Step 4B	6TH YR	$2,248	$58,448	$2,327	$60,502	$2,408	$62,608	$2,480	$64,480
Step 5	7 TH YR	$2,398	$62,348	$2,482	$64,532	$2,569	$66,794	$2,646	$68,796

Range C-90		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,629	$42,354	$1,686	$43,836	$1,745	$45,370	$1,797	$46,722
Step 1	2ND YR	$1,712	$44,512	$1,772	$46,072	$1,834	$47,684	$1,889	$49,114
Step 2	3RD YR	$1,814	$47,164	$1,877	$48,802	$1,943	$50,518	$2,001	$52,026
Step 3	4TH YR	$1,877	$48,802	$1,943	$50,518	$2,011	$52,286	$2,071	$53,846
Step 4A	5TH YR	$2,375	$61,750	$2,458	$63,908	$2,544	$66,144	$2,620	$68,120
Step 4B	6TH YR	$2,375	$61,750	$2,458	$63,908	$2,544	$66,144	$2,620	$68,120
Step 5	7 TH YR	$2,504	$65,104	$2,592	$67,392	$2,683	$69,758	$2,763	$71,838

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-91		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,739	$45,214	$1,800	$46,800	$1,863	$48,438	$1,919	$49,894
Step 1	2ND YR	$1,822	$47,372	$1,886	$49,036	$1,952	$50,752	$2,011	$52,286
Step 2	3RD YR	$1,940	$50,440	$2,008	$52,208	$2,078	$54,028	$2,140	$55,640
Step 3	4TH YR	$2,027	$52,702	$2,098	$54,548	$2,171	$56,446	$2,236	$58,136
Step 4	5TH YR	$2,610	$67,860	$2,701	$70,226	$2,796	$72,696	$2,880	$74,880

EXHIBIT B-2 - SALARY RANGES

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-80		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,151	$29,926	$1,191	$30,966	$1,233	$32,058	$1,270	$33,020
Step 1	2ND YR	$1,210	$31,460	$1,252	$32,552	$1,296	$33,696	$1,335	$34,710
Step 2	3RD YR	$1,324	$34,424	$1,370	$35,620	$1,418	$36,868	$1,461	$37,986
Step 3	4TH YR	$1,358	$35,308	$1,406	$36,556	$1,455	$37,830	$1,499	$38,974
Step 4	5TH YR	$1,427	$37,102	$1,477	$38,402	$1,529	$39,754	$1,575	$40,950
Step 5	6TH YR	$1,784	$46,384	$1,846	$47,996	$1,911	$49,686	$1,968	$51,168

Range C-81		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,224	$31,824	$1,267	$32,942	$1,311	$34,086	$1,350	$35,100
Step 1	2ND YR	$1,286	$33,436	$1,331	$34,606	$1,378	$35,828	$1,419	$36,894
Step 2	3RD YR	$1,406	$36,556	$1,455	$37,830	$1,506	$39,156	$1,551	$40,326
Step 3	4TH YR	$1,440	$37,440	$1,490	$38,740	$1,542	$40,092	$1,588	$41,288
Step 4	5TH YR	$1,514	$39,364	$1,567	$40,742	$1,622	$42,172	$1,671	$43,446
Step 5	6TH YR	$1,904	$49,504	$1,971	$51,246	$2,040	$53,040	$2,101	$54,626

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-85		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,484	$38,584	$1,536	$39,936	$1,590	$41,340	$1,638	$42,588
Step 1	2ND YR	$1,558	$40,508	$1,613	$41,938	$1,669	$43,394	$1,719	$44,694
Step 2	3RD YR	$1,648	$42,848	$1,706	$44,356	$1,766	$45,916	$1,819	$47,294
Step 3	4TH YR	$1,707	$44,382	$1,767	$45,942	$1,829	$47,554	$1,884	$48,984
Step 4	5TH YR	$2,178	$56,628	$2,254	$58,604	$2,333	$60,658	$2,403	$62,478

Range C-87		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,484	$38,584	$1,536	$39,936	$1,590	$41,340	$1,638	$42,588
Step 1	2ND YR	$1,558	$40,508	$1,613	$41,938	$1,669	$43,394	$1,719	$44,694
Step 2	3RD YR	$1,652	$42,952	$1,710	$44,460	$1,770	$46,020	$1,823	$47,398
Step 3	4TH YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 4A	5TH YR	$1,803	$46,878	$1,866	$48,516	$1,931	$50,206	$1,989	$51,714
Step 4B	6TH YR	$1,893	$49,218	$1,959	$50,934	$2,028	$52,728	$2,089	$54,314
Step 5	7 TH YR	$2,322	$60,372	$2,403	$62,478	$2,487	$64,662	$2,562	$66,612

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-89		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,530	$39,780	$1,584	$41,184	$1,639	$42,614	$1,688	$43,888
Step 1	2ND YR	$1,608	$41,808	$1,664	$43,264	$1,722	$44,772	$1,774	$46,124
Step 2	3RD YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 3	4TH YR	$1,779	$46,254	$1,841	$47,866	$1,905	$49,530	$1,962	$51,012
Step 4A	5TH YR	$1,868	$48,568	$1,933	$50,258	$2,001	$52,026	$2,061	$53,586
Step 4B	6TH YR	$1,959	$50,934	$2,028	$52,728	$2,099	$54,574	$2,162	$56,212
Step 5	7 TH YR	$2,398	$62,348	$2,482	$64,532	$2,569	$66,794	$2,646	$68,796

Range C-90		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,629	$42,354	$1,686	$43,836	$1,745	$45,370	$1,797	$46,722
Step 1	2ND YR	$1,712	$44,512	$1,772	$46,072	$1,834	$47,684	$1,889	$49,114
Step 2	3RD YR	$1,814	$47,164	$1,877	$48,802	$1,943	$50,518	$2,001	$52,026
Step 3	4TH YR	$1,877	$48,802	$1,943	$50,518	$2,011	$52,286	$2,071	$53,846
Step 4A	5TH YR	$1,972	$51,272	$2,041	$53,066	$2,112	$54,912	$2,175	$56,550
Step 4B	6TH YR	$2,068	$53,768	$2,140	$55,640	$2,215	$57,590	$2,281	$59,306
Step 5	7 TH YR	$2,504	$65,104	$2,592	$67,392	$2,683	$69,758	$2,763	$71,838

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-91		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,739	$45,214	$1,800	$46,800	$1,863	$48,438	$1,919	$49,894
Step 1	2ND YR	$1,822	$47,372	$1,886	$49,036	$1,952	$50,752	$2,011	$52,286
Step 2	3RD YR	$1,940	$50,440	$2,008	$52,208	$2,078	$54,028	$2,140	$55,640
Step 3	4TH YR	$2,027	$52,702	$2,098	$54,548	$2,171	$56,446	$2,236	$58,136
Step 4	5TH YR	$2,610	$67,860	$2,701	$70,226	$2,796	$72,696	$2,880	$74,880

EXHIBIT C - SHIFT AND WEEKEND DIFFERENTIAL

Shift and Weekend Differentials	Exhibit C
Shift Differential – Normal Work Tours 12 Midnight Sunday to 12 Midnight Friday	FROM: November 2. 1986 TO: December 23, 1989
Afternoon Shift (starting 2:00 PM – 6:00 PM)	5% on base hourly pay
Evening Shift (starting 10:00 PM – 1:00 AM)	5% on base hourly pay

No shift differential payments will be earned for hours worked on tours designated as day tours. A day tour is defined as one with a starting time between 6:00 AM – 10:00 AM.

Saturday Differential	FROM: November 2, 1986 TO: December 23, 1989
Evening Tour	15% of base hourly pay
Day Tour	15% - - - -
Afternoon Tour	15% - - - -

Sunday Differential	
Evening Tour	25% of base hourly pay
Day Tour	25% - - - -
Afternoon Tour	25% - - - -

No shift or Saturday or Sunday differential shall be paid to employees during overtime hours, except where provided by applicable law. Applicable differentials shall be paid to employees earning Holiday Premium.

Base Hourly Pay is the applicable base hourly pay as set forth in Exhibit B. The minimum hourly shift differential payment will be $.45.

An initial overtime roster will be compiled at the beginning of each calendar year according to classification seniority within each title. Employees who are assigned to a unit after the initial overtime roster has been constructed will be credited for equalization purposes with the average number of hours charged to members of the unit.

NON-SCHEDULED OVERTIME

When it is necessary for an employee to work overtime on a non-scheduled basis, the availability of those to be selected will be limited to those actually working at the time the overtime is required. Employees will be asked to work based on the lowest amount of overtime charged by those available at the time. Each employee may have the option of refusing the overtime. In the event all the employees refuse, the employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for a substitute.

The only exception to this will be overtime that will be worked as a continuation of a project being done during the regular tour. In this event, those employees working on the project will continue to do so if a change in staff would impede the completion of the task, even if it requires subsequent days of work including RDO's.

SCHEDULED OVERTIME

On those occasions when overtime work can be planned, supervisors shall request employees to work the scheduled overtime, such request to be made to such employees in the inverse order of overtime charged for that year. This would include employees not immediately available who might have to be contacted by telephone. Employees will have the option as to whether or not they elect to work the scheduled overtime. In the event all the employees refuse, the employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for a substitute.

ACCOUNTING FOR OVERTIME

An overtime roster, maintained by the unit supervisor, which reflects the amount of overtime charged to each employee, shall be kept current. Charged overtime is the sum of the overtime worked by the employee plus the amount of overtime refused by the employee for the year in question.

STANDBY

Whenever an employee is directed to standby at his home or facility, he will be paid for all hours he is required to standby

CANCELLING, POSTPONING AND RESCHEDULING OVERTIME

For scheduled work (other than snow) that is not a continuation of a tour, an employee who is scheduled to work in a situation that could require the payment of overtime, will in all such cases work a minimum of four hours.

SNOW EMERGENCY PROCEDURES

a) Where a facility posts snow emergency work schedule ("A" shift – hours between 8:00 A.M. to 8:00 P.M. – "B" shift – hours between 8:00 P.M. and 8:00 A.M.) employees scheduled to work the "A" shift who are changed to the "B" shift would receive a Schedule Change Premium. The same would apply to an employee normally scheduled to work the "B" shift who would be subsequently changed to the "A" shift.

b) If an employee is required to call in during snow conditions, on a continuing basis, and is not required to report in connection with the snow schedule, he will be compensated to the extend of four (4) hours at standard time.

c) Employees who are granted excused time in connection with snow removal operations will have these hours credited as hours worked in lieu of call-in premiums.

RESPONSIBILITY

Overtime rosters should be available and should be kept current. This responsibility will be charged to the unit supervisor. In the event that the proper employee is not given the opportunity to work an overtime job by management, then that employee shall receive four hours pay as restitution.

EXHIBIT E - GRIEVANCE PROCEDURE

A. Policy

The parties agree to encourage informal resolution of disputes and differences between them prior to the initiation of action pursuant to this grievance procedure.

B. Definition

The following procedures shall apply to the processing of complaints limited to the application or interpretation by the Port Authority of any provision of this Agreement. This procedure shall not apply to any dispute that directly or indirectly relates to the performance of the unit work of the BTU. The parties agree that such disputes are expressly excluded from this grievance/arbitration procedure and may not be adjudicated hereunder. Disputes that directly or indirectly relate to the performance of the unit work of the BTU shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel.

The parties further agree that any dispute that directly or indirectly relates to any alleged change in any existing term and condition of employment not expressly articulated in this Memorandum of Agreement is also expressly excluded from the scope of the parties' agreement to arbitrate as set forth herein.

C. Procedure

1. Step 1 - The Unit head and the Union shall meet within five work days of a request to do so by the Union to resolve all issues within five (5) working days.

2. Step 2 – If the issues are not resolved at Step 1, the Union shall present all grievances in writing setting forth all of the facts to the Division Manager within thirty (30) work days after the occurrence of the event or action which gave rise to the grievance or the date the grievant should reasonably have been expected to become aware of the event which gave rise to the grievance. The grievance shall state which provisions of the Agreement that are alleged to have been violated and shall set forth the facts of the even or action that gave rise to the grievance. The Division Manager and the Union shall meet within five work days (or other mutually agreeable time) of the date of receipt of the written grievance in order to resolve all grievable issues raised therein. The Division Manager shall respond to the grievance, in writing, within five (5) work days of after the meeting with the Union.

3. Step 3 – If the parties fail to resolve the grievance at Step 2 or the Port Authority fails to respond within five (5) work days of its presentation, the Union may submit an appeal of the grievance, in writing, within fifteen (15) work days thereafter to the Labor Relations Manager, Labor Relations Department. The Labor Relations Manager and the Union shall meet within five work days (or other mutually agreeable time) of the date of receipt of the grievance by the Labor Relations Manager in order to resolve all grievable issues raised therein. Within twenty (20) work days after the meeting, the Labor Relations Manager shall respond, in writing, to the grievance appeal. The Labor Relations Manager's response shall be final and binding upon the Port Authority, the BTU, and the grievant(s) unless appealed to arbitration as provided in Step 4 below.

4. Step 4 – Arbitration

i. If the parties fail to resolve the grievance at Step 3 or the Port Authority fails to respond within twenty (20) work days after receipt by the Labor Relations_Manager of the grievance appeal, the Union shall have the exclusive right to refer the grievance to arbitration. The Union shall inform the Port Authority in writing that it is referring any such grievance to arbitration.

ii. An arbitrator shall be selected from a panel of arbitrators that is mutually agreed to by the Port Authority and the Union.

iii. The decision of the arbitrator shall be final and binding upon the Port Authority, the BTU and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

iv. The arbitrator shall not have the power to add to, subtract from or modify the provisions of the Memorandum of Agreement and shall confine his/her decision solely to the interpretation and application of the Memorandum of Agreement. The arbitrator shall have no authority to determine any other issue not submitted in connection with the subject grievance. The arbitrator shall operate within the rules of the American Arbitration Association.

v. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. If a court reporter is requested, that cost shall be borne by the party requesting the court reporter. If both parties require a transcript of the proceeding, then the cost of the court reporter shall be shared equally between the parties.

D. Representation

The grievant is entitled to Union representation at any grievance and arbitration meeting. The Union shall have the exclusive right to represent members in any grievance. The Union shall receive copies of written determinations and of appeals at all steps.

E. General Provisions

1. All time limits contained in this procedure may be extended by mutual agreement.

2. The Union shall have the right to submit a grievance on behalf of a group of employees where a violation is alleged.

EXHIBIT F – VACATIONS

Change Notice No. 119 dated June 16, 1975 incorporated herein.

Office of the Executive Director

PAI 20-3.01

The Port Authority
Of New York and New Jersey

Revised October 17, 1974

VACATIONS

I. Introduction

This instruction outlines the policies and operating procedures on vacations for Port Authority employees.

II. Policies

A. Vacations for Port Authority employees are based on the assumption that they contribute to the good health and well- being of the staff and are, therefore, mutually beneficial to the employee and the organization.

B. Permanent, probationary, and project employees of the Port Authority receive vacations depending on length of service. job classification, and certain other factors defined in the following attachments to this instruction:

1. Attachment 1. Operating Rules – Vacations

2. Vacation Allowance Schedule A. Managerial, Professional, and Technical Classes not Covered by Memorandum of Agreement.

3. Vacation Allowance Schedule B. Non-Police Employees Covered by Memoranda of Agreement with Employee Organizations.

4. Vacation Allowance Schedule C. All members of the Police Force.

5. Vacation Allowance Schedule D. Managerial, Professional, and Technical Staff in Pay Plan B Levels 4-7 With Less Than 5 Years Service and Levels 8 and Above With Less Than Ten Years Service.

C. Holders of the awards shown below, with the exception of the Meritorious Police Duty Medal, will receive the extra vacation allowances indicated beginning in the year in which the medal if awarded. Upon termination, medal holders will receive full value for these vacation days for the year in which the separation occurs unless they are discharged for cause or resign under charges.

All Employees Awarded:	Receive Extra Days of Vacation as follows:
The Medal of Honor	3
The Howard S. Cullman Distinguished Service Medal	3
The Distinguished Service Medal	2
The Commendation Medal/Police Commendation Medal	1
The Meritorious Police Duty Medal	1 *

*Holders of this award receive one extra day vacation during the twelve-month period following the award ceremony.

D. The Personnel Director may, with the approval of the Executive Director, modify vacation policies to fit the requirements of unusual situations.

E. In the event that changes are made in vacation allowances or operating rules for employees covered by memoranda of agreement with employee organizations, the provisions of the new memorandum of agreement supersede those of this instruction.

Attachments: Attachment 1
Schedule A
Schedule B
Schedule C
Schedule D

Change Notice No. 119 dated June 16, 1975 incorporated herein.

OPERATING RULES - VACATIONS

I. Vacation Scheduling for Pay Plan C (Including Pay Plan D. Levels 1-5) Staff

A. Each facility will publish an annual vacation schedule, stating the periods when operating conditions will permit vacations to be taken and the number of employees in each class of each work group who will be permitted to pick vacations during those periods. Where operating conditions permit, provision should be made for scheduling vacations throughout the year. Employees picking vacations will do so in minimum periods of one week and maximum periods of two weeks in order of their Port Authority seniority.

Employees in T. W. U. classes are permitted to take vacations in all weeks of a calendar year. When peak staffing is required by the facility manager, a minimum of one employee in each classification may, in any such week, elect to take his vacation.

B. Employees entitled to three or four weeks vacation, wishing to take it all in a single period, will do so in Port Authority seniority order within each classification in a work group during the second series of picks. Employees with five weeks vacation, wishing to take it all in a single period, will do so in a third series of picks.

C. When approved by management, employees will be permitted to take single vacation days. Such days will be deducted from the least desirable pick which is understood to be the last pick made by each employee.

D. 1. Vacation scheduling for Police will be handled in accordance with instructions issued by the Superintendent of Police.

2. If a Police Officer is required to work for other than disciplinary reasons on a scheduled vacation day and if such vacation day is not rescheduled at the request of the Police Officer, payment for the day will be made at overtime rates.

II. Rules for Charging Vacation Time

A. Vacation days taken in any year shall be charged first against any accrued normal vacation carried over from the prior year,

and second, against the current year's normal vacation allowance. The only exception to this sequence is for the Special Vacation days (see Paragraph V. below) which may be taken at any time, subject to the controls. If any, of the employee's, department.

B. When a paid holiday occurs during an employee's vacation period, it will not be counted as a day of vacation (see PAI 20-3.02).

C. When management excused time (unscheduled holidays. National days of mourning, weather. etc.) is granted during an employee's vacation period, it will be counted as vacation time.

III. Vacation in Connection with Sick Leave

A. If an employee falls ill after starting his scheduled vacation, the period of his illness during this vacation cannot be charged as a sick absence. However, if an employee is hospitalized for one night or more while on vacation, only the days of hospitalization should be charged as sick absence time. Should questions arise regarding application of this policy, the Personnel Department should be consulted.

B. If an employee's sick absence starts before a scheduled vacation, the time absent due to illness should be charged as sick absence provided the employee returns to work at the end of his illness before starting his vacation.

C. 1. A non-police employee who is absent for an extended period because of illness or injury, whether work connected or not, and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. Department heads will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases.

2. A police employee who is absent for an extended period because of illness and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. The Superintendent of Police will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases.

IV. Vacation Carryover

A. Vacation must be taken in the year in which it is earned, unless special permission for carryover of vacation allowance from the year earned to the following year is granted by the Personnel Director. Such permission must be obtained prior to the end of the year in which the vacation is earned. No employee may carry over to a succeeding year more than one full year's vacation allowance. Department heads (or, for Police, the Superintendent of Police) may authorize carryover of vacations of five days or less. The only exception to this rule is for Special Vacation allowance and is described in Paragraph V, C and D, below.

B. In determining the amount of vacation which may be carried over to a succeeding year, a continuous period of vacation begun before the end of one calendar year which extends into the succeeding calendar year shall be considered to have been taken in its entirety during the calendar year in which it was begun.

V. Special Vacation Allowance for Certain Professional, Managerial and Executive Staff

A. Under previously authorized compensation adjustments, Professional, Managerial, and Executive staff in salary levels 6 through 13 could choose special vacation days as additional compensation.

B. These special vacation days, if opted for, are credited to the employee's annual vacation allowance on a calendar year basis beginning on January 1 each year. At that time, the employee will be required to reduce his or her annual allotment of special vacation days by converting a portion of them into a dollar amount necessary to cover his or her Social Security obligations for the ensuing year. If the employee leaves the Port Authority before the end of the 12-month cycle, payment for these special vacation days will be prorated based on the number of months which have elapsed since the beginning of the current year.

C. Special vacation allowances should be taken as time off, if possible. The maximum accumulation of special vacation days at the end of any calendar year is thirty days. In the event it is impossible to reduce an employee's special vacation days to below thirty at the end of any calendar year, a special payment will be made in December of that year for any such days in excess of thirty. Departments will prepare Special Payment Requests (form PA 1992) to pay employees for such accumulate

special vacation days in excess of thirty days at the rate of pay then currently earned by the affected employee.

D. Those special vacation days which are not (I) taken as paid time off, (2) paid for annually, (3) converted to FICA payments, or (4) diminished by other means will be paid for only on a separation from the Port Authority on the basis of the employee's salary rate in effect at that time.

E. These special vacation days should be recorded separately from the standard vacation day tally on the appropriate documents.

VI. Length of Service in Connection with Vacation

Length of service is determined as follows in computing vacation allowance:

A. All periods of authorized absence with pay are included.

B. All time on military leave and sick leave, with or without pay, is included.

C. Time on Long Term Absence without pay is not included.

D. If an individual is separated because of reduction in force and is re-employed within one year of the date of separation, his service prior to separation if included.

E. If an individual is re-employed after dismissal or resignation, or after a separation of more than one year due to reduction in force, his service prior to such dismissal, resignation, or separation is not included, unless specifically approved by the Personnel Director.

F. Service as a full-time temporary employee is included, provided there is no interruption in employment exceeding five calendar days at the time his status is changed to project or permanent employee.

VII. Vacation Allowance at Separation or Leave of Absence

A. 1. An employee who is separating from Port Authority employment in any circumstances other than those specified in Paragraphs B and C, below, or beginning a Leave of Absence, is entitled to Vacation Allowance as shown on the appropriate Vacation Schedule attached, plus any unused vacation carried forward from the previous year.

2. Vacation allowance at separation or Leave of Absence (Ordinary, Maternity, Long Term Military) will be reduced by any vacation days already taken in the calendar year in which the separation or leave occurs.

3. If the employee has already taken vacation days in excess of his allowance, their value is subtracted from his last paycheck before the separation or leave. However, if at the time of the separation or leave, vacation has been taken in excess of vacation due in accordance with a published facility or unit vacation schedule, no adjustments in the final salary check will be made, provided that the employee did not initiate a change in his assigned vacation via a mutual swap or special request.

4. An employee beginning a Leave of Absence may be required to take the unused portion of his vacation before the leave begins.

5. An employee returning from a Leave of Absence in a calendar year other than that in which the leave began will be entitled to a vacation allowance, for that year only, as shown on the appropriate Vacation Schedule attached.

B. Regardless of his termination date, an employee in good standing who has at least nine month's service and who is separated for such reasons as reduction in force, death, or retirement will be granted his full vacation allowance for the calendar year in which his services terminate. Non-Police employees must have been present at work for at least one day during the calendar year for this provision to apply.

C. An employee in good standing who is separated for any reason, before the completion of nine month's service, and all employees who are discharged for cause, or resign under charges, are not eligible for vacation allowances on separation. Adjustments in the final salary check will be made in such cases for any vacation taken in the calendar year.

D. A member of the Police Force absent without pay for more than thirty consecutive days during a year, with the exception of absence while on military leave, shall have his succeeding vacation allowance reduced by 1/12 for each 30 consecutive days of such absence

Exhibit G - Vacation Allowance Schedule

VACATION ALLOWANCE		YEAR OF HIRE MONTH OF APPOINTMENT												Years of 1st to 4th ANNIVERSARY	YEAR OF 5TH ANNIVERSARY					Years of 6th to 9th ANNIVERSARY	YEAR OF 10TH ANNIVERSARY					Years of 11TH to 24TH ANNIVERSARY	YEAR OF 25TH ANNIVERSARY					Years of 26TH AND LATER ANNIVERSARIES
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		Aug 31 / Jan 1	Sept 30 / Sept 1	Oct 31 / Oct 1	Nov 30 / Nov 1	Dec 31 / Dec 1		Aug 31 / Jan 1	Sept 30 / Sept 1	Oct 31 / Oct 1	Nov 30 / Nov 1	Dec 31 / Dec 1		Aug 31 / Jan 1	Sept 30 / Sept 1	Oct 31 / Oct 1	Nov 30 / Nov 1	Dec 31 / Dec 1	
		10	9	8	7	6	5	4	3	2	1	0	0	10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
VACATION ALLOWANCE IN YEAR OF SEPARATION OR START OF LEAVE OF ABSENCE	Month of Separation																															
	Jan													1	1	1	1	1	1	1	2	2	2	1	1	2	2	2	2	2	2	2
	Feb													2	3	2	2	2	2	3	2	3	3	3	3	3	4	4	4	4	4	4
	Mar													2	4	4	3	3	3	4	5	5	5	4	4	5	6	6	6	6	5	6
	Apr													3	5	5	4	4	4	5	7	6	6	6	5	7	8	8	8	7	7	8
	May													4	6	6	5	5	5	6	8	8	8	7	7	8	10	10	10	9	9	10
	Jun													5	8	7	7	6	6	8	10	10	9	9	8	10	12	12	12	11	11	12
	Jul													6	9	8	8	7	6	9	12	11	11	10	9	12	15	14	13	13	12	15
	Aug													7	10	9	9	8	7	10	13	13	12	11	11	13	17	16	15	15	14	17
	Sep													7	11	11	10	9	8	11	15	14	14	13	12	15	19	18	17	17	16	19
	Oct	8												8	13	12	11	10	9	13	17	16	15	14	13	17	21	20	19	18	18	21
	Nov	9	8											9	14	13	12	11	10	14	18	17	16	16	15	18	23	22	21	20	19	23
	Dec	10	9	8										10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
VACATION ALLOWANCE UPON RETURN FROM LEAVE OF ABSENCE	Month of Return from Leave of Absence																															
	Jan													10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
	Feb													9	14	12	11	10	9	14	18	17	16	16	15	18	23	22	21	20	19	23
	Mar													8	13	11	10	9	8	13	16	16	15	14	13	16	21	20	19	18	17	21
	Apr													7	11	10	9	8	7	11	15	14	14	13	12	15	19	18	17	17	16	19
	May													7	10	8	8	7	5	10	14	13	12	11	11	14	17	16	15	15	14	17
	Jun													6	9	7	7	6	6	9	12	11	10	10	9	12	15	14	13	13	12	15
	Jul													5	8	6	6	5	5	8	10	10	9	9	8	10	13	12	12	11	11	13
	Aug													4	6	5	4	4	4	6	8	8	7	7	7	8	11	10	10	9	9	11
	Sep													3	5	5	3	3	3	5	6	6	6	6	5	6	9	8	8	7	7	9
	Oct													2	3	3	2	2	2	4	4	5	5	4	4	4	7	6	6	6	5	7
	Nov													1	2	1	1	1	1	3	3	3	3	3	3	3	5	4	4	4	3	5
	Dec													0	0	0	0	0	0	2	2	2	1	2	1	2	3	2	2	2	2	3

EXHIBIT H – SICK ABSENCE CONTROL PROGRAM

In order to promote the well-being of employees, the sick leave policy and protection for long term illnesses specified in PAI 20-3.03 date July 1, 1968 remains in effect. This policy provides a maximum of 13 weeks at full and 39 weeks at half pay for an employee with ten years of service. As specified in said PAI, the Personnel Director may extend sick leave benefits beyond regular allowances. In evaluating whether to extend such benefits, the Personnel Director shall consider the entire record of the employee including his performance and prior attendance record. In addition, effective January 1, 1978, the sick absence control program described herein shall apply to employees in the covered membership.

In computing sick absences, one day of absence or any number of consecutive days of absence would be considered as one occasion and would equal one point; each day of absence during any sick occasion would also equal one point.

If a permanent employee accumulates 9 or more points during any nine-month period, his absence experience, computed on the same basis, for the nine month period immediately preceding the first occasion upon the basis of which his points have been accumulated, will be examined. If he has accumulated less than six points, he will be given a warning. If in said preceding nine months period or the nine month period following the warning, such employee has accumulated 6 or more points, such employee shall be placed upon a Doctor's Note Restriction for a period of nine months. A Doctor's Note Restriction shall mean that such employee will not be paid for any sick absences thereafter unless upon his return to work such employee submits a Doctor's Note to his supervisor.

If in the nine month period commending with the application of a restriction on the employee's sick pay status, the employee has accumulated less than 5 points, his sick leave restriction will be removed. If the said employee during said period accumulated 5 or more points, his absence record will be reviewed and a new determination will be made. If during the nine month period of restriction that an employee is on doctor's note status, he accumulated more than five points he will be placed on a no-pay status for future absences for nine months.

In computing points, sick absences resulting in hospitalization and the first sick absence caused by and directly related to an injury on duty within any twelve month period shall be excluded; thereafter, all additional sick absence with that period attributable to any IOD shall be included, unless the Director of the Human Resources Department determines otherwise. The only exception will be in the case of an employee who has a documented absence as a result of a reoccurrence of the original IOD within seven work days from the return to work. By documented it is meant sent home by a Port Authority physician. In this event, if the employee had not been on any type or restricted pay status or doctor's note status prior to the original injury on duty, the reoccurrence of the IOD will not be used in computing points.

When an employee is placed on a Doctor's Note Restriction, the employee's record will be reviewed by the Facility Manager. If a pattern of abuse exists or if the employee has been excessively absent, the employee shall be subject to local facility discipline up to 5 days suspension according to the provisions or Discipline as stated in Exhibit L. Excessive and continuous absenteeism may be considered cause for further disciplinary action by the Director of the Human Resources Department.

Effective October 6, 1994, a recurring sick absence attributable to an IOD when the employee's return to work was "conditionally approved" by the Port Authority Office of Medical Services will not be subjected to the "seven work days" rule and will not be included in computing sick absence control program points.

This sick absence control program shall not be deemed to abrogate any existing Port Authority power with respect to controlling abuses of sick leave benefits.

EXHIBIT I - INFORMATION BULLETIN NO. 28

TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: June 14, 1971
SUBJECT: LEAD PAY DIFFERENTIAL

COPY TO: Personnel Division Managers; Employee Organization Representatives

INFORMATION BULLETIN NO. 28 (Revised)

As stipulated in the Memorandum of Understanding with the Building Trades Union, effective 7/4/71, the present Journeyman and Lead Journeyman classes in the various Maintenance Trades will be consolidated into single classes. In addition, the present Maintenance Man I and Maintenance Man II (General) classes will be combined into the single title of Maintenance Man.

Employees in the new consolidated classes receiving the "Permanent Leadman Rate" are being paid to act as Leadman and should be assigned lead responsibility for work projects in their trades whenever possible. However, if the volume and nature of work requires it. Foremen on a day-to-day basis may designate other employees not receiving the "Permanent Lead Rate," leadman. When so designated, a Lead Pay Differential of $2.00 a day will be paid to eligible employees.

ELIGIBLE EMPLOYEES

To be eligible for the payment of a daily lead pay differential, an employee must be:

1. In a Maintenance Trades class assigned to salary range 87, 88, 89, or 90 or in the Maintenance Man class assigned to salary range 78.
2. At a salary rate other then the "Permanent Leadman Rate."

3. Specifically designated by his Foreman as having lead responsibility for the satisfactory completion of work projects meeting the criteria outlined below.

DEFINITION OF LEAD ASSIGNMENT

A Leadman will be specifically designated on a day-to-day basis by a Foreman to layout the job, give instruction to others, exercise independent judgment and be responsible for the satisfactory completion of work projects meeting the following criteria:

1. Project requires the assignment of 3 or more employees, at least one of whom is in the same or equivalent salary range as the employee designated as Leadman.
2. Work is not performed under the immediate direction and supervision of a Foreman or Supervisor.
3. Project requires the use of Journeyman level skills when an employee in Maintenance Trades classes is designated as Leadman, or is of a non-routine, semi- skilled nature when a Maintenance Man is designated as Leadman.

DIFFERENTIAL PAYMENT

An employee who meets qualifications for lead work will be paid a differential of $2.00 per day for each day he is responsible for the satisfactory completion of the assignment in accordance with the criteria outlined above. Each organization unit will maintain records of special payments earned by its eligible employees.

For each employee, except those employees using the Maintenance Time Card - Daily, Form PA 2259, the supervisor should prepare a separate form PA 1992, Special Payment

Request, listing each date on which lead pay was earned in the first column under the employee's name, the amount earned in "Gross Amount" column and the work order or job order number in the last column on the right. One form should be maintained for each calendar month for each employee and should be retained in the unit for audit purposes. At the end of the calendar month, a separate form PA 1992, in duplicate should be prepared for the entire unit. The total payment applicable to each employee should be entered on one line. Each form should include the unit's applicable accounting codes. Both copies of the consolidated Special Payment Request must be officially signed in the "Recommended by" section and forwarded promptly to the Payroll Section, Accounting Division. Payments will appear as "Special Payments" on the stub of the employee's checks.

For those employees using the Maintenance Time Card - Daily, form PA 2259, entry for lead a will be entered next to "Lead Electrician Differential (W.O. No. 50010)" by the affected employee and approved by the responsible supervisor.

If you have any questions concerning this procedure, please contact the Manager of the Operating Personnel Division.

Edward G. Gallas
Personnel Director

EXHIBIT J - USE OF RELIEF MAN

PAI 20-3.07
May 23, 1972
ATTACHMENT A
1 of 1

(Employees in Classes Represented by the Building Trades Union)

In units with rotating shifts involving the use of employees in B. T. U. classes as Relief Man, the following rules apply:

1. When the employee is scheduled to work as Relief Man, his tours may be changed to cover unplanned absences of other assigned employees without incurring work schedule change compensation. However, the Relief Man must have reasonable advance notice of a tour change, e. g.. at least eight hours off duty between tours; in addition, up to four hours' excused time may be granted upon approval of the department director. In order to cover for un- planned absences in situations where the above is not possible, the absence should be covered by overtime work on the part of other employees in lieu of changing the Relief Man's tour.

2. Where it become necessary to use a Relief Man other than the scheduled Relief Man, the former receives a work schedule change premium, equal to a standard half-day's pay, if his tour of duty is changed.

EXHIBIT K - USE OF RENTED AND EMPLOYEE-OWNED VEHICLES

(CN Nos. 142 & 144 incorporated herein.)

Office of the Executive Director
The Port Authority
of New York and New Jersey

PAI 15-3.50
Revised March 28, 1977

I. Introduction

This instruction describes the procedures governing the use of rented and employee-owned vehicles on Port Authority business. It supplements the instructions contained in PAI 15-3.02. The Port Authority Passenger Vehicle Use Program, and PAI 15-3.04. Use of Port Authority Passenger Vehicles.

II. Rented Automobiles and Taxis

A. Rented Automobiles

1. If no suitable Port Authority vehicles are available, the need to rent a passenger vehicle for use in the Port District on Port Authority business will be reviewed by the Operations Standards Division, Management Services Department. If the Operations Standards Division authorizes the rental, the Special Services Division, General Services Department will be responsible for making the necessary arrangements. In cases where this is impractical (e. g., Trade Development or Port Authority employees on business outside the Port District) the arrangements are made by the department concerned, with concurrence of the General Services Department. In the case of an emergency, the General Manager or Facility or Division Manager may authorize the use of a rental passenger vehicle. A memorandum of explanation should be sent to the Operations Standards Division, Management Services Department, as soon after the authorization as possible.

2. Accidents involving a vehicle rented by the Port Authority shall be reported as provided in PAI 55-3. 01, Accident Reporting.

B. Taxis

Taxis may be used by employees on Port Authority business if circumstances warrant the expense. Reimbursement is obtained by inclusion of the expense in Expense Account, form PA 15, or Petty Cash Voucher, form PA 618 (see PAI. 30-3 01, Expense Accounts)

II. Rented Special Use Vehicles

will be reviewed by the Operations Standards Division, Management Services Department. If the Operations Standards Division authorizes the rental, the Purchase and Supply Services Division, General Services Department, will be responsible for making the necessary arrangements. In the case of an emergency, the General Manager or Facility or Division Manager may authorize the rental of a special use vehicle. A memorandum of explanation should be sent to the Operations Standards Division, Management Services Department, as soon after the authorization as possible.

IV. Employee-Owned Vehicles

A. Authorization

1. Department Directors, deputy directors, organization unit heads, or their designees may authorize the use of employee-owned vehicles on Port Authority business when.

   a. Public transportation is unavailable or impractical;

   b. an employee is asked to respond from his or her home to an emergency situation and a Port Authority vehicle is not readily available; or

   c. the use of an employee-owned vehicle would require significantly less mileage on an origin-destination basis than the use of a staff car.

2. Except in cases when an employee is asked to respond from his or her home to an emergency situation, the employee must obtain authorization on either a Daytime Vehicle Usage Authorization, form PA 2036, or Overnight, Weekend and Holiday Vehicle Usage Authorization, form PA 2927. In the space provided for vehicle number, the employee should write his or her license plate number.

B. Conditions of Use

1. Employee-owned vehicles are subject to the same regulations as prescribed for Port Authority vehicles when their use on Port Authority business is authorized (see PAI 15-3.02).

2. Except for emergency call-in, only those drivers who are authorized to drive Port Authority vehicles may be permitted to use their own vehicles on Port Authority business. Written authorization is obtained by

completing a Daytime Vehicle Usage Authorization, form PA 2036, or Overnight, Weekend and Holiday Vehicle Usage Authorization, form PA 2927, using the employee's license plate number in place of the vehicle number.

C. Reimbursement

1. a. When a department director or organization unit head requests an employee to use his or her own vehicle on Port Authority business, reimbursement is made at the rate of 18.5 cents per mile.

   b. Personnel assigned to overseas trade offices are reimbursed for such vehicle use as follows:

London	-	33 cents per mile
Zurich	-	43 cents per mile
Tokyo	-	44 dents per mile

2. In addition, such other expenses as parking fees, non-Port Authority tolls, etc. • will also be reimbursed as may be required. Expense accounts claiming such reimbursement will show the starting and ending odometer readings, total mileage, starting point, destination and the reason why the employee's car was used. In certain cases, employees will be reimbursed on the basis of mileage traveled from their normal work place instead of mileage traveled from home. Expenses for repairs (other than for damages sustained in an accident) made to an employee - owned vehicle while in use on Port Authority business, and other vehicle maintenance costs, are not reimbursable (see Paragraph D, 4 below).

D. Accidents and Liability for Damages

1. Accidents arising out of the operation of an employee-owned vehicle on Port Authority business shall be fully reported as provided, in PAI 55-3. 01.

2. In the case of a claim against an employee for damages to third persons arising out of the operation of an employee-owned vehicle on Port Authority business, the employee against whom the claim is made should immediately notify his or her organization unit head, the Claims Section of the Law Department, and, if applicable, his or her insurance carrier. Such claims are deemed to be potential claims against the Port Authority and the provisions of the Board Resolution of May 12, 1955, relative to the settlement of such claims, will apply.

3. If the employee carries insurance against such claims, the Port Authority will pay only the amount by which the claim exceeds the insurance.

4. In the event any employee-owned vehicle on Port Authority business is damaged through accident, the Port Authority shall recompense the owner for that portion of losses deemed unrecoverable. The latter may include such losses as the amount deductible under a collision policy or for other losses not covered by insurance. Employees seeking unrecoverable expenses should contact the Claims Section, Law Department, for instructions.

E. Settlement of Claims

1. Employees whose vehicles have been damaged while on Port Authority business and who may be eligible for repayment of unrecoverable losses in accordance with the provisions of Paragraph IV, D, 4 shall, in all cases, comply with the following. Under any circumstances the cost of repairing the vehicle is to be estimated by a reputable, established auto body firm. An itemized statement must be included together with any copies of supplementary bills or statements.

2. The employee prepares a memorandum which includes all pertinent information concerning the expected cost of repairs and any unrecoverable losses and forwards the memorandum to his or her department director. The department director indicates on the employee's memorandum whether use of the vehicle on Port Authority business had been authorized and forwards the memorandum to the Claims Section.

3. Upon review, the Claims Section forwards approved claims to the Comptroller's Department for processing. In the event the claim is not approved for payment, the Claims Section notifies the claimant of the disapproval.

EXHIBIT L – DISCIPLINE

A. Introduction

No disciplinary action shall be taken except for good and sufficient cause or reason, and except in accordance with this procedure. The Employer subscribes to the principle of progressive discipline - *i.e.,* discipline is imposed for the purpose of correcting employee behavior.

B. Grounds for Discipline

The following are examples of good and sufficient cause or reason for discipline. Substantial or repeated neglect or failure of the employee properly to perform duties; substantial or repeated violation of rules and regulations; conduct seriously prejudicial to the Port Authority or the public interest.

C. Types of Disciplinary Action

1. The following measures, ***when taken for disciplinary purposes*** constitute disciplinary action within the meaning of this procedure. No other types of disciplinary action are authorized.

i. Dismissal from employment, including compulsory retirement.
ii. Demotion to a grade or title having a lower rate of pay.
iii. Transfer to a grade or title having different types of duties or responsibilities.
iv. Compulsory Leave of Absence Without Pay.
v. Reduction in seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.
vi. Forfeiture of vacation privileges.
vii. Minor discipline such as forfeiture of Port Authority passes, holiday or days off privileges, official reprimands (the written record of which shall be maintained by the Port Authority for a period of not less than one (1) year) and other appropriate minor disciplinary measures which do not affect the employee's grade, title, pay, or seniority.

D. Hearings and Disciplinary Procedures

1. The following types of disciplinary action shall not be taken except pursuant to formal written Charges and Specifications ("Charges") and a hearing before an Impartial Hearing Officer (unless the employee waives the filing of charges or the holding of such hearing): Dismissal; Demotion.

2. The following types of disciplinary action shall not be taken except pursuant to a written Notice of Intention to Discipline ("Notice" or "NOI") and a hearing before an Impartial Hearing Officer (unless the employee waives the notice or the holding of such hearing): compulsory leave of absence without pay in excess of five days; reduction in seniority; or vacation forfeiture in excess of five (5) days.

E. Functions of the Impartial Hearing Officer

1. The Impartial Hearing Officer shall be appointed by mutual consent of both the Port Authority and the BTU.

2. It shall be the function of the Impartial Hearing Officer to determine the truth or falsity of the alleged offense and if in the opinion of the Impartial Hearing Officer it is sustained, to determine the appropriate disciplinary action. The Impartial Hearing Officer shall proceed promptly with the hearing, shall receive testimony and evidence offered by the employee and the complainant, shall summon witnesses, and shall require the production of records and other data deemed appropriate to the hearing and the determination of the discipline.

3. The Impartial Hearing Officer shall not make any investigation except for the purpose of determining whether there is pertinent testimony or evidence which has not been produced; and any witnesses or evidence produced at the request of the Impartial Hearing Officer shall be presented at the hearing.

4. The procedure at and conduct of such hearings and all incidental proceedings shall be determined by the Impartial Hearing Officer.

5. The Impartial Hearing Officer may grant adjournments and postponements which are deemed warranted and may impose a penalty up to and including termination should an employee or his/her representative fail to appear at the hearing without obtaining prior approval of such adjournment or postponement. The party requesting the adjournment or postponement shall bear the full cost of such adjournment.

6. In the case of major discipline before an Impartial Hearing Officer, a stenographic record shall be kept of all hearings.

F. Repeated Offenses

Disciplinary action may be taken against an employee for repeated violation of rules and regulations or repeated neglect or failure to perform duties or other repeated conduct warranting disciplinary action, even though disciplinary action has previously been taken separately with respect to some or all of the series of transactions upon which such notice or charge is based; but only if such repeated conduct is charged as a separate offense.

G. Waiver of Rights, Resignations Pending Disciplinary Proceedings

1. An employee may waive the right to have a Notice or formal Charges filed and may waive the right to a hearing, and may do so either before or after the hearing has commenced. All such waivers must be in writing. In addition, the failure to appear at a hearing after notification shall constitute a waiver of such hearing unless the Impartial Hearing Officer shall find such failure excusable.

2. An employee may resign at any time, and in that event any disciplinary proceedings against the employee shall terminate, but unless the Notice or Charges are withdrawn they shall be filed with the employee's record and entry made in such record "Resigned under Notice pending disciplinary hearing" or "Resigned under Charges pending disciplinary hearing".

H. Temporary Suspensions Without Pay

1. Any employee may be temporarily suspended without pay in accordance with these procedures pending the preparation of the Notice or Charges and the completion of the disciplinary proceedings (but not for more than two weeks without the approval of the Labor Relations Manager of the Labor Relations Department) and such temporary suspension shall not be deemed to constitute disciplinary action unless the notice of formal charges are thereafter sustained.

2. Port Authority facility management or Labor Relations Department staff shall, whenever feasible, notify the appropriate BTU Business Representative whenever a BTU represented employee is to be suspended without pay. The Union, whenever feasible, shall have an opportunity to meet with facility management prior to implementing the suspension.

3. If the Notice or Charges are sustained and if disciplinary action is taken, such disciplinary action shall be effective as of the day upon which the employee was suspended.

4. Except as provided above, the employee shall be restored to duty either prior to or upon the completion of the disciplinary proceedings and shall then receive full pay for the period of the temporary suspension without pay.

5. Nothing contained in this discipline procedure shall be deemed to prevent suspending employees with pay pending the preparation of the Notice or Charges and the completion of disciplinary proceedings or for other administrative purposes.

I. Major Discipline Before Impartial Hearing Officer

1. *Form of Charges* -Charges shall be in writing, and each Charge shall be a brief statement of the alleged offense.

> **Example:**
>
> CHARGE 1
> Substantial and Repeated violations of rules and regulation of the Port Authority of New York and New Jersey.
>
> SPECIFICATION 1
> Employee failed to report to work on time on the 13th, 15th, 17th, 24th, and 27th day of January, 2003, in violation of Rule 5 of "General Rules and Regulations For All Port Authority Employees," which provides that "Being in the proper place at the proper time constitutes a part of the work just as much as any specific duties. Therefore, excessive absence or tardiness may be considered sufficient cause for disciplinary action."

2. *Signature of Charges* -Charges shall be signed by the complainant, who need not be an officer, employee or agent, or otherwise connected with the Port Authority of New York and New Jersey.

3. *Filing Charges* - The Labor Relations Department confers with the complainant and assists in the preparation of Charges. The Labor Relations Department administers the processing of all major disciplinary proceedings.

Whenever Charges are made by a Port Authority employee it shall be transmitted to the complainant-employee's Department Director. Whenever a Charge is made by a person not connected with the Port Authority, it shall be transmitted to the Department Director of the employee sought to be disciplined.

4. *Time Limitation* -Charges should be filed in a timely manner, as close as possible to the occurrence upon which the Charge is based or the date when the Port Authority should reasonably have known of the same. Notwithstanding the foregoing, Charges filed with a Department Director more than one (1) year after the Port Authority should reasonably have known of the commission of the offense shall be void.

5. *Action by Director* - Upon receipt of the Charges and after such preliminary investigation as necessary, the Department Director shall either:

i. Return the Charges to the complainant for correction in the event that they do not conform to the required form of Charges;
ii. Direct that the Charges be dropped; but in case the complainant is not a member of the employee's department or office only with approval of the Labor Relations Manager of the Labor Relations Department.

iii. If a hearing is necessary, forward the Charges to the Director, Labor Relations Department for action;

iv. In case the employee against whom Charges are made is a member of another department or office, refer the Charges to the Director of such other department or office, who thereupon shall take one or another of the types of action specified above.

6. *Action by Director, Labor Relations Department* - The Director, Labor Relations Department, upon receipt of the Charges and after such further investigation as necessary shall either:

i. Direct that the Charges be dropped; or,

ii. Refer the Charges to an Impartial Hearing Officer for hearing.

7. *Service of Charges and Notice of Hearing* -

Charges shall be served upon the employee and direct the employee to appear for a hearing. The Charges and/or notification of hearing may be served personally, by registered mail, or by Federal Express or United Parcel Service Overnight Delivery at the last known address of the employee on file with the Human Resources Department of the Port Authority.

8. Findings - As promptly as practicable following the conclusion of a hearing the Impartial Hearing Officer shall make findings. The findings shall be in writing and shall refer to each separate Charge and shall state whether each Charge is "sustained" or "not sustained." The Impartial Hearing Officer, if he/she desires, may accompany the findings with opinions in writing explaining the reasons for such findings.

The Impartial Hearing Officer shall make a determination of the appropriate disciplinary penalty if the Charges are sustained, and in doing so may receive and consider records of prior disciplinary proceedings.

The findings of the Impartial Hearing Officer shall be final and binding on the Port Authority, the BTU, and the employee, and may be implemented immediately and without further action or review to the extent permitted by and in accordance with applicable law.

J. Minor Discipline Before Impartial Hearing Officer

1. When management deems that disciplinary action should be taken, the employee shall be served with a NOI, with a copy to the Labor Relations Department and to the appropriate representative of the BTU, of the facts upon which such action is based and the requested disciplinary penalty.

2. If requested, a meeting shall be scheduled between management, the employee, the BTU representative and a representative of the Labor Relations Department, to attempt resolution of the pending NOI.

3. If a meeting is requested and resolution is not attained or if a meeting is not requested, the Labor Relations Department representative and the BTU representative shall agree to the appointment of an Impartial Hearing Officer and to a mutually convenient date for hearing at which time the Impartial Hearing Officer shall receive evidence and testimony.

4. The Impartial Hearing Officer is encouraged to render his/her findings, determinations and disciplinary penalty, if any, on the hearing date. Such decision shall be in writing and shall be final and binding on the Port Authority, the BTU and the employee.

K. Local Administrative Disciplinary Procedures applicable to classes represented by the International Union of Operating Engineers

The following procedure shall apply in lieu of the procedures specified in paragraphs I and J, above. A Facility or Division Manager may, after consultation with the Labor Relations Manager, administer initial discipline for minor violations of Port Authority rules and regulations. For all such offenses charged in connection with any one violation, the amount of penalty will be no greater than the equivalent of five days' pay.

PROCEDURE

1. When a supervisor deems that disciplinary action should be taken in connection with an alleged violation by an employee, he shall notify the employee in writing, with a copy to the appropriate representative of the BTU, of the facts upon which such action is based and shall at the same time schedule a meeting with the manager and the employee involved. The employee's representative may attend this meeting.

2. At the meeting, the manager will interview the supervisor and the employee. The purpose of these interviews will be to permit the manager, the supervisor and the employee to develop pertinent facts and to permit the evaluation by the manager of the circumstances leading to the alleged violations, and result in the determination by the manager of appropriate action. If additional information is needed, the manager will make arrangements to elicit same, and if necessary arrange for a subsequent meeting.

3. Within fifteen days after the above meeting, the manager shall inform the employee, in person, of the action to be taken and the reasons for this action. A comprehensive written report of the manager's determination and findings will be presented to the employee at this time. Copies of this determination will be transmitted to the Labor

Relations Manager and to a representative of the BTU. If the employee accepts such determination, he will signify his concurrence in writing.

4. If the employee does not accept such determination, he may appeal the determination to the appropriate Department Director within fifteen days of the issuance of the determination. Such appeal shall be in writing, setting forth the basis for appeal, and may be in the form of a letter or memorandum addressed to the Director.

5. If an employee appeals such determination, the Director or his designee shall review all pertinent data, conducting such interviews as he may elect, and render a written determination in the matter to the said employee within fifteen days of receipt of the appeal.

6. If the employee disagrees with the determination of the Department Director, he may, within fifteen days of the issuance of the determination, appeal in writing to the Labor Relations Manager for final reviews, said appeal to be in the form of a letter or memorandum addressed to the Labor Relations Manager.

7. The Labor Relations Manager, acting for the Director of the Labor Relations Department, must reply in writing to the aggrieved employee within thirty days. Such reply will be final and binding on the Port Authority, the BTU, and the employee. Failure on the part of an employee to make his appeal within the prescribed time limits will result in the acceptance of the recommended discipline. Failure on the part of any management representative to inform the employee of disciplinary action within the prescribed time limits will result in the charges against the employee being waived.

EXHIBIT M - HOLIDAYS

All permanent, probationary and project employees in the covered membership are entitled to the twelve (12) full paid holidays enumerated below or paid days off in lieu of holidays, depending on the operational requirements of their assignments.

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

EXHIBIT N - CATEGORIES OF PORT AUTHORITY EMPLOYMENT

Office of the Executive Director
The Port of New York Authority

PAI 20-1.01
Revised July 10, 1970

I. Introduction

This instruction describes the categories of employees in the Port Authority based on employment status, tenure of office, pay plans and benefits and nature of work. These categories are used else- where in the Port Authority Instruction System in referring to employees.

II. Categories Based on Employment Status

An "Employee" is any person regularly employed by the Port Authority upon a salaried basis whose compensation is computed on an hourly, daily, monthly, or yearly basis and who is not an outside consultant.

A. A "Permanent Employee" is any employee who has been continuously employed by the Port Authority for more than twelve months, except a person who is within one of the categories provided in subdivision C, 1 and C, 2 below. "Continuous employment" or words of similar import, means uninterrupted employment by the Port Authority, in any position or positions. Time spent on authorized vacation, sick leave or other authorized or excused absence with pay, is included in computing the period of continuous employment.

B. A "Probationary Employee" is:

1. any person hired for a permanent position, who has not completed twelve months of service with the Port Authority, which is the working test period required for qualification as a permanent employee; or

2. a permanent employee who has been promoted, transferred, or reassigned to a new position, and is serving a working test period before attaining permanent status in the new position. The probationary periods are:

a. six months, for employees promoted, transferred or reassigned to Pay Plan B positions or to high level supervisory Pay Plan C positions. (The Personnel Director maintains a list of the Pay Plan C positions requiring six-month promotion probation.)

b. three months. for employees promoted, transferred or reassigned to all other Pay Plan C positions.

C. A "Temporary Employee" is any person - -

1. who has been hired for a fixed period of employment, whether for more or less than twelve months; or

2. who has been hired to fill a position vacated either by an employee who has entered the armed forces of the United States of America, or by an employee absent on an authorized leave of absence.

D. An "Outside Consultant" is any person specifically hired or retained by the Port Authority in a consultant capacity and/or to render special services of an expert or specialized nature, and such person shall be deemed to be an outside consultant whether or not he is paid upon a per diem, monthly, yearly, or fee basis.

III. Categories Based on Tenure of Office

A. An "Unclassified Employee" is one holding the position of Deputy Executive Director, Department Director, or a top management position approved by the Operations Committee and who may be removed by the Executive Director with the approval of the Chairman of the Committee on Operations, for any cause or reason under procedures established by the Executive Director and filed with the Committee on Operations.

B. A "Professional and Managerial Employee" shall mean any employee occupying a position to be specifically designated on a list to be promulgated by the Executive Director and filed with the Committee on Operations and the Secretary, and which shall, in general, include employees occupying positions which require a high degree of formal education or specialized training, those holding supervisory or managerial positions or positions of a confidential nature. These employees may be removed by the Executive Director with the approval of the Chairman of the Committee on Operations, for any cause or reason under procedures established by the Executive Director and filed with the Committee on Operations.

C. A "Classified Employee" is one holding a position that is not included and described in II, C; II, D; III, A; and III, B above and who shall be removed only after a hearing under the applicable rules and regulations of The Port of New York Authority, which shall provide that the removal, dismissal, transfer or demotion of such employees shall be subject to the approval of the Committee on Operations.

IV. Categories Based on Pay Plans and Benefits

The Personnel Department maintains a listing of pay plans which includes the position titles assigned to each plan to assist in the administration of employee salary and benefits.

A. Pay Plan A employees are the top management positions of the Port Authority including the Executive Director. Deputy Executive Director, Department Directors and others designated for inclusion in this plan.

B. Pay Plan B employees are the following:

1. Pay Plan EXB consists of professional and technical classes involving engineering, architectural, materials testing and inspection activities.

2. Pay Plan FM consists of supervisory classes responsible for supervising facility maintenance and craft activities.

3. Pay Plan FO consists of supervisory employees responsible for supervising facility operations activities excluding maintenance, police and toll collection functions.

4. Pay Plan FP are supervisory employees responsible for supervising police activities.

5. Pay Plan FT are supervisory employees responsible for supervising major facility toll collection activities.

6. Pay Plan DB consists of non-field supervisory classes responsible for directly supervising office or clerical functions and also technical and specialist classes which do not require the degree of education or formal training associated with general administrative, managerial or professional duties.

7. Pay Plan B are managerial and professional employees who are not included in paragraphs 1 through 6 above.

C. Pay Plan C Employees are the following:

1. Pay Plan DC - consists of classes engaged in technical or specialized activities not fundamentally clerical, facility maintenance, or operations in nature.

2. Pay Plan C - are all other employees not listed above.

V. Categories Based on Nature of Work

A. Field Employees are those in the Operations, Maintenance, Craft, and Police, Toll Collection or Field Engineering Classes.

B. Non-Field Employees are those in the Managerial, Administrative, Professional, Technical or Clerical Classes.

AGREEMENT

Between

The Port Authority
Of New York And New Jersey

and

The Communications Workers of America
Local 1032, AFL-CIO

January 1, 2005 - August 31, 2009

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This Memorandum of Agreement ("Agreement") executed this 31st day of July 2006 between The Port Authority of New York and New Jersey (the "Port Authority") and the Communications Workers of America, Local 1032, AFL-CIO (the "CWA") provides as follows:

Preamble

WHEREAS, the CWA is the certified representative of all active, non-exempt Port Authority employees in the position classifications listed on Exhibit A annexed hereto (the "covered membership"); and

WHEREAS, the Port Authority and the CWA have negotiated with respect to wages, hours, benefits and other conditions of employment; and

WHEREAS, this Agreement is entered into pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I SALARIES AND LONGEVITY

A. Salaries

Effective January 1, 2005, all employees will receive an increase in annual base salary of 2.5%. Minimums, maximums and steps in the salary ranges will also be increased 2.5%.

Effective January 1, 2006, all employees will receive an increase in annual base salary of 3%. Minimums, maximums and steps in the salary ranges will also be increased 3%.

Effective January 1, 2007, all employees will receive an increase in annual base salary of 3%. Minimums, maximums and steps in the salary ranges will also be increased 3%.

Effective January 1, 2008, all employees will receive an increase in annual base salary of 2.5%. Minimums, maximums and steps in the salary ranges will also be increased 2.5%.

Effective January 1, 2005, an additional step (Step 11) will be added. Employees will be entitled to the Step 11 increase if they have been in-grade and at Step 10 for a period of two (2) years.

B. Longevity

1. Annual longevity payments shall be in accordance with the following Longevity Payment Schedule and will be added to the base annual salary:

Years of Service	Bi-Weekly	Yearly
5 through 9 years	$19.23	$500
10 through 14 years	$38.46	$1,000
15 through 19 years	$48.08	$1,250
20 through 24 years	$57.69	$1,500
25 through 29 years	$67.31	$1,750
30 through 34 years	$76.92	$2,000
35 through 39 years	$86.54	$2,250
40 or more years	$96.15	$2,500

2. Longevity allowances will be paid to employees at one of the rates specified above, effective in the bi-weekly pay period in which the employee completes the specified number of years of service.

ARTICLE II PAST PRACTICE

A. Unless a contrary intent is specifically expressed in this Agreement, all practices, procedures and policies governing existing terms and conditions of employment of employees in the covered membership which are not specifically enumerated or set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of execution of this Agreement and, during the term of this Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, statute or otherwise and governing an existing term and condition of employment shall not be limited, restricted, impaired, removed or abolished unilaterally.

B. A charge or complaint that the Port Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term and condition of employment which is not specifically enumerated or set forth in this Agreement shall not be subject to or processed through the Grievance Arbitration Procedure referred to in this Agreement, but shall be processed through procedures described herein and shall be under the sole jurisdiction of the Port Authority Employment Relations Panel.

ARTICLE III HEALTH BENEFITS

A. The Port Authority will provide Group Health Insurance coverage, i.e., hospitalization, surgical/medical and major medical benefits for each active employee in the covered membership. The Port Authority shall provide for each active employee hired before January 1, 2006, the United HealthCare Preferred Provider Organization (PPO) Plan at no cost to the employee.

B. The Port Authority shall provide for each active employee hired on or after January 1, 2006 a Point of Service (POS) Plan, substantially equivalent to the NJ Plus Plan, at no cost to the employee.

C. Employees hired before January 1, 2006, shall be provided with the Prescription Drug Plan, provided by Express Scripts effective for management employees as of January 1, 2001.

D. Employees hired into the covered membership on or after January 1, 2006 shall have the same prescription plan provided by Express Scripts, as provided for management employees as of January 1, 2004.

E. The Port Authority will continue to pay the full premium costs of the Vision Care Plan (National Vision Administrators - Port Authority Sponsor No. 1007). If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that currently provided.

F. Effective March 9, 2005, employees in the covered membership shall be entitled to management employees. (See letter attached hereto as Exhibit G).

G. Employees hired prior to January 1, 2006, who retire from the Port Authority during the term of this Agreement shall be provided with Group Health Insurance coverage, including sponsored dependent coverage under the Preferred Provider Organization (PPO) Plan currently provided by United HealthCare. The Port Authority will also continue to pay for the full cost of providing the prescription drug plan enumerated in paragraphs C. and D. and the vision care benefit described in paragraph E above. Employees hired on or after January 1, 2006, who retire from the Port Authority during the term of this Agreement shall be provided with Group Health Insurance coverage, including sponsored dependent coverage under the Point of Service (POS) Plan described in paragraph B. above. The Port Authority will also continue to pay for the full cost of providing the prescription drug plan described in paragraphs C. and D. and the vision care benefit described in paragraph E. above.

ARTICLE IV DENTAL BENEFITS

A. During the term of this Agreement, the Port Authority shall provide Group Dental Insurance to employees in the covered membership. The Port Authority shall provide Group Dental Insurance to employees hired before January 1, 2006, provided by Metropolitan Life Insurance Company (MetLife) and in effect for management employees as of January 1, 2001. Employees hired on or after January 1, 2006 shall be provided with the Management Dental Plan, provided by MetLife, effective January 1, 2001, including enhanced preventive coverage, increased orthodontic coverage, and a $2,000 annual cap per employee and each eligible dependent. The Port Authority will pay for each active enrolled employee the full costs of such insurance. As an alternative to this reasonable and customary plan, employees in the covered membership currently enrolled in the DentCare Plan, including their eligible dependents, will be permitted to continue in that DentCare Plan on the same terms and on the same basis as management employees. The Port Authority will permit employees enrolled in the DentCare Plan to change to coverage under the Group Dental Insurance identified above, on written request from the employee at any time. Employees changing from the Dentcare Plan to Group Dental Insurance Plan shall not be permitted to return to the DentCare Plan.

B. As used in paragraph A. above, the term "costs" shall mean costs established by the insurer, including any increase in such costs, in effect during the term of this Agreement. Employees in the covered membership may elect to carry the Group Dental Insurance Plan or the DentCare Plan, as set forth in the above paragraph into retirement. Employees retiring on or after July 1, 1998 with twenty-five (25) years or more of service shall be permitted to carry the Group Dental Insurance Plan or the DentCare Plan, described in paragraph A. above, into retirement, with the Port Authority paying the full cost of insurance now being provided by Metropolitan Life Insurance as more specifically set forth in Paragraph A. and the Port Authority paying the full cost of the DentCare Plan. Effective July 1, 1998 employees retiring with less than twenty-five (25) years of Port Authority service will be required to contribute fifty percent (50%) of the retiree costs of providing the Group Dental Plan as described in Paragraph A. above. Costs shall mean the cost of such retiree benefit, as may be modified from time to time, including any increase in such costs. If an employee with less than twenty-five (25) years of service elects to carry the DentCare Plan into retirement the Port Authority will pay the full costs.

ARTICLE V LIFE INSURANCE

A. Employees in the covered membership hired on or before September 30, 1993, shall have Group Term Life Insurance coverage equal to three (3) times the employee's base annual salary. Employees hired into the covered membership after September 30, 1993 shall have Group Term Life Insurance coverage equal to one (1) times the employee's base annual salary. "Base annual salary" as used in this paragraph when applied to an employee in the covered membership shall mean the base annual salary of the employee during the term of this Agreement adjusted to the next highest $1,000.

B. Employees under the age of 65 shall have the option upon retirement to continue coverage under the Port Authority Extended Group Life Insurance Plan up to the amount of such coverage applicable to them at the time of retirement. Employees retiring on or after July 1, 1998 who have twenty-five (25) or more years of Port Authority service will be eligible to continue their Group Life Insurance with no required contributions. Employees retiring on or after July 1, 1998 with less than twenty-five (25) years of Port Authority service will be eligible to continue their Group Life Insurance into retirement; however, they will be required to contribute fifty percent (50%) of the premium cost of providing the coverage elected.

C. The Port Authority will provide $20,000 of paid life insurance at age 65 for each covered employee who retires on of after January 1, 2005. Employees retiring on or after July 1, 1998 who have twenty-five (25) or more years of Port Authority service will not be required to contribute towards this $20,000 of life insurance. Employees retiring on or after July 1, 1998 with less than twenty-five (25) years of Port Authority service will be required to contribute fifty percent (50%) of the premium cost of providing this $20,000 of life insurance upon retirement to age 65.

ARTICLE VI WORKER'S COMPENSATION

The Worker's Compensation Supplement for injuries on duty (IOD's) will limit the maximum employee benefit to that employee's regular net take-home pay.

ARTICLE VII FLEXIBLE SPENDING ACCOUNT

Employees in the covered membership are eligible to participate in Flexible Spending Accounts for both healthcare and dependent care pursuant to the same terms as provided annually to management employees.

ARTICLE VIII VIDEO DISPLAY TERMINAL VISION CARE

Employees who work at Video Display Terminal (VDT) stations will be reimbursed up to $100 per annum for the cost of new eyeglass lenses when necessitated by a change in prescription. Staff of the Inspection and Safety Division will be made available to discuss concerns raised by the CWA in connection with the operations of VDT's.

ARTICLE IX SAFETY SHOES AND SAFETY EYEWEAR

Employees who are required to wear safety shoes or prescribed safety eyewear to perform their job duties shall be reimbursed according to the rates then in effect for non-represented employees. Employees who receive payment for these purchases are required to wear same while performing their duties. Purchases must be pre-approved and proof of purchase must accompany requests for reimbursement.

ARTICLE X VACATION

A. During the term of this Agreement, vacation policies and procedures for employees in the covered membership shall be in accordance with PAI 20-3.01, Vacations, dated October 17, 1974, attached as Exhibit C.

B. During the term of this Agreement, the vacation allowance for employees in the covered membership shall be in accordance with the schedule of vacation allowances attached as Exhibits D. and E.

C. The Port Service Club induction and Service Awards Program, for those employees with twenty-five (25) years or more of service will be replaced with an additional vacation day beyond the existing schedules, attached as Exhibits D. and E.

D. Effective January 1, 2005, employees in the covered membership attaining 30 or more years of service shall be entitled to one (1) additional vacation day beyond the existing vacation schedules, attached as Exhibits D. and E.

E. Effective January 1, 2005, for employees in the covered membership hired after April 12, 1992, the required amount of vacation allowance to participate in the Vacation Exchange Program has been reduced from twenty-four (24) to twenty (20) days.

ARTICLE XI SHIFT DIFFERENTIAL

During the term of this Agreement, the shift differential paid for hours worked on the second and third shift shall be paid at $1.25 per hour.

ARTICLE XII TRAINING PAY

Upon execution of this Agreement, employees in the covered membership shall receive $50 per course for PeopleSoft and/or SAP training when authorized by a Supervisor to provide training to other employees. Payment will be made via PeopleSoft and will be included in the employee's bi-weekly paycheck.

ARTICLE XIII SICK ABSENCE

A. If requested by the CWA, special consideration may be given by the Facility or Unit Manager, in consultation with the Manager, Labor Relations with respect to reviewing an employee's absence record in connection with the Supervisor's Guide to Absence Control, Exhibit VII, Clerical Absence Control Program.

B. Employees in the covered membership hired after September 30, 1993 will earn a maximum of ten (10) sick days per year. All employees in the covered membership hired on or before September 30, 1993 will earn a maximum of twelve (12) sick days per year.

C. Employees in the covered membership who have accumulated a minimum of fifteen (15) days in their sick bank and who retire or separate from Port Authority service in good standing may receive $60 pay per day for each unused sick day accumulated in their sick bank in excess of fifteen (15) days to a maximum of $3,000.

D. The current sick leave incentive payment schedule, distributed annually by the Human Resources Department each November, shall remain in effect for eligible employees.

ARTICLE XIV EMPLOYEE SAFETY

A. The Port Authority represents that it attempts to conform with, and that it does basically conform with, meet, or exceed conformance with the Occupational Health and Safety Standards promulgated by OSHA.

B. If it is established that the Port Authority does not basically conform with OSHA standards, it will make every good faith effort to come into conformance with OSHA standards.

C. Upon request from the CWA, the Port Authority will meet at a mutually agreeable time with the CWA Representative to discuss safety matters affecting employees in the covered membership.

D. It is not the intent of the Port Authority to require employees to perform work which endangers their health or safety or the health or safety of others. If a matter involving employee safety arises it shall be reported to the employee's immediate supervisor and promptly investigated. If required, corrective action shall be initiated as soon as possible. If the matter is not addressed, it should be brought to the attention of the CWA Representative and the Labor Relations Department for referral to the Inspection and Safety Division in the Operations Services Department for investigation and recommendations.

E. An employee whose work is temporarily eliminated as a result of unsafe or unhealthy conditions may be promptly assigned on an interim basis to other comparable work or work location. As soon as it is possible, management will notify the CWA of any interim assignments due to unsafe working conditions.

ARTICLE XV AGREEMENT ADMINISTRATION

A. During regular scheduled working hours, CWA representatives shall be allowed reasonable time away from regular duties with pay and benefits to investigate grievances and to process them at the appropriate organizational level; to attend meetings called by management; to be present at all disciplinary hearings; to attend negotiating sessions; to attend hearings and others proceedings of the Port Authority Employment Relations Panel; and to attend arbitration hearings. The CWA may request for employees in the covered membership necessary reasonable time off to conduct CWA business. Such requests will be made to the Manager, Labor Relations or designee.

B. The Port Authority will provide the CWA with copies of all PAI's, OPI's or Information Bulletins that may affect the operation of this Agreement provided that nothing herein shall be deemed to preclude implementation of the provision of any such instruction or bulletin which are not inconsistent with this Agreement.

C. The Staff Representative of the CWA or his/her designated representative shall have visitation rights at Port Authority facilities for the purpose of administering this Agreement. Such visits shall be limited to non-work areas designated by the Port

Authority. The CWA will advise facility management of their planned visit. Facility visits shall not interfere with Port Authority operations.

D. The Port Authority will provide bulletin boards for exclusive use by the CWA in work areas where there are employees in the covered membership. The designated CWA stewards shall maintain the bulletin boards. The CWA shall not post on the bulletin boards any item that is defamatory to the Port Authority or any employee and will immediately remove any matter deemed inappropriate by the Port Authority.

ARTICLE XVI DUES DEDUCTION AND AGENCY SHOP

A. Membership Dues

1. Membership Dues - All employees in the covered membership who are members of the CWA (hereinafter called "members") shall have deducted from their wages or salaries and forwarded to the appropriate local of the CWA, membership dues upon the conditions and in a manner and amount as provided below.

2. Membership Notices - The CWA shall notify the Port Authority in writing of the name of each member who joins the CWA.

3. Membership Dues Amount - At least thirty (30) days before any subsequent modification to the membership dues to be deducted, the CWA shall notify the Port Authority in writing of the membership dues sum to be deducted from members' wages and salaries. Any change in the amount of membership dues to be deducted shall be made only upon written notification by the CWA to the Port Authority.

4. Membership Dues Deductions - Membership dues shall be deducted from members' salaries in equal bi-weekly installments. The total amount of membership dues so deducted shall be transmitted to the CWA within thirty (30) days after each bi-weekly deduction.

   Membership dues deducted from the wages or salary of any member shall commence on or after, but in no case sooner than, two (2) standard pay periods following the beginning of the member's placement in or re-entry into a position covered by this Agreement, provided that the Port Authority has received from the CWA the written notice of employee's membership in the CWA as required by this Article.

If during the term of this Agreement an employee in the covered membership by written notification directs the Port Authority (with a copy to the CWA) to cease membership dues deductions from his/her wages or salary, the Port Authority shall cease such deductions and commence deducting the representation fee, described in paragraph B. below, within two (2) standard pay periods.

B. Representation Fee

1. Representation Fee - All employees in the covered membership who are not members of the CWA (hereinafter called "non-members") shall have deducted from their wages or salaries and forwarded to the appropriate local of the CWA, a representation fee in a manner and in an amount as provided below.

2. Representation Fee Amount - At least two (2) standard pay periods before any subsequent modification to the representation fee to be deducted, the CWA shall notify the Port Authority in writing of the representation fee sum to be deducted from non-members' wages and salaries but in no event shall such fee exceed 85% of the membership dues of the CWA. Any change in the amount of the representation fee to be deducted shall be made upon written notification by the CWA to the Port Authority.

3. Representation Fee Deductions - The representation fee shall be deducted from non-members' salaries in equal bi-weekly installments. The total amount of representation fees so deducted shall be transmitted to the appropriate CWA local within thirty (30) days after each bi-weekly deduction along with the membership dues deducted pursuant to this Article.

   Representation fee deductions from the wages or salary of any non-member shall commence on or after, but in no case sooner than, two (2) standard pay periods following the beginning of the non-member's placement in or re-entry into a position classification covered by this Agreement.

   If a non-member becomes a CWA member, the Port Authority shall cease deducting the representation fee and commence deducting the membership dues on or after but in no case sooner than two (2) standard pay periods following written notification to the Port Authority by the CWA of the change in status as required by this Article.

ARTICLE XVII OVERTIME

A. For a given work unit, overtime rosters will be compiled beginning with the 1st pay period of each year and updated on no less than a bi-weekly basis. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster. However, it is understood that in assigning overtime it may be necessary to consider the employee's skills and qualifications. This equalization process should conclude on the last scheduled workday of the last pay period of the year and a new roster should then be developed for the following year. The overtime roster should show the overtime hours worked, overtime hours refused and the total hours in both categories.

B. Employees in the covered membership can bank up to 108.75 hours of overtime as compensatory time. Employees shall be able to cash in the compensatory time on a quarterly basis, during the first pay period of January, April, July and October.

C. Non-represented and/or supervisory personnel shall not be assigned work normally assigned to the bargaining unit, either during a normal tour or as an overtime assignment, except in emergencies.

D. A separate overtime equalization roster shall be established for employees in the covered membership who are required to work snow duty.

ARTICLE XVIII GRIEVANCE ARBITRATION PROCEDURE

A. Policy

The parties agree to encourage informal resolution of disputes and differences between them prior to the initiation of action pursuant to this Grievance Arbitration Procedure.

B. Definition

The following Grievance Arbitration Procedure ("Grievance Procedure") shall apply to the processing of complaints limited to the application or interpretation by the Port Authority of any provision of this Agreement, provided, however, that this Grievance Procedure shall not apply to any dispute that directly or indirectly relates to unit work of the CWA. The parties agree that such disputes are expressly excluded from the scope of the parties' agreement to arbitrate and shall not be adjudicated hereunder. Disputes that directly or indirectly relate to the unit work of the CWA

shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel.

The parties further agree that any dispute that directly or indirectly relates to Article II of this Agreement or to any alleged change in any existing term and condition of employment not expressly articulated in this Agreement is expressly excluded from the scope of the parties' agreement to arbitrate and shall not be adjudicated hereunder.

C. Procedure

1. *Step One* - Grievances shall be presented in writing on PA Employee Grievance Forms setting forth all of the facts by the CWA to the Division Manager within thirty (30) calendar days after the occurrence of the event or action which gave rise to the grievance. The grievance shall state which provisions of this Agreement are alleged to have been violated. The Division Manager shall respond to the grievance, in writing, within fifteen (15) workdays of its presentation.

2. *Step Two* - If the parties fail to resolve the grievance at Step One or the Port Authority fails to respond within fifteen (15) workdays of its presentation, the CWA may submit an appeal of the grievance, in writing, within five (5) work days thereafter to the Manager, Labor Relations, Labor Relations Department. Within twenty (20) workdays after receipt of the grievance appeal, the Manager, Labor Relations shall respond, in writing, to the grievance appeal. The response by the Manager, Labor Relations will be final and binding unless appealed to arbitration as provided in Step Three below.

3. *Step Three* - Arbitration

   If the parties fail to resolve the grievance at Step Two or the Port Authority fails to respond within twenty (20) workdays after receipt of the grievance appeal, then within thirty (30) workdays of the date of the Port Authority's response or the date the response was due, the CWA shall have the exclusive right of referring the grievance to arbitration by sending a written demand for arbitration to the Manager, Labor Relations.

D. Arbitrators

1. The Panel of Arbitrators to hear and determine grievances is attached hereto as Exhibit K. The parties shall each have the right to strike one (1) Arbitrator

from the Panel of Arbitrators at any time. Each January, the parties will meet to review the Panel of Arbitrators and to mutually agree upon the replacement of any Arbitrators that have been struck.

2. The parties shall allocate the hearings among the Panel of Arbitrators on an equitable rotation basis.

3. If the Arbitrator is unavailable for sixty (60) days after notice of assignment, the Port Authority shall contact the next Arbitrator on the list until an Arbitrator is found to be available within sixty (60) days of assignment. The parties shall then agree on a mutually convenient hearing date offered by the assigned Arbitrator.

4. The Port Authority shall notify the selected Arbitrator in writing with a copy to the CWA within ten (10) workdays of the selection.

5. The Port Authority shall be responsible for notifying, in writing, the Arbitrator and the CWA of the date, time and place of the hearing. The hearing will be conducted at a Port Authority location mutually agreeable between the Port Authority and the CWA. The Port Authority shall make arrangements for use of the location selected.

6. The decision of the Arbitrator shall be final and binding upon the Port Authority, the CWA and the grievant(s) to the extent permitted by and in accordance with applicable law and this Agreement.

7. All fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

8. The Arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. The Arbitrator shall confine him/herself to the precise issue presented for arbitration and shall have no authority to determine any other issues not presented nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.

9. The Port Authority shall select the court reporters and arrange for their attendance. The Port Authority and the CWA shall divide equally the costs of the transcript for the Arbitrator, the court reporter fees and the court

reporter expenses. Each party shall be responsible for the cost of their own transcript(s).

10. The Arbitrator shall issue his/her decision as soon as possible after the close of the hearing. The Arbitrator shall be bound by the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association.

11. The settlement, award or relief ("resolution") of a grievance may or may not be retroactive as the equities of each case demand but in no event shall such resolution be retroactive to a date earlier than the date the grievance was first submitted or the date the grievance occurred.

E. Representation

The grievant is entitled to CWA representation at any grievance and arbitration meeting. The CWA shall have the exclusive right to represent members in any grievance. The CWA shall receive copies of written determinations and of appeals at all Steps.

F. General Provisions

1. All time limits contained in this Grievance Procedure may be extended by mutual agreement in writing.
2. The CWA shall have the right to submit a grievance on behalf of a group of employees where a violation is alleged.
3. The failure of the Port Authority to meet a deadline specified herein shall permit advancing the matter to the next Step. The failure of the CWA to file a grievance, an appeal or refer the grievance to arbitration within the time limit specified shall be deemed to be a resolution of the grievance.
4. Resolutions or decisions at Steps One or Two of this procedure shall not constitute a precedent in any arbitration proceeding.
5. The grievant(s) and any witnesses will be excused from duty for the purpose of attending grievance hearings subject to the approval of the Manager, Labor Relations. All requests for excuse time must be presented to the Manager, Labor Relations or designee at least five (5) working days in advance, if possible.

6. All participants in the hearing must provide their own transportation to the hearing.

7. All requests for an adjournment, if not mutually agreed to, shall be made to the Arbitrator. If the adjournment is mutually agreed to or is granted by the Arbitrator, the party requesting an adjournment shall bear the full cost of such adjournment.

8. If briefs are to be submitted at the close of the hearing, the parties shall adhere to the agreed upon date for submission. If a party desires an extension of time for filing a brief, he/she shall make the request to the other party, or if represented to the other parties representative. The party requesting the extension shall notify the Arbitrator of the new mutually agreed upon deadline for submission of briefs. If the parties do not mutually agree to an extension of time, a party may request an extension of time from the Arbitrator who shall set the deadline for the submission of briefs.

ARTICLE XIX. DISCIPLINARY PROCEDURE

A. Introduction

No disciplinary action shall be taken except for good and sufficient cause or reason, and except in accordance with this procedure. Discipline should be progressive in nature and corrective in intent, except in instances where an employee's misconduct constitutes just cause for dismissal from employment. The Port Authority subscribes to the principal of progressive discipline, a progression consisting generally of, for example, an official reprimand followed by one (1) to three (3) days compulsory leave of absence without pay, followed by more extensive discipline, up to and including termination.

B. Grounds for Discipline

The following are examples of good and sufficient cause or reason for discipline. Substantial or repeated neglect or failure of the employee to properly perform duties; substantial or repeated violation of rules and regulations; conduct seriously prejudicial to the Port Authority or the public interest.

C. Types of Disciplinary Action

1. The following measures, when taken for disciplinary purposes constitute disciplinary action within the meaning of this procedure. No other types of disciplinary action are authorized.

   i. Dismissal from employment, including compulsory retirement.
   ii. Demotion to a grade or title having a lower rate of pay.
   iii. Transfer to a grade or title having a different type of duties or responsibilities.
   iv. Compulsory Leave of Absence Without Pay.
   v. Reduction in Seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.
   vi. Forfeiture of Vacation Privileges.
   vii. Minor Discipline such as forfeiture of pass, holiday or days off privileges, official reprimands (to be removed from the employee's personnel folder one (1) year from the date of such official reprimand if such official reprimand has not been used as a basis for disciplinary action, or if related official reprimands have not been placed in the employee's personnel folder, or unless otherwise indicated in the official reprimand) and other appropriate minor disciplinary measures which do not affect the employee's grade, title, pay or seniority.

D. Hearings and Disciplinary Procedures

1. The following types of disciplinary action shall not be taken except pursuant to formal written Charges and Specifications ("Charges") and a hearing before an Impartial Hearing Officer (unless the employee waives in writing the filing of Charges or the holding of such hearing pursuant to paragraph G. below): Dismissal; Demotion.

2. The following types of disciplinary action shall not be taken except pursuant to written Notice of Intention to Discipline ("NOI") and a hearing before an Impartial Hearing Officer (unless the employee waives in writing the NOI or the holding of such hearing pursuant to paragraph G. below): Transfer; Compulsory Leave of Absence Without Pay; Reduction in Seniority; Forfeiture of Vacation Privileges; Minor Discipline.

E. Functions of Impartial Hearing Officer

1. The Impartial Hearing Officer shall be appointed from the mutually agreed upon Panel of Arbitrators attached hereto as Exhibit K. The parties shall allocate the hearings among the Panel of Arbitrators on an equitable rotation basis.

2. It shall be the function of the Impartial Hearing Officer to determine the truth or falsity of the alleged offense and if in the opinion of the Impartial Hearing Officer it is sustained, to recommend appropriate disciplinary action. The Impartial Hearing Officer shall proceed promptly with the hearing, shall receive testimony and evidence offered by the employee and the complainant, shall summon witnesses, and shall require the production of records and other data deemed appropriate to the hearing and the determination of the discipline.

3. The Impartial Hearing Officer shall not make any investigation except for the purpose of determining whether there is pertinent testimony or evidence which has not been produced; and any witnesses or evidence produced at the request of the Impartial Hearing Officer shall be presented at the hearing.

4. All fees and expenses of the Impartial Hearing Officer shall be divided equally between the Port Authority and the CWA.

5. The procedure and conduct of such hearings and all incidental proceedings shall be determined by the Impartial Hearing Officer.

6. The Impartial Hearing Officer may grant adjournments and postponements that are deemed warranted and may impose a penalty up to and including termination should an employee or his/her representative fail to appear at the hearing without prior receipt of an adjournment or postponement. The party requesting an adjournment or postponement shall bear the full costs of such adjournment or postponement.

7. In the case of all hearings pursuant to Charges, a stenographic record shall be kept, the cost of which will be divided equally by the Port Authority and CWA.

F. Repeated Offenses

Disciplinary action may be taken against an employee for repeated violation of rules and regulations or repeated neglect or failure to perform duties or other repeated conduct warranting disciplinary action even though disciplinary action has previously been taken separately with respect to some or all of the series of transactions upon which such NOI or Charge is based; but only if such repeated conduct is charged as a separate offense.

G. Waiver of Rights, Resignations Pending Disciplinary Proceedings

1. An employee may waive the right to have the NOI or Charges filed and may waive the right to a hearing, and may do so either before or after the hearing has commenced. All such waivers must be in writing. In addition, the failure to appear at a hearing after notification shall constitute a waiver of such hearing unless the Impartial Hearing Officer shall find such failure excusable.

2. An employee may resign at any time, and in that event any disciplinary proceedings against the employee shall terminate, but unless the NOI or Charges are withdrawn they shall be filed with the employee's record and entry made in such record "Resigned under Notice of Intention to Discipline pending hearing" or "Resigned under formal Charges and Specifications pending hearing."

H. Temporary Suspensions Without Pay

1. Any employee may be temporarily suspended without pay in accordance with these procedures pending the preparation of the NOI or Charges and the completion of the disciplinary proceedings (but not for more than two (2) weeks without the approval of the Chief, Employment and Labor Law Division of the Law Department) and such temporary suspension shall not be deemed to constitute disciplinary action unless the NOI or Charges are thereafter sustained.

2. If the NOI or Charges are sustained and if disciplinary action is taken, such disciplinary action shall be effective as of the day upon which the employee was suspended.

3. Except as provided above, the employee shall be restored to duty either prior to or upon the completion of the disciplinary proceedings and shall then receive full pay for the period of the temporary suspension.

4. Nothing contained in this Article shall be deemed to prevent suspending employees with pay pending the preparation and the completion of disciplinary proceedings or for other administrative purposes.

I. Discipline Pursuant to a Notice of Intention to Discipline

1. When management deems that disciplinary action pursuant to a NOI should be taken, the employee shall be served with the NOI, with a copy to the Chief, Employment and Labor Law Division of the Law Department and to the appropriate representative of the CWA, setting forth the facts upon which such action is based and the requested type of disciplinary action.

2. If requested, a meeting shall be scheduled between management, the employee, the CWA representative and a representative of the Employment and Labor Law Division of the Law Department, to attempt resolution of the pending NOI.

3. If a meeting is requested and resolution is not attained or if a meeting is not requested, the Employment and Labor Law Division representative of the Law Department will contact the next individual on the mutually agreed to Panel of Arbitrators attached as Exhibit K. The Port Authority and the CWA shall agree to a mutually convenient date of hearing for the Impartial Hearing Officer to receive evidence and testimony.

4. The Impartial Hearing Officer is encouraged to render his/her findings, determinations and disciplinary penalty, if any, on the hearing date. Such decision need not to be in writing but nonetheless shall be final and binding on the Port Authority, the CWA and the employee(s) covered by the NOI.

J. Discipline Pursuant to Charges

1. *Form of Charges* -Charges shall be in writing, and each charge shall be a brief statement of the alleged offense.

Example:

CHARGE 1

Substantial and Repeated violation of rules and regulation of The Port Authority of New York and New Jersey.

SPECIFICATION 1

Employee failed to report to work on time on the 13th, 15th, 17th, 24th and 27th day of January, 2005, in violation of Rule 5 of "General Rules and Regulations for All Port Authority Employees," which provides that "Being in the proper place at the proper time constitutes a part of the work just as much as any specific duties. Therefore, excessive absence or tardiness may be considered sufficient cause for disciplinary action."

2. *Signature of Charges* - Charges shall be signed by the complainant, who need not be an officer, employee or agent, or otherwise connected with The Port Authority of New York and New Jersey.

3. *Filing Charges* - The Chief, Employment and Labor Law Division of the Law Department confers with the complainant and assists in the preparation of Charges and administers the processing of all disciplinary proceedings.

   Whenever Charges are made by a Port Authority employee it shall be transmitted to that employee's Department/Office Director. Whenever Charges are made by a person not connected with the Port Authority, it shall be transmitted to the Department/Office Director of the employee sought to be disciplined. In either case, the Charges shall be deemed filed as of the date signed by the Department/Office Director.

4. *Time Limitation* - Charges should be filed in a timely manner, as close as possible to the occurrence upon which the Charges are based or the date when the Port Authority should reasonably have known of the same. Notwithstanding, Charges signed by a Department/Office Director more than one (1) year after the alleged commission of the offense charged or when the Port Authority should reasonably have known of the same, shall be void.

5. *Action by Department/Office Director* - Upon receipt of the Charges and after such preliminary investigation as necessary, the Department/Office Director shall:

i. Return the Charges to the complainant for correction in the event that they do not conform to the required form of Charges;

ii. Direct that the Charges be dropped; but in case the complainant is not a member of that department only with the approval of the Chief, Employment and Labor Law Division of the Law Department;

iii. If a hearing is necessary forward the Charges to the Chief, Employment and Labor Law Division of the Law Department for action;

iv. In case the employee against whom Charges are made is a member of another department; refer the Charges to the director of such other department/office, who thereupon shall take one or another of the types of action specified above.

6. *Action by the Chief, Employment and Labor Law Division of the Law Department* - the Chief, Employment and Labor Law Division of the Law Department upon receipt of the Charges and after such further investigation as necessary shall either:

   i. Direct that the Charges be dropped; or,

   ii. Refer the Charges to an Impartial Hearing Officer for hearing.

7. *Service of Charges and Notice of Hearing* - Charges shall be served upon the employee and direct the employee to appear for a hearing. The Charges and/or notification of hearing may be served personally or by registered mail, return receipt requested, or by overnight delivery at the last known address of the employee on file with the Port Authority. The Employment and Labor Law Division representative of the Law Department will contact the next individual on the mutually agreed to Panel of Arbitrators attached as Exhibit K. The Port Authority and the CWA shall agree to a mutually convenient date of hearing for the Impartial Hearing Officer to receive evidence and testimony.

8. *Briefs* - If briefs are to be submitted at the close of the hearing, the parties shall adhere to the agreed upon date for submission. If a party desires an extension of time for filing a brief, he/she shall make the request to the other party, or if represented to the other parties representative. The party requesting the extension shall notify the Impartial Hearing Officer of the new mutually agreed upon deadline for submission of briefs. If the parties do not mutually agree to an extension of time, a party may request an extension of

time from the Impartial Hearing Officer who shall set the deadline for the submission of briefs.

9. *Findings* - As promptly as practicable following the conclusion of a hearing the Impartial Hearing Officer shall make findings. The findings shall be in writing and shall refer to each separate formal charge and shall state whether each formal charge is "sustained" or "not sustained." The Impartial Hearing Officer, if desired, may accompany the findings with opinions in writing explaining the reasons for such findings.

   The Impartial Hearing Officer shall make a recommendation for disciplinary action if the Charges are sustained, and in so doing may receive and consider records of prior disciplinary proceedings.

   The findings of the Impartial Hearing Officer shall be final and binding on both the Port Authority, the CWA, and the employee may be implemented immediately and without further action or review to the extent permitted by and in accordance with applicable law.

K. Discovery

The Port Authority shall provide, upon written request to the Chief, Employment and Labor Law Division of the Law Department by the charged employee or his/her representative prior to the disciplinary hearing, copies of the evidence it intends to present at the hearing including statements, photographs, recordings and other writings made in the normal course of business but excluding attorney work product. The current practice pursuant to which CWA and/or the employee is permitted access to log books and other records in order to prepare his/her defense shall continue. The Port Authority shall provide such discovery no later than eight (8) workdays prior to the scheduled hearing or within ten (10) work days of receipt of the request, whichever is later.

The Impartial Hearing Officer may, upon application by the CWA, grant an adjournment of the hearing if the Port Authority fails to provide such information within the period set forth in the preceding paragraph. The Impartial Hearing Officer may not grant an application for an adjournment if the CWA failed to make a written request for information.

ARTICLE XX HOLIDAYS & PERSONAL DAYS

A. The eleven (11) holidays for employees in the covered membership are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The actual date of observance is published by the Human Resources Department in its annual holiday schedule.

B. Employees are eligible to take a maximum of five (5) Personal Leave Days each year. Personal Leave Days should be scheduled with the approval of the employee's supervisor. Requests should be made as far in advance as possible and should not be unreasonably denied. Personal Leave Days must be taken in the calendar year in which they are earned or else they are forfeited.

C. Effective January 1, 2006 employees are eligible to take two (2) of their allotted personal days in increments of not less than one (1) hour, provided that the personal time is contiguous to the start or the end of the workday. Requests should be made as far in advance as possible and should not be unreasonably denied.

ARTICLE XXI SUBSTITUTION (OUT-OF-TITLE)

To qualify for compensation for working on a temporary basis in a higher classification, the assignment in the higher rated title must be of a minimum duration of one (1) day. The employee assigned to the higher rated title will receive pay from day one at the Step rate for the higher classification which results in a minimum of a five percent (5%) increase (subject to range maximums) to the employee's rate of pay in his/her current position. Temporary assignments shall be assigned to employees on the tour by seniority on a rotating basis.

ARTICLE XXII PROMOTION PROCEDURES

A. All Port Authority wide bargaining unit clerical job vacancies for which a departmental option is not exercised will be posted in all the work locations where there are employees in the covered membership for not less than ten (10) working days.

B. All job postings will include a summary of the position, educational and testing requirements, if any, and salary.

C. All posted departmental clerical job vacancies shall be posted in all work locations where there are employees in the covered membership for not less than ten (10) working days.

D. Copies of Port Authority wide job postings will be sent to the CWA from the Human Resources Department at the time of posting.

E. The hiring department will interview the candidates pre-screened by the Human Resources Department for all posted positions. However, the hiring department is not required to interview more than six (6) candidates. When more than six (6) applications are received, selection for those interviews will be made on the basis of seniority in title/grade.

F. The hiring department will review with the Human Resources Department all selections made in accordance with posted selection processes.

G. The hiring department will provide feedback concerning the candidate's qualifications for the position, upon request, to the individuals who are interviewed for a posted position.

H. During the term of this Agreement, promotional increases will be a minimum of five percent (5%) subject to range maximum.

I. Information regarding required tests for qualification for positions covered by this Agreement can be obtained from the Human Resources Department. The Human Resources Department will also, upon reasonable requests, meet with employees seeking test-taking advice.

ARTICLE XXIII TRANSFER PROCEDURE

A. Employees who have been working in a position in the covered membership for three (3) or more continuous years in the same department, with at least two (2) years of continuous service in their current title, may register with the Human Resources Department during the first week in January in accordance with the Human Resources Department instructions. In the event of a posted Departmental Option Bulletin for permanent vacancy the names of up to five (5) individuals qualified for the position from outside the department, will be forwarded to the hiring manager for consideration for the posted vacancy. Selection of the individuals chosen for forwarding to the hiring department will be made on the basis of Port Authority seniority from those qualified for the vacancy, subject to the review of the Human Resources Department. Employees who chose to register under this procedure may register for consideration in no more that three (3) departments.

B. The Human Resources Department will provide to CWA in January a list of all employees who are currently registered under this procedure, the number of said employees interviewed for vacancies under this procedure, and the number of employees hired under this procedure.

ARTICLE XXIV REDUCTION IN FORCE PROGRAM

A. To meet changing conditions, operating requirements, or other organizational goals, and in the interest of efficiency, economy or otherwise, one (1) or more positions in any class title in one (1) or more of the Port Authority's departments/offices may be abolished. Before carrying out a Reduction In Force Program the Port Authority shall meet and confer with the CWA representatives and present them with the Program at least ten (10) days prior to carrying out the Program.

B. In accordance with the Port Authority's long-standing practice of attempting to provide job security to permanent employees, every effort will be made to assure that permanent employees in positions to be abolished are placed in available vacancies before any employee loses his/her employment. In this regard, all temporary (including "job shoppers" hired after October 21, 1992), project, or probationary employees in affected position classes and occupational specialties shall be terminated in that order as the first step in a Reduction In Force Program. The use of outside consultants shall also be eliminated or reduced where feasible.

C. Prior to carrying out involuntary removal procedures, the Port Authority shall ask employees in affected position classes and occupational specialties if they wish to retire or resign voluntarily as the second step in a Reduction In Force Program. The Port Authority shall provide the CWA a list with the name, job titles and seniority dates of those employees who wish to voluntarily resign or retire.

D. If the above two steps do not bring staffing levels to that required for reasons of efficiency and economy, the Port Authority shall make reductions in force in the following manner:

1. A permanent employee in an abolished position may be reassigned to a vacant position within his/her department.

2. If reassignment is not available, a senior permanent employee in an abolished position shall have the right to retreat to a position held by the junior employee in the senior employee's occupational specialty within the department.

3. A junior employee with more than five (5) years of Port Authority service forced out of his/her position by the retreat of a senior employee shall have the right to retreat to a position held by the most junior employee in the forced out employee's occupational specialty within the entire bargaining unit.

4. Junior employees with no position to which they can retreat, may be involuntarily removed and separated from service.

5. Seniority for purposes of defining retreat rights in the event of a reduction in force shall be the length of the service with the Port Authority including temporary and probationary time, time spent on maternity leave without pay, time on military leave, and sick leave (with or without pay), and all periods of authorized absence with pay.

6. An occupational specialty encompasses homogeneous functions within a specific pay plan which are assigned to employees at various levels of responsibility, as identified by the Director, Human Resources Department in consultation with affected department heads. An employee retreating to a position within an occupational specialty must be ale to perform the duties and responsibilities of the position at their present or a lower level without undue interruption to the activity.

E. An employee who is involuntarily removed and separated from service, or, who voluntarily terminates or retires when the Port Authority is carrying out a Reduction In Force Program, shall be paid a severance allowance in accordance with Exhibit L attached hereto. Group Life and Health Insurance benefits under the Port Authority Group Life Insurance and Group Health Programs (including Dental Plan Coverage) shall be extended for a period of ninety (90) days beyond the date of separation to all employees who are separated from service by the Port Authority's carrying out of a Reduction In Force Program. In addition, all affected employees shall be paid for all accumulated and unused vacation and personal leave in accordance with existing policies.

F. An employee selected to be involuntarily removed and separated from service, shall be informed by the Director, Human Resources Department in writing at least thirty (30) days in advance of the termination date. Within fifteen (15) days of such notification the employee may submit a written appeal of this termination to an Appeal Panel to be appointed by the Executive Director, which shall be composed of a representative from the Labor Relations Department, a representative from the Law Department, and a representative from the CWA. The Appeals Panel may entertain only those appeals related to the seniority level of the employee. A decision by a majority of the Appeals Panel shall be final. Copies of the Panel's decision will be forwarded to the Director, Human Resources Department, the employee and the CWA.

G. If an employee retreats or is reassigned into a position in a lower level class title as a result of a Reduction In Force Program, he/she shall receive a salary equivalent to his/her current salary or the new salary range, whichever is less. At the employee's next anniversary date, he/she shall move to the next higher step in the new salary range unless already at maximum. If an employee is reassigned into a position in a higher level class title as a result of a Reduction In Force Program, he/she shall receive a salary equivalent to his/her current salary or the minimum of the new salary range whichever is more.

H. The Director, Human Resources Department shall establish a Reemployment Priority List of employees. The list shall include all bargaining unit employees who have been involuntarily removed and separated from service through a Reduction In Force Program in the past twelve (12) months and who have not subsequently applied for retirement. When vacancies occur in any occupational specialty in the bargaining unit, senior employees on the Reemployment Priority List who have previously been employed in the occupational specialty for which there is a vacancy shall be offered the position. A separated employee will be removed from the Reemployment Priority List if the employee refused to accept an offer of reemployment at their previous work location or fails to report for work there within fifteen (15) calendar days.

I. Employees recalled from the Reemployment Priority List shall be paid the salary they held at the time of involuntarily removal and separation from service adjusted by any intervening negotiated salary increases. If the recall is into a position in a lower level or higher level class title than the position in which they worked at the time of involuntary removal and separation, their salary may be further adjusted as described in paragraph G. above. Employees recalled from the Reemployment Priority List shall immediately be entitled to Group Life and Health Insurance benefits available to employees at the time reemployment begins.

J. The Port Authority shall send to the CWA a listing of bargaining unit employees by class title and showing the seniority date for each employee in each class title. The listing shall be sent by January 15th for employees in the bargaining unit as of January 1st of each year.

ARTICLE XXV CLASSIFICATION

A. An employee should be properly classified for the work he/she is performing.

B. An employee requesting a reclassification must set forth in detail the change in job duties and responsibilities warranting the reclassification by completing a Position Description Questionnaire (Form PA 3477C) and submitting it to his/her manager.

C. If the manager disagrees with the employee's request, the manager must inform the employee of his/her decision within fourteen (14) working days.

D. Appeals can only be made to the Human Resources Department by a Representative of CWA.

E. If a position is reclassified by the Human Resources Department, the employee holding the reclassified position will be given the appropriate compensation effective thirty (30) working days from the date of the reclassification request.

F. The Human Resources Department's determination is final with no further appeal. Reclassification requests shall not be unreasonably denied.

G. Upon execution of this Agreement, the CWA will compose a list of reclassification requests, which will be submitted to the Labor Relations Department. The Labor Relations Department will submit the list to the Human Resources Department who will request the employee's department to submit a Position Description Questionnaire (Form PA 3477C) within 15 working days. The Human Resources Department will complete the classification review process no later than 120 days after the request has been submitted to the Labor Relations Department. After the determination has been made by the Human Resources Department of reclassification requests pursuant to this Article, all future requests for reclassification will be made pursuant to A. through F. above.

ARTICLE XXVI JOB SHOPPERS AND AGENCY TEMPS

A. A "Job Shopper" is a non-Port Authority worker who is engaged for a specific project or a limited period and includes Agency Temp Employees, whose employment is to terminate upon completion of the project or at the end of the period and whose term with the Port Authority is expected to continue for more than three (3) weeks but not more than one (1) year. However, with the agreement of the CWA the period may be extended.

B. Any position(s) which have been filled by a Job Shopper or Agency Temp in excess of one (1) year, or if an agreement to extend has expired, shall be considered a "Job Vacancy" and may be filled. Should the Port Authority decide to fill the vacancy, it cannot be filled by a Job Shopper or Agency Temp but shall be filled with a permanent employee through the job posting and bidding procedures as established by Article XXII of this Agreement. If no employee applies through the above procedure, the employer may recruit for a permanent employee to fill the position.

C. The Port Authority agrees to utilize the provisions of this Article in filling all its temporary needs. The Port Authority agrees that the number of Agency Temps employed in bargaining unit positions shall not exceed twenty-five (25).

D. During the term of this Agreement, the Port Authority will provide to the CWA on January 1st and July 1st a list of Job Shoppers and Agency Temps as defined in paragraph A. above.

E. The CWA will not challenge the Port Authority's use of clerical and technical staff when those clerical and/or technical services are performed solely for consultants hired by the Port Authority and when those clerical and technical services are not paid directly by the Port Authority.

ARTICLE XXVII JOB SHARING

The policy regarding Alternate Work Arrangement and Flextime is attached hereto as Exhibit F. Upon approval, a Job Sharer may accumulate a prorated compensatory time bank based upon amount of time worked.

ARTICLE XXVIII FAMILY AND MEDICAL LEAVE

Employees in the covered membership may request a leave under the provisions of the Family and Medical Leave Act of 1993 (FMLA). The employee will not be required to exhaust all sick time, vacation time and personal leave before utilizing the unpaid leave provided for under the FMLA. The definition of a family member will be expanded to include domestic partners (a domestic partner is defined in terms of a quasi-spousal relationship; and involves the sharing of financial responsibilities and permanent residence together for a period of at least one year. A casual relationship or an arrangement designed to save money by living together such as a roommate, live-in boarder or relative does not qualify as a domestic partner).

ARTICLE XXIX MEDICAL HEARINGS

A. The dismissal, demotion, transfer or compulsory retirement of a permanent employee because of mental or physical incapacity substantially impairing the employee's ability to perform duties not taken for disciplinary purposes is not considered to be disciplinary action and does not come within the scope of discipline.

B. AP 20-1.09, "Removal of an Employee for Mental of Physical Disability", dated June 22, 1993, attached hereto as Exhibit H shall apply to employees in the covered membership except that such hearing shall be before an Impartial Hearing Officer at

the request of the employee concerned whenever the dismissal, demotion, transfer or compulsory retirement is contemplated on the grounds of mental or physical incapacity.

ARTICLE XXX LONG-TERM DISABLITY

Active employees in the covered membership who have a minimum of one (1) year continuous service as a Port Authority employee, will be covered by the Port Authority's Long-Term Disability Program created April 24, 1974 for management and professional employees, under which a covered employee who is permanently disabled due to a non-job connected illness or injury is eligible to receive up to sixty percent (60%) of his/her annual base pay to age sixty-five (65) from a combination of sources, including any New York State Employees' Retirement System Ordinary Disability and Social Security Act benefits (and any other relevant payments), with the difference up to sixty (60%) maximum (but no more than fifty percent (50%) of the employees' base salary) to be provided by the Port Authority. However, the amount of the Port Authority's contribution under this Program may not exceed fifty percent (50%) of the amount of the employee's base salary. As used in this Article, the term "permanently disabled" shall mean "physically or mentally incapacitated for the performance of his/her duties as set forth in that employee's job specification."

ARTICLE XXXI TECHNOLOGICAL CHANGE

The Port Authority will notify the CWA as soon as practicable of planned major technological changes (including changes in equipment, hardware, software) and changes in work locations and organization units which may affect employees in the covered membership. Meetings about the planned changes will be held as soon thereafter as can be mutually arranged. At such meetings, the Port Authority will advise the CWA of its plans with respect to the introduction of such changes and will familiarize the CWA with the progress being made. The CWA shall have the opportunity to discuss the resultant impact of these changes upon the affected employees in the covered membership.

ARTICLE XXXII BEREAVEMENT LEAVE

A. Excused time shall be authorized because of a death in the employee's immediate family (spouse, child, parent, brother, sister, spouse's parent, domestic partner or other person permanently residing in the employee's home at the time of death). When more than three (3) scheduled workdays are needed, the additional time must be approved by the employee's Department/Office Director and the approval shall not be unreasonably denied. Absences in excess of five (5) workdays require Human Resources Department approval.

B. If the policy governing "Excused Absences" for death in family is amended for non-represented employees to include grandparents, employees in the covered membership shall receive the same benefit.

ARTICLE XXXIII THIRD PARTY MEDICAL OPINION

A. When there is a documented disagreement between the Port Authority Office of Medical Services (OMS) and an employee's treating physician concerning whether a) the employee is medically fit to return either to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return either to full duty or under medical restriction, then OMS shall provide to the employee a list of at least three (3) physicians from among whom the employee shall, within forty-eight (48) hours of receipt of the list, notify OMS of his/her selected choice. OMS will then promptly make an appointment for the purpose of obtaining a medical opinion on this issue. If the employee requests an additional list of at least three (3) physicians, then OMS shall provide an additional list to the employee, provided that the employee makes such request in writing to OMS within three (3) working days of the employee's receipt of the first list. The opinion of that third party physician as to whether a) the employee is medically fit to return to full duty, or b) is medically fit to return to duty under medical restriction, or c) is not medically fit to return either to full duty or under a medical restriction shall be final and binding on the Port Authority, the employee and the CWA, and is not subject to the Grievance Arbitration Procedure of this Agreement. The third party medical opinion is not intended for short-term illnesses such as colds or sore throats.

B. Prior to scheduling an appointment with a physician for a third party medical opinion, the CWA, on the employee's behalf, may seek clarification or explanation concerning the employee's status from the Medical Operations Manager of OMS. However, it is understood by the parties that this meeting shall be for informational purposes only.

ARTICLE XXXIV PRINT SHOP

A. The Port Authority will continue to provide free parking at or near their work location to those employees in the covered membership assigned to the Print Shop at the PATC, located in Jersey City.

B. The current practice regarding work uniforms will continue.

C. Non-represented and/or supervisory personnel shall not be assigned work normally assigned to Print Shop employees, except in emergencies.

ARTICLE XXXV MISCELLANEOUS

A. Child Care - The Port Authority will permit CWA input into planning for childcare facilities, should such planning occur.

B. TransitCheks -Pursuant to AP 40-1.02, "TransitChek Program" dated February 25, 1997, attached as Exhibit I to this Agreement, eligible employees will receive $65 per month in TransitCheks under the TransitChek Program, which are distributed on a quarterly basis. If non-represented employees receive an increase in the TransitChek benefit, employees in the covered membership shall receive the same benefit.

C. Employment Security - The Port Authority intends to continue its practice with respect to employee job security and career service.

D. Alternate Work Schedule - An employee may request, in writing, an alternate work schedule. The request will be reviewed by Port Authority management. If the request is denied, the employee will receive a written response within fourteen (14) working days setting forth the reasons for the denial.

E. Temporary Employees - Port Authority temporary employees who work more than twenty-five (25) hours a week and 650 hours in a six month period will become part of the covered membership; such employees who work more than twenty-five (25) hours a week and 1,300 hours in a twelve (12) month period will receive pay and benefits in accordance with the applicable provisions of this Agreement.

F. Temporary Time - For the purpose of negotiating unit seniority only, time accumulated by employees in temporary positions or on Family and Medical Leave will be included.

G. Americans with Disabilities Act - The Port Authority recognizes its obligations under the ADA. However, this paragraph G is not subject to the Grievance Arbitration Procedure of this Agreement.

H. Tuition Assistance Program - Pursuant to AP 20-4.54, "Tuition Assistance Program", dated April 12, 1994 and attached as Exhibit J employees in the covered membership shall be entitled to tuition assistance.

I. Training - Training shall first be offered to all full-time and part-time employees in the covered membership prior to training any contractors or temporary employees when training is required to perform bargaining unit work.

J. Retirement - Subject to applicable law, retirement benefits for employees in the covered membership shall be those provided under the programs applicable to Port Authority employees pursuant to New York Retirement and Social Security Law.

K. Essential Employees - Where feasible, units will rotate employees providing coverage for the purposes of early release.

ARTICLE XXXVI TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2005 and shall expire on August 31, 2009.

Dated: July 31, 2006

The Port Authority of New York
And New Jersey

By: _____
Director
Labor Relations Department

Witness: _____

Witness: _____

The Communications Workers of
America, AFL-CIO

By: James P. Marchetti
President
Communications Workers of
America Local 1032, AFL-CIO

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Witness: _____
CWA Representative

EXHIBIT A

Class Code	Class Titles	Pay Plan	Grade
1156	ACCOUNTING SPECIALIST	C	22
1112	ADDRESSOGRAPH OPERATOR	C	14
1025	ADMINISTRATIVE SECRETARY	C	19
1121	CHIEF TELEPHONE OPERATOR	C	18
7106	COORDINATOR PHOTO & AUDIO VISUAL SERVICES	D	04
1127	DATA CONTROL CLERK	C	14
7194	FACILITY CAFETERIA SUPERVISOR	D	05
1012	JUNIOR OFFICE ASSISTANT	C	10
1054	LEGAL SECRETARY	C	19
7550	MEDICAL ASSISTANT	D	03
7549	MEDICAL RECORDS ASSISTANT	D	02
7553	MEDICAL TESTING PROGRAM COORDINATOR	D	04
7206	MATERIALS CONTROL TECHNICIAN	D	04
1010	OFFICE AIDE	C	08
1016	OFFICE ASSISTANT	C	14
1934	PRINCIPAL ACCOUNTING CLERK	C	20
1015	PRINCIPAL OFFICE ASSISTANT	C	19
1734	PRINCIPAL RECORDS MANAGEMENT SPECIALIST	C	20
7102	PRINCIPAL REPRODUCTION EQUIPMENT OPERATOR	D	03
1023	PRINCIPAL TIMEKEEPER O/M/P	C	21
1737	RECORDS MANAGEMENT SPECIALIST	C	14
7101	REPRODUCTIONS EQUIPMENT OPERATOR	D	01
7105	REPRODUCTION EQUIPMENT SUPERVISOR	D	04
1033	SECRETARY	C	15
1036	SECRETARY WITH STENO	C	15P
1151	SENIOR ACCOUNTING CLERK	C	18
1045	SENIOR ADMINISTRATIVE SECRETARY	C	21
7331	SENIOR COMPOSITION SPECIALIST	D	05
1041	SENIOR LEGAL SECRETARY	C	21
1022	SENIOR OFFICE ASSISTANT	C	18
1733	SENIOR RECORDS MANAGEMENT SPECIALIST	C	17

Class Code	Class Titles	Pay Plan	Grade
7103	SENIOR REPRODUCTIONS EQUIPMENT OPERATOR	D	02
1024	SEIOR TIMEKEEPER O/M/P	C	19
1047	SUPERVISING OFFICE ASSISTANT	C	22
1120	TELEPHONE OPERATOR I	C	12
7565	X-RAY TECHNICIAN	D	04
7400	YOUTH SERVICES WORKER	D	03

EXHIBIT B

Table of Salary Ranges Covered by Memorandum of Agreement Between The Port Authority of New York and New Jersey and The Communications Workers of America, Local 1032

	1/1/05-12/31/05		1/1/06-12/31/06		1/1/07-12/31/07		1/1/08-7/31/09	
C - 8	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$786	$20,436	$810	$21,060	$834	$21,684	$855	$22,230
Step 2	$811	$21,086	$835	$21,710	$860	$22,360	$882	$22,932
Step 3	$835	$21,710	$860	$22,360	$886	$23,036	$908	$23,608
Step 4	$860	$22,360	$886	$23,036	$913	$23,738	$936	$24,336
Step 5	$887	$23,062	$914	$23,764	$941	$24,466	$965	$25,090
Step 6	$912	$23,712	$939	$24,414	$967	$25,142	$991	$25,766
Step 7	$942	$24,492	$970	$25,220	$999	$25,974	$1,024	$26,624
Step 8	$970	$25,220	$999	$25,974	$1,029	$26,754	$1,055	$27,430
Step 9	$999	$25,974	$1,029	$26,754	$1,060	$27,560	$1,087	$28,262
Step 10	$1,032	$26,832	$1,063	$27,638	$1,095	$28,470	$1,122	$29,172
Step 11	$1,066	$27,716	$1,098	$28,548	$1,131	$29,406	$1,159	$30,134
C - 10	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$838	$21,788	$863	$22,438	$889	$23,114	$911	$23,686
Step 2	$867	$22,542	$893	$23,218	$920	$23,920	$943	$24,518
Step 3	$896	$23,296	$923	$23,998	$951	$24,726	$975	$25,350
Step 4	$928	$24,128	$956	$24,856	$985	$25,610	$1,010	$26,260
Step 5	$957	$24,882	$986	$25,636	$1,016	$26,416	$1,041	$27,066
Step 6	$989	$25,714	$1,019	$26,494	$1,050	$27,300	$1,076	$27,976
Step 7	$1,022	$26,572	$1,053	$27,378	$1,085	$28,210	$1,112	$28,912
Step 8	$1,057	$27,482	$1,089	$28,314	$1,122	$29,172	$1,150	$29,900
Step 9	$1,093	$28,418	$1,126	$29,276	$1,160	$30,160	$1,189	$30,914
Step 10	$1,130	$29,380	$1,164	$30,264	$1,199	$31,174	$1,229	$31,954
Step 11	$1,167	$30,342	$1,202	$31,252	$1,238	$32,188	$1,269	$32,994

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C - 12	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$917	$23,842	$945	$24,570	$973	$25,298	$997	$25,922
Step 2	$949	$24,674	$977	$25,402	$1,006	$26,156	$1,031	$26,806
Step 3	$980	$25,480	$1,009	$26,234	$1,039	$27,014	$1,065	$27,690
Step 4	$1,012	$26,312	$1,042	$27,092	$1,073	$27,898	$1,100	$28,600
Step 5	$1,047	$27,222	$1,078	$28,028	$1,110	$28,860	$1,138	$29,588
Step 6	$1,081	$28,106	$1,113	$28,938	$1,146	$29,796	$1,175	$30,550
Step 7	$1,118	$29,068	$1,152	$29,952	$1,187	$30,862	$1,217	$31,642
Step 8	$1,153	$29,978	$1,188	$30,888	$1,224	$31,824	$1,255	$32,630
Step 9	$1,189	$30,914	$1,225	$31,850	$1,262	$32,812	$1,294	$33,644
Step 10	$1,228	$31,928	$1,265	$32,890	$1,303	$33,878	$1,336	$34,736
Step 11	$1,268	$32,968	$1,306	$33,956	$1,345	$34,970	$1,379	$35,854
C - 14	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,022	$26,572	$1,053	$27,378	$1,085	$28,210	$1,112	$28,912
Step 2	$1,054	$27,404	$1,086	$28,236	$1,119	$29,094	$1,147	$29,822
Step 3	$1,089	$28,314	$1,122	$29,172	$1,156	$30,056	$1,185	$30,810
Step 4	$1,123	$29,198	$1,157	$30,082	$1,192	$30,992	$1,222	$31,772
Step 5	$1,158	$30,108	$1,193	$31,018	$1,229	$31,954	$1,260	$32,760
Step 6	$1,193	$31,018	$1,229	$31,954	$1,266	$32,916	$1,298	$33,748
Step 7	$1,231	$32,006	$1,268	$32,968	$1,306	$33,956	$1,339	$34,814
Step 8	$1,270	$33,020	$1,308	$34,008	$1,347	$35,022	$1,381	$35,906
Step 9	$1,308	$34,008	$1,347	$35,022	$1,387	$36,062	$1,422	$36,972
Step 10	$1,352	$35,152	$1,393	$36,218	$1,435	$37,310	$1,471	$38,246
Step 11	$1,397	$36,322	$1,439	$37,414	$1,482	$38,532	$1,519	$39,494

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C - 15	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,062	$27,612	$1,094	$28,444	$1,127	$29,302	$1,155	$30,030
Step 2	$1,099	$28,574	$1,132	$29,432	$1,166	$30,316	$1,195	$31,070
Step 3	$1,134	$29,484	$1,168	$30,368	$1,203	$31,278	$1,233	$32,058
Step 4	$1,173	$30,498	$1,208	$31,408	$1,244	$32,344	$1,275	$33,150
Step 5	$1,213	$31,538	$1,249	$32,474	$1,286	$33,436	$1,318	$34,268
Step 6	$1,251	$32,526	$1,289	$33,514	$1,328	$34,528	$1,361	$35,386
Step 7	$1,293	$33,618	$1,332	$34,632	$1,372	$35,672	$1,406	$36,556
Step 8	$1,337	$34,762	$1,377	$35,802	$1,418	$36,868	$1,453	$37,778
Step 9	$1,383	$35,958	$1,424	$37,024	$1,467	$38,142	$1,504	$39,104
Step 10	$1,428	$37,128	$1,471	$38,246	$1,515	$39,390	$1,553	$40,378
Step 11	$1,475	$38,350	$1,519	$39,494	$1,565	$40,690	$1,604	$41,704

C - 15P	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,062	$27,612	$1,094	$28,444	$1,127	$29,302	$1,155	$30,030
Step 2	$1,103	$28,678	$1,136	$29,536	$1,170	$30,420	$1,199	$31,174
Step 3	$1,145	$29,770	$1,179	$30,654	$1,214	$31,564	$1,244	$32,344
Step 4	$1,187	$30,862	$1,223	$31,798	$1,260	$32,760	$1,292	$33,592
Step 5	$1,234	$32,084	$1,271	$33,046	$1,309	$34,034	$1,342	$34,892
Step 6	$1,282	$33,332	$1,320	$34,320	$1,360	$35,360	$1,394	$36,244
Step 7	$1,330	$34,580	$1,370	$35,620	$1,411	$36,686	$1,446	$37,596
Step 8	$1,381	$35,906	$1,422	$36,972	$1,465	$38,090	$1,502	$39,052
Step 9	$1,433	$37,258	$1,476	$38,376	$1,520	$39,520	$1,558	$40,508
Step 10	$1,481	$38,506	$1,525	$39,650	$1,571	$40,846	$1,610	$41,860
Step 11	$1,530	$39,780	$1,576	$40,976	$1,623	$42,198	$1,664	$43,264

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C - 16	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,109	$28,834	$1,142	$29,692	$1,176	$30,576	$1,205	$31,330
Step 2	$1,145	$29,770	$1,179	$30,654	$1,214	$31,564	$1,244	$32,344
Step 3	$1,182	$30,732	$1,217	$31,642	$1,254	$32,604	$1,285	$33,410
Step 4	$1,221	$31,746	$1,258	$32,708	$1,296	$33,696	$1,328	$34,528
Step 5	$1,263	$32,838	$1,301	$33,826	$1,340	$34,840	$1,374	$35,724
Step 6	$1,304	$33,904	$1,343	$34,918	$1,383	$35,958	$1,418	$36,868
Step 7	$1,346	$34,996	$1,386	$36,036	$1,428	$37,128	$1,464	$38,064
Step 8	$1,389	$36,114	$1,431	$37,206	$1,474	$38,324	$1,511	$39,286
Step 9	$1,433	$37,258	$1,476	$38,376	$1,520	$39,520	$1,558	$40,508
Step 10	$1,481	$38,506	$1,525	$39,650	$1,571	$40,846	$1,610	$41,860
Step 11	$1,530	$39,780	$1,576	$40,976	$1,623	$42,198	$1,664	$43,264
C - 17	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,160	$30,160	$1,195	$31,070	$1,231	$32,006	$1,262	$32,812
Step 2	$1,195	$31,070	$1,231	$32,006	$1,268	$32,968	$1,300	$33,800
Step 3	$1,235	$32,110	$1,272	$33,072	$1,310	$34,060	$1,343	$34,918
Step 4	$1,276	$33,176	$1,314	$34,164	$1,353	$35,178	$1,387	$36,062
Step 5	$1,318	$34,268	$1,358	$35,308	$1,399	$36,374	$1,434	$37,284
Step 6	$1,360	$35,360	$1,401	$36,426	$1,443	$37,518	$1,479	$38,454
Step 7	$1,406	$36,556	$1,448	$37,648	$1,491	$38,766	$1,528	$39,728
Step 8	$1,452	$37,752	$1,496	$38,896	$1,541	$40,066	$1,580	$41,080
Step 9	$1,494	$38,844	$1,539	$40,014	$1,585	$41,210	$1,625	$42,250
Step 10	$1,544	$40,144	$1,590	$41,340	$1,638	$42,588	$1,679	$43,654
Step 11	$1,595	$41,470	$1,643	$42,718	$1,692	$43,992	$1,734	$45,084

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C - 18	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,221	$31,746	$1,258	$32,708	$1,296	$33,696	$1,328	$34,528
Step 2	$1,262	$32,812	$1,300	$33,800	$1,339	$34,814	$1,372	$35,672
Step 3	$1,301	$33,826	$1,340	$34,840	$1,380	$35,880	$1,415	$36,790
Step 4	$1,343	$34,918	$1,383	$35,958	$1,424	$37,024	$1,460	$37,960
Step 5	$1,385	$36,010	$1,427	$37,102	$1,470	$38,220	$1,507	$39,182
Step 6	$1,430	$37,180	$1,473	$38,298	$1,517	$39,442	$1,555	$40,430
Step 7	$1,475	$38,350	$1,519	$39,494	$1,565	$40,690	$1,604	$41,704
Step 8	$1,520	$39,520	$1,566	$40,716	$1,613	$41,938	$1,653	$42,978
Step 9	$1,576	$40,976	$1,623	$42,198	$1,672	$43,472	$1,714	$44,564
Step 10	$1,628	$42,328	$1,677	$43,602	$1,727	$44,902	$1,770	$46,020
Step 11	$1,682	$43,732	$1,732	$45,032	$1,784	$46,384	$1,829	$47,554

C - 19	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,270	$33,020	$1,308	$34,008	$1,347	$35,022	$1,381	$35,906
Step 2	$1,313	$34,138	$1,352	$35,152	$1,393	$36,218	$1,428	$37,128
Step 3	$1,356	$35,256	$1,397	$36,322	$1,439	$37,414	$1,475	$38,350
Step 4	$1,405	$36,530	$1,447	$37,622	$1,490	$38,740	$1,527	$39,702
Step 5	$1,452	$37,752	$1,496	$38,896	$1,541	$40,066	$1,580	$41,080
Step 6	$1,501	$39,026	$1,546	$40,196	$1,592	$41,392	$1,632	$42,432
Step 7	$1,549	$40,274	$1,595	$41,470	$1,643	$42,718	$1,684	$43,784
Step 8	$1,601	$41,626	$1,649	$42,874	$1,698	$44,148	$1,740	$45,240
Step 9	$1,653	$42,978	$1,703	$44,278	$1,754	$45,604	$1,798	$46,748
Step 10	$1,709	$44,434	$1,760	$45,760	$1,813	$47,138	$1,858	$48,308
Step 11	$1,765	$45,890	$1,818	$47,268	$1,873	$48,698	$1,920	$49,920

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C - 20	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,325	$34,450	$1,365	$35,490	$1,406	$36,556	$1,441	$37,466
Step 2	$1,372	$35,672	$1,413	$36,738	$1,455	$37,830	$1,491	$38,766
Step 3	$1,417	$36,842	$1,460	$37,960	$1,504	$39,104	$1,542	$40,092
Step 4	$1,465	$38,090	$1,509	$39,234	$1,554	$40,404	$1,593	$41,418
Step 5	$1,514	$39,364	$1,559	$40,534	$1,606	$41,756	$1,646	$42,796
Step 6	$1,567	$40,742	$1,614	$41,964	$1,662	$43,212	$1,704	$44,304
Step 7	$1,622	$42,172	$1,671	$43,446	$1,721	$44,746	$1,764	$45,864
Step 8	$1,676	$43,576	$1,726	$44,876	$1,778	$46,228	$1,822	$47,372
Step 9	$1,734	$45,084	$1,786	$46,436	$1,840	$47,840	$1,886	$49,036
Step 10	$1,792	$46,592	$1,846	$47,996	$1,901	$49,426	$1,949	$50,674
Step 11	$1,851	$48,126	$1,907	$49,582	$1,964	$51,064	$2,013	$52,338
C - 21	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,384	$35,984	$1,426	$37,076	$1,469	$38,194	$1,506	$39,156
Step 2	$1,432	$37,232	$1,475	$38,350	$1,519	$39,494	$1,557	$40,482
Step 3	$1,481	$38,506	$1,525	$39,650	$1,571	$40,846	$1,610	$41,860
Step 4	$1,536	$39,936	$1,582	$41,132	$1,629	$42,354	$1,670	$43,420
Step 5	$1,588	$41,288	$1,636	$42,536	$1,685	$43,810	$1,727	$44,902
Step 6	$1,642	$42,692	$1,691	$43,966	$1,742	$45,292	$1,786	$46,436
Step 7	$1,703	$44,278	$1,754	$45,604	$1,807	$46,982	$1,852	$48,152
Step 8	$1,759	$45,734	$1,812	$47,112	$1,866	$48,516	$1,913	$49,738
Step 9	$1,819	$47,294	$1,874	$48,724	$1,930	$50,180	$1,978	$51,428
Step 10	$1,880	$48,880	$1,936	$50,336	$1,994	$51,844	$2,044	$53,144
Step 11	$1,942	$50,492	$2,000	$52,000	$2,060	$53,560	$2,112	$54,912

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C - 22	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,456	$37,856	$1,500	$39,000	$1,545	$40,170	$1,584	$41,184
Step 2	$1,505	$39,130	$1,550	$40,300	$1,597	$41,522	$1,637	$42,562
Step 3	$1,553	$40,378	$1,600	$41,600	$1,648	$42,848	$1,689	$43,914
Step 4	$1,606	$41,756	$1,654	$43,004	$1,704	$44,304	$1,747	$45,422
Step 5	$1,661	$43,186	$1,711	$44,486	$1,762	$45,812	$1,806	$46,956
Step 6	$1,716	$44,616	$1,767	$45,942	$1,820	$47,320	$1,866	$48,516
Step 7	$1,774	$46,124	$1,827	$47,502	$1,882	$48,932	$1,929	$50,154
Step 8	$1,836	$47,736	$1,891	$49,166	$1,948	$50,648	$1,997	$51,922
Step 9	$1,894	$49,244	$1,951	$50,726	$2,010	$52,260	$2,060	$53,560
Step 10	$1,958	$50,908	$2,017	$52,442	$2,078	$54,028	$2,130	$55,380
Step 11	$2,022	$52,572	$2,083	$54,158	$2,145	$55,770	$2,199	$57,174

D - 1	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$953	$24,778	$982	$25,532	$1,011	$26,286	$1,036	$26,936
Step 2	$1,003	$26,078	$1,033	$26,858	$1,064	$27,664	$1,091	$28,366
Step 3	$1,056	$27,456	$1,088	$28,288	$1,121	$29,146	$1,149	$29,874
Step 4	$1,112	$28,912	$1,145	$29,770	$1,179	$30,654	$1,208	$31,408
Step 5	$1,170	$30,420	$1,205	$31,330	$1,241	$32,266	$1,272	$33,072
Step 6	$1,230	$31,980	$1,267	$32,942	$1,305	$33,930	$1,338	$34,788
Step 7	$1,295	$33,670	$1,334	$34,684	$1,374	$35,724	$1,408	$36,608
Step 8	$1,362	$35,412	$1,403	$36,478	$1,445	$37,570	$1,481	$38,506
Step 9	$1,433	$37,258	$1,476	$38,376	$1,520	$39,520	$1,558	$40,508
Step 10	$1,510	$39,260	$1,555	$40,430	$1,602	$41,652	$1,642	$42,692
Step 11	$1,590	$41,340	$1,638	$42,588	$1,687	$43,862	$1,729	$44,954

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D - 2	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,034	$26,884	$1,065	$27,690	$1,097	$28,522	$1,124	$29,224
Step 2	$1,089	$28,314	$1,122	$29,172	$1,156	$30,056	$1,185	$30,810
Step 3	$1,146	$29,796	$1,180	$30,680	$1,215	$31,590	$1,245	$32,370
Step 4	$1,210	$31,460	$1,246	$32,396	$1,283	$33,358	$1,315	$34,190
Step 5	$1,270	$33,020	$1,308	$34,008	$1,347	$35,022	$1,381	$35,906
Step 6	$1,338	$34,788	$1,378	$35,828	$1,419	$36,894	$1,454	$37,804
Step 7	$1,409	$36,634	$1,451	$37,726	$1,495	$38,870	$1,532	$39,832
Step 8	$1,480	$38,480	$1,524	$39,624	$1,570	$40,820	$1,609	$41,834
Step 9	$1,558	$40,508	$1,605	$41,730	$1,653	$42,978	$1,694	$44,044
Step 10	$1,641	$42,666	$1,690	$43,940	$1,741	$45,266	$1,785	$46,410
Step 11	$1,728	$44,928	$1,780	$46,280	$1,833	$47,658	$1,879	$48,854

D - 3	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,115	$28,990	$1,148	$29,848	$1,182	$30,732	$1,212	$31,512
Step 2	$1,174	$30,524	$1,209	$31,434	$1,245	$32,370	$1,276	$33,176
Step 3	$1,237	$32,162	$1,274	$33,124	$1,312	$34,112	$1,345	$34,970
Step 4	$1,303	$33,878	$1,342	$34,892	$1,382	$35,932	$1,417	$36,842
Step 5	$1,375	$35,750	$1,416	$36,816	$1,458	$37,908	$1,494	$38,844
Step 6	$1,448	$37,648	$1,491	$38,766	$1,536	$39,936	$1,574	$40,924
Step 7	$1,522	$39,572	$1,568	$40,768	$1,615	$41,990	$1,655	$43,030
Step 8	$1,606	$41,756	$1,654	$43,004	$1,704	$44,304	$1,747	$45,422
Step 9	$1,690	$43,940	$1,741	$45,266	$1,793	$46,618	$1,838	$47,788
Step 10	$1,780	$46,280	$1,833	$47,658	$1,888	$49,088	$1,935	$50,310
Step 11	$1,874	$48,724	$1,930	$50,180	$1,988	$51,688	$2,038	$52,988

EXHIBIT B

Table of Salary Ranges Covered by Memorandum of Agreement Between The Port Authority of New York and New Jersey and The Communications Workers of America, Local 1032

	1/1/05-12/31/05		1/1/06-12/31/06		1/1/07-12/31/07		1/1/08-7/31/09	
D - 4	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,214	$31,564	$1,250	$32,500	$1,288	$33,488	$1,320	$34,320
Step 2	$1,277	$33,202	$1,315	$34,190	$1,354	$35,204	$1,388	$36,088
Step 3	$1,344	$34,944	$1,384	$35,984	$1,426	$37,076	$1,462	$38,012
Step 4	$1,416	$36,816	$1,458	$37,908	$1,502	$39,052	$1,540	$40,040
Step 5	$1,492	$38,792	$1,537	$39,962	$1,583	$41,158	$1,623	$42,198
Step 6	$1,570	$40,820	$1,617	$42,042	$1,666	$43,316	$1,708	$44,408
Step 7	$1,653	$42,978	$1,703	$44,278	$1,754	$45,604	$1,798	$46,748
Step 8	$1,741	$45,266	$1,793	$46,618	$1,847	$48,022	$1,893	$49,218
Step 9	$1,835	$47,710	$1,890	$49,140	$1,947	$50,622	$1,996	$51,896
Step 10	$1,931	$50,206	$1,989	$51,714	$2,049	$53,274	$2,100	$54,600
Step 11	$2,033	$52,858	$2,094	$54,444	$2,157	$56,082	$2,211	$57,486

D - 5	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,324	$34,424	$1,364	$35,464	$1,405	$36,530	$1,440	$37,440
Step 2	$1,390	$36,140	$1,432	$37,232	$1,475	$38,350	$1,512	$39,312
Step 3	$1,465	$38,090	$1,509	$39,234	$1,554	$40,404	$1,593	$41,418
Step 4	$1,544	$40,144	$1,590	$41,340	$1,638	$42,588	$1,679	$43,654
Step 5	$1,623	$42,198	$1,672	$43,472	$1,722	$44,772	$1,765	$45,890
Step 6	$1,709	$44,434	$1,760	$45,760	$1,813	$47,138	$1,858	$48,308
Step 7	$1,796	$46,696	$1,850	$48,100	$1,906	$49,556	$1,954	$50,804
Step 8	$1,890	$49,140	$1,947	$50,622	$2,005	$52,130	$2,055	$53,430
Step 9	$1,989	$51,714	$2,049	$53,274	$2,110	$54,860	$2,163	$56,238
Step 10	$2,095	$54,470	$2,158	$56,108	$2,223	$57,798	$2,279	$59,254
Step 11	$2,206	$57,356	$2,272	$59,072	$2,340	$60,840	$2,399	$62,374

EXHIBIT C

Change Notice No. 119 dated June 16, 1975 incorporated herein.

Office of the Executive Director

The Port Authority of New York and New Jersey

PAI 20-3.01

Revised October 17, 1974

VACATIONS

I. Introduction

This instruction outlines the policies and operating procedures on vacations for Port Authority employees

II. Policies

A. Vacations for Port Authority employees are based on the assumption that they contribute to the good health and well-being of the staff and are, therefore, mutually beneficial to the employee and the organization.

B. Permanent, probationary, and project employees of the Port Authority receive vacations depending on length of service, job classification, and certain other factors defined in the following attachments to this instruction:

1. Attachment 1. Operating Rules - Vacations

2. Vacation Allowance Schedule A. Managerial, Professional, and Technical Staff in Pay Plans B, E, F (non-police), D (all levels), and Pay Plan C Administrative/Office Classes not Covered by Memorandum of Agreement.

3. Vacation Allowance Schedule B. Non-Police Employees Covered by Memoranda of Agreement with Employee Organizations. CN 119 6/16/75

4. Vacation Allowance Schedule C. All members of the Police Force. CN 119 6/16/75

5. Vacation Allowance Schedule D. Managerial, Professional, and Technical Staff in Pay Plan B Levels 4-7 With Less Than 5 Years Service and Levels 8 and Above With Less Than Ten Years Service.

C. Holders of the awards shown below, with the exception of the Meritorious Police Duty Medal, will receive the extra vacation allowances indicated beginning in the year in which the medal if awarded. Upon termination, medal holders will receive full value for these vacation days for the year in which the separation occurs unless they are discharged for cause or resign under charges.

OPERATING RULES - VACATIONS

I. Vacation Scheduling for Pay Plan C (Including Pay Plan D, Levels 1-5) Staff

A. Each facility will publish an annual vacation schedule, stating the periods when operating conditions will permit vacations to be taken and the number of employees in each class of each work group who will be permitted to pick vacations during those periods. Where operating conditions permit, provision should be made for scheduling vacations throughout the year. Employees picking vacations will do so in minimum periods of one week and maximum periods of two weeks in order of their Port Authority seniority.

Employees in T.W.U. classes are permitted to take vacations in all weeks of a calendar year. When peak staffing is required by the facility manager, a minimum of one employee in each classification may, in any such week, elect to take his vacation.

B. Employees entitled to three or four weeks vacation, wishing to take it all in a single period, will do so in Port Authority seniority order within each classification in a work group during the second series of picks. Employees with five weeks vacation, wishing to take it all in a single period, will do so in a third series of picks.

C. When approved by management, employees will be permitted to take single vacation days. Such days will be deducted from the least desirable pick which is understood to be the last pick made by each employee.

D. 1. Vacation scheduling for Police will be handled in accordance with instructions issued by the Superintendent of Police.

2. If a Police Officer is required to work for other than disciplinary reasons on a scheduled vacation day and if such vacation day is not rescheduled at the request of the Police Officer, payment for the day will be made at overtime rates. CN 119 6/16/75

II. Rules for Charging Vacation Time

A. Vacation days taken in any year shall be charged first, against any accrued normal vacation carried over from the prior year,

All Employees Awarded:	Receive Extra Days of Vacation as follows:
The Medal of Honor	3
The Howard S. Cullman Distinguished Service Medal	3
The Distinguished Service Medal	2
The Commendation Medal/Police Commendation Medal	1
The Meritorious Police Duty Medal	1*

*Holders of this award receive one extra day vacation during the twelve-month period following the award ceremony.

D. The Personnel Director may, with the approval of the Executive Director, modify vacation policies to fit the requirements of unusual situations.

E. In the event that changes are made in vacation allowances or operating rules for employees covered by memoranda of agreement with employee organizations, the provisions of the new memorandum of agreement supersede those of this instruction.

Attachments: Attachment 1
Schedule A
Schedule B
Schedule C
Schedule D

and second, against the current year's normal vacation allowance. The only exception to this sequence is for the Special Vacation days (see Paragraph V, below) which may be taken at any time, subject to the controls, if any, of the employee's department.

B. When a paid holiday occurs during an employee's vacation period, it will not be counted as a day of vacation (see PAI 20-3.02).

C. When management excused time (unscheduled holidays, National days of mourning, weather, etc.) is granted during an employee's vacation period, it will be counted as vacation time.

III. Vacation in Connection with Sick Leave

A. If an employee falls ill after starting his scheduled vacation, the period of his illness during this vacation cannot be charged as a sick absence. However, if an employee is hospitalized for one night or more while on vacation, only the days of hospitalization should be charged as sick absence time. Should questions arise regarding application of this policy, the Personnel Department should be consulted.

B. If an employee's sick absence starts before a scheduled vacation, the time absent due to illness should be charged as sick absence provided the employee returns to work at the end of his illness before starting his vacation.

C. 1. A non-police employee who is absent for an extended period because of illness or injury, whether work connected or not, and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. Department heads will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases.

2. A police employee who is absent for an extended period because of illness and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. The Superintendent of Police will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases. CN 119 6/16/75

IV. Vacation Carryover

A. Vacation must be taken in the year in which it is earned, unless special permission for carryover of vacation allowance from the year earned to the following year is granted by the Personnel Director. Such permission must be obtained prior to the end of the year in which the vacation is earned. No employee may carry over to a succeeding year more than one full year's vacation allowance. Department heads (or, for Police, the Superintendent of Police) may authorize carryover of vacations of five days or less. The only exception to this rule is for Special Vacation allowance and is described in Paragraph V, C and D, below.

B. In determining the amount of vacation which may be carried over to a succeeding year, a continuous period of vacation begun before the end of one calendar year which extends into the succeeding calendar year shall be considered to have been taken in its entirety during the calendar year in which it was begun.

V. Special Vacation Allowance for Certain Professional, Managerial and Executive Staff

A. Under previously authorized compensation adjustments, Professional, Managerial, and Executive staff in salary levels 6 through 13 could choose special vacation days as additional compensation.

B. These special vacation days, if opted for, are credited to the employee's annual vacation allowance on a calendar year basis beginning on January 1 each year. At that time, the employee will be required to reduce his or her annual allotment of special vacation days by converting a portion of them into a dollar amount necessary to cover his or her Social Security obligations for the ensuing year. If the employee leaves the Port Authority before the end of the 12-month cycle, payment for these special vacation days will be prorated based on the number of months which have elapsed since the beginning of the current year.

C. Special vacation allowances should be taken as time off, if possible. The maximum accumulation of special vacation days at the end of any calendar year is thirty days. In the event it is impossible to reduce an employee's special vacation days to below thirty at the end of any calendar year, a special payment will be made in December of that year for any such days in excess of thirty. Departments will prepare Special Payment Requests (form PA 1992) to pay employees for such accumulated

special vacation days in excess of thirty days at the rate of pay then currently earned by the affected employee.

D. Those special vacation days which are not (1) taken as paid time off, (2) paid for annually, (3) converted to FICA payments, or (4) diminished by other means will be paid for only on a separation from the Port Authority on the basis of the employee's salary rate in effect at that time.

E. These special vacation days should be recorded separately from the standard vacation day tally on the appropriate documents.

VI. Length of Service in Connection with Vacation

Length of service is determined as follows in computing vacation allowance:

A. All periods of authorized absence with pay are included.

B. All time on military leave and sick leave, with or without pay, is included.

C. Time on Long Term Absence without pay is not included.

D. If an individual is separated because of reduction in force and is re-employed within one year of the date of separation, his service prior to separation is included.

E. If an individual is re-employed after dismissal or resignation, or after a separation of more than one year due to reduction in force, his service prior to such dismissal, resignation, or separation is not included, unless specifically approved by the Personnel Director.

F. Service as a full-time temporary employee is included, provided there is no interruption in employment exceeding five calendar days at the time his status is changed to project or permanent employee.

VII. Vacation Allowance at Separation or Leave of Absence

A. 1. An employee who is separating from Port Authority employment in any circumstances other than those specified in Paragraphs B and C, below, or beginning a Leave of Absence, is entitled to Vacation Allowance as shown on the appropriate Vacation Schedule attached, plus any unused vacation carried forward from a previous year.

2. Vacation allowance at separation or Leave of Absence (Ordinary, Maternity, Long Term Military) will be reduced by any vacation days already taken in the calendar year in which the separation or leave occurs. CN 1 6/16/

3. If the employee has already taken vacation days in excess of his allowance, their value is subtracted from his last paycheck before the separation or leave. However, if at the time of the separation or leave, vacation has been taken in excess of vacation due in accordance with a published facility or unit vacation schedule, no adjustments in the final salary check will be made, provided that the employee did not initiate a change in his assigned vacation via a mutual swap or special request. CN 1 6/16/

4. An employee beginning a Leave of Absence may be required to take the unused portion of his vacation before the leave begins.

5. An employee returning from a Leave of Absence in a calendar year other than that in which the leave began will be entitled to a vacation allowance, for that year only, as shown on the appropriate Vacation Schedule attached.

B. Regardless of his termination date, an employee in good standing who has at least nine month's service and who is separated for such reasons as reduction in force, death, or retirement will be granted his full vacation allowance for the calendar year in which his services terminate. Non-Police employees must have been present at work for at least one day during the calendar year for this provision to apply.

C. An employee in good standing who is separated for any reason before the completion of nine month's service, and all employees who are discharged for cause, or resign under charges, are not eligible for vacation allowances on separation. Adjustments in the final salary check will be made in such cases for any vacation taken in the calendar year.

D. A member of the Police Force absent without pay for more than thirty consecutive days during a year, with the exception of absence while on military leave, shall have his succeeding vacation allowance reduced by 1/12 for each 30 consecutive days of such absence.

EXHIBIT D

VACATION ALLOWANCE SCHEDULE

PAI 20-3.01

FOR EMPLOYEES HIRED PRIOR TO 4/12/92

		YEAR OF HIRE												YEARS OF 1st TO 4th ANNIVERSARY	YEAR OF 5th ANNIVERSARY				YEARS OF 6th TO 9th ANNIVERSARY	YEAR OF 10th ANNIVERSARY				YEARS OF 11th TO 24th ANNIVERSARY	YEAR OF 25th ANNIVERSARY				YEARS OF 26th AND LATER ANNIVERSARY
		Month of Appointment													Month of Appointment					Month of Appointment					Month of Appointment				
		January	February	March	April	May	June	July	August	September	October	November	December		Jan. to Mar.	Apr. to Jun.	Jul. to Jun.	Oct. to Dec.		Jan. to Mar.	Apr. to Jun.	Jul. to Sept.	Oct. to Dec.		Jan. to Mar.	Apr. to Jun.	Jul. to Sept.	Oct. to Dec.	
STANDARD VACATION ALLOWANCE (IN DAYS) NOTE: For Pay Plan C Employees (including D 1-5), add one day except in the circumstances marked *. This day should not be scheduled until after all other vacation is used, or the fourth quarter of the calendar year.		11	10	9	8	7	6	5 *	4 *	3 *	2 *	1 *	0 *	12	16	15	15	13	16	24	22	20	18	24	28	27	26	25	28
VACATION ALLOWANCE UPON SEPARATION OR START OF LEAVE OF ABSENCE. NOTE: For Pay Plan C Employees terminating or starting leave of absence June 1 or later, add one day.	Month of Separation: Jan. to Mar.													3	4	4	4	3	4	6	6	5	5	6	7	7	7	6	7
	Month of Separation: Apr. to June													6	8	8	8	6	8	12	11	10	9	12	14	14	13	13	14
	Month of Separation: Jul. to Sept.													9	12	11	11	10	12	18	17	15	14	18	21	20	20	19	21
	Month of Separation: Oct.	9	–	–	–	–	–	–	–	–	–	–	–	12	16	15	15	13	16	24	22	20	18	24	28	27	26	25	28
	Month of Separation: Nov.	10	9	–	–	–	–	–	–	–	–	–	–																
	Month of Separation: Dec.	11	10	9	–	–	–	–	–	–	–	–	–																
VACATION ALLOWANCE UPON RETURN FROM LEAVE OF ABSENCE NOTE: For Pay Plan C Employees returning on or before June 30th add one day.	Month of Return: Jan. to Mar.													12	16	15	15	13	16	24	22	20	18	24	28	27	26	25	28
	Month of Return: Apr. to Jun.													9	12	11	11	10	12	18	17	15	14	18	21	20	20	19	21
	Month of Return: Jul. to Sept.													6	8	8	8	6	8	12	11	10	9	12	14	14	13	13	14
	Month of Return: Oct. to Dec.													3	4	4	4	3	4	6	6	5	5	6	7	7	7	6	7

1. Employees in the covered membership attaining 25 years of service add one (1) additional vacation day.
2. Additionally, effective January 1, 2005, employees in the covered membership attaining 30 years of service add one (1) additional vacation day.

EXHIBIT E

FOR EMPLOYEES HIRED AFTER 4/12/92

VACATION ALLOWANCE		YEAR OF HIRE	YEARS OF 1st TO 4th ANNIVERSARY	YEAR OF 5th ANNIVERSARY					YEARS OF 6th TO 9th ANNIVERSARY	YEAR OF 10th ANNIVERSARY					YEARS OF 11th TO 24th ANNIVERSARY	YEAR OF 25th ANNIVERSARY					YEARS OF 26th & LATER ANNIVERSARIES
		Month of Appointment		Appointment Date						Appointment Date						Appointment Date					
		Jan. / Feb. / Mar. / Apr. / May / June / July / Aug. / Sept. / Oct. / Nov. / Dec.	10	Jan. 1 – Aug. 31	Sept. 1 – Sept. 30	Oct. 1 – Oct. 31	Nov. 1 – Nov. 30	Dec. 1 – Dec. 31	15	Jan. 1 – Aug. 31	Sept. 1 – Sept. 30	Oct. 1 – Oct. 31	Nov. 1 – Nov. 30	Dec. 1 – Dec. 31	20	Jan. 1 – Aug. 31	Sept. 1 – Sept. 30	Oct. 1 – Oct. 31	Nov. 1 – Nov. 30	Dec. 1 – Dec. 31	25
		10 / 0 / 8 / 7 / 6 / 5 / 4 / 3 / 2 / 1 / 0 / 0		15	14	13	12	11		20	19	18	17	16		25	24	23	22	21	
VACATION ALLOWANCE IN YEAR OF SEPARATION OR START OF LEAVE OF ABSENCE	Month of Separation: Jan.		1	1	1	1	1	1	1	2	2	2	1	1	2	2	2	2	2	2	2
	Feb.		2	3	2	2	2	2	3	2	3	3	3	3	3	4	4	4	4	4	4
	Mar.		2	4	4	3	3	3	4	5	5	5	4	4	5	6	6	6	6	5	6
	Apr.		3	5	5	4	4	4	5	7	6	6	6	6	7	8	8	8	7	7	8
	May		4	6	6	5	5	5	6	8	8	8	7	7	8	10	10	10	9	9	10
	June		5	8	7	7	6	6	8	10	10	9	9	8	10	12	12	12	11	11	12
	July		6	9	8	8	7	6	9	12	11	11	10	9	12	15	14	13	13	12	15
	Aug.		7	10	9	9	8	7	10	13	13	12	11	11	13	17	16	15	15	14	17
	Sept.		7	11	11	10	9	8	11	15	14	14	13	12	15	19	18	17	17	16	19
	Oct.	8	8	13	12	11	10	9	13	17	16	15	14	13	17	21	20	19	18	18	21
	Nov.	9 / 8	9	14	13	12	11	10	14	18	17	16	16	15	18	23	22	21	20	19	23
	Dec.	10 / 9 / 8	10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
VACATION ALLOWANCE UPON RETURN FROM LEAVE OF ABSENCE	Month of Return from Leave of Absence: Jan.		10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
	Feb.		9	14	12	11	10	9	14	18	17	16	16	15	18	23	22	21	20	19	23
	Mar.		8	13	11	10	9	8	13	16	16	15	14	13	16	21	20	19	18	17	21
	Apr.		7	11	10	9	8	7	11	15	14	14	13	12	15	19	18	17	17	16	19
	May		7	10	8	8	7	6	10	14	13	12	11	11	14	17	16	15	15	14	17
	June		6	9	7	7	6	6	9	12	11	10	10	9	12	15	14	13	13	12	15
	July		5	8	6	6	5	5	8	10	10	9	9	8	10	13	12	12	11	11	13
	Aug.		4	6	5	4	4	4	6	8	8	7	7	7	8	11	10	10	9	9	11
	Sept.		3	5	5	3	3	3	5	6	6	6	6	5	6	9	8	8	7	7	9
	Oct.		2	3	3	2	2	2	4	4	5	4	4	4	4	7	6	6	6	5	7
	Nov.		1	2	1	1	1	1	3	3	3	3	3	3	3	5	4	4	4	3	5
	Dec.		0	0	0	0	0	0	2	2	2	1	2	1	2	3	2	2	2	2	3

1. Employees in the covered membership attaining 25 years of service add one (1) additional vacation day.
2. Additionally, effective January 1, 2005, employees in the covered membership attaining 30 years of service add one (1) additional vacation day.

EXHIBIT F

ALTERNATE WORK ARRANGEMENT AND FLEXTIME

This HRP is currently under review for potential updating and revision.

INTRODUCTION:

The Port Authority's strategy for recruiting and retaining high quality employees is designed to meet both our business needs and the needs of our diverse workforce. As part of that strategy, alternate work schedule arrangements (AWA) assist management to accommodate staff with personal concerns that demand increased time and attention away from the job. Permanent, full-time employees, not represented for collective negotiations, (other than employees represented by the Communications Workers of America, Local 1032), who have family care (e.g. child or elder care) responsibilities are eligible to apply for several kinds of AWA schedules.

First, approval can be requested to reduce work schedules for periods of up to two years in duration through (1) a part-time work arrangement, in which an employee works a reduced schedule; or (2) a job-share arrangement, which involves two employees working reduced schedules sharing the same work responsibilities of one position.

In addition, flexible work hours (flextime) may be implemented at management discretion within the parameters of 7 a.m. to 6 p.m. provided employees are present at their work assignments during the core hours of 10:00 a.m. to 3 p.m. It is the supervisor's prerogative to deny requests or to rescind approval. Flextime schedules must be compatible with organizational needs. It is the supervisor's responsibility to ensure that there will be no loss of productivity as a result of approving a flextime schedule.

Finally, under exceptional circumstances, work-at-home arrangements may be approved for periods of up to one year. Arrangements chiefly involve employees with special medical or family needs. When such an arrangement involves the use of electronic media, such as a computer, modem or FAX, it is referred to as "telecommute". Under this work arrangement, employees work part of the week at home and part of the week in the office. It should be noted that under such an arrangement, the employee would not be permitted to provide direct care for another individual during working hours. If Port Authority-owned equipment is installed in connection with such an arrangement, a separate agreement with the Information Services Department, approved by the Chief Technology Officer or designee, is required.

GENERAL INFORMATION:

Job Share & Part Time Arrangements

1. In a job-share arrangement, one employee is permanently assigned to the position covered by the arrangement and the other employee, the job-share partner, is temporarily assigned thereto. The position that the job share partner vacates can be temporarily backfilled by mobility assignment or provisional appointment during the job-sharing arrangement's three-month trial period and permanently filled thereafter.

2. Job share partners must agree on a schedule that adds, up to no more than a workweek of one individual (e.g. 50%/50% or 60%/40%).

ALTERNATE WORK ARRANGEMENT AND FLEXTIME

This HRP is currently under review for potential updating and revision.

3. Under both arrangements salary is prorated by the percentage of the normal period the employee is scheduled to work.

4. Transitchek vouchers are prorated by the percentage of the normal period that the employee is scheduled to work.

5. Employees must work a minimum of 50% of their normally scheduled work period to be eligible to receive:

(a) health, dental, life insurance coverage

(b) tuition reimbursement.

6. Employees who work less than 50% of their normally scheduled work period are not eligible for group health, dental or life insurance benefits; however, they have the option to purchase group health & dental insurance.

Interested employees should contact the Compensation and Benefits Division for further information on the available options to continue all or a portion of these benefits during the period of the AWA.

7. Vacation, personal days and medical leave allowances will be prorated by the percentage of the normal period the employee is scheduled to work. Pay plan C and D (1-5) employees continue to be eligible for sick incentive pay.

8. Employees will be paid only for Port Authority holidays that fall on days within their established work schedule, but not for others.

9. Employees are eligible for promotion while in their current position, and can apply for other permanent jobs. Part-time status will not automatically transfer to other positions.

PROCEDURES:

Job Share & Part Time Arrangements

1. Employees may request Alternate Work Schedule Arrangements for periods of up to two years. Such requests, after discussion with the Employment Division of the Human Resources Department, must be approved by their immediate supervisor and/or manager before submitted for authorization by the department director.

2. It is the responsibility of the sponsoring department to validate the request.

3. A draft approval memorandum (see attachment A or B, as applicable) describing the work schedule arrangement is prepared by the employee(s) in cooperation with his/her department's executive/administrative assistant, and reviewed by all parties to the agreement, and the Human Resources Department. The final request is then signed by the employee(s) and the department director(s) and submitted to the Human Resources Director for approval.

4. The employee(s) submits the approved memorandum to the Employment Division of the Human Resources Department at least 15 working days prior to the start date of the arrangement, which must correspond with the beginning of a pay period.

ALTERNATE WORK ARRANGEMENT AND FLEXTIME

This HRP is currently under review for potential updating and revision.

5. The arrangement may be changed at the discretion of the sponsoring department and may be terminated at any time by either the sponsoring department or job share/part-time employee(s).

6. When the job-share arrangement terminates, the permanently assigned employee shall continue in the position in a full-time status.

7. In the event the job-share arrangement is terminated within the first three months, the job-share partner will return to his/her former position.

8. If a job-share arrangement terminates and has been in effect for at least three months, the sponsoring department must immediately place the job-share partner in a vacant, comparable position, defined as an authorized position in that employee's class title, which is in the employee's same pay grade or lower (but not more than two pay grades lower than the employee's current grade). If a vacant, comparable position does not exist in the sponsoring department, the Employment Division should be consulted to facilitate appropriate placement of the affected employee.

9. Should there be any interim change or termination in the work schedule arrangement, the employee(s) is responsible for notifying the Employment Division in writing, after approval by his/her department.

10. At least three months prior to the end of the arrangement period, the employee(s) must request to return to full-time work schedule or request an extension of the arrangement. Should the permanently assigned employee vacate the position, then the job-share partner will be permanently assigned to this position full-time. In such cases, requests for a new job-share arrangement follow the procedure laid out above.

Flextime

1. Obtain approval from the immediate supervisor and/or managers.

Work-at-home and Telecommute Arrangements

1. The sponsoring department should determine whether the work lends itself to the type of arrangement involved and contact the Employment Division of the Human Resources Department to determine whether the employee is qualified to participate. If so, a draft approval memorandum must be developed with the Manager, Employment Division, HRD and approved by the department director and Director of Human Resources.

2. The approved agreement should be submitted to the Manager, Employment Division, HRD, at least 15 working days prior to the effective date.

DIRECTOR
LABOR RELATIONS DEPARTMENT
3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102
(973) 792-3580
(973) 792-3596 FAX

EXHIBIT G

March 9, 2005

Ms. Bernice Krawczyk, Staff Representative
Communications Workers of America
Local 1032
290 Ferry St., Suite A4
Newark, NJ 07105

Dear Ms. Krawczyk:

I am pleased to inform you that effective immediately, employees in the Communications Workers of America, Local 1032 are able to elect health coverage for a same-sex domestic partner as an eligible dependent. This coverage will be under the same terms and conditions as management employees. Employees seeking information on how to enroll their same-sex domestic partner under the Port Authority's group health plans should contact Employee Benefits at 212-435-2870.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

EXHIBIT H

THE PORT AUTHORITY

AP 20-1.09

Office of the Executive Director

Revised: June 22, 1993

REMOVAL OF AN EMPLOYEE FOR MENTAL OR PHYSICAL DISABILITY*

I. Introduction

This AP applies only to permanent classified employees (see AP 20-1.01, Categories of Port Authority Employment).

II. Employee's Rights

A. No permanent classified employee shall be removed from his/her position because of mental or physical disability without a hearing as described below, unless such hearing is waived.

B. In all cases where an employee is to be removed from his/her position for reasons of mental or physical disability, the Director, Human Resources Department notifies the employee in writing of the intention so to do and informs him/her of his/her right to a hearing. Such notice is delivered to the employee or mailed to his/her last known address as appearing in the Director, Human Resources Department records.

C. If the employee fails to request a hearing within fourteen days after the delivery or mailing of such notice such hearing is considered waived.

D. If the employee requests a hearing, the hearing shall be before a Board appointed by the Executive Director and consisting of three or more members.

E. These provisions do not apply when the employee has reached an age fixed by the Port Authority for compulsory retirement.

III. Removal Procedure

A. Dismissal, demotion, application for involuntary retirement and other actions which substantially change the employee's duties and responsibilities are understood to be included within the meaning of the language, "removal of an employee from his/her position."

B. The initiative in each case is to be taken by the department head in the form of a memorandum addressed to the Executive Director, recommending the particular action to be taken.

C. The Executive Director notifies the initiating department head whether the recommendation is approved or disapproved.

D. If the recommendation is approved, the Executive Director also notifies the Director, Human Resources Department who sends out the letter of notification to the employee. It is the responsibility of the Director, Human Resources Department to follow up the notification. At the end of the fourteen day period provided, the Director, Human Resources Department notifies the initiating department if there is no response from the employee and therefore the right to a hearing has been waived. If there is an earlier response from the employee requesting a hearing, the Director, Human Resources Department notifies the Executive Director and the initiating department so that a Board may be established.

E. It is the additional responsibility of the Director, Human Resources Department to provide such services to the Board as it may require.

IV. Hearing Procedure

A. The Board investigates and determines whether the employee is mentally or physically incapable of performing his/her duties, and reports its findings to the Executive Director. The findings and recommendations of the Board are not, however, binding upon the Executive Director, but may be reversed or modified by him/her.

B. The Board shall afford the employee an opportunity to appear before it in person, or by representative, to make a statement and to produce medical testimony, medical certificates and other pertinent data. The failure of an employee to appear in person or by representative before the Board is considered a waiver of his/her right so to do, and if the employee is unable to attend, due to mental or physical disability, that fact may be taken into consideration by the Board in arriving at its conclusion.

C. The Board is not confined to evidence and testimony presented at hearings at which the employee is present, but may base its findings and recommendations upon investigations made or data received outside of such hearings.

** This Administrative Policy Statement reformats and updates PAI 20-1.09, Removal of an Employee for Mental or Physical Disability, previously issued on September 30, 1970. The resulting changes, contained herein, do not, in any way, modify the policies and procedures contained in that Instruction.*

EXHIBIT I

THE PORT AUTHORITY **AP 40-1.02**

Office of the Executive Director

Revised: February 25, 1999

TRANSITCHEK PROGRAM

I. Purpose

As the leading transit advocate for the region, the Port Authority is committed to promoting the use of public transportation in compliance with the intent of the Clean Air Act Amendments of 1990 and the National Energy Policy Act of 1992. The Port Authority's TransitChek Program encourages the use of public transportation by providing eligible employees with a transit subsidy towards their daily commute to and from the workplace.

This Policy Statement describes the Port Authority's policy governing the TransitChek Program which includes the TransitChek Voucher, PATH QuickCard and the NYC Transit MetroCard.

II. Definitions

A. A TransitChek is a "cash-like" regional mass transit voucher used to purchase bus, commuter railroad, ferry tickets or passes, and subway tokens for commuting to and from the workplace. TransitChek Vouchers are issued in $15, $30 and $35 denominations and are accepted by New York, New Jersey, Connecticut and Pennsylvania Transit Operators.

B. A QuickCard is a transit card issued to PATH riders for their commutation to and from the workplace.

C. A MetroCard is a transit card issued to only New York City Transit Subway and Bus riders for their commutation to and from the workplace.

III. Policy

Employees not represented for the purpose of collective negotiations or bargaining who have been actively employed by the Port Authority for three months prior to the time of a quarterly distribution of TransitChek Vouchers, QuickCards and MetroCards are eligible to receive a transit subsidy. Represented employees should refer to their collective bargaining agreement to determine the applicability of this program.

IV. Responsibilities

A. TransitChek Vouchers/QuickCards/MetroCards are requisitioned from the Tunnels, Bridges and Terminals Department by the department TransitChek Program Coordinator. The TransitChek Program Requisition and Receipt form (PA 3775) is prepared by the department TransitChek Program Coordinator and approved by the Department Director or designee. The approved departmental TransitChek Program Requisition and Receipt form is forwarded to the Tunnels, Bridges and Terminals Department Agency Coordinator.

B. TransitChek Vouchers/QuickCards/MetroCards are issued on a quarterly basis, by the department TransitChek Program Coordinator. Since TransitChek Vouchers, QuickCards and MetroCards have expiration dates, the vouchers/cards with earlier expiration dates should always be issued first. The department coordinator verifies the employee eligibility and has the employee complete the TransitChek Program Employee Certification form (PA 3776). TransitChek Vouchers, QuickCards and MetroCards are non-transferrable.

C. The immediate supervisor of each department's TransitChek Program Coordinator is responsible for conducting an unannounced inventory and reconciliation of TransitChek Vouchers, QuickCards and MetroCards on a semi-annual basis and whenever custodianship is transferred.

V. Administrative Guidelines

A. Eligibility Criteria

1. Employees who elect to participate in the program are not eligible to receive employee commutation passes, except in those cases where the use of a vehicle and a tunnel or bridge is necessary to access public transportation. In such cases, written justification must be provided to the department TransitChek Program Coordinator.

2. Employees whose only public transit commutation is on PATH may elect to receive a PATH QuickCard in place of TransitChek Vouchers.

3. Part-time employees who work at least two days per week or its equivalent are eligible for TransitChek Vouchers or QuickCards on a prorated basis.

4. Employees whose only public transit commutation is on NYC Transit Subway or Bus will receive MetroCards, except for part-time employees who will be issued TransitChek Vouchers.

B. Misuse of TransitChek Vouchers/QuickCards/MetroCards

The misuse of TransitChek Vouchers/QuickCards/MetroCards may result in disciplinary action and the loss of the transit subsidy privilege.

C. Mutilated TransitChek Vouchers

Mutilated TransitChek Vouchers must be returned immediately to the department TransitChek Program Coordinator who will issue a new TransitChek Voucher to the employee and request credit from the Agency Coordinator.

D. Malfunctioning QuickCards

Malfunctioning QuickCards should be reported to a PATH station attendant or to the PATH Control Center via the Passenger Assistance telephones located near turnstiles.

E. Malfunctioning MetroCards

Malfunctioning MetroCards should be reported to an MTA station attendant or to the 800 number printed on the MetroCard.

F. Loss of TransitChek Vouchers/QuickCards/MetroCards

TransitChek Vouchers/QuickCards/MetroCards lost by or stolen from an employee will not be replaced. In such circumstances, the Agency's TransitChek Program Coordinator should be advised so that potential program abuses can be tracked.

VI. Forms, Procedures and Related Policy Statements

For information on procedures supporting this Policy Statement, please refer to the Human Resources Procedures Manual (HRP 6.09).

Forms:
- TransitChek Program Authorization Sheet (PA 3774)
- TransitChek Program Requisition and Receipt (PA 3775)
- TransitChek Program Employee Certification (PA 3776)

EXHIBIT J

THE PORT AUTHORITY

AP 20-4.54
Revised: April 12, 1994

Office of the Executive Director

TUITION ASSISTANCE PROGRAM

I. Introduction

This Policy Statement describes the Port Authority's policy regarding tuition assistance for permanent, probationary and project employees who are not represented for the purpose of collective negotiation.

II. Policy

The Port Authority's Tuition Assistance Program provides an opportunity for eligible employees to improve their skills and job performance and helps to establish a source of trained staff who can effectively contribute to carrying out the mission of the Port Authority. The program encourages employees to obtain formal education on their own time in approved institutions of higher learning by reimbursing employees for all or part of their educational costs.

In addition to formal, degree-granting programs, the Port Authority may also provide tuition assistance to employees who participate in non-traditional colleges or universities that are state accredited in New York and New Jersey, non-degree courses, certification or licensing programs, or review courses.

III. Eligibility Criteria

A. Undergraduate and Graduate Courses and Programs

1. Permanent and probationary employees are eligible for tuition assistance. Project employees must have one year of continuous Port Authority service preceding commencement of the course.

2. Department directors (or their specified designees) will approve applications for tuition assistance only if, in their judgment, the applicant's work and attendance have been satisfactory. In addition, the applicant must have shown sufficient initiative and promise in his or her performance to warrant undertaking training at Port Authority expense. Records of previous training or course work will also be taken into consideration.

3. Courses pursued must not interfere with the applicant's normal job responsibilities.

4. Tuition assistance for enrollment and continued participation in undergraduate and graduate degree programs or individual undergraduate courses must relate to a logical program of individual development within the scope of the Port Authority's activities.

5. Tuition assistance for enrollment in programs that have residency requirements, involve time off from work, and/or travel in connection with studies must be recommended in writing by the employee's department director and approved by the Director, Human Resources. The recommendation must stipulate how the required time off from work will be handled (e.g. use of Vacation or Personal Leave Days). Excused time may not be granted.

6. Tuition assistance for enrollment and continued participation in doctoral programs must be recommended by the employee's department director and approved by the Director, Human Resources. Approval will be granted only if it has been determined that the applicant's doctoral degree is a demonstrable necessity directly related to the employee's specific job functions and responsibilities. Continued participation in the doctoral program must be authorized each semester by the Director, Human Resources. In the absence of such authorization, tuition assistance will not be provided.

7. Tuition assistance for second degrees of the same kind (e.g. second Masters degree), must be approved by the Director, Human Resources.

B. Law School

1. Tuition assistance for law school (for the J.D., L.L.B., or L.L.M. Degree or equivalent) must be recommended in writing by the employee's department director, concurred in by the Law Department, and approved by the Director, Human Resources.

2. A member of the Law Department designated by General Counsel interviews employees submitting initial applications for law school tuition assistance and makes a written recommendation to the Director, Human Resources as to whether reimbursement is warranted, based on an evaluation of the suitability of the individual to attend law school. The recommendation is evaluated by the Director, Human Resources and may be approved only if it has been determined that the degree is a demonstrable necessity directly related to the employee's specific job functions and responsibilities.

3. Law school tuition assistance is subject to the same financial assistance rates set for all other graduate students. The only exception to this is Law Interns who are required to be students in good standing at a recognized law school, and are, therefore, reimbursed 100% for their tuition expenses.

C. Authorization for Special Courses

1. Tuition assistance applications for specialized courses of study such as vocational training for secretarial or general clerical skills, and executive MBA programs require the approval of the Director, Human Resources.

2. If a department director determines that an employee in his/her department should take a course that relates to the employee's current specific job function he/she may do so outside the purview of this Policy Statement. Costs incurred should be paid through the Voucher Check Request process.

3. Correspondence and other home study courses are not qualified for tuition assistance, nor are courses for which Port Authority "in-house" training is available within a reasonable period of time.

IV. Coordination with Other Sources of Financial Assistance

A. Applicants must disclose all other training or educational allowances they are receiving on the Tuition Assistance Application, form PA 1020.

B. Employees who are entitled to receive training or educational allowances from other sources, including fellowships, scholarships, grants-in-aid, or benefits received by veterans and active reservists from government-sponsored programs, may receive financial assistance under the Tuition Assistance Program only after funds from these other sources are fully utilized. Under no circumstances will the Port Authority duplicate any funds obtained from outside sources. If, however, the training allowances from these other sources do not fully cover tuition costs, the Port Authority will provide additional funding up to the full cost of approved courses within the limits specified in this Policy Statement.

C. Failure to comply with the provisions of paragraphs A and B, above, will require the restitution by the employee of all funds to which he/she is not entitled, through a lump-sum payment or payroll deduction, and may also result in disciplinary action.

V. Expenses Qualified for Reimbursement

A. The current schedule of tuition assistance allowances for undergraduate and graduate courses and the tax treatment of such allowances are outlined below:

1. Tuition Assistance Allowances

a. Undergraduate work:

80% of actual tuition costs or up to $125 per credit, whichever is greater, plus qualified fees

b. Graduate work:

80% of actual tuition costs or up to $140 per credit, whichever is greater, plus qualified fees

2. Tax Treatment

The employee is personally responsible for any federal, state and local taxes which may be due under current tax laws as a result of having received tuition assistance. Employees should contact the Payroll Supervisor in the General Accounting Section of the Comptroller's Department for further information.

B. Fees qualified for reimbursement include:

1. Laboratory fees specifically related to course requirements.

2. Registration fees, when the amount of such a fee is specifically designated by the school attended.

3. General or comprehensive fees up to a maximum of $175 per semester, when an unspecified portion of such a mandatory fee is allocated to registration by the school attended.

C. Parking fees, student fees, and other ancillary fees are not qualified for reimbursement under this program.

D. Expenses for books, equipment, supplies, materials, travel and room and board are not qualified for reimbursement under this program.

VI. Tuition Assistance Payments

A. Tuition assistance payments are authorized by the employee's department director or his/her specified designee upon receipt of proof of payment and certification of having achieved a grade of "C" or better at the undergraduate level or "B" or better at the graduate level for each course taken, provided the applicant is still employed by the Port Authority on the date the course is completed. Payments will be made for "Pass" or "Complete" grades when it is the policy of the school to grade courses with "Pass"-"Fail" or "Complete"-"Incomplete" designations.

B. Requests for payment must be made within one year from the original course completion date shown on the application.

C. Payments for any programs which do not fall into the category of university or college course work will be made only upon receipt of evidence of payment and certification that the employee successfully completed the course of study.

VII. Financial Hardship

If an employee demonstrates financial hardship that would prevent him/her from pursuing an education within the limits of this Policy Statement, the employee may apply for advance payment of educational expenses by the Port Authority. Advance payment must be requested by the employee in a memorandum to his/her department director, who may approve or disapprove the request. Approval authority for this payment may not be delegated.

In the event an employee granted this privilege fails to maintain his/her employment and/or minimum grade qualifications for any course(s) for which expenses were advanced, he/she must repay to the Port Authority the amount of the advance. It is the department's responsibility to inform the Comptroller regarding repayment of the individual advance. Repayment time should not exceed a reasonable number of pay periods.

VIII. Procedures

Procedures covering Tuition Assistance applications, approvals and payments are contained in the Human Resources Procedures Manual.

EXHIBIT K

PANEL OF ARBITRATORS

Stuart Bauchner

Martha Cooper

Ben Falcigno

Mattye Gandel

Edward Gerber

Joyce M. Klein

Robert O'Brien

Earl Pfeffer

EXHIBIT L

TABLE OF SEVERANCE ALLOWANCES

Weeks of pay related to years of service and age at time of termination of employment

Age at time of termination of employment

Years of Service	Under 24	25-29	30-34	35-39	40-44	45-49	50 and over
1 or more	13 weeks	13 weeks	13 weeks	13 weeks	13 weeks	13 weeks	13 weeks
2	13	13	13	13	13	13	13
3	13	13	13	13	13	13	13
4	13	13	13	13	13	13	13
5	13	13	13	13	13	13	13
6	13	13	13	13	13	13	13
7	13	13	13	13	13	13	14
8	13	13	13	13	13	14	16
9	13	13	13	13	14	16	18
10	13	13	13	14	16	17	20
11	13	13	14	16	18	20	22
12	13	13	15	17	19	22	24
13	13	13	16	18	21	24	26
14	13	13	17	19	22	25	26
15	13	13	18	20	23	26	26
16	13	13	18	21	24	26	26
17	13	13	18	22	25	26	26
18	13	13	18	23	26	26	26
19	13	13	18	24	26	26	26
20 or more	13	13	18	25	26	26	26

FOOTNOTE: Minimum severance payment: $7,500.

Memorandum of Agreement
Between

The Port Authority of New York and New Jersey

and

The Communications Workers of America, Local #1177

October 1, 2000 - November 30, 2012

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This Memorandum of Agreement executed this 24th day of February, 2010 between The Port Authority of New York and New Jersey ("Port Authority") and The Association of Services and Technical Employees, Communications Workers of America, Local 1177 (the "CWA").

Whereas, the CWA is the recognized representative of all active Port Authority employees in the positions listed on Exhibit "A" annexed hereto (the "covered membership") and

Whereas the Port Authority, in response to proposals made by the CWA, has determined to make changes with respect to the covered membership's wages, benefits and other terms and conditions of employment; and

Whereas, this Memorandum of Agreement is entered into pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction.

Now, therefore, it is agreed as follows:

I. PAST PRACTICE

1. Unless a contrary intent is specifically expressed in this Memorandum of Agreement, all practices, procedures and policies governing existing terms and conditions of employment of employees in the covered membership which are not specifically enumerated or set forth in this Memorandum of Agreement shall be maintained at not less than the highest standards in effect at the time of execution of this Memorandum of Agreement and, during the term of this Memorandum of Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, statute, or otherwise, and governing an existing term and condition of employment shall not be limited, restricted, impaired or abolished unilaterally.

2. A charge or complaint that the Port Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term and condition of employment which is not specifically enumerated or set forth in this Memorandum of Agreement shall not be subject to or processed through the Grievance Arbitration Procedure referred to in Exhibit "C" of this Memorandum of Agreement, but shall be processed through procedures described in the Port Authority Labor Relations Instruction.

II. SALARIES AND SALARY RANGES

The salary ranges of the covered membership will be those shown on the schedule annexed hereto as Exhibit "B". Effective October 1, 2000, increase all ranges and steps by 2.5%; effective October 1, 2001, increase all ranges and steps by 3.5%; effective October 1, 2002, increase all ranges and steps by 2.0%; effective April 1, 2003, increase all ranges and steps by 2.0%; effective October 1, 2003, increase all ranges and steps by 2.0%; effective April 1, 2004, increase all ranges and steps by 2.5%; effective April 1, 2005, increase all ranges and steps by 2.5%; effective April 1, 2006, increase all ranges and steps by 3.0%; effective April 1, 2007, increase all ranges and steps by 3.0%; effective April 1, 2008, increase all ranges and steps by 2.5%; effective December 1, 2009, through and including November 30, 2012, the amounts, if any, of any increases in steps and ranges shall be consistent with the successor CWA 1032 Memorandum of Agreement, except that the increases, if any, shall be effective 3 months after the effective date of the increase set forth in the successor CWA 1032 MOA.

III. SHIFT DIFFERENTIAL

Effective February 7, 1988, and during the term of this Memorandum of Agreement, shift differential paid for hours worked on the second and third shift will be seventy (70) cents per hour.

IV. LONGEVITY

Effective October 1, 1995, employees in the covered membership shall receive the following longevity schedule: 5 through 9 years of Port Authority service, $500 annually; 10 through 14 years of Port Authority service, $750 annually; 15 through 19 years of Port Authority service, $1,000 annually; 20 through 24 years of Port Authority service, $1,250 annually; 25 through 29 years of Port Authority service, $1,500 annually; 30 through 34 years of Port Authority service, $1,750 annually; 35 through 39 years of Port Authority service, $2,000 annually; and 40 or more years of Port Authority service, $2,250 annually.

V. HEALTH BENEFITS

1. A PPO (currently United Health Care) shall be made available at no cost to the employees choosing to enroll.

Effective January 1, 1998, employees in the covered membership will receive the full range of health benefits provided to management employees under the PPO plan. The "full range of benefits provided to management" shall not include any diminution of health benefits as they are constructed on the date this Agreement is signed.

Future additions or improvements made to the "management plan" such as but not limited to a prescription card plan, a vision care plan and a "living options" benefit will automatically apply to employees in the covered membership.

2. Effective July 1, 1998, employees who retire from the Port Authority during the term of this Agreement will take into retirement the health benefits coverage available to them under the terms available to them at the time of their retirement.

3. Effective January 12, 1986, employees in the covered membership will be eligible to participate in the Port Authority Short-Term Disability Plan under identical terms as are currently provided by the Port Authority to its office and clerical employees. Under the Plan, benefits are payable for each workday that the employee is disabled at one-half the employee's pre-disability base pay (exclusive of overtime and other premiums) up to a maximum of $190 per week ($38 per working day). To establish eligibility for payment of benefits under the Plan, all of the employee's accumulated sick leave days must first be exhausted, the employee must complete a one week (five work days) waiting period without pay, and the employee must be found by the Office of Medical Services to be unable to perform the essential duties of the employee's position.

VI. DENTAL BENEFITS

1. Effective January 1, 1989, the Port Authority shall provide Group Dental Insurance to employees in the covered membership identical to the Group Dental Insurance provided to office and clerical employees of the Port Authority by Prudential Insurance Company of America, Inc. in effect as of January 1, 1989. Generally, this plan reimburses 80% of reasonable and customary expenses and has a $50 individual and a $100 family deductible. The Port Authority will pay for each enrolled employee in the covered membership the full premium costs of such insurance. As an alternative to this reasonable and customary plan, employees in the covered membership will be eligible to switch into existing dental plans applicable to the bargaining unit during the next open enrollment period.

2. As used in the first paragraph of this Section, the term "premium costs" shall mean premium costs established by the insurer, including any increase in such costs, in effect during the term of this Memorandum of Agreement. Employees in the covered membership may elect to carry the Group Dental Insurance Plan or the DentCare Plan as set forth in Paragraph "1" hereof, into retirement, with the retiree paying for such coverage under the same terms and conditions as management employees.

VII. LIFE INSURANCE

1. Effective December 30, 1984, the Port Authority will provide each employee in the covered membership Port Authority Group Term Life Insurance coverage identical to the Group Life Insurance provided to office and clerical employees of the Port Authority through Prudential Group Contract No. G-10493, which provides life insurance in an amount, equal to three times the employee's base annual salary. Payment of the premium costs of such Group Term Life Insurance will be made by the Port Authority on behalf of each new employee in the covered membership who has not yet retired as of the effective date of this Memorandum of Agreement (and who has such insurance as of such date), and on behalf of each new employee who becomes covered by this Memorandum of Agreement during the term of said Memorandum of Agreement. "Base annual salary" as used in this paragraph when applied to an employee in the covered membership shall mean the base annual salary of the employee during the term of this Memorandum of Agreement adjusted to the next highest $1,000 of the employee's base salary. With each adjustment to the base annual salary of an employee in the covered membership, the group term life insurance coverage for that employee will be appropriately adjusted pursuant to this paragraph. The term "premium costs" shall mean premium costs established by the insurer, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

2. Employees who are in the covered membership at the time of their retirement and who retire prior to reaching age sixty-five (65) may elect to continue the Port Authority Group Term Life Insurance coverage to age sixty-five (65). Until reaching age 65, any such retired employee who exercises the option to continue such coverage shall pay the premium costs for such coverage at the rate or rates in effect for employees in the covered membership. In retirement and upon such retired employee's reaching age 65, this group term coverage will cease and coverage under the Insurance Continuation Plan described below will become effective, if elected.

3. Effective December 30, 1984, the Port Authority will pay the premium cost of and provide, $10,000 of paid life insurance at and after age 65 for employees in the covered membership who are not yet retired who participate in the Insurance Continuation Plan, which is identical to the Insurance Continuation Plan provided through Prudential Group Contract No. G-10493 for office and clerical employees of the Port Authority. Employees who are in the covered membership at the time of retirement and who retire before reaching age 65, must contribute toward Port Authority Group Term Life Insurance coverage and the Insurance Continuation Plan until reaching age 65, as discussed in Paragraph 2, above, in order to participate in the Insurance Continuation Plan at age 65. Upon such retired employee's reaching age 65 in retirement, all contributions by the retired employee will cease.

4. Notwithstanding paragraphs 2 and 3 above, effective July 1, 1998, employees who retire from the Port Authority with twenty-five (25) or more years of service will not contribute towards Life Insurance costs and employees who retire with less than twenty-five (25) years of service will contribute under the same terms and conditions as management employees.

5. Effective April 14, 1994, employees hired into the covered membership will have Group Term Life Insurance equal to one times (1X) their base annual salary.

VIII. GRIEVANCE ARBITRATION PROCEDURE

The Grievance Arbitration Procedure outlined in Exhibit "C" annexed hereto will be applicable to employees in the covered membership.

IX. VACATIONS

1. During the term of this Memorandum of Agreement, vacation policies and procedures for employees in the covered membership shall be in accordance with PAI 20-3.01, Vacations, dated October 17, 1974, annexed hereto as Exhibit "D". Occasions of single vacation days will be limited to five occasions per calendar year unless approved by management.

2. During the term of this Memorandum of Agreement, vacation allowance for employees in the covered membership shall be in accordance with the schedule of vacation allowances annexed hereto as Exhibit "E-1" and "E-2".

3. Effective January 5, 1986, employees in the covered membership will be able to convert, annually, two (2) vacation days into personal days, subject to agreement between the employee and his Supervisor.

4. Effective January, 1998, eligible employees with a total of no more than three (3) of both sick and IOD days taken in the twelve (12) month period commencing December 1 through November 30 of each year and who are entitled to twenty-one (21) vacation days annually and have used at least ten (10) days of this allotment of vacation days during the year, will have the option to exchange up to five (5) remaining and unused vacation days from that years allotment for cash at straight time rates. Employees with no sick or IOD days taken may exchange up to ten (10) unused vacation days from that years allotment at straight time rates. Payments for vacation days exchanged shall be in a lump sum.

X. HOLIDAYS

1. Beginning calendar year 1989 and thereafter, holidays for represented employees will be observed on the dates indicated by the Human Resources Director's annual office memorandum, which shall include Martin Luther King Day.

2. During the term of this Memorandum of Agreement, an employee in the covered membership who works on a Port Authority holiday as part of his normal schedule will be given the option of receiving payment at time and one-half his base hourly rate or payment of one-half his base hourly rate and a substitute day off, as agreed upon by such employee and Supervisor.

XI. AGENCY SHOP

A. Membership Dues

1. Membership Dues

All employees in the covered membership who are members of the CWA shall have deducted from their wages or salary and forwarded to the appropriate local of the CWA, membership dues upon the conditions and in a manner and amount as provided below.

2. Membership Notices

The CWA shall notify the Port Authority in writing of the names of all employees who are members. In addition, during the term of this Memorandum of Agreement, the CWA shall notify the Port Authority in writing of the name of each member who joins the CWA.

3. Membership Dues Amount

At least thirty (30) days before any subsequent modification to the membership dues to be deducted, the CWA shall notify the Port Authority in writing of the membership dues sum to be deducted from members' wages and salaries. Any change in the amount of membership dues to be deducted shall be made only upon written notification by the CWA to the Port Authority.

4. Membership Dues Deduction

Membership dues shall be deducted from members' salaries in equal bi-weekly installments. The total amount of membership dues so deducted shall be transmitted to the appropriate local of the CWA within thirty (30) days after each bi-weekly deduction.

Membership dues deductions from the wages or salary of any member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the member's placement in or re-entry into a position covered by this Memorandum of Agreement, provided that the Port Authority has received from the CWA the written notice of the employee's membership in the CWA as required by this Section.

If, during the term of this Memorandum of Agreement after September 12, 2000, an employee in the covered membership by written notification directs the Port Authority (with a copy to the CWA) to cease membership dues deductions from his or her wages or salary, the Port Authority shall cease such deductions and commence deducting the representation fee appropriate under this Section within two standard pay periods.

B. Representation Fee

1. Representation Fee

All employees in the covered membership who are not members of the CWA (hereinafter called "non-members") shall have deducted from their wages or salaries and forwarded to the appropriate local of the CWA, a representation fee in a manner and in an amount as provided below.

2. Representation Fee Amount

At least two standard pay periods before any subsequent modifications to the representation fee to be deducted, the CWA shall notify the Port Authority in writing of the representation fee sum to be deducted from non-members' wages and salaries but in no event shall such fee exceed 85% of the membership dues of the CWA. Any change in the amount of the representation fee to be deducted shall be made upon written notification by the CWA to the Port Authority.

3. Representation Fee Deductions

The representation fee shall be deducted from non-member's salaries in equal bi-weekly installments. The total amount of representation fees so deducted shall be transmitted to the appropriate CWA local within thirty (30) days after each bi-weekly deduction along with the membership dues deducted pursuant to this Section.

Representation fee deductions from the wages or salary of any non-member shall commence on or after, but in no case sooner, than two standard pay periods following the beginning of the non-member's placement in or re-entry into a position covered by this Memorandum of Agreement. If a non-member becomes a CWA member, the Port Authority shall cease deducting the representation fee and commence deducting the membership dues on or after but in no case sooner than two standard pay periods following written notification to the Port Authority by the CWA of the change in status as required by this Section.

XII. COMPENSATORY TIME

Effective January 5, 1986, the existing practice concerning compensatory time shall continue except that, effective August 28, 1986, the maximum number of overtime hours which can be banked by an employee in the covered membership shall be 72 ½ hours and such hours will be limited to those hours actually worked in excess of forty (40) in a seven (7) consecutive day period.

XIII. NEW YORK STATE DEFERRED COMPENSATION PLAN

During the term of this Memorandum of Agreement, employees in the covered membership shall be eligible to enroll in the New York State 457 Deferred Compensation Plan in effect for certain Port Authority employees.

XIV. REDUCTION IN FORCE

Commencing October 1, 2007, the Port Authority may involuntarily separate eight (8) employees in the covered membership. Port Authority Instruction (PAI) 20-1.12 entitled, "Reduction in Force", dated August 3, 1981, with Change Notice 214, dated April 7, 1989, shall apply to those employees separated except as specifically set forth herein:

1. The Port Authority shall notify those employees being involuntarily separated at least forty-five (45) days prior to the effective date of separation.

2. The involuntary separation of employees will be based upon the inverse order of "PA Seniority." The term "PA seniority" used herein shall mean the length of time the employee has been in PA service on a permanent basis.

3. Individuals who have been involuntarily separated pursuant to this Article and have not applied for retirement shall be placed on a re-employment priority list.

   Those individuals shall be placed on the re-employment list by Port Authority seniority with the most senior individual being first on the list.

   Individuals on the re-employment list must keep the Port Authority Human Resources Department informed of any address changes by Certified Mail, Return Receipt Requested (CMRRR).

An individual on the re-employment list will be notified of an offer of re-employment by regular and Certified Mail, Return Receipt Requested, at the address maintained in the Human Resources Department in accordance with the preceding paragraph. An offer of re-employment must be accepted within twenty-one (21) calendar days from receipt of the certified mailing of the offer of reemployment.

Once an individual rejects an offer for re-employment, that individual will be permanently removed from the re-employment list.

The re-employment list expires November 30, 2012.

4. In consideration of the employee's execution of a General Release of any and all claims the employee may have against the Port Authority, and in addition to the severance allowance set forth in PAI 20-1.12 as referenced above, an employee involuntarily separated pursuant to this Section shall receive a lump sum payment equal to two (2) weeks of pay at the employee's pay rate in effect on the date of separation or two thousand three hundred and fifty dollars ($2,350.00), whichever is greater.

XV. UNIT WORK

The CWA 1177 waives any and all claims to unit work. Persons not in the bargaining unit may perform the former unit work of the CWA 1177 so long as the Port Authority maintains ten (10) CWA 1177 positions. In the event any of the ten (10) positions becomes vacant prior to November 2012, those individuals involuntarily separated and on the re-employment list will be offered the opportunity to fill the vacancy. Once the re-employment list is exhausted or expires by the terms set forth herein the Port Authority will have no further obligation to fill the vacant position(s).

CWA employees remaining after the Reduction in Force set forth in Section XIV, shall continue to perform technological and/or administrative work for the Port Authority and shall retain their pay grade in effect on July 25, 2007, regardless of the work performed.

XVI. MISCELLANEOUS

1. It is understood that a rotational overtime procedure will be agreed to between the CWA and the Port Authority.

2. The Port Authority will pay overtime rates for actual hours worked beyond a 40 hour week excluding Regular Days Off (RDOs) worked which are paid at time and one-half rates.

3. During the term of the Agreement, employees in the covered membership called by their Supervisor for duty on their Regular Day Off (RDO) and who report for duty shall be paid for a minimum of four (4) hours at overtime rates.

4. During the term of the Agreement, employees in the covered membership will receive mileage reimbursement (cents per mile) at the same rate as management employees.

5. Excused absences in connection with jury duty, death in family, voting, etc. (except II 1.d, donating blood) will be handled as described in PAI 20-3.55, dated February 22, 1982 (Exhibit "H").

6. The Port Authority will provide an enclosed bulletin board for exclusive use by the CWA. The designated steward shall maintain the bulletin board. The CWA will not post on the bulletin board any matter derogatory to the Port Authority or any employee. If derogatory matter should appear, the CWA will immediately remove such matter.

7. Except, as provided in Exhibit I, annexed hereto, the provisions of PAI 20-1.10, dated 9/30/70 will apply to employees in the covered membership.

8. During the term of the Agreement, employees in the covered membership will continue to be eligible to participate in the payroll direct deposit program on the same basis and condition as management employees provided such program continues to be offered.

9. During the term of the Agreement, employees in the covered membership required to participate in jury duty proceedings will continue to have their

work schedule adjusted to coincide with the court's work schedule. In the event an employee works on his/her RDO and receives contractual overtime the Port Authority will recoup the jury duty compensation, up to a maximum of two days.

10. Effective April 14, 1994, excused days in connection with donating blood will be discontinued.

11. Effective February 17, 1990, meal allowance payments are discontinued.

12. Effective with the first distribution in 1998, eligible employees in the covered membership will receive Transit Cheks in the amount of sixty-five dollars ($65) per month.

13. During the term of the Agreement, the injury on duty benefit will be modified to supplement the Worker's Compensation benefit to a maximum of the employee's regular net take home pay after withholding applicable taxes.

14. During the term of the Agreement, employees who work at a Video Display Terminal (VDT) station will be reimbursed up to fifty dollars ($50) per annum, after reimbursement from NVA, for the cost of new eyeglass lenses when necessitated by a change in prescription.

15. A. Effective April 14, 1994, employees hired into the covered membership will earn a maximum of ten sick days per year.

    B. Effective April 14, 1994, employees who retire or separate from Port Authority service in good standing may receive $30 pay per day for each unused sick day accumulated in their sick bank to a maximum of $1,500 provided that a minimum of fifteen (15) days have accumulated in said sick bank, and only those existing unused sick days in excess of said fifteen (15) days shall be compensable.

    C. Effective April 14, 1994, PAI 20-1.09 (Removal of An Employee For Mental or Physical Disability) dated September 30, 1970 is modified as follows. The three person internal Board specified in the PAI will be replaced with an outside hearing officer. The decision of the hearing officer will be final and binding on the Port Authority, the CWA, and the employee. The cost of the outside hearing officer will be shared equally with the CWA.

XVII. TERM

The term of this Memorandum of Agreement shall commence at 12:01 a.m. on October 1, 2000, and shall expire at 11:59 p.m. on November 30, 2012.

XVIII. EFFECTIVENESS

This Memorandum of Agreement was effective upon the approval of the Port Authority's Board of Commissioners or a Committee thereof, pursuant to Section VIII of the Port Authority Labor Relations Instruction, and the applicable statutory gubernatorial review period.

Dated: New York, NY
February 24, 2010

The Port Authority of New York and New Jersey

By: _____
Assistant Director
Labor Relations Department

(Witness): _____

_____

_____

The Association of Service and Technical Employees, Communications Workers of America, Local 1177

_____
Chairman
Bargaining Committee

(Witness): _____

_____

_____

_____

EXHIBIT A

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EXHIBIT B

Salary Table for Employees Hired or Promoted into the Bargaining Unit Prior to 4/14/94

Job Title	Grade	Steps	Effective: 10/1/00 to 9/30/01 Bi-Weekly	Annual	Effective: 10/1/01 to 9/30/02 Bi-Weekly	Annual	Effective: 10/1/02 to 3/31/03 Bi-Weekly	Annual
Jr. Technical Asst.	25	1 (1st Yr.)	$1,310	$34,060	$1,356	$35,256	$1,383	$35,958
		2 (2nd Yr.)	$1,413	$36,738	$1,462	$38,012	$1,491	$38,766
		3 (3rd Yr.)	$1,523	$39,598	$1,576	$40,976	$1,608	$41,808
		4 (4th Yr.)	$1,646	$42,796	$1,704	$44,304	$1,738	$45,188
		5 (5th Yr.)	$1,776	$46,176	$1,838	$47,788	$1,875	$48,750
		6 (6th Yr.)	$1,915	$49,790	$1,982	$51,532	$2,022	$52,572
		7 (7th Yr. +)	$1,981	$51,506	$2,050	$53,300	$2,091	$54,366
Sr Data Control Clerk	26	1 (1st Yr.)	$941	$24,466	$974	$25,324	$993	$25,818
		2 (2nd Yr.)	$1,016	$26,416	$1,052	$27,352	$1,073	$27,898
		3 (3rd Yr.)	$1,094	$28,444	$1,132	$29,432	$1,155	$30,030
		4 (4th Yr.)	$1,177	$30,602	$1,218	$31,668	$1,242	$32,292
		5 (5th Yr.)	$1,269	$32,994	$1,313	$34,138	$1,339	$34,814
		6 (6th Yr.)	$1,366	$35,516	$1,414	$36,764	$1,442	$37,492
		7 (7th Yr. +)	$1,415	$36,790	$1,465	$38,090	$1,494	$38,844
Ntwrk Cntrl Operator	27	1 (1st Yr.)	$1,430	$37,180	$1,480	$38,480	$1,510	$39,260
		2 (2nd Yr.)	$1,542	$40,092	$1,596	$41,496	$1,628	$42,328
		3 (3rd Yr.)	$1,665	$43,290	$1,723	$44,798	$1,757	$45,682
		4 (4th Yr.)	$1,795	$46,670	$1,858	$48,308	$1,895	$49,270
		5 (5th Yr.)	$1,941	$50,466	$2,009	$52,234	$2,049	$53,274
		6 (6th Yr.)	$2,089	$54,314	$2,162	$56,212	$2,205	$57,330
		7 (7th Yr. +)	$2,162	$56,212	$2,238	$58,188	$2,283	$59,358
Computer Operator/ Staff Data Cntrl Clerk	28	1 (1st Yr.)	$1,100	$28,600	$1,139	$29,614	$1,162	$30,212
		2 (2nd Yr.)	$1,189	$30,914	$1,231	$32,006	$1,256	$32,656
		3 (3rd Yr.)	$1,281	$33,306	$1,326	$34,476	$1,353	$35,178
		4 (4th Yr.)	$1,384	$35,984	$1,432	$37,232	$1,461	$37,986
		5 (5th Yr.)	$1,488	$38,688	$1,540	$40,040	$1,571	$40,846
		6 (6th Yr.)	$1,606	$41,756	$1,662	$43,212	$1,695	$44,070
		7 (7th Yr. +)	$1,663	$43,238	$1,721	$44,746	$1,755	$45,630
Sr Computer Operator/ Principal Data Cntl Clerk	29	1 (1st Yr.)	$1,204	$31,304	$1,246	$32,396	$1,271	$33,046
		2 (2nd Yr.)	$1,299	$33,774	$1,344	$34,944	$1,371	$35,646
		3 (3rd Yr.)	$1,399	$36,374	$1,448	$37,648	$1,477	$38,402
		4 (4th Yr.)	$1,507	$39,182	$1,560	$40,560	$1,591	$41,366
		5 (5th Yr.)	$1,620	$42,120	$1,677	$43,602	$1,711	$44,486
		6 (6th Yr.)	$1,744	$45,344	$1,805	$46,930	$1,841	$47,866
		7 (7th Yr. +)	$1,805	$46,930	$1,868	$48,568	$1,905	$49,530

EXHIBIT B

Salary Table for Employees Hired or Promoted into the Bargaining Unit Prior to 4/14/94

Job Title	Grade	Steps	Effective: 4/1/03 to 9/30/03 Bi-Weekly	Annual	Effective: 10/1/03 to 3/31/04 Bi-Weekly	Annual	Effective: 4/1/04 to 3/31/05 Bi-Weekly	Annual
Jr. Technical Asst.	25	1 (1st Yr.)	$1,411	$36,686	$1,439	$37,414	$1,475	$38,350
		2 (2nd Yr.)	$1,521	$39,546	$1,551	$40,326	$1,590	$41,340
		3 (3rd Yr.)	$1,640	$42,640	$1,673	$43,498	$1,715	$44,590
		4 (4th Yr.)	$1,773	$46,098	$1,808	$47,008	$1,853	$48,178
		5 (5th Yr.)	$1,913	$49,738	$1,951	$50,726	$2,000	$52,000
		6 (6th Yr.)	$2,062	$53,612	$2,103	$54,678	$2,156	$56,056
		7 (7th Yr. +)	$2,133	$55,458	$2,176	$56,576	$2,230	$57,980
Sr Data Control Clerk	26	1 (1st Yr.)	$1,013	$26,338	$1,033	$26,858	$1,059	$27,534
		2 (2nd Yr.)	$1,094	$28,444	$1,116	$29,016	$1,144	$29,744
		3 (3rd Yr.)	$1,178	$30,628	$1,202	$31,252	$1,232	$32,032
		4 (4th Yr.)	$1,267	$32,942	$1,292	$33,592	$1,324	$34,424
		5 (5th Yr.)	$1,366	$35,516	$1,393	$36,218	$1,428	$37,128
		6 (6th Yr.)	$1,471	$38,246	$1,500	$39,000	$1,538	$39,988
		7 (7th Yr. +)	$1,524	$39,624	$1,554	$40,404	$1,593	$41,418
Ntwrk Cntrl Operator	27	1 (1st Yr.)	$1,540	$40,040	$1,571	$40,846	$1,610	$41,860
		2 (2nd Yr.)	$1,661	$43,186	$1,694	$44,044	$1,736	$45,136
		3 (3rd Yr.)	$1,792	$46,592	$1,828	$47,528	$1,874	$48,724
		4 (4th Yr.)	$1,933	$50,258	$1,972	$51,272	$2,021	$52,546
		5 (5th Yr.)	$2,090	$54,340	$2,132	$55,432	$2,185	$56,810
		6 (6th Yr.)	$2,249	$58,474	$2,294	$59,644	$2,351	$61,126
		7 (7th Yr. +)	$2,329	$60,554	$2,376	$61,776	$2,435	$63,310
Computer Operator/ Staff Data Cntrl Clerk	28	1 (1st Yr.)	$1,185	$30,810	$1,209	$31,434	$1,239	$32,214
		2 (2nd Yr.)	$1,281	$33,306	$1,307	$33,982	$1,340	$34,840
		3 (3rd Yr.)	$1,380	$35,880	$1,408	$36,608	$1,443	$37,518
		4 (4th Yr.)	$1,490	$38,740	$1,520	$39,520	$1,558	$40,508
		5 (5th Yr.)	$1,602	$41,652	$1,634	$42,484	$1,675	$43,550
		6 (6th Yr.)	$1,729	$44,954	$1,764	$45,864	$1,808	$47,008
		7 (7th Yr. +)	$1,790	$46,540	$1,826	$47,476	$1,872	$48,672
Sr Computer Operator/ Principal Data Cntl Clerk	29	1 (1st Yr.)	$1,296	$33,696	$1,322	$34,372	$1,355	$35,230
		2 (2nd Yr.)	$1,398	$36,348	$1,426	$37,076	$1,462	$38,012
		3 (3rd Yr.)	$1,507	$39,182	$1,537	$39,962	$1,575	$40,950
		4 (4th Yr.)	$1,623	$42,198	$1,655	$43,030	$1,696	$44,096
		5 (5th Yr.)	$1,745	$45,370	$1,780	$46,280	$1,825	$47,450
		6 (6th Yr.)	$1,878	$48,828	$1,916	$49,816	$1,964	$51,064
		7 (7th Yr. +)	$1,943	$50,518	$1,982	$51,532	$2,032	$52,832

EXHIBIT B

Salary Table for Employees Hired or Promoted into the Bargaining Unit Prior to 4/14/94

Job Title	Grade	Steps	Effective: 4/1/05 to 3/31/06 Bi-Weekly	Annual	Effective: 4/1/06 to 3/31/07 Bi-Weekly	Annual	Effective: 4/1/07 to 3/31/08 Bi-Weekly	Annual
Jr. Technical Asst.	25	1 (1st Yr.)	$1,512	$39,312	$1,557	$40,482	$1,604	$41,704
		2 (2nd Yr.)	$1,630	$42,380	$1,679	$43,654	$1,729	$44,954
		3 (3rd Yr.)	$1,758	$45,708	$1,811	$47,086	$1,865	$48,490
		4 (4th Yr.)	$1,899	$49,374	$1,956	$50,856	$2,015	$52,390
		5 (5th Yr.)	$2,050	$53,300	$2,112	$54,912	$2,175	$56,550
		6 (6th Yr.)	$2,210	$57,460	$2,276	$59,176	$2,344	$60,944
		7 (7th Yr. +)	$2,286	$59,436	$2,355	$61,230	$2,426	$63,076
Sr Data Control Clerk	26	1 (1st Yr.)	$1,085	$28,210	$1,118	$29,068	$1,152	$29,952
		2 (2nd Yr.)	$1,173	$30,498	$1,208	$31,408	$1,244	$32,344
		3 (3rd Yr.)	$1,263	$32,838	$1,301	$33,826	$1,340	$34,840
		4 (4th Yr.)	$1,357	$35,282	$1,398	$36,348	$1,440	$37,440
		5 (5th Yr.)	$1,464	$38,064	$1,508	$39,208	$1,553	$40,378
		6 (6th Yr.)	$1,576	$40,976	$1,623	$42,198	$1,672	$43,472
		7 (7th Yr. +)	$1,633	$42,458	$1,682	$43,732	$1,732	$45,032
Ntwrk Cntrl Operator	27	1 (1st Yr.)	$1,650	$42,900	$1,700	$44,200	$1,751	$45,526
		2 (2nd Yr.)	$1,779	$46,254	$1,832	$47,632	$1,887	$49,062
		3 (3rd Yr.)	$1,921	$49,946	$1,979	$51,454	$2,038	$52,988
		4 (4th Yr.)	$2,072	$53,872	$2,134	$55,484	$2,198	$57,148
		5 (5th Yr.)	$2,240	$58,240	$2,307	$59,982	$2,376	$61,776
		6 (6th Yr.)	$2,410	$62,660	$2,482	$64,532	$2,556	$66,456
		7 (7th Yr. +)	$2,496	$64,896	$2,571	$66,846	$2,648	$68,848
Computer Operator/ Staff Data Cntrl Clerk	28	1 (1st Yr.)	$1,270	$33,020	$1,308	$34,008	$1,347	$35,022
		2 (2nd Yr.)	$1,374	$35,724	$1,415	$36,790	$1,457	$37,882
		3 (3rd Yr.)	$1,479	$38,454	$1,523	$39,598	$1,569	$40,794
		4 (4th Yr.)	$1,597	$41,522	$1,645	$42,770	$1,694	$44,044
		5 (5th Yr.)	$1,717	$44,642	$1,769	$45,994	$1,822	$47,372
		6 (6th Yr.)	$1,853	$48,178	$1,909	$49,634	$1,966	$51,116
		7 (7th Yr. +)	$1,919	$49,894	$1,977	$51,402	$2,036	$52,936
Sr Computer Operator/ Principal Data Cntl Clerk	29	1 (1st Yr.)	$1,389	$36,114	$1,431	$37,206	$1,474	$38,324
		2 (2nd Yr.)	$1,499	$38,974	$1,544	$40,144	$1,590	$41,340
		3 (3rd Yr.)	$1,614	$41,964	$1,662	$43,212	$1,712	$44,512
		4 (4th Yr.)	$1,738	$45,188	$1,790	$46,540	$1,844	$47,944
		5 (5th Yr.)	$1,871	$48,646	$1,927	$50,102	$1,985	$51,610
		6 (6th Yr.)	$2,013	$52,338	$2,073	$53,898	$2,135	$55,510
		7 (7th Yr. +)	$2,083	$54,158	$2,145	$55,770	$2,209	$57,434

EXHIBIT B

Salary Table for Employees Hired or Promoted into the Bargaining Unit Prior to 4/14/94

Effective: 4/1/08 to 11/30/09

Job Title	Grade	Steps	Bi-Weekly	Annual
Jr. Technical Asst.	25	1 (1st Yr.)	$1,644	$42,744
		2 (2nd Yr.)	$1,772	$46,072
		3 (3rd Yr.)	$1,912	$49,712
		4 (4th Yr.)	$2,065	$53,690
		5 (5th Yr.)	$2,229	$57,954
		6 (6th Yr.)	$2,403	$62,478
		7 (7th Yr. +)	$2,487	$64,662
Sr Data Control Clerk	26	1 (1st Yr.)	$1,181	$30,706
		2 (2nd Yr.)	$1,275	$33,150
		3 (3rd Yr.)	$1,374	$35,724
		4 (4th Yr.)	$1,476	$38,376
		5 (5th Yr.)	$1,592	$41,392
		6 (6th Yr.)	$1,714	$44,564
		7 (7th Yr. +)	$1,775	$46,150
Ntwrk Cntrl Operator	27	1 (1st Yr.)	$1,795	$46,670
		2 (2nd Yr.)	$1,934	$50,284
		3 (3rd Yr.)	$2,089	$54,314
		4 (4th Yr.)	$2,253	$58,578
		5 (5th Yr.)	$2,435	$63,310
		6 (6th Yr.)	$2,620	$68,120
		7 (7th Yr. +)	$2,714	$70,564
Computer Operator/ Staff Data Cntrl Clerk	28	1 (1st Yr.)	$1,381	$35,906
		2 (2nd Yr.)	$1,493	$38,818
		3 (3rd Yr.)	$1,608	$41,808
		4 (4th Yr.)	$1,736	$45,136
		5 (5th Yr.)	$1,868	$48,568
		6 (6th Yr.)	$2,015	$52,390
		7 (7th Yr. +)	$2,087	$54,262
Sr Computer Operator/ Principal Data Cntl Clerk	29	1 (1st Yr.)	$1,511	$39,286
		2 (2nd Yr.)	$1,630	$42,380
		3 (3rd Yr.)	$1,755	$45,630
		4 (4th Yr.)	$1,890	$49,140
		5 (5th Yr.)	$2,035	$52,910
		6 (6th Yr.)	$2,188	$56,888
		7 (7th Yr. +)	$2,264	$58,864

EXHIBIT B

Salary Tables for Employees Hired or Promoted into the Bargaining Unit After 4/14/94

Job Title	Grade	Steps	Effective: 10/1/00 to 9/30/01 Bi-Weekly	Annual	Effective: 10/1/01 to 9/30/02 Bi-Weekly	Annual	Effective: 10/1/02 to 3/31/03 Bi-Weekly	Annual
Jr. Technical Asst.	25	1 (1st Yr.)	$1,261	$32,786	$1,305	$33,930	$1,331	$34,606
		2 (2nd Yr.)	$1,329	$34,554	$1,376	$35,776	$1,404	$36,504
		3 (3rd Yr.)	$1,399	$36,374	$1,448	$37,648	$1,477	$38,402
		4 (4th Yr.)	$1,474	$38,324	$1,526	$39,676	$1,557	$40,482
		5 (5th Yr.)	$1,553	$40,378	$1,607	$41,782	$1,639	$42,614
		6 (6th Yr.)	$1,637	$42,562	$1,694	$44,044	$1,728	$44,928
		7 (7th Yr.)	$1,724	$44,824	$1,784	$46,384	$1,820	$47,320
		8 (8th Yr.)	$1,816	$47,216	$1,880	$48,880	$1,918	$49,868
		9 (9th Yr.)	$1,915	$49,790	$1,982	$51,532	$2,022	$52,572
		10 (10 th Yr.+)	$1,981	$51,506	$2,050	$53,300	$2,091	$54,366
Sr Data Control Clerk	26	1 (1st Yr.)	$905	$23,530	$937	$24,362	$956	$24,856
		2 (2nd Yr.)	$953	$24,778	$986	$25,636	$1,006	$26,156
		3 (3rd Yr.)	$1,003	$26,078	$1,038	$26,988	$1,059	$27,534
		4 (4th Yr.)	$1,055	$27,430	$1,092	$28,392	$1,114	$28,964
		5 (5th Yr.)	$1,112	$28,912	$1,151	$29,926	$1,174	$30,524
		6 (6th Yr.)	$1,169	$30,394	$1,210	$31,460	$1,234	$32,084
		7 (7th Yr.)	$1,231	$32,006	$1,274	$33,124	$1,299	$33,774
		8 (8th Yr.)	$1,298	$33,748	$1,343	$34,918	$1,370	$35,620
		9 (9th Yr.)	$1,366	$35,516	$1,414	$36,764	$1,442	$37,492
		10 (10 th Yr.+)	$1,415	$36,790	$1,465	$38,090	$1,494	$38,844
Ntwrk Cntrl Operator	27	1 (1st Yr.)	$1,376	$35,776	$1,424	$37,024	$1,452	$37,752
		2 (2nd Yr.)	$1,449	$37,674	$1,500	$39,000	$1,530	$39,780
		3 (3rd Yr.)	$1,526	$39,676	$1,579	$41,054	$1,611	$41,886
		4 (4th Yr.)	$1,608	$41,808	$1,664	$43,264	$1,697	$44,122
		5 (5th Yr.)	$1,694	$44,044	$1,753	$45,578	$1,788	$46,488
		6 (6th Yr.)	$1,786	$46,436	$1,849	$48,074	$1,886	$49,036
		7 (7th Yr.)	$1,881	$48,906	$1,947	$50,622	$1,986	$51,636
		8 (8th Yr.)	$1,982	$51,532	$2,051	$53,326	$2,092	$54,392
		9 (9th Yr.)	$2,089	$54,314	$2,162	$56,212	$2,205	$57,330
		10 (10 th Yr.+)	$2,162	$56,212	$2,238	$58,188	$2,283	$59,358

EXHIBIT B

Salary Tables for Employees Hired or Promoted into the Bargaining Unit After 4/14/94

Job Title	Grade	Steps	Effective: 10/1/00 to 9/30/01 Bi-Weekly	Annual	Effective: 10/1/01 to 9/30/02 Bi-Weekly	Annual	Effective: 10/1/02 to 3/31/03 Bi-Weekly	Annual
Computer Operator/ Staff Data Cntrl Clerk	28	1 (1st Yr.)	$1,058	$27,508	$1,095	$28,470	$1,117	$29,042
		2 (2nd Yr.)	$1,116	$29,016	$1,155	$30,030	$1,178	$30,628
		3 (3rd Yr.)	$1,174	$30,524	$1,215	$31,590	$1,239	$32,214
		4 (4th Yr.)	$1,238	$32,188	$1,281	$33,306	$1,307	$33,982
		5 (5th Yr.)	$1,305	$33,930	$1,351	$35,126	$1,378	$35,828
		6 (6th Yr.)	$1,375	$35,750	$1,423	$36,998	$1,451	$37,726
		7 (7th Yr.)	$1,448	$37,648	$1,499	$38,974	$1,529	$39,754
		8 (8th Yr.)	$1,525	$39,650	$1,578	$41,028	$1,610	$41,860
		9 (9th Yr.)	$1,606	$41,756	$1,662	$43,212	$1,695	$44,070
		10 (10 th Yr.+)	$1,663	$43,238	$1,721	$44,746	$1,755	$45,630
Sr Computer Operator/ Principal Data Cntl Clerk	29	1 (1st Yr.)	$1,159	$30,134	$1,200	$31,200	$1,224	$31,824
		2 (2nd Yr.)	$1,221	$31,746	$1,264	$32,864	$1,289	$33,514
		3 (3rd Yr.)	$1,282	$33,332	$1,327	$34,502	$1,354	$35,204
		4 (4th Yr.)	$1,350	$35,100	$1,397	$36,322	$1,425	$37,050
		5 (5th Yr.)	$1,422	$36,972	$1,472	$38,272	$1,501	$39,026
		6 (6th Yr.)	$1,497	$38,922	$1,549	$40,274	$1,580	$41,080
		7 (7th Yr.)	$1,574	$40,924	$1,629	$42,354	$1,662	$43,212
		8 (8th Yr.)	$1,657	$43,082	$1,715	$44,590	$1,749	$45,474
		9 (9th Yr.)	$1,744	$45,344	$1,805	$46,930	$1,841	$47,866
		10 (10 th Yr.+)	$1,805	$46,930	$1,868	$48,568	$1,905	$49,530

EXHIBIT B

Salary Tables for Employees Hired or Promoted into the Bargaining Unit After 4/14/94

Job Title	Grade	Steps	Effective: 4/1/03 to 9/30/03 Bi-Weekly	Annual	Effective: 10/1/03 to 3/31/04 Bi-Weekly	Annual	Effective: 4/1/04 to 3/31/05 Bi-Weekly	Annual
Jr. Technical Asst.	25	1 (1st Yr.)	$1,358	$35,308	$1,385	$36,010	$1,420	$36,920
		2 (2nd Yr.)	$1,432	$37,232	$1,461	$37,986	$1,498	$38,948
		3 (3rd Yr.)	$1,507	$39,182	$1,537	$39,962	$1,575	$40,950
		4 (4th Yr.)	$1,588	$41,288	$1,620	$42,120	$1,661	$43,186
		5 (5th Yr.)	$1,672	$43,472	$1,705	$44,330	$1,748	$45,448
		6 (6th Yr.)	$1,763	$45,838	$1,798	$46,748	$1,843	$47,918
		7 (7th Yr.)	$1,856	$48,256	$1,893	$49,218	$1,940	$50,440
		8 (8th Yr.)	$1,956	$50,856	$1,995	$51,870	$2,045	$53,170
		9 (9th Yr.)	$2,062	$53,612	$2,103	$54,678	$2,156	$56,056
		10 (10 th Yr.+)	$2,133	$55,458	$2,176	$56,576	$2,230	$57,980
Sr Data Control Clerk	26	1 (1st Yr.)	$975	$25,350	$995	$25,870	$1,020	$26,520
		2 (2nd Yr.)	$1,026	$26,676	$1,047	$27,222	$1,073	$27,898
		3 (3rd Yr.)	$1,080	$28,080	$1,102	$28,652	$1,130	$29,380
		4 (4th Yr.)	$1,136	$29,536	$1,159	$30,134	$1,188	$30,888
		5 (5th Yr.)	$1,197	$31,122	$1,221	$31,746	$1,252	$32,552
		6 (6th Yr.)	$1,259	$32,734	$1,284	$33,384	$1,316	$34,216
		7 (7th Yr.)	$1,325	$34,450	$1,352	$35,152	$1,386	$36,036
		8 (8th Yr.)	$1,397	$36,322	$1,425	$37,050	$1,461	$37,986
		9 (9th Yr.)	$1,471	$38,246	$1,500	$39,000	$1,538	$39,988
		10 (10 th Yr.+)	$1,524	$39,624	$1,554	$40,404	$1,593	$41,418
Ntwrk Cntrl Operator	27	1 (1st Yr.)	$1,481	$38,506	$1,511	$39,286	$1,549	$40,274
		2 (2nd Yr.)	$1,561	$40,586	$1,592	$41,392	$1,632	$42,432
		3 (3rd Yr.)	$1,643	$42,718	$1,676	$43,576	$1,718	$44,668
		4 (4th Yr.)	$1,731	$45,006	$1,766	$45,916	$1,810	$47,060
		5 (5th Yr.)	$1,824	$47,424	$1,860	$48,360	$1,907	$49,582
		6 (6th Yr.)	$1,924	$50,024	$1,962	$51,012	$2,011	$52,286
		7 (7th Yr.)	$2,026	$52,676	$2,067	$53,742	$2,119	$55,094
		8 (8th Yr.)	$2,134	$55,484	$2,177	$56,602	$2,231	$58,006
		9 (9th Yr.)	$2,249	$58,474	$2,294	$59,644	$2,351	$61,126
		10 (10 th Yr.+)	$2,329	$60,554	$2,376	$61,776	$2,435	$63,310

EXHIBIT B

Salary Tables for Employees Hired or Promoted into the Bargaining Unit After 4/14/94

Job Title	Grade	Steps	Effective: 4/1/03 to 9/30/03 Bi-Weekly	Annual	Effective: 10/1/03 to 3/31/04 Bi-Weekly	Annual	Effective: 4/1/04 to 3/31/05 Bi-Weekly	Annual
Computer Operator/ Staff Data Cntrl Clerk	28	1 (1st Yr.)	$1,139	$29,614	$1,162	$30,212	$1,191	$30,966
		2 (2nd Yr.)	$1,202	$31,252	$1,226	$31,876	$1,257	$32,682
		3 (3rd Yr.)	$1,264	$32,864	$1,289	$33,514	$1,321	$34,346
		4 (4th Yr.)	$1,333	$34,658	$1,360	$35,360	$1,394	$36,244
		5 (5th Yr.)	$1,406	$36,556	$1,434	$37,284	$1,470	$38,220
		6 (6th Yr.)	$1,480	$38,480	$1,510	$39,260	$1,548	$40,248
		7 (7th Yr.)	$1,560	$40,560	$1,591	$41,366	$1,631	$42,406
		8 (8th Yr.)	$1,642	$42,692	$1,675	$43,550	$1,717	$44,642
		9 (9th Yr.)	$1,729	$44,954	$1,764	$45,864	$1,808	$47,008
		10 (10 th Yr.+)	$1,790	$46,540	$1,826	$47,476	$1,872	$48,672
Sr Computer Operator/ Principal Data Cntl Clerk	29	1 (1st Yr.)	$1,248	$32,448	$1,273	$33,098	$1,305	$33,930
		2 (2nd Yr.)	$1,315	$34,190	$1,341	$34,866	$1,375	$35,750
		3 (3rd Yr.)	$1,381	$35,906	$1,409	$36,634	$1,444	$37,544
		4 (4th Yr.)	$1,454	$37,804	$1,483	$38,558	$1,520	$39,520
		5 (5th Yr.)	$1,531	$39,806	$1,562	$40,612	$1,601	$41,626
		6 (6th Yr.)	$1,612	$41,912	$1,644	$42,744	$1,685	$43,810
		7 (7th Yr.)	$1,695	$44,070	$1,729	$44,954	$1,772	$46,072
		8 (8th Yr.)	$1,784	$46,384	$1,820	$47,320	$1,866	$48,516
		9 (9th Yr.)	$1,878	$48,828	$1,916	$49,816	$1,964	$51,064
		10 (10 th Yr.+)	$1,943	$50,518	$1,982	$51,532	$2,032	$52,832

EXHIBIT B

Salary Tables for Employees Hired or Promoted into the Bargaining Unit After 4/14/94

Job Title	Grade	Steps	Effective: 4/1/05 to 3/31/06 Bi-Weekly	Annual	Effective: 4/1/06 to 3/31/07 Bi-Weekly	Annual	Effective: 4/1/07 to 3/31/08 Bi-Weekly	Annual
Jr. Technical Asst.	25	1 (1st Yr.)	$1,456	$37,856	$1,500	$39,000	$1,545	$40,170
		2 (2nd Yr.)	$1,535	$39,910	$1,581	$41,106	$1,628	$42,328
		3 (3rd Yr.)	$1,614	$41,964	$1,662	$43,212	$1,712	$44,512
		4 (4th Yr.)	$1,703	$44,278	$1,754	$45,604	$1,807	$46,982
		5 (5th Yr.)	$1,792	$46,592	$1,846	$47,996	$1,901	$49,426
		6 (6th Yr.)	$1,889	$49,114	$1,946	$50,596	$2,004	$52,104
		7 (7th Yr.)	$1,989	$51,714	$2,049	$53,274	$2,110	$54,860
		8 (8th Yr.)	$2,096	$54,496	$2,159	$56,134	$2,224	$57,824
		9 (9th Yr.)	$2,210	$57,460	$2,276	$59,176	$2,344	$60,944
		10 (10 th Yr.+)	$2,286	$59,436	$2,355	$61,230	$2,426	$63,076
Sr Data Control Clerk	26	1 (1st Yr.)	$1,046	$27,196	$1,077	$28,002	$1,109	$28,834
		2 (2nd Yr.)	$1,100	$28,600	$1,133	$29,458	$1,167	$30,342
		3 (3rd Yr.)	$1,158	$30,108	$1,193	$31,018	$1,229	$31,954
		4 (4th Yr.)	$1,218	$31,668	$1,255	$32,630	$1,293	$33,618
		5 (5th Yr.)	$1,283	$33,358	$1,321	$34,346	$1,361	$35,386
		6 (6th Yr.)	$1,349	$35,074	$1,389	$36,114	$1,431	$37,206
		7 (7th Yr.)	$1,421	$36,946	$1,464	$38,064	$1,508	$39,208
		8 (8th Yr.)	$1,498	$38,948	$1,543	$40,118	$1,589	$41,314
		9 (9th Yr.)	$1,576	$40,976	$1,623	$42,198	$1,672	$43,472
		10 (10 th Yr.+)	$1,633	$42,458	$1,682	$43,732	$1,732	$45,032
Ntwrk Cntrl Operator	27	1 (1st Yr.)	$1,588	$41,288	$1,636	$42,536	$1,685	$43,810
		2 (2nd Yr.)	$1,673	$43,498	$1,723	$44,798	$1,775	$46,150
		3 (3rd Yr.)	$1,761	$45,786	$1,814	$47,164	$1,868	$48,568
		4 (4th Yr.)	$1,855	$48,230	$1,911	$49,686	$1,968	$51,168
		5 (5th Yr.)	$1,955	$50,830	$2,014	$52,364	$2,074	$53,924
		6 (6th Yr.)	$2,061	$53,586	$2,123	$55,198	$2,187	$56,862
		7 (7th Yr.)	$2,172	$56,472	$2,237	$58,162	$2,304	$59,904
		8 (8th Yr.)	$2,287	$59,462	$2,356	$61,256	$2,427	$63,102
		9 (9th Yr.)	$2,410	$62,660	$2,482	$64,532	$2,556	$66,456
		10 (10 th Yr.+)	$2,496	$64,896	$2,571	$66,846	$2,648	$68,848

EXHIBIT B

Salary Tables for Employees Hired or Promoted into the Bargaining Unit After 4/14/94

Job Title	Grade	Steps	Effective: 4/1/05 to 3/31/06 Bi-Weekly	Annual	Effective: 4/1/06 to 3/31/07 Bi-Weekly	Annual	Effective: 4/1/07 to 3/31/08 Bi-Weekly	Annual
Computer Operator/ Staff Data Cntrl Clerk	28	1 (1st Yr.)	$1,221	$31,746	$1,258	$32,708	$1,296	$33,696
		2 (2nd Yr.)	$1,288	$33,488	$1,327	$34,502	$1,367	$35,542
		3 (3rd Yr.)	$1,354	$35,204	$1,395	$36,270	$1,437	$37,362
		4 (4th Yr.)	$1,429	$37,154	$1,472	$38,272	$1,516	$39,416
		5 (5th Yr.)	$1,507	$39,182	$1,552	$40,352	$1,599	$41,574
		6 (6th Yr.)	$1,587	$41,262	$1,635	$42,510	$1,684	$43,784
		7 (7th Yr.)	$1,672	$43,472	$1,722	$44,772	$1,774	$46,124
		8 (8th Yr.)	$1,760	$45,760	$1,813	$47,138	$1,867	$48,542
		9 (9th Yr.)	$1,853	$48,178	$1,909	$49,634	$1,966	$51,116
		10 (10 th Yr.+)	$1,919	$49,894	$1,977	$51,402	$2,036	$52,936
Sr Computer Operator/ Principal Data Cntl Clerk	29	1 (1st Yr.)	$1,338	$34,788	$1,378	$35,828	$1,419	$36,894
		2 (2nd Yr.)	$1,409	$36,634	$1,451	$37,726	$1,495	$38,870
		3 (3rd Yr.)	$1,480	$38,480	$1,524	$39,624	$1,570	$40,820
		4 (4th Yr.)	$1,558	$40,508	$1,605	$41,730	$1,653	$42,978
		5 (5th Yr.)	$1,641	$42,666	$1,690	$43,940	$1,741	$45,266
		6 (6th Yr.)	$1,727	$44,902	$1,779	$46,254	$1,832	$47,632
		7 (7th Yr.)	$1,816	$47,216	$1,870	$48,620	$1,926	$50,076
		8 (8th Yr.)	$1,913	$49,738	$1,970	$51,220	$2,029	$52,754
		9 (9th Yr.)	$2,013	$52,338	$2,073	$53,898	$2,135	$55,510
		10 (10 th Yr.+)	$2,083	$54,158	$2,145	$55,770	$2,209	$57,434

EXHIBIT B

Salary Tables for Employees Hired or Promoted into the Bargaining Unit After 4/14/94

Effective: 4/1/08 to 11/30/09

Job Title	Grade	Steps	Bi-Weekly	Annual
Jr. Technical Asst.	25	1 (1st Yr.)	$1,584	$41,184
		2 (2nd Yr.)	$1,669	$43,394
		3 (3rd Yr.)	$1,755	$45,630
		4 (4th Yr.)	$1,852	$48,152
		5 (5th Yr.)	$1,949	$50,674
		6 (6th Yr.)	$2,054	$53,404
		7 (7th Yr.)	$2,163	$56,238
		8 (8th Yr.)	$2,280	$59,280
		9 (9th Yr.)	$2,403	$62,478
		10 (10 th Yr.+)	$2,487	$64,662
Sr Data Control Clerk	26	1 (1st Yr.)	$1,137	$29,562
		2 (2nd Yr.)	$1,196	$31,096
		3 (3rd Yr.)	$1,260	$32,760
		4 (4th Yr.)	$1,325	$34,450
		5 (5th Yr.)	$1,395	$36,270
		6 (6th Yr.)	$1,467	$38,142
		7 (7th Yr.)	$1,546	$40,196
		8 (8th Yr.)	$1,629	$42,354
		9 (9th Yr.)	$1,714	$44,564
		10 (10 th Yr.+)	$1,775	$46,150
Ntwrk Cntrl Operator	27	1 (1st Yr.)	$1,727	$44,902
		2 (2nd Yr.)	$1,819	$47,294
		3 (3rd Yr.)	$1,915	$49,790
		4 (4th Yr.)	$2,017	$52,442
		5 (5th Yr.)	$2,126	$55,276
		6 (6th Yr.)	$2,242	$58,292
		7 (7th Yr.)	$2,362	$61,412
		8 (8th Yr.)	$2,488	$64,688
		9 (9th Yr.)	$2,620	$68,120
		10 (10 th Yr.+)	$2,714	$70,564

EXHIBIT B

Salary Tables for Employees Hired or Promoted into the Bargaining Unit After 4/14/94

Job Title	Grade	Steps	Effective: 4/1/08 to 11/30/09 Bi-Weekly	Annual
Computer Operator/ Staff Data Cntrl Clerk	28	1 (1st Yr.)	$1,328	$34,528
		2 (2nd Yr.)	$1,401	$36,426
		3 (3rd Yr.)	$1,473	$38,298
		4 (4th Yr.)	$1,554	$40,404
		5 (5th Yr.)	$1,639	$42,614
		6 (6th Yr.)	$1,726	$44,876
		7 (7th Yr.)	$1,818	$47,268
		8 (8th Yr.)	$1,914	$49,764
		9 (9th Yr.)	$2,015	$52,390
		10 (10 th Yr.+)	$2,087	$54,262
Sr Computer Operator/ Principal Data Cntl Clerk	29	1 (1st Yr.)	$1,454	$37,804
		2 (2nd Yr.)	$1,532	$39,832
		3 (3rd Yr.)	$1,609	$41,834
		4 (4th Yr.)	$1,694	$44,044
		5 (5th Yr.)	$1,785	$46,410
		6 (6th Yr.)	$1,878	$48,828
		7 (7th Yr.)	$1,974	$51,324
		8 (8th Yr.)	$2,080	$54,080
		9 (9th Yr.)	$2,188	$56,888
		10 (10 th Yr.+)	$2,264	$58,864

Exhibit C

Grievance Arbitration Procedure

The Port Authority of New York and New Jersey (the "Port Authority") and the Communications Workers of America AFL/CIO (the "Union") agree that the procedure for processing grievances with respect to the alleged violation of any provision (other than Section I) of the Memorandum of Agreement, past practices shall be as follows:

A. Policy

Employees in the covered membership shall have the right to present grievances in accordance with the procedures described herein free from interference, coercion, restraint, discrimination or reprisal. The informal resolution of differences prior to the initiation of actions under this Grievance Arbitration Procedure is encouraged and desired by the Port Authority and the Union.

B. Definition

1. Pursuant to the Memorandum of Agreement to which this Grievance Arbitration Procedure is annexed as Exhibit C (which Memorandum shall hereinafter be called the "Memorandum of Agreement") and for the purposes of this Grievance Arbitration Procedure, a grievance is defined as a complaint limited to the application or interpretation by the Port Authority of any provision of the Memorandum of Agreement which application or interpretation is alleged to constitute a violation of the said Memorandum of Agreement or any provision thereof; provided, that the processing of a complaint by the Port Authority pursuant to this procedure shall not constitute a waiver by the Authority of any defense or claim that the conduct complained of does not involve the application or interpretation of any provision of the Memorandum of Agreement.

2. Any complaint concerning the alleged violation by the Port Authority of any of its resolutions or instructions of general application relating to conditions of employment which do not involve the interpretation or application of any provision of this Memorandum of Agreement shall not be a grievance subject to this procedure but shall be processed through existing remedies.

C. Procedure

Grievances as defined in the Paragraph B (I) hereof shall be processed as follows:

1. Step One - A grievance shall be submitted by the grievant in writing on forms to be provided by the Port Authority to the grievant's Division Manager or his/her designee (with a copy to the Union) within thirty (30) working days of the commencement of the event which gave rise to the grievance or the date the grievant should reasonably have been expected to become aware of the event which gave rise to the grievance. If the grievance is not settled in writing within fifteen (15) working days of receipt of the grievance, the grievance may be appealed by the grievant to the Manager, Labor Relations Department within fifteen (15) working days of receipt of the Step One response. Any such appeal must be in writing and state the grounds therefore. If no Step One response is received within the specified time, the grievance shall be advanced to Step Two without further action by the grievant.

2. Step Two - The Manager, Labor Relations Department or his/her designee shall issue a written determination of an appeal from Step One within fifteen (15) working days after the receipt of such appeal, setting forth the reasons for the determination. Any unsettled grievance may be appealed to arbitration as set forth in Step Three.

3. Step Three - Arbitration

a. The President of the Union or his/her designee shall have the exclusive right to refer to arbitration any unsettled grievance with respect to the application or interpretation by the Port Authority of any provision of the Memorandum of Agreement which application or interpretation is alleged to constitute a violation of the said Memorandum of Agreement or any provision thereof by serving written notice of an intention to arbitrate in duplicate on the Labor Relations Director, not later than forty (40) working days following receipt of the Step Two determination. If the party filing a grievance has not requested arbitration to the American Arbitration Association within nine (9) months of the date on which notice of intention to arbitrate is given, the grievance shall no longer be arbitrable.

b. An arbitrator shall be selected in accordance with the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association from its Labor Panel pursuant to a demand for or submission to arbitration addressed to the Regional Director of the American Arbitration Association at 1633 Broadway, 10th Floor, New York, NY 10019.

c. The arbitrator shall not have the power to add to, subtract from or modify the provisions of the Memorandum of Agreement and shall confine his/her decision

solely to the interpretation and application of the Memorandum of Agreement. He/she shall confine himself/herself to the precise issue presented for arbitration and shall have no authority to determine any other issues not so presented to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.

d. The decision or award or relief afforded by the arbitrator shall be final and binding upon the Port Authority, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and the Memorandum of Agreement.

e. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

f. The arbitrator shall hold the hearing at a time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue a decision as soon as possible after the close of the hearing. The arbitrator shall be bound by the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association.

g. The settlement or award of relief upon a grievance may or may not be retroactive as the equities of each case demand but in no event shall such resolution be retroactive to a date earlier than the date the grievance was first submitted or the date the grievance occurred.

h. Grievance resolutions or decisions at Steps One or Two shall not constitute a precedent in any arbitration or other proceeding.

D. Representation

1. The grievant is entitled to Union representation at any grievance and arbitration meetings. The Union shall have the exclusive right to represent employees in any grievance provided, however, that any grievant or group of grievants shall have the right to present his/her or their own grievance at Steps One and Two without representation of any kind; provided, further, that no resolution of a grievance shall be inconsistent with the provisions of the Memorandum of Agreement. The Union shall receive copies of written determinations and of appeals at all Steps and may submit written comments thereon and shall have the right to be present and to offer statements at any grievance step meeting.

2. The grievant(s) and any witness (es) shall be excused from duty with pay as required for attendance at grievance hearings. If possible, any such request must be presented in advance to the Labor Relations Department, and approval thereof shall not be unreasonably withheld.

E. Special Provisions

1. The term "working days" as used in this Grievance Arbitration Procedure shall mean calendar days exclusive of Saturdays, Sundays and Port Authority holidays.

2. The failure by the Port Authority to meet a deadline specified herein shall permit advancing the matter to the next Step. The failure of the grievant or union to file a grievance or appeal within the time limit specified shall be deemed to be a resolution of the grievance.

3. All time limits contained in this procedure may be extended by mutual agreement in writing.

EXHIBIT D

Change Notice No. 119 dated June 16, 1975 incorporated herein.

Office of the Executive Director
The Port Authority
of New York and New Jersey

PAI 20-3.01
Revised October 17, 1974

VACATIONS

I. Introduction

This instruction outlines the policies and operating procedures on vacations for Port Authority employees.

II. Policies

A. Vacations for Port Authority employees are based on the assumption that they contribute to the good health and well-being of the staff and are, therefore, mutually beneficial to the employee and the organization.

B. Permanent, probationary, and project employees of the Port Authority receive vacations depending on length of service, job classification, and certain other factors defined in the following attachments to this instruction:

1. Attachment 1. Operating Rules - Vacations

2. Vacation Allowance Schedule A. Managerial, Professional, and Technical Staff in Pay Plans B, E, F (non-police), D (all levels), and Pay Plan C Administrative/Office Classes not Covered by Memorandum of Agreement

3. Vacation Allowance Schedule B. Non-Police Employees Covered by Memoranda of Agreement with Employee Organizations. CN 119 6/16/75

4. Vacation Allowance Schedule C. All members of the Police Force. CN 119 6/16/75

5. Vacation Allowance Schedule D. Managerial, Professional, and Technical Staff in Pay Plan B Levels 4-7 With Less Than 5 Years Service and Levels 8 and Above With Less Than Ten Years Service.

C. Holders of the awards shown below, with the exception of the Meritorious Police Duty Medal, will receive the extra vacation allowances indicated beginning in the year in which the medal if awarded. Upon termination, medal holders will receive full value for these vacation days for the year in which the separation occurs unless they are discharged for cause or resign under charges.

All Employees Awarded:	Receive Extra Days of Vacation as follows:
The Medal of Honor	3
The Howard S. Cullman Distinguished Service Medal	3
The Distinguished Service Medal	2
The Commendation Medal/Police Commendation Medal	1
The Meritorious Police Duty Medal	1*

*Holders of this award receive one extra day vacation during the twelve-month period following the award ceremony.

D. The Personnel Director may, with the approval of the Executive Director, modify vacation policies to fit the requirements of unusual situations.

E. In the event that changes are made in vacation allowances or operating rules for employees covered by memoranda of agreement with employee organizations, the provisions of the new memorandum of agreement supersede those of this instruction.

Attachments: Attachment 1
Schedule A
Schedule B
Schedule C
Schedule D

Change Notice No. 119 dated June 16, 1975 incorporated herein.

OPERATING RULES - VACATIONS

I. Vacation Scheduling for Pay Plan C (Including Pay Plan D, Levels 1-5) Staff

A. Each facility will publish an annual vacation schedule, stating the periods when operating conditions will permit vacations to be taken and the number of employees in each class of each work group who will be permitted to pick vacations during those periods. Where operating conditions permit, provision should be made for scheduling vacations throughout the year. Employees picking vacations will do so in minimum periods of one week and maximum periods of two weeks in order of their Port Authority seniority.

Employees in T.W.U. classes are permitted to take vacations in all weeks of a calendar year. When peak staffing is required by the facility manager, a minimum of one employee in each classification may, in any such week, elect to take his vacation.

B. Employees entitled to three or four weeks vacation, wishing to take it all in a single period, will do so in Port Authority seniority order within each classification in a work group during the second series of picks. Employees with five weeks vacation, wishing to take it all in a single period, will do so in a third series of picks.

C. When approved by management, employees will be permitted to take single vacation days. Such days will be deducted from the least desirable pick which is understood to be the last pick made by each employee.

D. 1. Vacation scheduling for Police will be handled in accordance with instructions issued by the Superintendent of Police.

2. If a Police Officer is required to work for other than disciplinary reasons on a scheduled vacation day and if such vacation day is not rescheduled at the request of the Police Officer, payment for the day will be made at overtime rates.

II. Rules for Charging Vacation Time

A. Vacation days taken in any year shall be charged first, against any accrued normal vacation carried over from the prior year, and second, against the current year's normal vacation allowance. The only exception to this sequence is for the Special Vacation days (see Paragraph V, below), which may be taken at any time, subject to the controls, if any, of the employee's department.

B. When a paid holiday occurs during an employee's vacation period, it will not be counted as a day of vacation (see PAI 20-3.02).

C. When management excused time (unscheduled holidays, National days of mourning, weather, etc.) is granted during an employee's vacation period, it will be counted as vacation time.

III. Vacation in Connection with Sick Leave

A. If an employee falls ill after starting his scheduled vacation, the period of his illness during this vacation cannot be charged as a sick absence. However, if an employee is hospitalized for one night or more while on vacation, only the days of hospitalization should be charged as sick absence time. Should questions arise regarding application of this policy, the Personnel Department should be consulted.

B. If an employee's sick absence starts before a scheduled vacation, the time absent due to illness should be charged as sick absence provided the employee returns to work at the end of his illness before starting his vacation.

C. 1. A non-police employee who is absent for an extended period because of illness or injury, whether work connected or not, and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. Department heads will recommend to the Personnel Director for his approval, the appropriate action to be taken in such cases.

2. A police employee who is absent for an extended period because of illness and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. The Superintendent of Police will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases.

IV. Vacation Carryover

A. Vacation must be taken in the year in which it is earned, unless special permission for carryover of vacation allowance from the year earned to the following year is granted by the Personnel Director. Such permission must be obtained prior to the end of the year in which the vacation is earned. No employee may carry over to a succeeding year more than one full year's vacation allowance. Department heads (or, for Police, the Superintendent of Police) may authorize carryover of vacations of five days or less. The only exception to this rule is for Special Vacation allowance and is described in Paragraph V, C and D, below.

B. In determining the amount of vacation which may be carried over to a succeeding year, a continuous period of vacation begun before the end of one calendar year which extends into the succeeding calendar year shall be considered to have been taken in its entirety during the calendar year in which it was begun.

V. Special Vacation Allowance for Certain Professional, Managerial and Executive Staff

A. Under previously authorized compensation adjustments, Professional, Managerial, and Executive staff in salary levels 6 through 13 could choose special vacation days as additional compensation.

B. These special vacation days, if opted for, are credited to the employee's annual vacation allowance on a calendar year basis beginning on January 1 each year. At that time, the employee will be required to reduce his or her annual allotment of special vacation days by converting a portion of them into a dollar amount necessary to cover his or her Social Security obligations for the ensuing year. If the employee leaves the Port Authority before the end of the 12-month cycle, payment for these special vacation days will be prorated based on the number of months which have elapsed since the beginning of the current year.

C. Special vacation allowances should be taken as time off, if possible. The maximum accumulation of special vacation days at the end of any calendar year is thirty days. In the event it is impossible to reduce an employee's special vacation days to below thirty at the end of any calendar year, a special payment will be made in December of that year for any such days in excess of thirty. Departments will prepare Special Payment Requests (form PA 1992) to pay employees for such accumulated special vacation days in excess of thirty days at the rate of pay then currently earned by the affected employee.

D. Those special vacation days which are not (1) taken as paid time off, (2) paid for annually, (3) converted to FICA payments, or (4) diminished by other means will be paid for only on separation from the Port Authority on the basis of the employee's salary rate in effect at that time.

E. These special vacation days should be recorded separately from the standard vacation day tally on the appropriate documents.

VI. Length of Service in Connection with Vacation

Length of service is determined as follows in computing vacation allowance:

A. All periods of authorized absence with pay are included.

B. All time on military leave and sick leave, with or without pay, is included.

C. Time on Long Term Absence without pay is not included.

D. If an individual is separated because of reduction in force and is re-employed within one year of the date of separation, his service prior to separation is included.

E. If an individual is re-employed after dismissal or resignation, or after a separation of more than one year due to reduction in force, his service prior to such dismissal, resignation, or separation is not included, unless specifically approved by the Personnel Director.

F. Service as a full-time temporary employee is included, provided there is no interruption in employment exceeding five calendar days at the time his status is changed to project or permanent employee.

VII. Vacation Allowance at Separation or Leave of Absence

A. 1. An employee who is separating from Port Authority employment in any circumstances other than those specified in Paragraphs B and C, below, or beginning a Leave of Absence, is entitled to Vacation Allowance as shown on the appropriate Vacation Schedule attached, plus any unused vacation carried forward from a previous year.

2. Vacation allowance at separation or Leave of Absence (Ordinary, Maternity, Long Term Military) will be reduced by any vacation days already taken in the calendar year in which the separation or leave occurs.

3. If the employee has already taken vacation days in excess of his allowance, their value is subtracted from his last paycheck before the separation or leave. However, if at the time of the separation or leave, vacation has been taken in excess of vacation due in accordance with a published facility or unit vacation schedule, no adjustments in the final salary check will be made, provided that the employee did not initiate a change in his assigned vacation via a mutual swap or special request.

4. An employee beginning a Leave of Absence may be required to take the unused portion of his vacation before the leave begins.

5. An employee returning from a Leave of Absence in a calendar year other than that in which the leave began will be entitled to a vacation allowance, for that year only, as shown on the appropriate Vacation Schedule attached.

B. Regardless of his termination date, an employee in good standing who has at least nine month's service and who is separated for such reasons as reduction in force, death, or retirement will be granted his full vacation allowance for the calendar year in which his services terminate. Non-Police employees must have been present at work for at least one day during the calendar year for this provision to apply.

C. An employee in good standing who is separated for any reason before the completion of nine month's service, and all employees who are discharged for cause, or resign under charges, are not eligible for vacation allowances on separation. Adjustments in the final salary check will be made in such cases for any vacation taken in the calendar year.

D. A member of the Police Force absent without pay for more than thirty consecutive days during a year, with the exception of absence while on military leave, shall have his succeeding vacation allowance reduced by 1/12 for each 30 consecutive days of such absence.

EXHIBIT E - 1

VACATION ALLOWANCE SCHEDULE

For all CWA staff hired on or before 4/14/94

		YEAR OF HIRE												YEARS OF 1st TO 5th ANNIVERSARY	YEAR OF 5th ANNIVERSARY				YEARS OF 6th TO 10th ANNIVERSARY	YEAR OF 10th ANNIVERSARY				YEARS OF 11th TO 25th ANNIVERSARY	YEAR OF 25th ANNIVERSARY				YEARS OF 26th AND LATER ANNIVERSARY
		MONTH OF APPOINTMENT													MONTH OF APPOINTMENT					MONTH OF APPOINTMENT					MONTH OF APPOINTMENT				
		January	February	March	April	May	June	July	August	September	October	November	December		Jan. to Mar.	Apr. to Jun.	Jul. to Sept.	Oct. to Dec.		Jan. to Mar.	Apr. to Jun.	Jul. to Sept.	Oct. to Dec.		Jan. to Mar.	Apr. to Jun.	Jul. to Sept.	Oct. to Dec.	
STANDARD VACATION ALLOWANCE IN DAYS) NOTE: For Pay Plan C Employees (including D 1-5) add one day except in the circumstances marked *. This day should not be scheduled until after all other vacation is used or the fourth quarter of the calendar year.		11	10	9	8	7	6	5 *	4 *	3 *	2 *	1 *	0 *	12	16	15	15	13	16	24	22	20	18	24	28	27	26	25	28
VACATION ALLOWANCE UPON SEPARATION OR START OF LEAVE OF ABSENCE NOTE: For Pay Plan C Employees terminating or starting leave of absence June 1 or later, add one day.	Month of Separation: Jan. to Mar.													3	4	4	4	3	4	6	6	5	5	6	7	7	7	6	7
	Month of Separation: Apr. to June													6	8	8	8	6	8	12	11	10	9	12	14	14	13	13	14
	Month of Separation: Jul. to Sept.													9	12	11	11	10	12	18	17	15	14	18	21	20	20	19	21
	Month of Separation: Oct. to Dec.	9 10 11	- 9 10	- - 9	- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - -	12	16	15	15	13	16	24	22	20	18	24	28	27	26	25	28
VACATION ALLOWANCE UPON RETURN FROM LEAVE OF ABSENCE NOTE: For Pay Plan C Employees returning on or before June 30th, add one day.	Month of Separation: Jan. to Mar.													12	16	15	15	13	16	24	22	20	18	24	28	27	26	25	28
	Month of Separation: Apr. to June													9	12	11	11	10	12	18	17	15	14	18	21	20	20	19	21
	Month of Separation: Jul. to Sept.													6	8	8	8	6	8	12	11	10	9	12	14	14	13	13	14
	Month of Separation: Oct. to Dec.													3	4	4	4	3	4	6	6	5	5	6	7	7	7	6	7

NOTE: Add one (1) day at 25th Anniversary for Port Service Club.

EXHIBIT E - 2

VACATION ALLOWANCE SCHEDULE

For all CWA staff hired after 4/14/94

		YEAR OF HIRE												YEARS OF 1st TO 4th ANNIVERSARY	YEAR OF 5TH ANNIVERSARY					YEARS OF 6th TO 9th ANNIVERSARY	YEAR OF 10TH ANNIVERSARY					YEARS OF 11th TO 24th ANNIVERSARY	YEAR OF 25TH ANNIVERSARY					YEARS OF 26TH AND LATER ANNIVERSARIES
		MONTH OF APPOINTMENT													Appointment Date						Appointment Date						Appointment Date					
VACATION ALLOWANCE		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	10	Jan thru Aug	Sept	Oct	Nov	Dec	15	Jan thru Aug	Sept	Oct	Nov	Dec	20	Jan thru Aug	Sept	Oct	Nov	Dec	25
		10	9	8	7	6	5	4	3	2	1	0	0		15	14	13	12	11		20	19	18	17	16		25	24	23	22	21	
VACATION ALLOWANCE IN YEAR OF SEPARATION OR START OF LEAVE OF ABSENCE	Month of Separation	Jan.												1	1	1	1	1	1	1	2	2	2	1	1	2	2	2	2	2	2	2
		Feb.												2	3	2	2	2	2	3	2	3	3	3	3	3	4	4	4	4	4	4
		Mar.												2	4	4	3	3	3	4	5	5	5	4	4	5	6	6	6	6	5	6
		Apr.												3	5	5	4	4	4	5	7	6	6	6	5	7	8	8	8	7	7	8
		May												4	6	6	5	5	5	6	8	8	8	7	7	8	10	10	10	9	9	10
		Jun.												5	8	7	7	6	6	8	10	10	9	9	8	10	12	12	12	11	11	12
		Jul.												6	9	8	8	7	6	9	12	11	11	10	9	12	15	14	13	13	12	15
		Aug.												7	10	9	9	8	7	10	13	13	12	11	11	13	17	16	15	15	14	17
		Sep.												7	11	11	10	9	8	11	15	14	14	13	12	15	19	18	17	17	16	19
		Oct.	8											8	13	12	11	10	9	13	17	16	15	14	13	17	21	20	19	18	18	21
		Nov.	9	8										9	14	13	12	11	10	14	18	17	16	16	15	18	23	22	21	20	19	23
		Dec.	10	9	8									10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
VACATION ALLOWANCE UPON RETURN FROM LEAVE OF ABSENCE	Month of Return From Leave of Absence	Jan.												10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
		Feb.												9	14	12	11	10	9	14	18	17	16	16	15	18	23	22	21	20	19	23
		Mar.												8	13	11	10	9	8	13	16	16	15	14	13	16	21	20	19	18	17	21
		Apr.												7	11	10	9	8	7	11	15	14	14	13	12	15	19	18	17	17	16	19
		May												7	10	8	8	7	5	10	14	13	12	11	11	14	17	16	15	15	14	17
		Jun.												6	9	7	7	6	6	9	12	11	10	10	9	12	15	14	13	13	12	15
		Jul.												5	8	6	6	5	5	8	10	10	9	9	8	10	13	12	12	11	11	13
		Aug.												4	6	5	4	4	4	6	8	8	7	7	7	8	11	10	10	9	9	11
		Sep.												3	5	5	3	3	3	5	6	6	6	6	5	6	9	8	8	7	7	9
		Oct.												2	3	3	2	2	2	4	4	5	5	4	4	4	7	6	6	6	5	7
		Nov.												1	2	1	1	1	1	3	3	3	3	3	3	3	5	4	4	4	3	5
		Dec.												0	0	0	0	0	0	2	2	2	1	2	1	2	3	2	2	2	2	3

NOTE: Add one (1) day at 25th Anniversary for Port Service Club.

EXHIBIT F-1

Holidays

All employees in the covered membership are entitled to the eleven (11) full paid holidays enumerated below or paid days off in lieu of holidays, depending on the operational requirements of their assignments. In addition, each employee will be granted one "floating day" as per past practice.

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

EXHIBIT F-2

PORT AUTHORITY HOLIDAY
OPERATING RULES AND PROCEDURES

A. Compensation for Holiday Work (other than police)

1. General

The nature of Port Authority operations is such that some field employees are required to work on each holiday as part of their normal work schedules. Also, in emergencies, both field and non-field employees may be called in for holiday work outside their schedules.

a. Every effort is made to minimize the number of employees required to work on Port Authority paid holidays.

b. Insofar as it is practicable, holiday work is equally distributed among all employees in each organization unit who are both qualified and available to do the work required.

2. Non-field Pay Plan C employees

a. When a non-field Pay Plan C or DC employee is required to work on a full-day holiday which is celebrated on Monday through Friday, he receives for that day:

(1) His regular salary; plus

(2) premium compensation at one-half times his regular rate of pay for all authorized holiday hours worked up through 7 ¼ hours; plus

(3) premium compensation at one and one-half times his regular rate of pay for all authorized holiday hours worked beyond 7 ¼ hours; plus

(4) a full substitute day off with pay at a time mutually agreeable to the employee and his supervisor, regardless of the number of hours worked on the holiday. (The employee may elect to receive one day of additional compensation at his regular rate of pay, in lieu of receiving a substitute day off with pay.)

b. When a non-field Pay Plan C or DC employee is required to work on a full-day holiday which falls on a Saturday or Sunday, he receives for that day:

(1) Premium compensation at one and one-half times his regular rate of pay for all authorized holiday hours worked; and

(2) Monday off with pay in the case of holidays falling on Sunday and Friday off with pay in the case of holidays falling on Saturday.

c. A few non-field Pay Plan C and DC employees have position responsibilities which require normal work schedules that include Saturday or Sunday work. When a holiday falls on such a Saturday or Sunday, the employee is compensated by holiday premium pay as described in paragraph 3a, below.

d. In each of the above cases, if the holiday on which the employee works is a half-holiday, the same rules governing compensation and time off apply, but on a half-day basis.

3. Field Pay Plan C (non-police) employees

a. When a field Pay Plan C (non-police) employee is required to work on a holiday as part of his normal work schedule, he receives (unless agreements with employee representatives stipulate otherwise) for that day:

(1) His regular salary; plus

(2) premium compensation at one-half times his regular rate of pay for all holiday hours worked up through 8 hours; and

(3) premium compensation at one and one-half times his regular rate of pay for all hours worked beyond 8 hours.

(4) A substitute day off with pay.

b. When a field Pay Plan C (non-police) employee is required (i.e., called in) to work on a holiday outside of his normal work schedule, he receives for that day:

(1) His regular salary; and

(2) premium compensation at one and one-half times his regular rate of pay for all authorized holiday hours worked.

(3) No substitute day off is granted.

4. Application of Policy, Rules and Procedures for Pay Plan C (non-police) and DC Employees

a. Pay Plan C (non-police) and DC employees who are required to work on holidays are entitled to the full amount of holiday premium compensation due them in accordance with the preceding paragraphs. Holiday work premium payments are not reduced or offset by negative compensatory time.

b. When an employee is required to undertake holiday work and overtime work in the same pay period, the holiday premium is not considered in calculating his overtime rate of pay. When a single interval of working time constitutes both holiday work and overtime work, only one premium is paid.

c. If an employee's work schedule starts on one calendar day and ends on the next calendar day, and if one of these days is a holiday, all of the hours of work he undertakes during such tour of duty are deemed to have occurred on the day during which 50% or more of total hours of work occurred, for purposes of determining whether holiday premiums apply.

5. Police Employees

The 11 paid days off for Police Officers accrue at a rate of 2 ¾ days, and the 10 paid days off for Police Superior Officers at a rate of 2 ½ days for each quarter of the calendar year (ending March 31, June 30, September 30, and December 31) during which the employee has been continuously employed. No paid days off are earned for a calendar quarter during which the employee is hired, separated, on extended military leave, or on unpaid leave of absence. However, employees on short term sick leave or short term military leave are considered continuously employed. The total yearly allowance of paid days off (11 for Police Officers and 10 for Police Superior Officers) attributable to holidays, or any part of it may be given as the cash equivalent of paid days off at the sole discretion of the Superintendent of Police with the approval of the Personnel Director.

EXHIBIT G

Substitution Policy

I. Introduction

This instruction outlines the policy on compensation paid for work performed in a job of higher classification than the one an employee permanently holds. It applies only to Port Authority employees who are in positions in one of the classes represented by the CWA and substitute in a job of a higher classification also represented by the CWA.

II. Policy

A. Port Authority policy is to schedule work so that each employee works within his normal job specification. Whenever possible, managers and supervisors should anticipate avoidable out-of-class assignments and take construction steps, such as efficient rescheduling of activities, to eliminate the need for employees working out of class.

B. When out-of-class work is essential and properly authorized, CWA personnel are compensated for work performed out of their class subject to the provisions of this Exhibit G.

III. Eligibility

A. Personnel who hold positions in one of the classes represented by the CWA are compensated for work performed in a job or jobs of higher classification than their permanently appointed position if they work in a higher class from the first day of such work and each day thereafter.

B. In the event a substitution is necessary, and unless the unit supervisor otherwise determines, the senior qualified employee will be offered the substitution (that employee can decline the substitution.) The selection will be made from those employees working on the tour that is required to be covered. In the event the senior employee is not offered the substitution, his unit supervisor will inform him or the reasons thereof.

In the event a more senior person is unavailable because of vacation or regular day off, he would, subject to the above rule, be offered the assignment upon his return.

C. Work performed in a higher class for less than a full tour is not considered a day's work in that class.

EXHIBIT H

Office of the Executive Director

The Port Authority
of New York and New Jersey

PAI 20-3.05
February 22, 1982

EXCUSED ABSENCES AND PERSONAL LEAVE DAYS

I. Introduction

This instruction describes the Port Authority's policy regarding excused absence and personal leave days for permanent, probationary and project employees not assigned to classes represented for the purpose of collective negotiations, who are in Pay Plans A, B, C 8-22, D, and E, and for non-police employees in Pay Plan F. For these categories of employees only, this instruction supersedes PAI 20-3.05, Excused Absences.

II. Policies

A. Excused Absence

An excused absence is an authorized absence from scheduled hours of work for which no deduction is made from the employee's compensation, and the reason for which is other than: vacation, holiday, sick leave, personal leave, military leave, leave of absence, maternity leave, and compensatory time credited or to be earned. Excused absence may not in any circumstances whatsoever be authorized for the following previously permissible reasons: marriage, birth of a child, moving, sickness in family, religious or ethnic observance.

1. For employees in the categories cited in the Introduction (section I, above) to this instruction, excused absences may be authorized for the following circumstances only:

   a. Time necessary for involuntary participation in governmental proceedings such as jury duty, Workmen's Compensation Board hearings, or appearance in court as a subpoenaed witness.

b. Time necessary for voting. Any eligible employee who desires to vote in a general election, primary election, special election or local election in the community where he or she resides, who is required to work on the day of such election, and who does not have four consecutive hours before or after working hours during which polls are open, may be granted up to two hours of excused time to vote by his or her supervisor. Such time off shall be allowed only at the beginning or end of the employee's tour of duty as designated by his or her supervisor. Any employee who has four or more consecutive hours before or after working hours during which polls are open will be considered to have sufficient time to vote outside of working hours and will not be granted excused time.

c. Time necessary because of a death in the employee's immediate family (spouse, child, parent, brother, sister, spouse's parent, other person permanently residing in the employee's home at the time of death). When more than three scheduled work days are needed, the additional time must be approved by the employee's Department Director. Absences in excess of five work days for any one instance require written approval by the Personnel Director, with a copy to the Manager, Accounting Division.

d. Time for donating to the Port Authority Blood Bank. An employee who donates blood to the Port Authority Blood Bank during his or her normal work schedule is granted the rest of that working day off as excused time. An employee who donates blood outside normal work schedule is granted three hours of excused time, to be taken at a time mutually convenient to the employee and the supervisor.

e. When early termination of a normal tour is required in order to comply with a posted snow schedule assignment or to provide eight hours between termination of work and start of new work resulting from a change in schedule, excused time up to four hours is granted when authorized by the department director, facility manager, division or unit head.

f. When overtime in excess of five and one-half hours is worked by an employee who is called in from off-duty status, sufficient excused time is

granted in order to provide a period of four consecutive hours off before the employee starts his or her next normal tour. For example, if the employee works overtime from midnight until 6 A.M. and is scheduled to work the 8 A.M. to 4 P.M. tour, the employee receives two hours of excused time and starts the tour at 10 A.M.

g. Time necessary when extreme weather, or other conditions found to be beyond the control of the employee, affect transportation to the work location and cause lateness or absence from work. This must be approved by the employee's department director or deputy director. This authority may not be delegated further.

h. When early termination of work day for non-field employees is announced by the Personnel Director.

i. In special individual circumstances not covered by a. through h., above, excused time may be granted by division or facility managers. An annual summary of these instances must be prepared, giving the employee's name and title, the reason for the granting of the excused time, the number of instances and the number of days per instance. This summary is sent to the Department Director, with a copy to the Personnel Director.

B. Personal Leave Days

Personal Leave may be used at the discretion of the individual employee, subject to operating conditions and those set forth below:

1. Employees covered by this instruction are eligible to take in each calendar year a maximum of four days of Personal Leave for which they need give no reason.

2. Personal Leave days must be taken in minimum increments of one-half day.

3. Personal Leave may not be taken during or immediately at the end of a leave of absence, but may be taken in conjunction with vacation.

4. Personal Leave days should be scheduled with the approval of the employee's supervisor. Requests should be made as far in advance as possible, and should not be unreasonably denied.

5. Personal Leave days not taken in the calendar year may not be carried forward to the succeeding year.

6. a. Employees who retire earn four Personal Leave days in their last year of employment regardless of when their employment terminates.

   b. Employees on payroll on December 31 may earn up to four Personal Leave days in the following year.

   c. The following table should be used to determine the Personal Leave allowance in the year of appointment or separation in good standing (except for retirees):

	Date of Appointment or Return			
	Jan. 1-Mar. 31	Apr. 1-June 30	Jul. 1-Sept. 30	Oct. 1-Dec. 31
Allowance in year of appointment or return from Leave of Absence	3	2	1	0

	Date of Separation or Start of Leave			
	Jan. 1-Mar. 31	Apr. 1-June 30	Jul. 1-Sept. 30	Oct. 1-Dec. 31
Allowance in year of separation in good standing or start of Leave of Absence, including the infant care portion of Maternity Leave of Absence	0	1	2	3

d. Upon separation in good standing (including retirement) or start of a Leave of Absence, including the infant care portion of Maternity Leave of Absence, employees will be paid for all earned and unused Personal Leave days.

e. Upon separation in good standing (including retirement) or start of a Leave of Absence, including the infant care portion of Maternity Leave of Absence, Personal Leave allowance will be reduced by any Personal Leave days already taken in the calendar year in which the separation or leave occurs. If the employee has already taken Personal Leave days in excess of his or her allowance, their value is subtracted from his or her last paycheck before the separation or leave.

EXHIBIT I

Disciplinary Proceedings - Impartial Hearing Officer

I. Introduction

A. Except as provided herein, the provisions of Port Authority Instruction 20-1.10 Disciplinary Proceedings Permanent Classified Employees, dated September 30, 1970 will apply to employees in the covered membership.

B. Disciplinary Proceedings may be brought under PAI 20-1.10, as modified herein, on the grounds specified in PAI 20-1.10, which are understood to include absenteeism, lateness and poor performance.

C. The provisions of PAI 20-1.10, Disciplinary Proceedings - Permanent Classified Employees, are hereby modified to provide for jointly selected Impartial Hearing Officer to replace the Port Authority Trial Board and the Departmental Trial Board, when a hearing is required pursuant to Paragraphs X and XI.

II. Appointment of an Impartial Hearing Officer

A. An Impartial Hearing Officer shall be appointed by mutual consent of both the Port Authority and CWA Local 1177.

B. The Impartial Hearing Officer shall have all rights, duties and responsibilities of a Port Authority Trial Board, as described in PAI 20-1.10.

C. All fees and expenses of the Impartial Hearing Officer shall be divided equally between the Port Authority and the CWA, unless the parties mutually agree to divide the costs differently.

III. Conduct of Hearing

A. The Hearing shall be conducted by the Impartial Hearing Officer in accordance with the provisions of PAI 20-1.10, as modified herein.

B. A stenographic record shall be kept of all major disciplinary hearings before an Impartial Hearing Officer.

IV. Findings and Review

A. The findings of and penalty imposed by the Impartial Hearing Officer shall be final and binding upon the Port Authority, the Reviewing Officer, the CWA, and the employee, and may be implemented immediately and without further action or review, to the extent permitted by and in accordance with applicable law and notwithstanding the provisions of paragraph J, Section X of PAI 20-1.10.

EXHIBIT J

Management Information Services Department

Senior Computer Operator & Computer Operator

Performance Appraisal Profile

Name: _____ Period Covered: From _____

Section: _____ To _____

	GOOD	SATISFACTORY	UNSATISFACTO
I Knowledge & Performance of Job			
A. Quality of Work: (consider: accuracy, completeness, efficiency, technical competence)	____	____	____
B. Quantity of Work: (consider: ability to handle work load in an efficient and effective manner)	____	____	____
C. Adaptability: (consider: range of knowledge of the job and the ability to adjust to changes in the work enviroment and assignment)	____	____	____
II Individual Characteristic			
A. Professionalism (consider: the degree of employee's attitude cooperativeness and enthusiasm in approaching and performing his/her duties and responsibilities)			
1. with users:	____	____	____
2. with co-workers:	____	____	____
3. with supervisors:	____	____	____

	GOOD	SATISFACTORY	UNSATISFACTOR
B. Leadership: (consider: judgement, ie, ability to make logical decisions based on available information and, initiative, ie, willingness to undertake assignments without specific instructions and cope with obstacles)	____	____	____
C. Communication: (consider: oral expression, ie, ability to communicate thoughts and ideas in a clear concise manner and writing ability, ie, communicating clearly and concisely on paper)	____	____	____

III Attendance

Number of Sick Days: _____
Number of Sick Occasions: _____
Number of Lateness: _____

Supervisor's Comments

_____

_____

_____

_____

_____

Section Supervisor's signature _____ Date: _____

Shift Supervisor's signature _____ Date: _____

Discussed with Employee

_____	_____
Section Supervisor's signature	Employee's signature
_____	_____
Date	Date

____ Appeal

Employee Comments

_____

_____

_____

_____

_____

EXHIBIT K

Management Information Services Department

Senior & Principal Data Control Clerk

Performance Appraisal Profile

Name: _____ Period Covered: From _____

Section: _____ To _____

	GOOD	SATISFACTORY	UNSATISFACT
I Knowledge & Performance of Job			
A. Quality of Work: (consider: accuracy, completeness, efficiency, technical competence)	____	____	____
B. Quantity of Work: (consider: ability to handle work load in an efficient and effective manner)	____	____	____
C. Adaptability: (consider: range of knowledge of the job and the ability to adjust to changes in the work enviroment and assignment)	____	____	____
II Individual Characteristic			
A. Professionalism (consider: the degree of employee's attitude cooperativeness and enthusiasm in approaching and performing his/her duties and responsibilities)			
1. with users:	____	____	____
2. with co-workers:	____	____	____
3. with subordinates:	____	____	____
4. with supervisors:	____	____	____

	GOOD	SATISFACTORY	UNSATISFACTO
B. Leadership: (consider: judgement, ie, ability to make logical decisions based on available information and, initiative, ie, willingness to undertake assignments without specific instructions and cope with obstacles)	____	____	____
C. Communication: (consider: oral expression, ie, ability to communicate thoughts and ideas in a clear concise manner and, writing ability, ie, communicating clearly and concisely on paper)	____	____	____
D. Supervision: * applies to Principal's only (consider: ability to plan, organize, coordinate, direct and motivate)	____	____	____

III Attendance

Number of Sick Days: _____
Number of Sick Occasions: _____
Number of Lateness: _____

Supervisor's Comments

_____

_____

_____

_____

_____

Section Supervisor's signature _____ Date: _____

Shift Supervisor's signature _____ Date: _____

Discussed with Employee

_____ _____

Section Supervisor's signature Employee's signature

_____ _____

Date Date

____ Appeal

Employee Comments

_____

_____

_____

_____

_____

ATTACHMENT 1

SPECIFICATION NO.:	1001
DATE ISSUED:	4/76
DATE REVISED:	7/89
DATE REISSUED:	4/94

CLASS TITLE:	Senior Data Control Clerk
PAY PLAN/LEVEL (RANGE):	C-26
FLSA STATUS:	Non-Exempt
DEPARTMENT:	Information Services
JOB SERIES:	Data Processing

A. SUMMARY OF RESPONSIBILITIES

Under the immediate supervision of a Principal Data Control Clerk or a Data Control Supervisor, this class performs data control functions of a more complex nature. This class is usually assigned to a major application or system that requires the majority of its attention. Prepares and submits data for computer processing, reconciles totals appearing on reports to appropriate controls, and insures that reports are properly distributed. This class will also be required to make use of various teleprocessing terminals linked to our main computer.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated class of Principal Data Control Clerk, the Senior Data Control Clerk does not have lead responsibilities over others and does not require a high technical knowledge to perform specific assignments.

As compared to the lower rated class of Data Control Clerk, the Senior Data Control Clerk is expected to be more responsible and knowledgeable of the overall operation and is expected to assist and instruct the Data Control Clerks whenever asked to do so.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

(The duties listed below are indicative of the level and type of work of this classification, and an incumbent may perform any combination of typical duties or related work at a comparable level of difficulty.)

1. Prepares and submits data for computer processing, reconciles totals appearing on reports to appropriate controls, and ensures that reports are properly distributed. Notifies superiors of difficulties and make corrections as directed.

(CONTINUED)

2. Makes suggestions and modifications for the improvement of work flow.

3. Operates all types of peripheral equipment in the operations area that is conducive to carrying our his/her specific work assignments. Equipment includes the 029 cardpunch, 3775 communications terminal, the 083 sorter, and decollating and bursting equipment.

4. Reviews completed reports to insure accuracy of form and content prior to release. Reconciles computerized total with established accounting controls.

5. Performs clerical functions related to the work of the unit; such as delivery of reports, stock handling, hand collating of reports, filing, cleaning and testing of tapes.

D. MINIMUM JOB REQUIREMENTS

1. Knowledge - Basic knowledge of Job Control Language (JCL) and system halts of the computer.

2. Ability and Skills - Ability to understand and follow fairly complex oral and written instructions.
Ability to reconcile differences and errors in computer data.
Instruct and assist other employees in routine duties.

3. Physical/Medical Requirements and Effort - Occasional lifting up to 50 pounds.

4. Working Conditions - Normal office environment.

5. Qualifications

   a. Education - Graduation from a standard four-year high or vocational school or possess a recognized equivalency certificate.

   b. Experience/Training/Licenses - Two years full-time paid work experience operating data processing equipment with at least one and one-half years as a Data Control Clerk.

ATTACHMENT 2

Specification No.: 1002
Date Issued: 8/67
Date Reissued: 4/94

CLASS TITLE: Junior Technical Assistant/Network Connections
PAY PLAN/LEVEL (RANGE): C-25
FLSA STATUS: Non-Exempt
DEPARTMENT: Information Services
JOB SERIES: Data Processing

A. SUMMARY OF RESPONSIBILITIES:

Under the supervision of the Network Connections Supervisor or the Senior Technical Assistant, this class is responsible for the network connection of PCs, printers, computer terminals and a multitude of other computer network related equipment. This includes site inspections to determine all necessary requirements in the area of data grade cabling needs and accessibility to the network.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated class of Sr. Technical Assistant which assists in the planning, scheduling and implementation of network connections work, the Junior Technical Assistant works on network connection installations and repairs of computer devices.

As compared to the lower rated class of Principal Data Control Clerk which processes diversified programmed work units, the Junior Technical Assistant works under the direction of the Network Connections Supervisor or the Sr. Technical Assistant in the installation of computer terminals, and other related equipment and provides network users with related hardware and software needs.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

(The functions described below are indicative of the level and type of work performed in this classification, and incumbents in this class may perform any combination of the listed functions or related work of comparable type and difficulty).

1. Performs network connection of computer terminals, printers, etc., insuring that PA standard cabling requirements are met.

2. Identifies and resolves problems occurring within the telecommunications network environment which may necessitate terminal site inspection.

3. Provides technical support and assistance to telecommunications network users.

4. Inspects and assists in the preparation of the user site, prior to network connection of terminals, printers, control units or other devices.

5. Assists in the preparation and maintenance of current terminal controller/server port listings.

6. Assists in the network connection of LAN's and other related equipment.

7. Performs related duties as assigned.

D. JOB REQUIREMENTS

1. Knowledge:

General knowledge of the operation of a computer installation, LAN/Server technology, and telecommunications networks.

2. Ability and Skills:

Ability to perform set-up and installation of terminals and printers, cabling, network devices, and operate computer related equipment.

3. Physical/Medical Requirements and Effort:

Some bending, lifting, and kneeling involved.

4. Working Conditions:

Normal telecommunications/computer operations with moderate noise.

5. Qualifications:

a. Education:

High School Diploma or a recognized/High School Equivalence Certificate

b. Experience/Training/Licenses:

One (1) year full time paid work experience in telecommunications/data processing work in one of the following positions: Senior Data Control Clerk (1001); Computer Operator (1003); Senior Computer Operator (1004); or, Principal Data Control Clerk (1005) or their industry equivalent.

Must possess a valid New York or New Jersey drivers license.

SPECIFICATION NO.:	1003
DATE ISSUED:	8/61
DATE REVISED:	7/69
DATE REISSUED:	4/94

CLASS TITLE:	Computer Operator
PAY PLAN/LEVEL (RANGE):	C-28
FLSA STATUS:	Non-Exempt
DEPARTMENT:	Information Services
JOB SERIES:	Data Processing

A. SUMMARY OF RESPONSIBILITIES

Under the immediate working leadership of a Senior Computer Operator, this class is responsible for the operation of peripheral equipment associated with a large scale multi-processing computer, for example (IBM 3081) such as computer terminals, readers, printers and microfiche production equipment, processing programs on either tape or disk application systems. Formal supervision on weekdays is provided by a Data Processing Section Head while on weekends Computer Operators are directed in their activities by a Senior Computer Operator.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated class of Senior Computer Operator which monitors and operates the control console and functions in a lead capacity, the Computer Operator performs the actual physical operations involved in data processing and has no responsibility for the work of others.

As compared to the lower rated class of Senior Data Control Clerk which operates various types of equipment such as sorters and communications terminals to process a variety of financial and statistical data, the Computer Operator operates the peripheral equipment of a large scale multi-processing computer.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

(The duties listed below are indicative of the level and type of work in this classification, and incumbents may perform any combination of typical duties or related work at a comparable level of difficulty.)

1. Submits jobs to a computer by means of a card reader or computer terminal, selects and mounts specified input tapes, enters pertinent information for correct job processing.

(CONTINUED)

2. Analyses and corrects errors in job control language and input-output devices, but consults with the Data Processing Supervisor for solution to problems of greater complexity.

3. Cleans tape drive heads, readers, printers, etc.; ~~replaces microfiche equipment chemicals;~~ inserts into and removes report forms from printers; labels output tapes.

4. Analyses problems which may arise in the processing of data via telecommunications, responding to user requests for assistance where necessary.

5. Operates the main computer at times.

6. Operates Computer Aided Design/Drafting (CADD) equipment.

7. Responds to computer trouble and maintenance calls at off-site installations and corrects problems.

8. Refers unusual operating problems to the Data Processing Supervisor.

9. Maintains computer input/output control logs.

D. MINIMUM JOB REQUIREMENTS

1. Knowledge - Knowledge of the physical operation of a large scale, multi-program computer for example (IBM 3081) and on-line peripheral equipment such as printers.

2. Ability and Skills - Ability to perform various physical tasks such as mounting tape reels, feeding job control cards, and operating printers, or microfiche equipment, computer terminals, etc.
Ability to follow complex written and oral instructions to correct errors in job control language and input-output devices.

3. Physical/Medical Requirements and Effort - Considerable standing, lifting weight of approximately 40-50 pounds.

4. Working Conditions - Normal office environment, with exposure to noise generated by processing equipment.
Incumbents may be required to work any one of three shifts on a steady basis, including holidays, weekends with rotating days off.

(CONTINUED)

5. Qualifications

a. Education - Graduation from a four year standard or vocational high school or possession of a recognized equivalency certificate is required.

b. Experience/Training/Licenses - Two (2) years full-time paid work experience in data processing work related to production control. An A.A.S. Degree in Computer Science or completion of 64 college credits, with at least 20 credits in Computer Science, may be substituted for one year of experience. Requires a New York or New Jersey driver's license

ATTACHMENT 4

SPECIFICATION NO.: 1004
DATE ISSUED: 2/72
DATE REVISED: 7/89
DATE REISSUED: 4/94

CLASS TITLE:	Senior Computer Operator
PAY PLAN/LEVEL (RANGE):	C-29
FLSA STATUS:	Non-Exempt
DEPARTMENT:	Information Services
JOB SERIES:	Data Processing

A. SUMMARY OF RESPONSIBILITIES

Under the direct supervision of the Data Processing Supervisor, this class is responsible for operating a large scale, multi-processing computer (IBM 3081) to process programs on either tape or disc application systems. This is a lead class with responsibility for the guidance of Computer Operators. On weekend shifts and holidays, this class is in charge of computer operations and as such is responsible for the activities of a small group of Computer Operators, and assists teleprocessing users with problems which may arise.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated class of Data Processing Section Head which is responsible for all the computer operations on an assigned shift and has formal supervisory authority, the Senior Computer Operator is responsible for the actual operation of a computer system and functions in a lead capacity.

As compared to the lower rated class of Computer Operator, the Senior Computer Operator (1) monitors and operates the control console of the computer, (2) directs the Computer Operators in the mounting and dismounting of tape reels, and the preparation and dissemination of computer input/output, (3) and assists in instruction of new Computer Operators.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

(The duties listed below are indicative of the level and type of work performed in this classification, and incumbents may perform any combination of typical duties or related work at a comparable level of difficulty.)

1. Releases and executes assigned jobs to optimize machine utilization during shift. Schedules programs to be run simultaneously for

(CONTINUED)

maximum utilization of all sections of computer time.

2. Changes initiators and job classes to increase work flow. Responds to computer requests for information. Interrupts jobs at various stages without disturbing currently processed jobs to add information, change priorities or abort processing.

3. Diagnoses errors in job control language, input-output devices, storage capacity, operating system, and assists Computer Operators in their correction.

4. Assists in training Computer Operators and insures that they function effectively on assigned shifts.

5. Diagnoses problems in the processing of data via telecommunications systems, responding to user requests for assistance where necessary.

6. Refers unusual operating problems to the Data Processing Section Head.

D. MINIMUM JOB REQUIREMENTS

1. Knowledge - Requires a thorough knowledge of the operation of a large scale, multi-program computer, for example (IBM 3081) and on-line peripheral equipment such as printers.

2. Ability and Skills - Requires the ability to (1) guide Computer Operators in the performance of their duties, (2) monitor and operate the console controlling the central processing unit (CPU and (3) determine whether conditions warrant a change in job scheduling priorities or aborting the run.

3. Physical/Medical Requirements and Effort - Considerable standing.

4. Working Conditions - Normal office environment, with exposure to noises generated by computer equipment; incumbents may be required to work any one of three shifts on a steady basis, including holidays, weekends with rotating days off. Incumbents may be required to work at an alternate site, outside the World Trade Center, during part of their shift.

(CONTINUED)

5. Qualifications

a. Education - Graduation from a four year standard or vocational high school or possession of a recognized equivalency certificate.

b. Experience/Training/Licenses - A minimum of two years experience as a computer operator. An A.A.S. Degree in Computer Science or 64 college credits with at least 20 credits in Computer Science may be substituted for a maximum of one year of computer experience. Requires a New York or New Jersey driver's license.

ATTACHMENT 5

SPECIFICATION NO: 1005
DATE ISSUED: 1/76
DATE REVISED: 7/89
DATE REISSUED: 4/94

CLASS TITLE:	Principal Data Control Clerk
PAY PLAN/LEVEL (RANGE):	C-29
FLSA STATUS:	Non-Exempt
DEPARTMENT:	Information Services
JOB SERIES:	Data Processing

A. SUMMARY OF RESPONSIBILITIES

Under the supervision of the Data Control Supervisor or Data Processing Section Head, this class leads and directs Senior Data Control Clerks and Data Control Clerks in completing the applications and systems for which it is responsible. This class is responsible for the scheduling and the timeliness of all the applications or systems assigned to him/her, is required to have a working knowledge of all jobs under his/her direction, and the arrangement of its personnel to meet predetermined schedules. This class is required to be present at meetings concerning changes of old system and the initiating of new systems that may be assigned to its order of responsibility. This class is responsible for the training of new personnel, and for monitoring progress of all persons assigned to the section.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated class of Data Control Supervisor, the Principal Data Control Clerk performs work of a narrower scope under the general supervision of the section supervisor and at times provides assistance in diagnosing more complex problems which may arise.

As compared to the lower rated class of Senior Data Control Clerk, the Principal Data Control Clerk leads the work of lower rated personnel and works closely with the section supervisor in controlling work flow and coordinating the sectional operations.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

(The duties listed below are indicative of the level and type of work performed in this classification, and incumbents may perform any combination of the typical duties or related work at a comparable level of difficulty).

1. Leads work of Senior Data Control Clerks and Data Control Clerks on a shift, assigning work and controlling work flow. Works closely with supervisors in coordinating and scheduling of operations.

(CONTINUED)

2. Operates kinds of equipment within the operations sections and prepares programmed work units for a 3081 Electronic Computer.

3. Reviews completed reports to insure accuracy of form and content prior to release. Reconciles tabulated totals with established accounting controls.

4. Recommends revisions of procedures and refers unusual operating problems to Data Control Supervisors.

D. MINIMUM JOB REQUIREMENTS

1. Knowledge - Thorough knowledge of data processing methods, techniques and equipment such as computer terminals, card sorter and other related equipment.
Basic knowledge of Job Control Language (JCL) and system halts of the computer.

2. Ability and Skills - Ability to lead the work of others.
Ability to understand and carry out complex oral and written examinations.

3. Physical/Medical Requirements and Effort - Lifting up to 50 pounds.

4. Working Conditions - Normal office environment.

5. Qualifications

   a. Education - Graduation from a standard four-year high or vocational school or possession of a recognized equivalency certificate.

   b. Experience/Training/Licenses - Three years full-time paid work experience operating data processing equipment, including one year at or above the Senior Data Control Clerk level, or equivalent non-Port Authority experience.

ATTACHMENT 6

SPECIFICATION NO.:	1006
DATE ISSUED:	2/88
DATE REVISED:	7/89
DATE REISSUED:	4/94

CLASS TITLE:	Network Control Operator
PAY PLAN/LEVEL (RANGE):	C-27
FLSA STATUS:	Non-Exempt
DEPARTMENT:	Information Services
JOB SERIES:	Data Processing

A. SUMMARY OF RESPONSIBILITIES

Under the general supervision of the Data Processing Supervisor, this class works at the Computer Operations Help Desk, and responds to client's requests for assistance with problems relating to our software and hardware systems. This class utilizes an extensive knowledge of data processing and telecommunications to identify, analyze, and recommend solutions to the client. This class must monitor all systems and communication lines, interface with technical services, client services, and outside vendors, and perform varied administrative duties, as related to help desk functions.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated class of Data Processing Section Head which is responsible for all the computer operations on an assigned shiit and has formal supervisory authority, the Network Control Operator responds to employee's requests for assistance with computer or telecommunications related problems or questions.

As compared to the lower rated class of Senior Computer Operator which is responsible for monitoring the data within the computer system, the Network Control Operator requires a greater degree of technical knowledge and is responsible for resolving Port Authority employee computer and telecommunication related problems.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

(The duties listed below are indicative of the level and type of work performed in this classification, and incumbents may perform any combination of typical duties or related work at a comparable level of difficulty.)

(CONTINUED)

1. Answers questions by phone and provides solutions to "1st level" problems posed by users of the OA (DEC) and IBM Mainframe computer systems.

2. Analyzes the cause of "2nd level" system problems. These are hardware and software problems that cannot be resolved over the phone, and require physical inspection of the computer room communications hardware. Alerts Supervisor, "2nd Level" problems that cannot be resolved.

3. Monitors systems and communication lines using a computer terminal in order to insure proper network operation.

4. Enters problems on the Information Management System, records necessary information, and closes problem when it is resolved.

5. Activates and deactivates users' terminals and printers by issuing operating commands from a computer terminal.

6. Assumes the role of the Computer Room Supervisor and Help Desk Supervisor when working a weekend shift.

D. MINIMUM JOB REQUIREMENTS

1. Knowledge - Requires an extensive technical knowledge of all network data communication and data processing procedures and equipment including on-line diagnostic tools (such as NCCF, SDSF, RMF, etc.)

2. Ability and Skills - Good client relation skills.
Ability to work under pressure.
Ability to utilize software and hardware diagnostic tools.
Good communication skills (must regularly communicate with other Port Authority departments and outside vendors).

3. Physical/Medical Requirements and Effort - Normal.

4. Working Conditions - Office environment, but requires evening and weekend shifts.

5. Qualifications

   a. Education - Graduation from a standard four-year high or vocational school or possession of a recognized equivalency certificate.

(CONTINUED)

b. Experience/Training/Licenses - Three (3) years full-time paid work experience in data processing at least one (1) year in one of the following positions: Junior Technical Assistant; Senior Data Control Clerk; Computer Operator; Senior Computer Operator; or, Principal Data Control Clerk, or equivalent non-Port Authority experience. Requires a New York or New Jersey driver's license.

SPECIFICATION NO.: 1007
DATE ISSUED: 7/90
DATE REVISED: XXX
DATE REISSUED: 4/94

CLASS TITLE: Staff Data Control Clerk
PAY PLAN/LEVEL (RANGE): C-28
FLSA STATUS: Non-Exempt
DEPARTMENT: Management Information Services
JOB SERIES: Data Processing

A. SUMMARY OF RESPONSIBILITIES

Under the supervision of the Data Control Supervisor, this class completes the most complex applications and systems in the unit. This class is responsible for the scheduling and the timeliness of assigned applications or systems, and is required to have a thorough knowledge of the operation. This class is responsible for assisting the Principal Data Control Clerk in the training of new personnel.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated class of Principal Data Control Clerk which leads and directs Senior Data Control Clerks and Data Control Clerks, the Staff Data Control Clerk does not have lead responsibilities over others.

As compared to the lower rated class of Senior Data Control Clerk which does not have responsibility for training others, the Staff Data Control Clerk trains lower rated personnel and is required to have a higher technical ability to perform the most difficult assignments.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

(The duties listed below are indicative of the level and type of work of this classification, and an incumbent may perform any combination of typical duties or related work at a comparable level of difficulty.)

1. Operates multiple kinds of equipment within the data control section and prepares programmed work units for a larger scale computer.

2. Reviews completed reports to insure accuracy of form and content prior to release. Reconciles tabulated totals with established accounting controls.

(CONTINUED)

3. Trains Senior Data Control Clerks and Data Control Clerks.

4. Recommends revisions of procedures to the Data Control Supervisor or Principal Data Control Clerk.

5. Performs functions of the Principal Data Control Clerk in absence of the aforementioned.

D. MINIMUM JOB REQUIREMENTS

1. Knowledge - Thorough knowledge of data processing methods, techniques, and equipment such as computer terminals, card sorter, and other related equipment.
   Basic knowledge of Job Control Language (JCL), and system halts of the compter.

2. Ability and Skills - Ability to understand and carry out complex oral and written instructions.

3. Physical/Medical Requirements and Effort - Lifting up to 50 pounds.

4. Working Conditions - Normal office environment.

5. Qualifications

   a. Education - Graduation from a standard four-year high or vocational school or possess a recognized equivalency certificate.

   b. Experience/Training/Licenses - Two and one-half years full-time paid work experience operating data processing equipment, including six months at or above the Senior Data Control Clerk level, or equivalent non-Port Authority experience.

ATTACHMENT 8

SICK LEAVE

Sick Leave Incentive Payment Schedule
For all staff CWA staff hired on or before 4/14/94

Days Absent	Days Banked	Dollar Incentive
0	12	$300
0.5	11.5	$263
1	11	$225
1.5	10.5	$200
2	10	$175
2.5	9.5	$158
3	9	$140
3.5	8.5	$130
4	8	$120
4.5	7.5	$110
5	7	$100

Sick Leave Incentive Payment Schedule
For all CWA staff hired after 4/14/94

Days Absent	Days Banked	Dollar Incentive
0	10	$300
0.5	9.5	$263
1	9	$225
1.5	8.5	$200
2	8	$175
2.5	7.5	$158
3	7	$140
3.5	6.5	$130
4	6	$120

ATTACHMENT 9

CLERICAL ABSENCE CONTROL PROGRAM

I. TYPE OF SYSTEM

This is a sick leave plan in which an employee can earn up to 12 days per year (one day a month) if hired on or before 4/14/94 or up to 10 days per year (one day a month for the first 10 months) if hired after 4/14/94. In evaluating attendance, each absence, whether it be for one or more days, would account for a single occasion. If the employee has accumulated five or less days during a year, he/she would be eligible for a sick incentive bonus.

II. SICK DAYS AVAILABLE

The number of days in the bank equals the amount available for sick leave. There is no maximum on the number of days in which may be accumulated.

III. BASIC PERIOD OF REVIEW

The absence control plan provides for a rolling six month review period. If in any given six months, the employee has had four occasions of sick absence, the attendance record for the six months preceding the first occasion which contributed to the accumulation of the four occasions will be reviewed.

IV. ACTION TAKEN BASED ON RESULT OF REVIEW

1. If no absence occurred during the review period, the employee is advised that the second occasion in the following six months will result in a Doctor's Note Restriction for a six month period. This means that upon the employee's return to work from future sick absences, he/she must present a doctor's note to the supervisor. If the employee fails to do so, then the days of absence will be deducted from the employee's paycheck.

2. If one or more occasions occurred during the review period, the employee is immediately placed on Doctor's Note Restriction.

V. POSSIBLE ACTIONS DURING PERIOD AFTER REVIEW

1. If the employee has been on Doctor's Note Restriction for six months and had fewer than three occasions of sick absence, the restriction is removed.

2. If the employee is currently on a Doctor's Note Restriction and incurs three additional occasions of sick absence, the Doctor's Note Restriction will be extended for an additional six months.

VI. FURTHER DISCIPLINARY ACTIONS

1. Four or more occasions during the FIRST DOCTOR'S NOTE RESTRICTION PERIOD also requires formal departmental disciplinary action.

2. Formal departmental disciplinary action is also required if an employee experiences three or more occasions of sick absence during the SECOND DOCTOR'S NOTE RESTRICTION PERIOD.

VII. INCENTIVE PROGRAM

Under the incentive program, an employee with perfect attendance may be awarded a maximum incentive payment of up to $300 for sick days not used during this year.

Please remember that an absence control program is a monitoring device established to encourage a maximum amount of productivity from all employees. At no time does this system question the employee's integrity or the validity of any absence.

NOTE: The above outline also applies to employees represented by the Communications Workers of America (CWA). Questions with respect to procedures to be followed in connection with absences should be directed to the Human Resources Department designee(s).

Memorandum of Agreement

Between

The Port Authority of New York & New Jersey

and

The Port Authority Police Detectives Endowment Association, Inc.

January 21, 2003 - January 20, 2010

Richard Masella, *President*

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Memorandum of Agreement

Memorandum of Agreement executed this 12th day of April, 2005, between The Port Authority of New York and New Jersey (the "Port Authority") and the Port Authority Detectives Endowment Association, Inc., (the "Association").

PREAMBLE

WHEREAS, the Port Authority Detectives Endowment Association has been certified by the Port Authority Employment Relations Panel as the exclusive representative for collective negotiations and the settlement of grievances of the negotiating unit which includes Detectives: those persons employed in the positions described in Port Authority Job Specification No. 2601 September 1981, revised March, 1984, and further revised June, 1998, and excludes "All other ranks and steps"; and;

WHEREAS, the Port Authority and the Association have negotiated with respect to wages, hours and conditions of employment and other matters relating to the employment of Detectives; and

WHEREAS, the Memorandum of Agreement is entered into pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction;

NOW, THEREFORE, it is agreed as follows:

I. RECOGNITION

1. The term "Detectives" shall mean all persons employed in the position described in Port Authority Job Specifications No. 2601 dated November, 1981, and revised March, 1984, and further revised June, 1998, and shall include the plural as well as the singular. Reference to the masculine shall include the feminine.

2. The Port Authority recognizes the Association as the sole and exclusive representative of Detectives for the purpose of collective negotiations with respect to rates of pay, hours of work and other terms and conditions of employment.

3. During the term of this Memorandum of Agreement, the Port Authority will not enter into a Memorandum of Agreement with any employee organization other than the Association with respect to the Detectives covered by the Memorandum of Agreement.

4. Upon presentation of a dues check off authorization card signed by an individual Detective the Port Authority shall deduct from the compensation paid to the individual Detective such dues and assessments as may be so authorized. The amounts so deducted shall be remitted to the designated Association representative bi-weekly.

5. The Port Authority will provide the Association with a copy of the minutes of the meetings of the Board of Commissioners and Committees thereof adopted after the

execution of this Memorandum of Agreement and of all current and future PAIs, APs, PDIs, POIs, OPIs, HRPs, and LDDs affecting Port Authority Detectives, such as memoranda from Police Headquarters (formerly known as Police Division), Facility Police Commands or Consolidated Police Zone Command and with any Office Memoranda or similar directives affecting Detectives prepared for bulletin board posting or general dissemination to such Detectives. All such memoranda from a Facility Police Command or Consolidated Police Zone Command will also be provided to the Association's Executive Board members assigned, to said Facility Police Command or Commands, and if no Executive Board member is so assigned, the Memorandum will be provided to the facility delegate.

6. The Port Authority will provide quarterly to the designated Association representative by means of computer disk the dates of birth, current addresses, and the marital and parental status of Detectives who are members of the Association as such information is reflected in the Port Authority files.

7. The material specified in Paragraphs 5 and 6 shall be mailed to the designated Association representative and shall be provided at no cost to the Association. With the exception of office memoranda or similar directives from Police Headquarters, Facility Police Commands, or Consolidated Police Zone Commands, said materials shall be mailed Registered Mail or Certified Mail, Return Receipt Requested.

8. The President of the Association or his designated representative shall have exclusive visitation rights at Port Authority facilities for the purpose of administering this Memorandum of Agreement and for the purposes of recruiting Association membership and of explaining Association services and programs. Such activities shall be limited to reserve rooms, locker rooms and other facility areas reasonably designated by the Facility Commanding Officer or his designee and shall not interfere with facility operations.

II. PAST PRACTICES - PROTECTION OF EXISTING TERMS AND CONDITIONS OF EMPLOYMENT

1. Unless a contrary intent is specifically expressed in this Memorandum of Agreement, all practices, procedures and policies governing existing terms and conditions of employment of Detectives which are not specifically enumerated or set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of execution of this Memorandum of Agreement and, during the term of this Memorandum of Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, statute or otherwise and governing and existing term and condition of employment shall not be limited, restricted, impaired, removed or abolished unilaterally.

2. A charge or complaint that the Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term and condition of employment which is not specifically enumerated or set forth

in this Memorandum of Agreement shall not be subject to or processed through the grievance-arbitration procedures referred to in Section XXI of the Memorandum of Agreement.

3. Detective Safety. A Detective shall be assigned to work with another Detective at the immediate Detective Supervisor's direction.

4. Nothing herein shall be deemed or construed to waive any rights of the Association or of any Detective under any Port Authority Labor Relations Instruction in effect during the term of this Memorandum of Agreement.

III. SALARY RANGES

1. The salary ranges of individuals promoted to the rank of Detective (Job Specification 2601) before January 1, 1993, will be as shown on the schedule annexed hereto as Appendix "A(1)".

2. The salary ranges of individuals promoted to the rank of Detective (Job Specification 2601) on or after January 1, 1993, but before January 1, 1998, will be as shown on the schedule annexed hereto as Appendix "A(2)".

3. The salary ranges of individuals promoted to the rank of Detective (Job specification 2601) on or after January 1, 1998, will be as shown on the schedule annexed hereto as Appendix "A(3)".

4. The salary ranges of individuals promoted to the rank of Detective (Job Specification 2601) on or after the execution of the Memorandum of Agreement, will be as shown on the schedule annexed hereto as Appendix "A(4)".

5. In-grade salary increases shall be administered and processed in accordance with OPI 20-2X.05, dated September 9, 1973, entitled "Pay Plan C In-grade Salary Increases", annexed hereto as Document "Q"

6. Effective upon the execution of this Memorandum of Agreement, notwithstanding the language of OPI 20-2x.05, in-grade salary increases (steps) may only be withheld for an individual Detective during any period in which that Detective is suspended without pay or administratively suspended. In the event that the Detective is subsequently reinstated to full duty, the Detective's payment of full pay for the period of his suspension shall include payment for in-grade salary increases that were withheld during the period of his suspension.

IV. LONGEVITY ALLOWANCES

Longevity shall be as follows (see Appendices "A(1)", "A(2)", "A(3)" and "A(4)"):

a. Longevity shall be based upon the base salary of the Detective.

b. Commencing on January 21, 2003, longevity shall be:

1% after the completion of 1 year of service;

1.5% after the completion of 2 years of service;

2% after the completion of 3 years of service;

2.5% after the completion of 4 years of service;

3% after the completion of 5 years of service;

3.5 % after the completion of 6 years of service;

4% after the completion of 7 years of service;

4.5% after the completion of 8 years of service;

5% after the completion of 9 years of service;

5.5% after the completion of 10 years of service;

6% after the completion of 11 years of service;

6.5% after the completion of 12 years of service;

7% after the completion of 13 years of service;

7.5% after the completion of 14 years of service;

8% after the completion of 15 years of service;

8.5% after the completion of 16 years of service;

9% after the completion of 17 years of service;

9.5% after the completion of 18 years of service;

10% after the completion of 19 years of service;

10.5% after the completion of 20 years of service;

11% after the completion of 21 years of service;

11.5% after the completion of 22 years of service;

12% after the completion of 23 years of service;

12.5% after the completion of 24 years of service;

13% after the completion of 25 years of service;

13.5% after the completion of 26 years of service;

14% after the completion of 27 years of service;

14.5% after the completion of 28 years of service; and

15% after the completion of 29 years of service and thereafter.

2. Longevity allowances will be paid to a Detective at one of the rates specified in paragraph 1.b. effective in the bi-weekly pay period in which the individual Detective completes the stipulated number of years of police service.

3. As used in this Section, and only for the purpose of computing longevity allowances, the term "police service" shall include service performed as a Port Authority police cadet.

V. SHIFT DIFFERENTIALS

1. Each Detective working a tour of duty commencing on or after 2:00 p.m. and ending on or before 10:00 a.m., shall receive a shift differential premium of twelve and one-half percent (12 ½%) of his base hourly rate.

2. Except as provided by applicable law, no shift differential premium shall be paid for any overtime hours worked by a Detective, but such premium shall not be withheld by reason of hours worked for which other premiums are paid pursuant to this Memorandum of Agreement.

3. The shift differential paid for working a full tour of duty during the hours specified in Paragraph 1 hereof, shall be computed on the basis of eight hours multiplied by the shift differential hourly premium rate. If a Detective entitled to a shift differential works less than a full tour of duty, time worked shall be computed to the nearest hour for shift differential purposes. Shift differential payment shall be paid on a bi-weekly basis and shall be included in regular paychecks.

VI. PREPARATION TIME ALLOWANCE

1. During the term of this Memorandum of Agreement, each Detective, except as enumerated in Paragraph 3 below, will receive compensation at overtime rates for fifteen minutes of preparation time for each eight-hour tour of duty in which eight hours or more of actual time worked (exclusive of preparation time) is reflected on his daily time card as "Total Hours Worked". Such preparation time shall be overtime and payment for such time in the form of cash or banked compensatory time shall be in accordance with provisions of Section XIII of this Memorandum of Agreement.

2. All Detectives, except those Detectives who, in accordance with Paragraph 3 below, are not entitled to receive preparation time allowance, shall be required during the term of this Memorandum of Agreement to report to work at least fifteen minutes prior to the start of each eight-hour tour of duty to complete preparations in connection with the commencement of such tour. Such preparation time prior to the start of an eight-hour tour shall not be used for change of clothes or wash-ups.

3. A Detective who is assigned to a special detail, special assignment, task force or another law enforcement agency shall not be entitled to receive preparation time allowance for any work day he is provided a Port Authority or other governmental

agency vehicle for commutation to and from work and that Detective's residence. If the Port Authority makes use of the vehicle provided to a Detective and it is not available for the Detective to commute from work to his residence, he shall be provided with alternate transportation for that purpose in satisfaction of the above; and, in such case, the Port Authority shall provide him with alternate transportation to commute from his residence to work for his next tour of duty in satisfaction of the above in connection with that tour.

VII. UNIFORMS, UNIFORM ALLOWANCES AND UNIFORM CLEANING ALLOWANCES

1. On the first pay day in July of 2003, 2004, 2005, 2006, 2007, 2008 and 2009, respectively, the annual uniform allowance shall be 3% of the maximum base salary for a Detective as of January 21, 2003, January 21, 2004, January 21, 2005, January 21, 2006, January 21, 2007, January 21, 2008, and January 21, 2009, respectively, as shown on Appendices "A(1)", "A(2)", "A(3)" and "A(4)" and shall be payable to all eligible Detectives the first pay day in July, 2003, 2004, 2005, 2006, 2007, 2008, and 2009, respectively.

2. Effective January 21, 2003, the annual uniform allowance paid to Detectives pursuant to Paragraph 1 of this section shall supersede and be inclusive of the following allowance payments formerly received annually by Detectives: uniform, uniform cleaning, safety shoe, safety eye wear, and shooting award allowances.

3. The annual uniform allowance for the year 2010 will be renegotiated as part of the next successive Memorandum of Agreement.

4. Except as provided in paragraph 9, hereof, the provisions of PAI-20-4.01 annexed hereto entitled "Uniform Allowances" shall be applicable to Detectives.

5. Detectives shall be eligible for the full annual uniform allowance without regard to the Detective being on sick or injury-on-duty leave, administrative suspension or working in a restricted capacity of any kind. Payment of the allowance to any Detective who is suspended without pay shall be made only when the Detective is placed on administrative suspension or restored to full duty.

6. The Port Authority will continue to issue those items of uniform clothing and equipment currently issued as detailed in PDI 2-10, revised in February, 1973, and subsequently revised with the agreement of the Association as PDI 7-8, dated September, 1981, and further revised with the agreement of the Association dated November, 1983 in addition to the currently issued trousers, police fall jackets, winter overcoat (currently the Spiewak Winter Coat), nameplates and leather holder, Millennium gas mask and radio case. In the event a uniform or equipment item is substituted in lieu of the foregoing items it will be issued to Detectives at no expense.

7. In the event Detectives experiment with a prototype uniform clothing item which eventually becomes a formal part of the uniform, the Detective testing the new

prototype uniform clothing item would be required to purchase the new item but would be charged a prorated cost for the period of time the items were in test status.

8. The costs of uniform or equipment changes for Detectives shall be paid for by the Port Authority.

9. Detectives who retire after receiving a uniform allowance and/or uniform cleaning allowance will not be required to make any repayment to the Port Authority.

10. Upon production by a Detective of an item of uniform damaged beyond normal wear and tear in the line of duty without fault or negligence of the Detective, the Port Authority shall reimburse such Detective for the cost of replacement of such item prorated from the time of purchase by such Detective against the useful life of the item. In addition, upon production by a Detective of personal items or proof of loss thereof, which may be by affidavit, consisting exclusively of shoes, eyewear, watches, or insulated garments damaged beyond reasonable wear and tear or lost in the line of duty without fault or negligence on the part of the Detective, the Port Authority shall reimburse such Detective for the reasonable cost of replacement or repair of such item up to a maximum of $100.00 per item.

11. During the term of this Memorandum of Agreement, any new piece of equipment not heretofore issued to Police Officers at the time they are hired which the Port Authority authorizes to be issued to newly hired Police Officers, will also be issued to all Detectives at no cost to them. In addition, the Port Authority will pay the full cost of alterations to a Detective's uniform necessitated by any such new piece of equipment, or, where alterations are not practicable, the Port Authority will issue uniform clothing items at no cost to the Detective.

12. The Port Authority Police Uniform Committee shall consist of the designee of the Superintendent of Police, who shall be Chairman, the Planning and Research Lieutenant, and one member each from the Association, the Port Authority Sergeants Benevolent Association, the Port Authority Police Lieutenants Benevolent Association, and three members from Port Authority Police Benevolent Association, Inc., who shall be designated by the respective Association Presidents, and other members designated from time to time by the Superintendent of Police.

13. The Uniform Committee will maintain a continuous program of research into all aspects of police uniforms. The Committee will make recommendations to the Superintendent of Police on:

a. Uniform standards and specifications;

b. Adoption of new items of uniforms; and

c. Maintenance of uniforms.

14. The Port Authority Police Equipment Standards Committee shall consist of the designee of the Superintendent of Police, who shall be Chairman, the Planning and Research Lieutenant, one member each from the Association, the Port Authority Police Sergeants Benevolent Association, the Port Authority Police Lieutenants Benevolent Association, and three members from the Port Authority Police Benevolent Association, Inc., who shall be designated by the respective Association Presidents.

15. The Police Equipment Standards Committee will hold meetings as needed and will maintain a continuous program of research into all aspects of police equipment, including police lounge, kitchen and locker equipment. The Committee will make recommendations for implementation by the Superintendent of Police on:

a. Equipment standards and specifications;

b. Adoption of new items of equipment; and

c. Maintenance of equipment.

16. The August 30, 1979 Port Authority Memorandum from Superintendent of Police Walter R. Lee to all members of the Force, Subject: Port Authority Police Protective Vest Program, shall be deemed included in this Memorandum of Agreement and shall be implemented. In addition, the Port Authority will distribute approximately thirty extra protective vests, at least one at each facility, for use by members of the Police Force on occasions when their own vests are not available. After each use by an individual Detective, the Port Authority is responsible for cleaning such extra vest.

17. Protective vests issued to Detectives by the Port Authority shall be inspected by an independent outside testing agency chosen by the Port Authority. Such inspections shall be made at time intervals, which are consistent with the recommendation of the manufacturer of the vests. If such inspection establishes that a vest should be replaced or if the federal or state government recommends replacement of such vests, it shall be replaced at the sole expense of the Port Authority.

18. Detectives shall not be required to wear a police uniform. However, should a Detective accept a promotion into a position requiring a police uniform, it will be the Detective's responsibility to have the required uniform items.

VIII. LIFE INSURANCE

1. During the term of this Memorandum of Agreement, the Port Authority will provide Group Life Insurance for active Detectives identical to the insurance provided by Prudential Insurance Company of America, Inc. group term life insurance policy No. G-10493 in effect as of July 4, 1981. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay the full premium costs of the Port Authority Group Life Insurance coverage for each active Detective in an amount of coverage equal to three times the Detective's base annual salary.

2. The term "premium costs" as used in the first paragraph of this Section shall mean premium costs established by the insurer, including any increase in such costs, in effect during the term of this Memorandum of Agreement. The term "base annual salary" as used in this Section shall mean the base annual salary of a Detective during the term of this Memorandum of Agreement as set forth in Appendices "A(1)", "A(2)", "A(3)" or "A(4)", annexed hereto, adjusted to the next highest multiple of $1,000.00 With each change in base annual salary for a Detective under the group policy, his Group Life Insurance coverage will be appropriately adjusted.

3. Each Detective shall have the option upon retirement to continue coverage under the Port Authority Extended Group Life Insurance plan up to the amount of such coverage applicable to him at the time of retirement. Any Detective exercising the option to continue such coverage shall pay for such coverage at the rate or rates applicable to Port Authority managerial and professional employees as shall from time to time be in effect during the period of his retirement (see final order of IP 03-10). The insurance applicable to such Detective after retirement shall continue without change until such Detective reaches the age of 65; thereafter, such insurance coverage shall be reduced in the amount of ten percent (10%) of initial retirement coverage per year until upon reaching the age of 71, such Detective shall retain Port Authority Group Life Insurance coverage in an amount equal to one-third (1/3) of the amount of his coverage at the time of his retirement.

4. A copy of the Port Authority Group Life Insurance policy and riders, if any, covering Detectives, including the number thereof, and the premium costs per month to the Port Authority of such insurance, shall be made available to the designated Association representative when such policy, riders, and premium costs have been finally formulated. Booklets describing such insurance shall be provided by the Port Authority to all Detectives within sixty days from the date of execution of this Memorandum of Agreement.

IX. HEALTH INSURANCE

1.a. Prior to the execution of this Memorandum of Agreement, The Port Authority provided Group Health Insurance (i.e., hospitalization, surgical/medical and major medical benefits) for each active Detective whose employment as a Police Officer (Job Specification 2600) commenced before July 1, 1999, including sponsored child coverage, identical to the Group Health Insurance provided by Blue Cross and Blue Shield of Greater New York group contract No. GC-1743 in effect as of July 26, 1987 and Prudential Insurance Company of America, Inc. group policy No. G-14910 in effect for managerial employees as of July 26, 1987. The Port Authority paid for each enrolled active member the full premium costs of this insurance.

1.b. Effective July 1, 1999, all Detectives whose employment as a Police Officer (Job Specification 2600) commenced before July 1, 1999 were granted an option between continuing in the group health insurance provided under Paragraph 1.a or enrolling in a Preferred Provider Organization ("PPO") plan provided by United Healthcare, Group #197512, in effect for managerial employees as of September 1, 1998. For Detectives

enrolled in the United Healthcare ("PPO") Plan, the benefits coverage provided by the United Healthcare ("PPO") Plan shall be no less than the group health plan benefits coverage provided in Paragraph 1.a. described above. The Port Authority will pay for each enrolled active member the full premium costs of such alternate program.

1.c. Detectives whose employment as a Police Officer (Job Specification 2600) commenced on or after July 1, 1999 shall not be eligible for nor covered by the group health plan provided pursuant to Paragraph 1a. The Port Authority shall provide to Detectives whose employment as a Police Officer (Job Specification 2600) commenced on or after July 1, 1999 health benefits under the Preferred Provider Organization ("PPO") plan provided by United Healthcare Group #197512, in effect for managerial employees as of September 1, 1998. For Detectives enrolled in the United Healthcare ("PPO") Plan, the benefits coverage provided by United Healthcare ("PPO") Plan shall be no less than the group health plan benefits coverage provided in Paragraph 1.a. described above. The Port Authority will pay for each enrolled active member the full premium costs of this insurance.

1.d. Effective with the execution of this Memorandum of Agreement, the Port Authority shall provide Group Health Insurance (i.e. hospitalization, surgical/medical and major medical benefits) for each active Detective, including sponsored child coverage, under the Preferred Provider Organization ("PPO") Plan provided by United Healthcare, Group #197512, in effect for managerial employee as of September 1, 1998. Detectives enrolled in the United Healthcare PPO Plan shall enjoy benefits coverage no less than the group health plan benefits heretofore applicable to Detectives under Paragraphs 1.a., 1.b., and 1.c. described above. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided to active Detectives pursuant to paragraphs 1.a., 1.b., and 1.c., herein. The Port Authority will pay for each enrolled active member the full premium costs of such insurance.

2. The Port Authority shall provide each active Detective with the Prescription Drug Plan (National Prescription Administrators- Port Authority Sponsor No. 1395 now being administered by Express Scripts Sponsor No. 1395) provided by the Port Authority to managerial employees as of May 7, 1998 and such plan shall be the sole and exclusive prescription drug benefit provided to active Detectives. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided above. The Port Authority will pay for each enrolled active member the full premium costs of such plan.

3. The Port Authority shall provide each active Detective with the Vision Care Plan (National Vision Administrator - Port Authority Sponsor NO. 1007) provided to the Port Authority managerial employees as of December 1, 1999 and such plan shall be the sole and exclusive vision care benefit provided to active Detectives. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay for each enrolled active member the full premium costs of such plan.

4. The term "premium costs" as used in the first, second and third paragraphs of this Section shall mean premium costs established by the provider, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

5. During the term of this Memorandum of Agreement, the Port Authority will continue to pay the full cost of providing Port Authority Group Health Insurance for retired Detectives who at the time of their retirement were members of the Port Authority Group Health Insurance program and, for Detectives who retire on or after July 2, 1998 the Port Authority will also pay for the full cost of providing the prescription drug plan enumerated in Paragraph 2 of this Section. For Detectives who retire on or after December 1, 1999 The Port Authority will also pay for the full cost of providing the Vision Care Benefit enumerated in Paragraph 3 of this section. The benefits available to any such retired Detective shall be those applicable to him at the time of his retirement.

6. A copy of any insurance contract(s), insurance policy(ies), prescription plan(s), vision plan(s) and riders, if any, covering Detectives, including the policy number thereof, and the premium costs per month to the Port Authority of such insurance policy(ies) or plan(s), shall be made available to the designated Association representative when such insurance policy(ies), plan(s), riders and premium costs have been finally formulated. Booklets describing such insurance shall be provided by the Port Authority to all Detectives within sixty days from the date of execution of this Memorandum of Agreement.

X. DENTAL INSURANCE

1.a. The Port Authority shall provide Group Dental Insurance to active Detectives whose employment as a Police Officer (Job Specification 2600) commenced prior to May 1, 2004, identical to the Group Dental Insurance provided by Prudential Insurance Company of America Inc. group contract No. GH-14910 in effect for managerial employees as of January 1, 1985 as modified by the letter agreement dated March 8, 2002, annexed hereto as Appendix "N", or the Group Dental Benefits identical to those previously provided by the Prudential Insurance Company of America, Inc., group contract No. GH-14910, now being provided by Metropolitan Life Insurance Company (MetLife) Group Number 302043 in effect for Detectives as of October 1, 2003. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay for each active enrolled Detective the full premium costs of such insurance. .

1.b. The Port Authority shall provide Group Dental Insurance to active Detectives, whose employment as a Police Officer (Job Specification 2600) commenced on or after May 1, 2004, identical to the Group Dental Insurance provided by Prudential Insurance Company of America, Inc. group contract No. GH-14910 in effect for managerial employees as of January 1, 1985, as modified by the letter agreement of March 8, 2002, annexed hereto as Appendix "N", or the Group Dental Benefits identical to those previously provided by the

Prudential Insurance Company of America, Inc. group contract No. GH-14910, now being provided by Metropolitan Life Insurance Company (Met Life) Group Number 302043 in effect for Detectives as of October 1, 2003, except that the annual maximum benefit per covered person for Restorative Services shall be limited to $2,000.00. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay for each active enrolled Detective the full premium costs of such insurance.

1.c. As an alternative to the Port Authority Group Dental Insurance, Detectives currently enrolled in the Dent-Care Plan will be permitted to continue in that Dent-Care Plan on the same terms and on the same basis as managerial employees with benefits no less than that provided to managerial employees. The Port Authority will pay for each active enrolled Detective the full premium costs of such insurance. The Port Authority will permit Detectives enrolled in the Dent-Care Plan to change to coverage under the Group Dental Insurance identified in Paragraph 1.a. or 1.b. of this Section on written request from the Detective at any time. Detectives changing from the Dent-Care Plan to Group Dental coverage under Paragraphs 1.a. or 1.b. of this Section shall not be permitted to return to the Dent-Care Plan.

1.d. In the event The Port Authority improves the Group Dental Insurance benefits provided under Paragraphs 1.a., 1.b. or 1.c. herein for managerial employees during the term of this Memorandum of Agreement, said improvements will be provided to the Association on not less than the most favorable terms provided to managerial (Service "B") employees.

2. As used in Paragraphs 1.a., 1.b. and 1.c. of this Section, the term "premium costs" shall mean premium costs established by the provider, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

3. During the term of this Memorandum of Agreement, Detectives shall be permitted to carry the Group Dental Insurance or the Dent-Care Plan set forth in Paragraphs 1.a., 1.b. and 1.c., hereof, as the case may be, into retirement, with the retirees paying the cost of the Dent-Care Plan.

4. In the event a Detective has opted to carry the Group Dental Insurance into retirement, the Port Authority will pay the costs thereof and the benefits available to any such retired Detective shall be those applicable to him at the time of his retirement. If the Port Authority, in its sole discretion, chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided under the above plan(s) in effect as of the date of execution of this Memorandum of Agreement. If the Port Authority does choose to change providers for the above insurance plan(s), then the Port Authority will continue to pay the entire cost of such plan or plans throughout the Detective's retirement and the benefits available to any such retired Detective shall be those applicable to him at the time of his retirement.

5. A copy of the Port Authority Group Dental Insurance policy and riders, if any, and the Dent-Care Plan contract covering Port Authority Detectives, including the number thereof, and the premium costs per month to the Port Authority of such insurance or Dent-Care Plan, shall be made available to the designated Association representative when such policy, riders, or contract, and premium costs have been finally formulated. Printed matter describing benefits shall continue to be provided during the annual open enrollment periods and shall describe any plan changes.

XI. FUNERAL EXPENSES AND FAMILY BENEFITS

1. In the event a Detective dies because of an injury received in the line of duty during the actual performance of police service relating to the alleged or actual commission of an unlawful act, or directly resulting from a characteristic hazard of his police duties, as determined by the New York State and Local Police and Fire Retirement System, a payment of $10,000.00 shall be made as a result of such death. The Port Authority shall make such payment to the beneficiary designated by the deceased Detective to receive his New York State and local Police and Fire Retirement System ordinary death benefit, or, if no beneficiary has been so designated, to the beneficiary designated by such Detective to receive his Port Authority Group Life Insurance benefit, or, if no beneficiary has been so designated, to the estate of the deceased.

2. The surviving spouse and eligible dependents, including children, of any Detective killed in the line of duty shall be covered under the Port Authority's Group Health Insurance Plans, Group Dental Insurance Plans, Prescription Plans and Vision Plans applicable to such Detective at the time of his death at the Port Authority's expense until the surviving spouse's death or remarriage.

3 In the event of the repeal of the federal Public Safety Officers' Death Benefits Act (42 U.S.C. §3796) or in the event funds are not available in the event of non-appropriation or otherwise to pay the death benefit provided for therein, the Port Authority will provide an additional payment of $50,000.00 under the terms of paragraph 1, above, of this Section. The payment referred to in the immediately preceding sentence shall be the amount granted as a death benefit in 42 U.S.C. §3796, as adjusted over time pursuant to 42 U.S.C. §3796, immediately prior to its, repeal or the non-appropriation of funds.

XII. WORK CHARTS; TOURS OF DUTY; REGULAR DAYS OFF

1. Each Detective shall be assigned to a work chart which shall provide for a minimum of 121 and a maximum of 123 regular days off (RDO's) per calendar year.

2. The work charts referred to in Paragraph 1 of this Section have been negotiated with the Association and are annexed hereto as Document "N". * Deviations from work charts shall not be permitted without the prior approval of the Association President.**

* Vacation relief work charts have not been negotiated with the Association and are not annexed hereto but, if the Port Authority elects to have such charts, their development and the Association President's approval of such charts shall be in accordance with the provisions of Appendix "K" annexed hereto.

** But see Appendix "K" for vacation relief work charts only.

3. The work charts referred to in Paragraphs 1 and 2 of this Section shall be posted at each Facility Police Command on or before December 1 of each year.*** The posted work charts for each Facility Police Command will be provided to the Association by certified mail, return receipt requested on or before December 15 of that year.

*** But see Appendix "K" for vacation relief work charts only.

4. At the end of any calendar year in which a Detective has received fewer than 121 regular days off, the number of regular days off received by such Detective shall be subtracted from 121 and with respect to any resulting day or days he shall receive an additional 12 hours compensatory time or cash payment, at overtime rates, to the extent he has not already received compensatory time or overtime payment with respect to such day or days.

5. The standards established in this Section XII for work charts shall not preclude any Detective from being required to work, for such reasons as overtime requirements on any day scheduled in his chart as a regular day off.

6. Personnel may be added to, reduced from or reassigned to any work charts, in accordance with operational requirements, thereby permitting a possible reduction in or additions to the manning levels of squads and positions set forth in said negotiated work charts.

7. The selection process and assignment of Detectives to squads and positions in the work charts shall be as set forth herein:

a. Detective Commanding Officers shall make appropriate squad or position assignments in the work charts in accordance with the Detective's request subject to the following (i) The Detective's seniority shall apply for the selection of squad or position assignments other than existing special details; (ii) For special details and preferred assignments the Detective with the greatest Detective seniority shall be assigned the selection of his choice, except upon a showing of demonstrable cause, and so on until the list is exhausted; (iii) Thereafter, any vacancies in either a squad or position or special detail or

preferred assignment shall be filled by the assignment of the junior Detective.

b. Seniority shall be defined in accordance with PDI 2-1, dated September, 1981, as revised with the agreement of the Association as PDI 2-IB. dated July 3, 1983, and revised further with the agreement of the Association on December, 1992, and further revised with the agreement of the Association as P.O.I. 2-IB, dated June, 1998, annexed hereto as Document "B".

8. Upon their election or appointment to a vacant office, the Association First Vice-President, Second Vice-President, Treasurer, Recording Secretary, Sergeant of Arms and Trustee, if they elect such work chart assignment at that time, will be assigned to an administrative work chart on a tour of the individual Association Officer's choice. The administrative work charts for these Association Officers will be considered Association work charts and will be separate from the Facility Police Commands administrative work charts. Work chart selection by the Association First Vice-President, second Vice-President, Treasurer, Recording Secretary, Sergeant of Arms and Trustee of the Association upon completion of their respective terms of office shall be in accordance with Limited Distribution Directive 2-05.

XIII. OVERTIME; COMPENSATORY TIME

1. Overtime shall be earned and paid to a Detective unless applied to compensatory time purposes as set forth below, at the rate of one and one-half (1-1/2) times the amount computed by dividing by eighty (80) the total of the base bi-weekly salary and the base bi-weekly longevity payable to such Detective as set forth in the schedules annexed hereto as Appendices "A(1)", "A(2)", "A(3)" or "A(4)", respectively.

2. Overtime worked shall be applied first to the reduction of any negative compensatory time balance on an hour-for-hour basis, and then to replenish any compensatory time bank up to the hourly maximum designated in accordance with paragraph 6 hereof.

3. Overtime not applied to compensatory time purposes shall be paid in cash at overtime rates to a Detective whose eight-hour tour of duty is extended (exclusive of preparation time) either prior to or after any eight-hour tour of duty for all additional time worked by reason of such extension and shall be computed in quarter-hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. Compensation or compensatory time credit at overtime rates shall not be provided if, after an early call-in prior to his scheduled eight-hour tour of duty, a Detective is afforded and accepts the option to terminate his tour of duty after eight hours worked (exclusive of preparation time). However, the Detective shall have the option to continue to work to complete the entire extended tour of duty and receive overtime payment in accordance with this Section.

4. Overtime not applied to compensatory time purposes shall be paid in cash at overtime rates when a Detective is required to work on a scheduled day off which is not rescheduled at the request of the Detective or by reason of promotion, reassignment or mandatory attendance at training programs. If such a Detective works a full tour of duty on such regularly scheduled day off, he shall receive payment for such time at overtime rates for eight hours work (exclusive of preparation time). If such a Detective works more or less than a full tour of duty on such regularly scheduled day off, he shall receive payment at overtime rates for all time worked from the actual commencement of his tour of duty (exclusive of any preparation time), computed in quarter-hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. In addition to the above payments, the Detective shall receive an additional hour's pay at his appropriate hourly base pay for up to eight hours actually worked on a regularly scheduled day off which is either an official police holiday pursuant to Section XV of this Memorandum of Agreement, or Christmas Eve or New Year's Eve.

5. A Detective required to work on a scheduled day off which is not rescheduled at the request of the Detective or by reason of promotion, reassignment or mandatory attendance at training programs, or who is called into work between regularly scheduled tours, will be guaranteed four hours work at overtime rates. This guarantee shall not apply to the extension of a scheduled tour of duty either prior to its scheduled commencement or after its scheduled termination. Any such extension shall be considered overtime and be paid at overtime rates as set forth in Paragraph 1 hereof.

6. Each Detective shall be afforded the option, subject to the provisions of this Paragraph and Paragraph 2 hereof, to accumulate up to four hundred fifty (450) hours in a compensatory time bank in lieu of receiving overtime pay. Each Detective exercising this option may, but only in the even numbered pay periods of each year, designate or redesignate a maximum number of hours (not to exceed 450 such hours) to be included in his compensatory time bank. Compensatory time not applied to reduce negative compensatory time balances shall accrue at the rate of one and one-half (1-1/2) hours for each one hour of overtime worked. No compensatory time shall accrue after the designated maximum hourly limitation is reached, and any subsequent overtime shall be paid in cash. If by reason of a redesignation of maximum hours to be banked, the number of hours in a Detective's compensatory time bank exceeds the new hourly maximum; the Detective shall receive payment in cash at straight time rates for all hours in excess of the new maximum. Accumulated compensatory time may be taken off in accordance with policies established in Appendix "B" annexed hereto. If for any reason pursuant to Law compensatory time cannot be continued, or upon retirement or other separation, all hours accrued in a Detective's compensatory bank shall be paid at straight time rates.

7. Except for preparation time allowance if the Detective is otherwise entitled thereto pursuant to Section VI of this Memorandum of Agreement, no payment at overtime rates shall be made by reason of the mutual exchange of regular days off between Detectives unless overtime is worked in connection therewith. All such mutual exchanges

shall be subject to the advance approval of the Detective Commanding Officer or his designee and shall not be unreasonably denied.

8. Once a mutual exchange is approved, it shall be treated as a change in schedule and considered as part of his regular work schedule.

9. Detectives who work an additional hour on a tour of duty due to the annual change from daylight savings time to standard time will be compensated for such additional hour at overtime rates. Detectives who work an hour less on a tour of duty due to the annual change from standard time to daylight savings time will have the option to leave at the conclusion of the abbreviated tour and be charged one hour compensatory time, or, remain and work a full eight hours and, in either event, will receive preparation time allowance notwithstanding, provided the Detective is otherwise entitled thereto pursuant to Section VI of this Memorandum of Agreement.

10. A Detective assigned to report to a non-Port Authority location or a Facility Command other than his assigned Facility Command for Port Authority medical examinations and/or training will be compensated at his base daily rate or overtime rate where applicable, plus mileage reimbursement for travel expense between such non-Port Authority location or a Facility Command and his assigned Facility Command in accordance with the allowances set forth in Section XLV of this Memorandum of Agreement.

11. Effective August 23, 2004, the maximum hours provisions of the Fair Labor Standards Act (FLSA) became applicable to Detectives as set forth in the correspondence dated March 15, 2005 from Rosetta Jannotto and annexed hereto. The parties agree to meet and negotiate over all mandatory subjects of bargaining arising out of the applicability of the FLSA to the members of the Detectives Endowment Association.

12. Overtime payments shall be made only in circumstances where overtime work is incurred in accordance with existing Public Safety Department policy or procedures or where such work is required by authorized Public Safety Department personnel.

13. Any Detective may be ordered to work overtime under any of the following circumstances: a) failure of essential equipment or systems where there is urgency to restore essential services or systems; or b) conditions resulting from accidents, floods, fires, natural disasters, or other similar emergencies; or c) public functions, VIP arrivals and departures, strikes, picketing or other unusual events; or d) occasions when crowds may gather; or e) threatened or actual adverse weather conditions; or f) any other situation which in the judgment of the authorized person ordering overtime may affect public safety or may endanger persons or property, subject to subsequent review by the Superintendent of Police; or (g) participation in annual medical examinations or mandatory training programs; or (h) notwithstanding any of the circumstances enumerated in (a) through (g) above, the

Superintendent of Police shall have the right to order Detectives to work overtime in establishing minimum staffing and/or manning levels of the Department; or i) notwithstanding any of the circumstances enumerated in (a) through (h) above, the Superintendent of Police shall have the right to order Detectives to work overtime because of their special training or other skills; or (j) on a hold over or early call in basis for that Detective' s appearance in court; or (k) overtime ordered pursuant to Document "P".

14. Prior to the execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Document "P" annexed to the July 21, 1991 - January 20, 2003 Memorandum of Agreement between the Port Authority and the Association. Effective upon the execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Document "P", annexed hereto.

XIV. CHANGE IN TOURS OF DUTY AND CHANGE IN FACILITY ASSIGNMENTS

1. During the term of this Memorandum of Agreement:

a. Regularly scheduled tours of duty as set forth on the work charts described in Section XII of this Memorandum of Agreement shall provide for no less than 13 hours of time off between regularly scheduled consecutive tours of duty (exclusive of preparation time).

b. The starting and ending hours for all regularly scheduled tours of duty described in Paragraph 1a of this Section shall be as follows:

(i) Day Tours Starting Time - 6 AM, 7 AM and 8 AM

(ii) Day Tours Ending Time - 2 PM, 3 PM and 4 PM

(iii) Afternoon Tours Starting Time - 2 PM and 3 PM

(iv) Afternoon Tours Ending Time - 10 PM and 11 PM

(v) Night Tours Starting Time - 10 PM and 11 PM

(vi) Night Tours Ending Time - 6 AM and 7 AM

c. Roll calls for each calendar year beginning January 1 will be posted by the Detective Commanding Officer on or before the previous December 1 of each year, and will fix the actual time of each tour of duty for each post or position. The Port Authority may alter the starting time for any tour of duty of any Detective to any starting time provided for that tour in paragraph 1.b. of this Section. Notice of an alteration shall be given to the Detective by the end of his immediately preceding tour of duty, except that when a Detective has one or more days off (e.g., RDO, vacation, compensatory time, sick leave, absence due to injury incurred in the line of duty, personal leave) the Detective shall telephone toll free the CIB Headquarters or the Central Police Desk on the calendar day immediately preceding the day he is to return to work to be advised as to whether the starting time of his next day's regularly scheduled tour of duty will be altered.

d. A Detective's regularly scheduled tour of duty shall not be altered except under the following conditions:

(i) A Detective who has failed to qualify with his service weapon shall not be entitled to the payment set forth in Paragraph v. herein, when subsequently assigned to qualify with his service weapon on a tour of duty other than his regularly scheduled tour of duty.

(ii) Ten calendar days notification of a proposed change in the Detective's regularly scheduled tour of duty is given the Detective for the purpose of his promotion, his permanent transfer or reassignment, and five calendar days notification of a proposed change in the Detective's regularly scheduled tour of duty is given the Detective for purpose of his appearance in a criminal or civil court or other similar judicial or administrative proceedings, or his participation in a Port Authority training program.

(iii) When the change of the Detective's regularly scheduled tour of duty is due to failure of essential equipment or systems where there is an urgency to restore essential services, conditions resulting from serious accidents affecting facility operations, floods, fires, disasters or other similar emergencies, VIP arrivals or departures, strikes, picketing, riots, demonstrations, civil disorders, special events that are not a result of normal roll call deficiencies, or other occasions when crowds may gather that are not as a result of normal operations or occurrences and threatened or actual weather conditions which could adversely affect facility operations.

(iv) When a Detective is absent on sick leave or absent due to injury in the line of duty, then his regularly scheduled tours of duty shall be as follows: his regularly scheduled tour of duty on the first day of such absence shall remain the same; each of his subsequent regularly scheduled tours of duty during the period of such absence which are not day tours shall be deemed changed to day tours (which for purposes of this provision start at 8 a.m. and end at 4 p.m.); he shall return to duty on his regularly scheduled tour of duty on the day he is fit to return to duty. On the day the Detective is cleared for duty by the Office of Medical Services his day tour shall be deemed to start at 8 a.m. and end at 4 p.m., except, however, the ending time for that day tour shall be modified where necessary to provide for eight hours of time off prior to his next regularly scheduled tour of duty. There shall be the payment of preparation time allowance for the day the Detective is cleared for duty for each occasion of absence hereunder notwithstanding the shortening of the Detective's tour for the purpose of providing eight hours of time off prior to his next regularly scheduled tour of duty provided the Detective is otherwise entitled to receive preparation time allowance pursuant to Section VI of this Memorandum of Agreement. There shall be no change in the Detective's regularly scheduled days off.

(v) A Detective who is assigned to jury duty which is of four or more consecutive days duration or a Detective who is assigned to a training program which is of four or more consecutive days duration shall be placed in a day tour, M-F (SS RDO) work schedule for the entirety of the assignment. If, as a result of that training program assignment or jury duty, any of the Detective's regularly scheduled days off within the period of that assignment are eliminated, an equal number of days off in place thereof will be scheduled, mutually acceptable to the Detective and his Commanding Officer, either for the same pay period(s) in which the training program assignment or jury duty takes place or, if that is not practicable, in the pay period immediately succeeding the conclusion of the training program assignment or jury duty.

(vi) Except as permitted by Section XIV Paragraph 1.d. (i), (ii), (iii) and (iv) or by Section XVII Paragraphs 8 and 9 or Section XXXV Paragraph 3 of this Memorandum of Agreement, or as provided below, any alteration of a Detective's regularly scheduled tour of duty as set forth in Paragraph 1b of this Section shall result in payment to the Detective of 4 hours of pay at his straight time rate in addition to his regular pay for the full tour.

e. A Detective who reports for an eight-hour tour of duty altered outside the normal starting and ending times for his regularly scheduled eight-hour tour shall not, after he reports for duty, have his tour re-altered to avoid payment of all or any part of a premium payment to which he is otherwise entitled.

f. Any Detective whose regularly scheduled tour of duty is changed for the purpose of his appearance in court, during the time he is not required to be in court, may be assigned to perform Detective duties which he would otherwise be permitted to perform consistent with other Sections of this Memorandum of Agreement.

2. The Port Authority will provide sleeping accommodations (at a predesignated motel or hotel selected by the Facility Police Commanding Officer) for Detectives whose off-duty time between the end of a work period and the start of the next work period is eight hours or less, except when the Detective's off duty time between work periods is eight hours or less as a result of a mutual exchange. In addition, the starting time of the second work period shall not be changed within the scheduled starting times permitted by Paragraph Ib of this Section to relieve the Port Authority of its obligation to provide sleeping accommodations as provided in this Paragraph 2. A change in the scheduled starting time of the second work period shall occur whenever the second work period commences at any time other than as it appeared on the roll call at the start of the Detective's last tour of duty, or, if the starting time of the second work period is not established prior to the last tour of duty, it differs from the starting time of the initial work period.

3. In the event a Detective works from twelve (12) hours to sixteen (16) hours of consecutive overtime, compensatory time and excused time shall be as set forth in Appendix "C".

4. The Port Authority shall not assign any Detective to work on a regularly scheduled tour of duty at a Facility Police Command other than his permanently assigned Facility Police Command or a Facility Police Command within his Consolidated Police Zone except for those conditions set forth below.

a. A Detective's permanently assigned Facility Police Command may be changed for the purposes of his promotion, his permanent transfer or permanent reassignment, or his participation in a Port Authority training program. Such change shall be effective ten calendar days after notification thereof, or five calendar days after notification of participation in a Port Authority training program, is given to the Detective in the event the training program notification is cancelled, the Detective shall remain at his permanently assigned Facility Police Command.

b. A Detective may be assigned without advance notice to another Facility Police Command to work a regularly scheduled tour of duty when the assignment is required for his appearance in a criminal or civil court or other similar judicial or administrative proceedings, or due to failure of essential equipment or systems where there is an urgency to restore essential services, conditions resulting from serious accidents affecting facility operations, floods, fires, disasters, or other similar emergencies, VIP arrivals or departures, strikes, picketing, riots, demonstration, civil disorders, or other occasions when crowds may gather that are not as a result of normal operations or occurrences and threatened or actual weather conditions which could adversely affect facility operations.

c. The practice of Detectives reporting for interviews, medicals, testing and administrative meetings shall remain in effect. Mileage or carfare payments, where applicable, shall be made consistent with Section XLV of this Memorandum of Agreement.

d. A Detective who is assigned to any of the Special Detail or Interagency Task Force assignments enumerated under Paragraph 1.D. of Section LIV of this Memorandum of Agreement, may be assigned to any location outside his permanently assigned Facility Police Command to perform work associated with his Special Detail or Interagency Task Force assignment.

e. A Detective may be assigned to a Facility Police Command other than his permanently assigned Facility Police Command pursuant to Section XVII Paragraphs 8 and 9 of this Memorandum of Agreement.

f. A Detective who is assigned to the JFKIA Intelligence Unit, JFKIA Computer Ticket Fraud Unit, JFKIA Cargo Crime Prevention Unit, or the JFKIA Auto Squad Special Detail may be assigned to perform other Detective work within or arising out of the JFK International/LaGuardia Airport Consolidated Police Zone.

g. A Detective who is assigned to the 11x7 NY position may be assigned to any of the following Facility Police Commands and/or facilities: JFK, LAG, PABT, WTC, BP, Queens West, One Madison Avenue, 225 and 233 Park Avenue, Yonkers Industrial Park, Bathgate

Industrial Park, Brooklyn Piers or to any location in connection with any matter arising out of any such Facility Police Command and/or location.

h. A Detective who is assigned to the llx7 NJ position may be assigned to any of the following Facility Police Commands and/or facilities: NLIA/Teterboro, HT, LT, GWB, SIB/TELEPORT, PATH, PN/PE, Jersey City Auto Marine Terminal, Essex County Resource Recovery Center, Howland Hook, Port Ivory or to any location in connection with any matter arising out of any such Facility Police Command and or/location.

i. In addition to the above, a Detective may be assigned to a Facility Police Command other than his permanently assigned Facility Police Command to work a regularly scheduled tour of duty after first reporting to his permanently assigned Facility Police Command to sign on duty. A Detective so assigned shall return to his permanently assigned Facility Police Command at the end of his regularly scheduled tour of duty to sign off duty and shall be provided with a Port Authority police vehicle to use for the purposes of traveling to the assigned Facility Police Command and returning to his permanently assigned Facility Police Command. No Detective shall be ordered and/or instructed, and/or requested to use his personal vehicle for such transportation. If such assignment is to a Facility Police Command outside the Consolidated Police Zone of his permanently assigned Facility Police Command, the Detective will be eligible for the payment provided for in paragraph 5 of this Section, subject to the conditions set forth therein.

5. Except as permitted by Paragraph 4 of this Section, any assignment of a Detective to work during his regularly scheduled tour of duty at other than a Facility Police Command within the Consolidated Police Zone of his permanently assigned Facility Police Command to perform the work of a Facility Police Command which is not within the Consolidated Police Zone of his permanently assigned Facility Police Command shall result in payment to the Detective of four (4) hours of pay at his straight time rate in addition to his regular pay for the full tour.

No payment shall be made pursuant to this Paragraph 5 to a Detective:

(i) for the performance of work on any tour of duty for which he is compensated at overtime rates, unless the Detective during the overtime assignment is reassigned to a Facility Police Command outside the Consolidated Police Zone of the Facility Police Command to which he was initially assigned to work overtime on that tour of duty and the reassignment is to perform the work of that Out-of-Zone Facility Police Command and is not made for a condition set forth in Paragraph 4 of this Section;

(ii) for the performance of work associated with his permanently assigned Facility Police Command or with a Facility Police Command within the Consolidated Police Zone of his permanently assigned Facility Police Command, regardless of where such work is performed;

(iii) for the performance of any work at his permanently assigned Facility Police Command, except that a Detective assigned to either the Personnel and Property Security Investigations Special Detail or the Major Case Special Detail who is assigned to perform the investigative work of the other such Detail is entitled to the payment provided for under this Paragraph 5 for the performance of that work irrespective of where that work is performed;

(iv) who participated in an investigation while working at a Facility Police Command outside his permanently assigned Facility Police Command's Consolidated Police Zone, for his subsequent participation in that investigation provided that with respect to that subsequent participation he is not required to physically respond to a location outside his permanently assigned Facility Police Command's Consolidated Police Zone except to attend a meeting at the request of the prosecutor at a location other than the Facility Police Command at which the investigated case arose or to appear in court in connection with the prosecution of the investigated case; or

(v) for providing information or assistance to Detectives assigned to a Facility Police Command outside his permanently assigned Facility Police Command's Consolidated Police Zone in connection with their investigation of a matter arising at their Facility Police Command, provided such Detective is not required to physically respond to a location outside his permanently assigned Facility Police Command's Consolidated Police Zone in doing so.

XV. HOLIDAYS

1. Detectives will have twelve designated official police holidays and the twelve official police holidays are: New Year's Day, Martin Luther King's Birthday (January 15), Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas.

2. a. If as part of his regular work schedule, a Detective works on an official police holiday (the actual date and not the date of observance, if different from the actual date), he shall receive in addition to his appropriate pay, an additional hour's pay at his appropriate hourly base rate for each hour actually worked for up to eight hours actually worked, exclusive of preparation time.

b. If as part of his regular work schedule, a Detective works on Christmas Eve or New Year's Eve he shall receive in addition to his appropriate pay, an additional hour's pay at his appropriate hourly base rate for each hour actually worked for up to eight hours actually worked, exclusive of preparation time. Nothing herein shall be deemed or construed to establish either Christmas Eve or New Year's Eve as an official police holiday for any purpose other than the payment of the premium payment set forth in this Section and the premium payment set forth in Section XIII (4) of this Memorandum of Agreement.

3. A Detective in good standing who is separated for such reasons as reduction in force, death or retirement will be granted his full allowance of fourteen days attributable to twelve official police holidays and two days of personal leave regardless of his termination date for the calendar year in which his services terminate. *See letter agreement between the parties dated October 16, 1992, annexed hereto.

XVI. VACATION

1. Annual vacation allowances for Detectives shall be set forth in the Vacation Allowance Table contained in Appendix "D" annexed hereto, and vacation shall be administered in accordance with the policy and procedures set forth in said Appendix "D".

2. If a Detective is required to work for other than disciplinary reasons on a vacation day and if such vacation day is not rescheduled at the Detective's request, such Detective shall be paid at overtime rates.

3. There shall continue to be 33-day annual vacation charts which shall consist of 28 days vacation plus 5 RDO's, as set forth in Appendix "D", maintaining the existing vacation selection procedures as set forth in Appendix "K", annexed hereto.

4. In accordance with established practice, Detectives retiring in any calendar year may utilize all five (5) RDO days of vacation allowance, or any portion of thereof, which vacation allowance was negotiated and incorporated into the Detectives' annual vacation allowance by contract, as paid vacation time prior to a Detectives retirement from Police Service. Any of the five (5) RDO days attributable to a Detectives annual vacation allowance that are not taken as paid vacation time prior to a Detective's retirement from police service shall be paid to the Detective at the then prevailing rate of pay of the retiring Detective.

5. Said vacation charts will guarantee each Detective with two calendar weeks vacation to be scheduled during a twelve-week summer period ending the Saturday after Labor Day, or during a two-week period in the latter part of December encompassing both Christmas and New Year's Day.

6. Vacation Exchange/Vacation Carryover Program

a. Vacation Exchange

Effective upon the execution of the Memorandum of Agreement, Detectives will be permitted to participate in the Port Authority's Vacation Exchange Program ("Exchange Program") upon the following terms and conditions. Detectives meeting the Exchange Program's eligibility criteria have the option to receive payment for a portion of their annual vacation day allotment spread in equal amounts in each pay period ("Vacation Exchange"). The eligibility criteria are:

1. Detectives who have no absences due to injury incurred in the line of duty ("IOD") or sick leave during the period December 1st through November 30th of the year prior to election may exchange all but 10 days of the following year's vacation allowance for bi-weekly cash payments.

2. Detectives who have three (3) or less days of IOD or sick leave absences may exchange up to five (5) days for bi-weekly cash payments.

3. Detectives who utilize the Exchange Program must use at least ten (10) vacation days in any year in which the Detective participates in the Exchange Program.

4. Eligible Detectives who wish to exchange vacation days for bi-weekly payments must make an election before the end of the year. Detectives must submit a written request (on a form to be provided by the Port Authority) to the Commanding Officer of the Criminal Investigations Bureau (CIB) who then will verify that all eligibility criteria have been met and will forward approved requests to the Superintendent of Police.

b. Vacation Carryover

1. Detectives shall be permitted to carryover any portion of their annual vacation day allotment up to a total of one year of the Detective's vacation allotment without limitation. The maximum accumulated vacation carryover permitted pursuant to this paragraph shall be the maximum annual vacation allotment applicable to the affected Detective. Upon retirement, a Detective shall be paid for such unused carryover vacation in addition to his unused annual vacation allowance for the year of retirement.

2. In addition to the right to carryover permitted by paragraph 1, Detectives will be permitted to participate in the Port Authority's Vacation Carryover Program ("Carryover Program") upon the following terms and conditions. Detectives meeting the Carryover Program's eligibility criteria have the option to carryover a portion of their annual vacation day allotment without regard to the maximum accumulated vacation carryover limit specified in paragraph 1 ("Vacation Carryover"). The eligibility criteria are:

   a. Detectives who have no absences due to injury incurred in the line of duty ("IOD") or sick leave during the period December 1st through November 30th of the year prior to election may carryover up to ten (10) days of the following year's vacation allowance in addition to any carryover permitted by Paragraph 1.

   b. Detectives who have three (3) or less days of IOD or sick leave absences may carryover up to five (5) days of the following

year's vacation allowance in addition to any carryover permitted by Paragraph 1.

c. Detectives who utilize the Vacation Carryover Program must use at least ten (10) vacation days in any year in which the Police Detective participates in either Program.

d. Detectives who wish to carryover vacation pursuant to paragraph b(1) or the Carryover Program set forth in paragraph b(2) must notify the Commanding Officer of the Criminal Investigations Bureau (CIB) who then will verify that all eligibility criteria have been met and will forward approved requests to the Superintendent of Police.

3. The Detective's failure to meet eligibility requirements or election not to participate in the Carryover Program shall not affect any vacation carried over from previous years pursuant to paragraph 1 or from earlier participation in the Carryover Program set forth in Paragraph 2.

XVII. SICK LEAVE

1. Sick leave policies for Detectives shall be administered as set forth in PAI 20-3.03 revised as of August 16, 1968 and annexed hereto as Appendix "E", and PDI 3-8 revised as of March, 1968 and further revised with the agreement of the Association as PDI 2-9 dated July, 1976 and further revised with the agreement of the Association March, 1988 and further revised with the agreement of the Association, dated June, 1998, annexed hereto as Appendix "F". The schedule of allowances for sick leave shall be as set forth in said PAI 20-3.03.

2. Notwithstanding Paragraph 1 hereof, any Detective on sick leave because of an injury incurred in the line of duty prior to June 21, 1988, will receive payment at his base annual salary rate plus longevity and, as per past practice, all applicable benefits, where necessary, for a period or cumulative periods of absences not to exceed one year resulting from such injury.

3. Notwithstanding Paragraph 1 hereof, and effective June 21, 1988:

a. Any Detective absent because of an injury incurred in the line of duty on or after June 21, 1988, will receive payment at his base annual salary rate plus longevity and, as per past practice, all applicable benefits, where necessary, for a period or cumulative periods of absences not to exceed two years resulting from such injury.

b. Any absence due to injury incurred in the line of duty shall not be considered as sick leave but shall be categorized as injury incurred in the line of duty.

4. Effective upon the execution of this Memorandum of Agreement:

(i) A Detective who is absent from duty due to injury incurred in the line of duty shall be carried initially as injured in the line of duty.

(ii) A determination will be made by the Superintendent of Police as to whether a Detective's absence from duty results from an injury incurred in the line of duty within sixty (60) working days.

(iii) The Superintendent of Police shall issue such determination in writing within sixty (60) working days from the first day of absence allegedly resulting from an injury incurred in the line of duty on or after the date of execution of this Memorandum of Agreement. A copy of the Superintendent's determination will be provided to the Detective and the Association. Failure on the part of the Detective to keep an appointment with the Port Authority Office of Medical Services concerning an alleged injury incurred in the line of duty shall be a basis for denial of injury incurred in the line of duty status unless the Detective can provide to the Office of Medical Services documentation from a physician which establishes that the Detective was unable to appear for that appointment due to his medical condition.

(iv) Steps One and Two of Appendix "G" annexed to this Memorandum of Agreement shall be waived for disputes concerning any such determination made by the Superintendent of Police. Such disputes shall be referred directly to Step Three: Arbitration of Appendix "G" and the sole issue before the arbitrator shall be whether the absence is to be classified as a sick absence or an absence due to an injury in the line of duty. In any such dispute the grievance must be filed within thirty working days of receipt of the written determination by the Superintendent of Police. Such grievance shall be filed with the Director of Labor Relations Department or his designee and the designated representative of the American Arbitration Association as provided under Step Three of Appendix "G" annexed hereto.

(v) Nothing herein alters the requirements concerning the filing of Form PA 360 in existence prior to the date of execution of this Memorandum of Agreement, which requirements shall continue on that date and thereafter.

5. A Detective who is injured in the line of duty and who is expected, in the opinion of the Port Authority Office of Medical Services (previously the Medical Department), to be absent from duty for a continuous period in excess of one year resulting from such injury, will continue to receive payment at his base annual salary rate plus longevity and, as per past practice, all applicable benefits, where necessary, for a period of absence up to

eighteen months if such injury was incurred prior to June 21, 1988, or for a period of absence up to thirty months if such injury was incurred on or after June 21, 1988, provided the Detective has applied to the New York State and local Police and Fire Retirement System for accidental disability retirement within six months of the date of such injury and has submitted to the Port Authority a written waiver of his right to a medical termination hearing under PAI 20-1.09, dated September 30, 1970, with respect to any disability resulting from such injury in the line of duty. At any time prior to the end of one year of absence related to such injury in the line of duty, the Detective shall have the right to withdraw his application for accidental disability retirement and his written waiver of his right to a medical termination hearing, in which case the injury on duty benefit shall be governed by Paragraph 2 or Paragraph 3, whichever is applicable of this Section.

6. An absence resulting from an injury incurred in the line of duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as an occasion of sick absence pursuant to PDI 3-8 revised March, 1968 and further revised with the agreement of the Association as PDI 2-9 dated July, 1976 and further revised with the agreement of the Association March, 1988 and further revised with the agreement of the Association, dated June, 1998, annexed hereto as Appendix "F".

7. The first occasion of absence due to each injury incurred in the line of duty shall be excluded under the vacation forfeiture provisions set forth in Attachment "A", Section IV, Paragraph C and D of Appendix "D". In addition, all occasions of absence due to injuries incurred in the line of duty after July 2, 1998 which are exempt from consideration for purposes of repeated and excessive absence discipline under Appendix "L", annexed hereto, and the days of absence of such occasions, shall be exempt from consideration under the above-referenced vacation forfeiture provisions. Vacation days forfeited pursuant to Attachment "A", Section IV, Paragraphs C and D of Appendix "D" shall be taken as follows: absences beginning and ending in a single calendar year shall only have vacation days forfeited from the calendar year in which the absence occurs; absences which begin in one calendar year and continue into a successor calendar year shall have vacation days forfeited based upon the entire period of absence first from the calendar year in which the absence began and, if the Detective's remaining vacation allowance for that year is insufficient to satisfy the forfeiture, then the remainder of the forfeiture shall be taken from the calendar year in which the absence ended.

8. A Detective no longer receiving full pay due to sick leave or injury incurred in the line of duty will be assigned to one of three Detective medically restricted duty positions in the chronological order in which he entered reduced pay status, if, at the time of such assignment:

a. one or more of the three authorized medically restricted positions is not then filled in accordance with this Paragraph 8;

b. the Port Authority office of Medical Services deems him physically capable of performing the functions of one of the three authorized medically restricted positions which is not then filled;

c. in the opinion of the Office of Medical Services, he will not be physically capable of returning to full duty for at least forty-five calendar days from the date of entry into reduced pay status, provided he is expected to return to full duty, or, if not expected to return to full duty, files an application for disability retirement with the New York State and Local Police and Fire Retirement System; and

9. Such assignment shall continue until the Detective returns to full duty or leaves Port Authority service. None of the payments provided for in Section XIV of this Memorandum of Agreement will be earned by such Detective on restricted duty either as a result of his initial assignment or of his return to full duty following such an assignment consistent with the provisions of Document "C", annexed hereto.

10. A female Detective who returns to duty on a medically restricted basis following an occasion of sick absence resulting from pregnancy will not be charged with a subsequent occasion of sick absence for such an absence resulting from childbirth.

11. Each Detective will receive upon separation in good standing at his base bi-weekly salary rate then in effect additional compensation as follows: for each calendar year commencing January, 1972 during which a Detective has no unexcused absence or absence for reasons of sickness or injury - two days compensation; for each calendar year during which a Detective has no unexcused absence and not more than five days of absence for reasons of sickness or injury - one day's compensation. Any such absence for part of a day shall be considered absence for an entire day. All occasions of absence due to injuries incurred in the line of duty after July 2, 1998 which are exempt from consideration for purposes of repeated and excessive absence discipline under Appendix "L", annexed hereto, and the days of absence of such occasions shall not be counted in the calculation of such additional compensation, if any, attributable to the calendar year 1998 or any calendar year thereafter.

12. The compensation provided for in Paragraph 11 hereof shall be payable with respect to each full calendar year of service as a Detective and any full calendar year during which a Detective is promoted to the rank of Police Sergeant.

13. Each Detective who requests a copy of medical documents in his Port Authority files shall receive a copy of such documents provided he submits a signed written request therefor to the Office of Medical Services. This right shall not apply to documents subject to applicable Federal or State discovery rules in any Federal or State litigation. In such cases, applicable Federal or State discovery rules shall apply, as determined by the appropriate Federal or State court.

14. In situations in which there is a disagreement between the Port Authority Office of Medical Services (OMS) and a Detective's treating physician concerning whether a) the Detective is medically fit to return to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return either to full duty or under a medical restriction, the OMS shall provide to the Detective a list of at least three physicians from among whom the Detective shall promptly make an appointment for the purpose of obtaining a medical opinion on this issue. If the Detective requests an additional list of at least three physicians, then the OMS shall provide an additional list to the Detective, provided that the Detective makes such request in writing to the OMS within three working days of the Detective's receipt of the first list. The opinion of that physician as to whether a) the Detective is medically fit to return to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return either to full duty or under a medical restriction shall be final and binding on the Port Authority, the Detective and the Association and not subject to the grievance-arbitration procedures of the Memorandum of Agreement.

XVIII. RETIREMENT

1. Subject to applicable law, retirement benefits for Detectives shall be those provided by the New York State and Local Police and Fire Retirement System under the programs applicable to Port Authority Detectives pursuant to the New York Retirement and Social Security Law. In addition, the Port Authority shall continue to elect to offer Detectives the program under Section 375-i (with the last year final average salary option under Section 302 (9) (d)) of the New York Retirement and Social Security Law. In addition, the Port Authority shall elect, effective January 1, 1994 or the next legally permissible day if January 1, 1994 is not permissible under the New York Retirement and Social Security Law, to make contributions to the New York State and Local Police and Fire Retirement System for the purpose of providing an additional pension pursuant to Section 384-e of the New York Retirement and Social Security Law.

2. Any longevity, shift differential, premium or other payments (including preparation allowances) made to Detectives pursuant to this Memorandum of Agreement, shall not constitute base salary for the purposes of this Memorandum of Agreement but shall be reported to the New York State and Local Police and Fire Retirement System as compensation for retirement allowance computation purposes to the extent said System includes such payments for retirement allowance computation purposes.

XIX. EMPLOYMENT SECURITY

1. A Detective shall not be removed from his position and demoted without demonstrable cause. Such removals by the Superintendent of Police shall be subject to the grievance-arbitration provision set forth in Section XXI of this Memorandum of Agreement to the same extent as any other provision of this Memorandum of Agreement, except that the grievance may start at Step Two.

2. In addition to the employment security provided in Paragraph 1 hereof, during the term of this Memorandum of Agreement, tenure of employment for Detectives shall be in accordance with the provisions of the Port Authority Tenure of Office Resolution adopted on February 13, 1969. Should separation or demotion become necessary pursuant to said Resolution for other than disciplinary reasons, mental or physical disability, or mandatory retirement, a procedure shall be negotiated between the Port Authority the Association as soon as practicable after the execution of this Memorandum of Agreement, and such negotiations shall commence within 30 days of such execution. Prior to the completion of such negotiations, the applicable procedure shall be set forth in Section III. Paragraphs A.9., B.4. and C.5. of Document "C" annexed hereto.

XX. PROMOTION TO THE RANK OF POLICE SERGEANT

Procedural elements for promotion of Detectives to the rank of Police Sergeant, if applicable, are as set forth in Appendix "J" annexed hereto. Neither this Section nor Appendix "J" shall be subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement. All occasions of absence due to injuries incurred in the line of duty after the date of execution of this Memorandum of Agreement which are exempt from consideration for purposes of repeated and excessive absence discipline under Appendix "L", annexed hereto, and the days of absence of such occasions shall not be used as a criterion for promotion under Appendix "J".

XXI. GRIEVANCE-ARBITRATION/DISCIPLINARY PROCEDURE

A grievance-arbitration/disciplinary procedure for processing grievances filed on or after the date of execution of this Memorandum of Agreement with respect to the alleged violation of any provision of this Memorandum of Agreement (other than Paragraph one of Section II, Paragraph fourteen of Section XVII, Section XX and Appendix "J" annexed hereto, Section XXVIII, Section XXIX, the second sentence of Paragraph six of Section XXXII, and Section XLIX and disputes concerning "Unit Work" and disputes concerning any transfer of a Detective or denial thereof if the Superintendent of Police declares in writing that such transfer or denial is deemed necessary for the good of the service and sets forth the reason or reasons therefor, which disputes, as set forth in that procedure, shall not be subject to nor processed through that procedure nor submitted to arbitration), is annexed to this Memorandum of Agreement as Appendix "G". The declaration in writing of the reason(s) for a transfer for the good of the service or denial thereof shall be made no later than fourteen days after the effective date of the transfer as established by the Superintendent of Police or the date of the denial thereof, as the case may be. The procedure for processing such grievances filed before the date of execution of this Memorandum of Agreement is annexed to the July 21, 1991-January 20, 2003 Memorandum of Agreement between the Port Authority and the Association as Appendix "G".

XXII. TRANSFERS

Effective on the date of execution of this Memorandum of Agreement, transfers of Detectives shall be administered in accordance with the procedures set forth in Document "C", annexed hereto. Transfers prior to the date of execution of this Memorandum of Agreement shall be administered in accordance with the procedures set forth in Document "C" annexed to the Memorandum of Agreement dated July 21, 1991- January 20, 2003.

XXIII. EXCUSED ABSENCES AND PERSONAL LEAVE

1. Except as provided herein, the excused time policy for Detectives shall be as set forth in PAI 20-3.05, dated August 3, 1967 as revised May 15, 1970, Change Notice No. 63 annexed hereto as Document "U" other than subdivision 10 of paragraph A and paragraphs B and D of Part III thereof.

2. Excused absences and personal leave shall be as set forth in Appendix "H", annexed hereto.

XXIV. LEAVES OF ABSENCE

1. The leave of absence policy for Detectives shall be as set forth in PAI 20-3.06 as revised through June 30,1976, annexed hereto as Document "D", except that notwithstanding any provision of such PAI 20-3.06, a Detective who has been granted a leave of absence pursuant to such policy on or after June 21, 1988, must be reinstated as a Detective upon return from such leave, provided the Port Authority Office of Medical Services determines that the Detective is medically fit to return to duty.

2. The maternity leave of absence policy for Detectives shall be as set forth in PAI 20-3.12, dated August 6, 1981, annexed hereto as Document E, except that an absence on account of pregnancy or on account of maternity leave shall not constitute absences for purposes of establishing "repeated and excessive" absences for disciplinary action. Absences on account of pregnancy or on account of maternity leave shall not be relied upon to enforce vacation forfeiture or the loss of a Retirement Day nor shall such absences be relied upon to deny a training opportunity or a promotion opportunity. In order for a Detective to avail herself of the foregoing, the Detective must inform the Absence Control Unit (ACU) or the Office of Medical Services with her notification of absence that the absence is on account of pregnancy.

3. The military leave policy for Detectives shall be as set forth in PAI 20-3.10, dated August 24, 1972, annexed hereto as Document "T" except as modified herein. The aforementioned modifications are as follows: (a) Detectives shall be provided military leave and shall not be required to use other leave, including but not limited to vacation time, personal leave days or compensatory time in lieu of military leave; (b) each Detective ordered

to short term active duty for training shall be paid in connection with such duty the difference between his federally taxable Port Authority pay and one-third of that portion of his federally taxable military pay attributable to days which are that Detective's regularly scheduled Port Authority work days; and (c) each Detective ordered to short term inactive duty for training shall be paid in connection with such duty the difference between his federally taxable Port Authority pay and that portion of his federally taxable military pay attributable to days which are that Detective's regularly scheduled Port Authority work days; and (d) Detectives involuntarily called up to temporary and extended active duty shall receive, for the duration of the leave, salary differential, continuation of health and dental benefits coverage for the employee and his dependents, and continuation of life insurance coverage for the employee at his current level as set forth in Attachment C to Document "T" (Memorandum of Mary Lee Hannell to Joseph J. Seymour dated April 29, 2003).

XXV. SENIORITY

1. During the term of this Memorandum of Agreement, the seniority policy of the Port Authority with respect to Detectives shall be as set forth in PDI 2-1 dated July, 1981, revised with the agreement of the Association as PDI 2-1B, dated December, 1992, and further revised with the agreement of the Association as P.O.I. 2-1B, dated June, 1998, annexed hereto as Document "B."

2. An employee senior to an employee selected who requests in writing the reasons he did not receive training, or a special detail or preferred assignment, shall be responded to in writing setting forth the reasons for not making the assignment or detail by the appropriate party making the decision.

XXVI. DISCIPLINE

1. During the term of this Memorandum of Agreement, and except as modified herein, the Port Authority's rules governing the conduct of disciplinary investigations shall be as set forth in PDI 3-5 revised January, 1970 and further revised with the agreement of the Association as PDI 2-6 dated July, 1980 and, except as modified herein, the disciplinary procedure applicable to Detectives shall be as set forth in PAI 20-1.10 revised September 30, 1970, annexed hereto as Documents "F" and "G".

2. The modifications referred to in Paragraph 1 of this Section are as follows:

a. No Detective shall be required, ordered, or requested to submit to pathometer, polygraph or other lie detector tests.

b. A non-criminal disciplinary investigation of a Detective must be placed in the charge of a non-negotiation unit person of a higher rank, who must actively participate in such investigation.

c. Detectives assigned to the Special Investigations Unit (previously Professional Standards Bureau) shall be assigned to investigate alleged criminal activity of Port Authority employees as directed by their Detective supervisors.

d. If in the course of an interview between a supervisor and a Detective it appears that the matter under discussion may result in disciplinary action against the Detective, he shall have the right to have his Association representative present before the interview proceeds.

e. Disciplinary charges must be filed no more than one year after the Port Authority knows of the alleged commission of the offense charged. A copy of all filed disciplinary charges must be mailed to the President of the Association no later than 14 days after the filing of such charges. A copy of the disciplinary charges must be transmitted to the Office of the Association, addressed to the President of the Association, by certified mail, return receipt requested, and the date of certification shall constitute the date of filing.

f. A disciplinary charge of repeated violations of Port Authority rules and regulations may only be based on prior discipline having been imposed.

g. (i) The compulsory leave without pay maximum penalty which may be imposed pursuant to a hearing in accordance with Paragraph XI of Document "G" annexed to this Memorandum of Agreement as amended by this Section XXVI shall be ten (10) consecutive calendar days in place of the prior maximum three day penalty. Any lesser compulsory leave without pay penalty imposed must be imposed in consecutive calendar days.

(ii) The compulsory leave without pay maximum penalty which may be imposed pursuant to a hearing in accordance with Step Three of Appendix "G" annexed to this Memorandum of Agreement on disciplinary charges which seek any disciplinary action enumerated in Paragraph V B of Document "G" annexed hereto shall be ten (10) consecutive days. Any lesser compulsory leave without pay penalty imposed pursuant to such a hearing must be imposed in consecutive calendar days.

h. With respect to disciplinary charges filed on or after July 2, 1998:

(i) Paragraphs X and XI of Document "G" annexed to this Memorandum of Agreement shall not be applicable to such disciplinary charges, and all references in Paragraphs V A and B of Document "G" to said Paragraphs X and XI and to hearings thereunder shall not be applicable to such disciplinary charges.

(ii) Paragraphs IX E (3) and (4) of Document "G" annexed to this Memorandum of Agreement shall not be applicable to such disciplinary charges and in lieu of IX E(3) and (4) the following shall be substituted:

3. In the event that he is of the opinion that any disciplinary action enumerated in Paragraph V A hereof, as amended by Section XXVI of this Memorandum of Agreement is to be sought, he shall submit the charges directly to Step Three of Appendix "G" annexed to

this Memorandum of Agreement for handling as provided therein for charges seeking such disciplinary action.

4. In the event that he is of the opinion that any disciplinary action enumerated in Paragraph V B hereof, as amended by Section XXVI of this Memorandum of Agreement is to be sought, he shall submit the charges directly to Step Three of Appendix "G" annexed to this Memorandum of Agreement for handling as provided therein for charges seeking such disciplinary action.

(iii) Such disciplinary charges may be served either personally or by registered mail at the last known address of the Detective on file with the Port Authority.

(iv) Except as provided in Appendix "M" annexed to this Memorandum of Agreement, the only disciplinary hearing of any kind to which Detectives are entitled in connection with such disciplinary charges which seek any disciplinary action enumerated in Paragraph V B of Document "G" annexed hereto as amended by this Section XXVI shall be that provided for at Step Three of Appendix "G" annexed to this Memorandum of Agreement, and the only disciplinary hearing of any kind to which Detectives are entitled in connection with such disciplinary charges which seek any disciplinary action enumerated in Paragraph V A of Document "G" annexed hereto as amended by this Section XXVI shall be that provided for at Step Three of Appendix "G" annexed to this Memorandum of Agreement.

i. The Port Authority shall provide upon request by the charged Detective or his representative prior to the disciplinary hearing copies of the evidence it intends to present at the hearing, including statements, photographs, recordings and other writings made in the normal course of business but excluding attorney work product. The Port Authority shall provide such discovery no later than twenty-eight days prior to the scheduled hearing date or within ten days of receipt of the request, whichever is later. Failure to provide such discovery by such date shall be a basis for adjournment in the discretion of the person before whom such hearing is to be held, provided that if such discovery is provided within fourteen days of the hearing date it shall be an automatic basis for adjournment if requested.

j. (i) If a Detective is administratively suspended disciplinary charges must be filed against the Detective no later than one hundred and twenty days after the first day of that suspension to continue him on administrative suspension. If the disciplinary charges are not filed within that period, the Detective shall be removed from administrative suspension no later than the end of the one hundred and twenty day period and he shall receive payment with respect to the period of his administrative suspension in an amount based upon an estimate of missed opportunities to earn overtime during his administrative suspension. The estimate shall be determined as provided in the next paragraph.

(ii) A Detective against whom disciplinary charges have been filed and who has been administratively suspended but who has not been dismissed from employment shall receive payment of an amount based on an estimate of his missed opportunities to earn overtime during that administrative suspension. The estimate shall be determined as follows:

First, an initial estimate shall be determined by use of the following formula:

$$\frac{a}{b} = \frac{c}{d}$$

where "a" is the average overtime earned per pay period by the suspended Detective during the seventy-eight (or the actual number if less than seventy-eight) pay periods immediately prior to the pay period during which his suspension commenced; "b" is the average overtime earned per pay period per Detective during those seventy-eight (or the actual number if less than seventy-eight) pay periods at the Police Command to which the suspended Detective was assigned during that period. If the Detective was assigned to more than one Police Command during that period, then the average overtime for the period shall be determined by using average overtime earned per Detective at each Police Command to which the Detective was assigned during that period for the pay periods he was assigned to that Police Command;

"c" is the initial estimate of the Detective's missed overtime earned per pay period to be determined, and

"d" is the average overtime earned per pay period per Detective at the Police Command to which the suspended Detective is assigned during the same pay periods of the Detective' s administrative suspension.

Upon determination of "c", that amount shall be multiplied by the number of pay periods that the Detective was on administrative suspension, provided that any pay period during that suspension in which the Detective was absent due to sickness or injury incurred in the line of duty on at least half of his scheduled work days shall not be used in that multiplication. Then, from that amount shall be subtracted all overtime, if any, earned by the Detective during the suspension. The resulting balance shall be paid to the Detective as and for missed overtime.

k. If a Detective who is suspended without pay is changed to administrative suspension or returned to full duty he shall receive payment of his full pay for the period during which he was suspended without pay except payment for missed overtime opportunities. If such Detective is not dismissed from employment the calculation of missed overtime opportunities shall be made in accordance with the method set forth in paragraph j (ii), above, except that the period of suspension shall include the period during which the Detective was suspended without pay.

l. A Detective charged in a disciplinary proceeding shall not be permitted to take personal leave on a day for which a hearing in that disciplinary proceeding is scheduled, provided, however, if the person before whom such hearing is to be held grants an adjournment of the hearing scheduled for a particular day, personal leave may be taken on that day.

m. The following shall be substituted for and implemented in lieu of Rule 4 in Document "F" of this Memorandum of Agreement:

Rule 4. Warnings required in cases of Criminal Investigation or Criminal charges against employee

If an employee is under arrest, or is a subject of a criminal investigation, or there is a substantial likelihood that criminal charges against the employee may result from the investigation, he shall be given a written statement as to the alleged criminal matter(s) under investigation and he shall be warned of his rights as follows:

"I wish to advise you that you are being questioned as part of an official investigation by the Port Authority Police. You will be asked questions specifically directed and narrowly related to the performance of your official duties with respect to the alleged criminal matter(s) under investigation. You are entitled to all the rights and privileges guaranteed by the laws of the State of New York or New Jersey, the constitutions of these states and the Constitution of the United States, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation.

I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties with respect to the alleged criminal matter(s) under investigation, you will be subject to Port Authority disciplinary charges which could result in your dismissal from the Port Authority. You have use immunity, that is, if you do answer, neither your statements nor any information or evidence which is gained by reason of such statements may be received in evidence against you in any subsequent criminal proceeding. However, these statements can be used against you in relation to subsequent Port Authority disciplinary charges."

If the employee will be asked questions related to his official duties performed in the State of New Jersey, the Port Authority will obtain a written grant of use immunity with respect thereto from a county prosecutor having jurisdiction prior to asking those questions, and the written grant of use immunity will be shown to the employee.

n. Rule 3. Clarification of Application of PDI 2-6, Rule 3 and General Rule and Regulation Section 9, Rule 3 to interviews of witnesses, in accordance to Document "R," annexed hereto. The notice and time off provisions applicable to waivers as set forth in Document "S," annexed hereto, shall apply equally to all Rule 3 interviews.

3. The disciplinary standards and penalties with respect to Repeated and Excessive Absence shall be as set forth in Appendix "L", annexed hereto.

4. Counseling of Detectives does not constitute discipline.

5. Effective on the date of execution of this Memorandum of Agreement, any waiver of a disciplinary hearing for minor disciplinary charges as defined in Document "G", Paragraph V.B. as amended by Section XXVI of the Memorandum of Agreement executed by a Detective will be deemed null and void and expunged from the Detective's personnel files (2) years after the execution thereof, provided the following conditions are satisfied:

a. The waiver was executed prior to the date the matter was to be heard in arbitration; and

b. The Detective has not been served with Charges and Specifications and/or a Notice of Pending Charges in the two (2) years following the execution of the waiver.

Assuming the aforesaid conditions are satisfied, the Detective shall submit a request for expungement in writing addressed to the Superintendent of Police and his Commanding Officer identifying the waiver to be removed. All qualifying waivers will be removed within thirty (30) working days of the date that the Detective submitted the expungement request.

XXVII. JOB DUTIES AND RESPONSIBILITIES

1. During the term of this Memorandum of Agreement, the job duties and responsibilities of Detectives will be as outlined in Job Specification No. 2601, dated June, 1998, annexed hereto as Document "A", and further enumerated in Appendix "I", annexed hereto.

2. During the term of this Memorandum of Agreement, no Detective shall, except in emergencies or as provided in this Memorandum of Agreement, be required on a recurring basis to perform duties not contained in Job Specification No. 2601, dated September, 1981, and further revised with the agreement of the Association dated March, 1984, and further revised with the agreement of the Association and dated June, 1998, annexed hereto.

XXVIII. TRANSFER OF UNIT WORK

1. Subject to the provisions of Paragraph 4 herein and except insofar as the Association has otherwise negotiated and agreed to modify its Unit Work Clarification Agreement (Appendix "I"), during the term of this Memorandum of Agreement there will be no transfer and/or reassignment of unit work currently and heretofore performed by unit employees without negotiations and all other unit work currently and heretofore performed by Detectives shall be maintained.

2. In accordance with a stipulation of settlement dated April 8, 1983 (Unit Work Agreement), and revised March 1984, attached hereto, existing plainclothes Detective luggage decoy operations at the Port Authority Bus Terminal do not constitute unit work of the Association.

3. Seventy-three (73) Detective positions shall be maintained during the term of this Memorandum of Agreement so long as the work being performed continues to be performed by or on behalf of the Port Authority.

4.a. Notwithstanding all of the foregoing, unit work of the Association, enumerated in Document A (Job Specification 2601) and in Appendix "I" (Unit Work Clarification Agreement), may be performed by personnel in other police negotiating units so long as a total of seventy-three (73) Detective positions are maintained and filled.

b. If the total number of Detective positions maintained and filled falls below seventy-three (73), and remains below a total number of seventy-three (73) Detective positions for more than thirty (30) calendar days, the Waiver identified in Paragraph 4.a. above shall be null and void, and all unit work identified in Job Specification 2601, and the Unit Work Clarification Agreement, shall again be the unit work of the Association. When the total number of Detective positions maintained and filled reverts back to at least seventy-three (73) the Waiver shall again be in effect.

c. If, after thirty (30) calendar days, the total number of Detective positions maintained and filled remains less than seventy-three (73), and the Port Authority utilizes personnel not in the negotiating unit to perform unit work of the Association which the Port Authority Employment Relations Panel Order states, in determination of a transfer of unit work improper practice charge brought by the Association, constitutes a transfer of unit work, then the Port Authority shall pay to the Association the equivalent of eight (8) hours pay at the maximum Detective's straight time pay for each tour of duty, or part thereof, that each non-unit personnel assigned to that tour of duty performs such transferred unit work of the Association. The payment provided for herein, if any, shall accrue from the first day that such utilization commenced after the total number of Detective positions maintained and filled is less than seventy-three (73).

XXIX. UNIT WORK

All "Unit Work" disputes shall not be subject to the grievance and arbitration provisions of the Agreement but shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel and subject to applicable standards to be determined by the Panel. In this connection, "new facilities" shall mean facilities not listed in Document "M" of the 1985-89 Memorandum of Agreement.

XXX. PERSONAL AND COMMUTATION PASSES

Personal passes and commutation passes for free use of Port Authority tunnel and bridge facilities shall continue to be provided in accordance with PAI 40-1.01 revised December 20, 1973. At any time following the execution of this Memorandum of Agreement, at the Port Authority's sole discretion, the Port Authority may replace this benefit with an E-ZPass based program upon the following terms and conditions:

A. The number of free passages at Port Authority tunnel and bridge facilities and the free use of parking lots at Port Authority airports for Detectives shall not be less under the E-ZPass based program than under said PAI 40-1.01.

B. Until such time as the E-ZPass program is implemented at Port Authority airport parking lots for which free use is provided under said PAI 40-1.01 the Port Authority will continue to make passes available to Detectives for such parking in accordance with said PAI 40-1.01.

XXXI. EDUCATION REFUND

1. During the term of this Memorandum of Agreement, the provisions of Document "J" annexed hereto shall be applicable to Detectives. All increases in the maximum reimbursement rates granted to any other employees will be applicable to Detectives, whether the increased reimbursement is through amendment to the current AP 20-4.54 entitled "Tuition Assistance Program" or otherwise.

2. Procedures:

a) Tuition Assistance applications will be maintained at each facility police command.

b) Applicants shall forward a completed Tuition Assistance application (PA Form 1020, revised August 2004) current school catalogue and other supporting documents in duplicate to the Applicant's Commanding Officer at least two (2) weeks before the course(s) begins.

c) The Commanding Officer will review, sign and forward the application to the Department Director or his designee for review.

d) If, for valid reasons, the Applicant cannot meet the two week deadline, a memorandum explaining the delay must be submitted to the Applicant's Commanding Officer who will also forward it to the Department Director.

e) The Department Director or his designee will approve or disapprove the application (stating reasons for disapproval) and return PA Form 1020 and documents to the Applicant.

XXXII. MISCELLANEOUS

1. During the term of this Memorandum of Agreement, the Port Authority will make reasonable efforts to provide designated free parking areas where Detectives may park their personal vehicles while on duty at a facility. The Port Authority will reimburse Detectives assigned to or required to be at Journal Square Transportation Center (including training) for the cost of parking on an around the clock basis. While on duty, Detectives assigned to in-service training at the Journal Square Transportation Center or the World

Trade Center or involuntarily assigned to or required to be at the World Trade Center will be reimbursed for the cost of parking either at the Journal Square Transportation Center or the World Trade Center at the Detective's option; provided, however, that if a Detective opts to park at the World Trade Center, no reimbursement will be made for parking if space is available in the designated free parking area for the World Trade Center Facility Police Command. No such space shall be provided if provision of such space is not practicable by reason of additional cost to the Authority, or because of use of areas by other persons or for other purposes. The President of the Association shall be authorized to park his personal vehicle in available space at any such designated police employee parking area. All other existing areas and practices for Detective parking in existence prior to this Memorandum of Agreement shall be maintained during the term of this Memorandum of Agreement so long as such areas are used for parking purposes.

2. During the term of this Memorandum of Agreement, the Port Authority's policy with respect to stand-by time, call-ins and carfare allowances shall be as set forth in Information Bulletin No. 11, dated March 3, 1965, annexed hereto.

3. During the term of this Memorandum of Agreement, the Port Authority's existing policies with respect to service, safety, and medal awards for Detectives shall continue to be maintained. (See letter dated May 28, 1998, annexed hereto.)

4. Outdoor training of Detectives shall be cancelled in the event temperatures fall below 25 degrees Fahrenheit. The supervisor in charge of the training may also cancel training when other inclement weather conditions adversely affect the training exercise. If training is cancelled after the Detectives involved have reported for duty, they will not be reassigned to another tour on that day.

5. Upon request, appropriate staff personnel from the Human Resources Department will be available to meet with the joint executive boards of the Association, the Port Authority Police Benevolent Association, Inc., the Port Authority Police Lieutenants Benevolent Association and the Port Authority Police Sergeants Benevolent Association to discuss benefit coverage or other similar programs available to police personnel.

6. A maximum of four hours compensation at overtime rates shall be paid for each initial off-duty enforcement action leading to an arrest to cover the arrest and booking process. All other off-duty police related activities including but not limited to rescue functions shall be covered by all benefits outlined in the Memorandum of Agreement. The Superintendent of Police will determine whether the actions were appropriate police actions and therefore compensable under the second sentence of this paragraph and his decision is not subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement.

7. Any provision of this Memorandum of Agreement requiring State or Federal legislative action to permit its implementation by amendment of law shall not be effective until the appropriate State bodies or Federal body have acted.

8. Effective on the first day of April, 1998, the Port Authority may implement a retrospective payroll system upon the following terms and conditions. On the pay date in which the Port Authority determines to implement this program, each Detective on payroll as of that pay date will receive an amount equal to his base salary and longevity for that two week period, as well as any premium payments due him from the preceding pay period. The payment, equal to his base salary and longevity during this implementation pay period, will be reported to the New York State and Local Police and Fire Retirement System. In the next succeeding pay period, each Detective will receive a pay check representing the payment of his base salary, longevity and premium payments earned during the previous pay period, and the payroll system will thereafter function retrospectively for the remainder of the Detective's Port Authority employment, except for Detectives Port Authority employment is terminated for any reason within one year of this payment. For any Detective whose Port Authority employment is terminated for any reason within one year of this payment, this payment shall be considered payment toward the base salary and longevity that would otherwise be owed to him in his final pay period.

9. A Detective shall be "in good standing" under this Agreement unless the Detective is terminated for cause pursuant to Section XXVI of this Agreement as a result of disciplinary charges pending due to the Detective being arrested, indicted or receiving a positive drug test conducted pursuant to Appendix "M" of this Agreement.

10. Right to Reopen: In the event the Port Authority negotiates with another Police union contractual language or benefits greater than those provided for under this Memorandum of Agreement, then the Association shall have the option to reopen negotiations with respect to that language or benefit(s).

11. Expect as provided for in Paragraph 10, above, negotiations between the Port Authority and the Association with respect to a successor Memorandum of Agreement shall commence on or before March 1, 2009.

XXXIII. LABOR MANAGEMENT COMMITTEE

1. The existing labor-management committee consisting of representatives of the Port Authority and the Association shall continue in effect.

2. The function of this committee shall be to facilitate communication between the parties to promote a climate conducive to constructive employee relations, to recommend resolutions of employee relations problems which may arise in the administration of this Memorandum of Agreement and to discuss other matters of mutual interest.

3. The committee will meet at mutually acceptable times and places, with either party having the right to request a meeting. Requests for meetings should be made at least a week in advance with the requesting party submitting an agenda of the topics for discussion. The size of the committee may vary according to the topics to be discussed and

shall be limited to the least number of representatives from each party needed to accomplish the business at hand.

4. Nothing contained in this Section is intended to restrict in any way the normal informal discussion and resolution of problems by Port Authority and Association representatives.

XXXIV. PERSONAL FILES

1. During the term of this Memorandum of Agreement, the Port Authority's policy with respect to a Detective's opportunity to rebut written derogatory information or statements to be placed in his facility personnel folder shall be as set forth in Information Bulletin No. 34, dated July 22, 1968, as amended through negotiation with the Association and as set forth herein, in Paragraph 2. Time limits for removal of derogatory incident reports from a Detective's personal files shall apply to counseling letters or similar documents.

2. The amended portion of Information Bulletin No. 34, shall read:

> Every employee is entitled to the opportunity to rebut any written derogatory information or statements placed in his personal files. Prior to a memorandum containing such derogatory information or statements being placed into the personal files of an employee, a copy will be given to the employee for his information. If he so desires, he may write a statement in rebuttal of any allegations and this material will be attached to the written material prior to it being placed in the employee's personal files.

3. In any situation in which an employee is found not guilty or in which such complaint has been determined to be unfounded, such complaint or charge, if any, in the personal files of the employee will be removed and destroyed.

4. When an employee has been charged with a departmental violation and the final disposition of the charge is other than "Guilty", the record of the case will be removed from the employee's personal files immediately upon final disposition and destroyed.

5. Employees and/or their representatives, with the employee's written permission, may examine their own personal folders by making arrangements in advance with appropriate personnel. Documents may not be removed, but copies may be made, if necessary.

XXXV. ASSOCIATION BUSINESS

1. Time off for Association representatives to conduct Association business and for purposes of employee representation shall be granted in accordance with the provisions of Limited Distribution Directive LDD 2-05, as amended through negotiations with the Association and dated April 12, 2005.

2. The Port Authority will provide suitable office space available for occupation at a Port Authority facility agreeable to the Association of at least 300 square feet. In the event the Port Authority is unable to meet this obligation, the Port Authority will pay the Association $750 per month commencing December 1999.

3. Effective July 2, 1998 any of the Association Executive Board Members, not to exceed six, whose regularly scheduled tour of duty on the date of an Association Executive Board meeting, not to exceed fourteen in a calendar year, is the afternoon tour shall have his regularly scheduled tour of duty changed to the day tour of the day of that meeting without any payment of schedule change premium.

4. The Association shall be permitted to request emergency excused time with pay and benefits for any member of the Executive Board to respond to a Detective's medical or psychological emergency, criminal investigation or arrest by an outside law enforcement agency, or other similar emergent incident. This request may be made by the President of the Association (or his designee) directly to any Detective Supervisor. Upon receiving such a request, the Port Authority will immediately release a member of the Executive Board chosen by the President (or his designee) who is then on-duty to respond to the emergent incident.

5. Effective January 21, 2003, and each January 21st, thereafter, the Port Authority shall make a contribution of $10,000.00 to the Association's Welfare Fund which is to be used to defray the cost of providing benefits to Detectives.

XXXVI. PROHIBITION OF EMPLOYER SOLICITATION

Neither the Port Authority nor its agents shall solicit the employee, either individually or collectively, in regard to any charity or fund.

XXXVII. PRE-RETIREMENT PROGRAM

The Port Authority shall establish a pre-retirement program formulated to meet the needs and objectives of retiring police personnel. Employees may enroll in this program within one year of their prospective retirement and each employee may do so only once. The program will be run during normal office hours and employees will be granted excused time to attend this program when their work schedule conflicts with the scheduled program.

XXXVIII. PAYCHECKS

1. The Port Authority shall provide paychecks to employees on Friday paydays by 3:00 p.m. The Port Authority shall continue to issue checks on an early distribution basis and on an advance basis for vacations or days off. In the event a check is lost through no fault of the employee, a voucher check will be drawn to provide him with his basic bi-weekly salary. Checks will continue to be distributed to the individual employee's command. All other current paycheck practices will remain in effect, except that in the event the paycheck is not provided to an employee by 3:00 p.m. on Friday, he shall receive two hours of

straight-time pay if it is necessary for him to stand by or report to the facility in order to receive the check.

2. Detectives shall be permitted to exercise the option to participate in the direct payroll deposit system provided to Port Authority managerial, administrative and clerical employees on the same basis as such employees. Should either the Port Authority or the provider of such system decide, for any reason, to terminate that system for Port Authority managerial, administrative and clerical employees, then it will be terminated for Detectives.

XXXIX. SAFETY AND HEALTH STANDARDS

1. The Port Authority represents that it attempts to conform with and that it does basically conform with the Occupational Health and Safety Standards promulgated by OSHA.

2. If it is established that the Port Authority does not basically conform with OSHA standards, the Port Authority will make every good faith effort to come into conformance.

XL. PRIVATE ROOM INJURIES

A Detective who is injured in the line or performance of duty as a result of being the victim of a criminal assault shall be provided by the Port Authority with a private hospital room, if one is available, and, if there is reason for fear for the safety of the employee, a Detective guard.

XLI. SERVICE AND PERSONAL WEAPONS

The carrying and storage of weapons on and off duty shall be in accordance with PDI 7-1, revised September 1, 1981 with the agreement of the Association and further revised with the agreement of the Association, dated September, 1983. Notwithstanding any other provisions in this Memorandum of Agreement, the service handgun shall be a 9mm, semi-automatic as determined by the Superintendent of Police.

The only handgun which may be approved as an off duty and/or second handgun is a 9mm with double action and a magazine disconnect.

Effective July 2, 1998 any and all references to the .38 caliber revolver, equipment or ammunition related thereto shall be deemed modified to reflect the change in handgun from the .38 caliber revolver to the 9mm as set forth in Document "0".

P.D.I. 9-2 is abolished in its entirety and is no longer in effect.

The Port Authority will continue to retain the right to determine all aspects of pistol qualifications including, but not limited to, qualification procedures, qualification proficiency and qualification composition. The Port Authority will not remove the Detective's weapon for failure to qualify except pursuant to a determination of the Office of Medical

Services that the Detective's failure to quality was due to a medical condition. The Port Authority shall promulgate a Police Operating Instruction (POI) setting forth the Pistol Qualification Program.

A Detective who has failed to qualify with his service weapon shall be assigned to requalify with his service weapon on his next scheduled workday on which the Police Academy Range is open.

XLII. CONFIDENTIALITY

Except as required by applicable law, the Port Authority shall not disclose to any agency, person, corporation, etc., public or private, the telephone number, social security number or address of any employee without his written consent.

XLIII. CONTRACT BOOKLETS

The Port Authority, at its sole expense, shall furnish the Association with 500 copies of this Memorandum of Agreement within thirty (30) days after the execution of this Agreement and a computer disk containing the body of this Memorandum of Agreement and any documents annexed thereto which are new to or were revised for purposes of this Memorandum of Agreement.

XLIV. AGREEMENT ADMINISTRATION

The Port Authority agrees to make available to the Association all relevant data the Association may require to negotiate collectively and to properly administer the Agreement.

XLV. MILEAGE ALLOWANCES

Mileage allowances and reimbursement for parking and tolls shall continue to be paid in accordance with the policies set forth in PAI 15-3.05 as in effect on July, 1978 except that effective April 1, 1999, the mileage allowance shall be the maximum permissible standard mileage rate for business as provided by Internal Revenue Service Regulations and as adjusted over time pursuant to 26 CFR / 1.274-5T or successor provisions of the Internal Revenue Code or Regulations.

In the event a Detective is assigned to report to a non-Port Authority location or a Facility Police Command other than his assigned Facility Police Command for Port Authority medical examinations and/or training, mileage reimbursement between such non-Port Authority locations or a Facility Police Command and the Detective's assigned Facility Police Command, and reimbursement for parking and tolls, shall continue to be in accordance with the allowances provided for in this Section.

XLVI. LONG-TERM DISABILITY PROGRAM

1. Active Detectives who have a minimum of five years' continuous service as a Port Authority employee, and effective July 20, 1991, but commencing on July 21, 1991,

active Detectives who have a minimum of one year continuous service as a Port Authority employee will be covered by the Port Authority's Long-Term Disability Program created April 24, 1974 for managerial and professional employees, under which a covered Detective who is permanently disabled due to a non-job connected illness or injury is eligible to receive up to 60% of his annual base pay to age 65 from a combination of sources, including any New York State and Local Police and Fire Retirement System Ordinary Disability and Social Security Act benefits (and any other relevant payments), with the difference up to the 60% maximum (but no more than 50% of the Detective's base salary) to be provided by the Port Authority.

2. An active Detective who has a minimum of one year of continuous service as a Port Authority employee and who the Port Authority determines is permanently disabled due to an injury incurred in the line of duty but who has been denied by the New York State and Local Police and Fire Retirement System for both accidental disability retirement and performance of duty disability retirement shall be eligible for the benefits provided in Paragraph one of this Section under the same conditions as if the permanent disability was due to a non-job connected injury, except that, in addition thereto, the Detective must also apply for Workers' Compensation Law benefits as another source for meeting the 60% maximum of annual base pay, upon meeting the following criteria:

a) The Detective has applied to the New York State and Local Police and Fire Retirement System, based upon this injury incurred in the line of duty, for both accidental disability retirement and performance of duty disability retirement; and

b) The Detective has been determined by that System with respect thereto not to be qualified for either retirement; and,

c) The Detective has exhausted any right that he may have to administratively appeal any denial thereof by that System, excluding any action that the Detective may have to appeal his denial in the state or federal judicial system.

Nothing in this Section requires a Detective to apply for Workers' Compensation Law benefits in both New York and New Jersey.

3. As used in this section, the term "permanently disabled" shall mean "physically or mentally incapacitated for the performance of duty as a Detective," the term "Workers' Compensation Law" shall include both the New York Workers' Compensation Law and the New Jersey Workers' Compensation Act, and the term "Workers' Compensation Law benefits" shall not include payments of medical expenses or that portion, if any, of other Workers' Compensation Law benefits which is paid to a Detective for any period of time prior to the termination of his Port Authority employment.

4. Except as modified by Paragraph 2 herein, the Long Term Disability Program is annexed hereto as Document "V".

XLVII. PRIOR LETTERS OF AGREEMENT

The provisions of the prior letters of agreement, which are still valid, shall be deemed incorporated into the body of the contract. The said letters are annexed hereto as Exhibits.

XLVIII. DEFERRED COMPENSATION PLAN

During the term of this Memorandum of Agreement, so long as the Port Authority offers to any of its employees a deferred compensation plan pursuant to 26 U.S.C. Section 457, Detectives shall be eligible to participate on the same terms, conditions and basis.

XLIX. INDEMNIFICATION AND DEFENSE AGAINST CIVIL LIABILITY

1. During the term of this Memorandum of Agreement, for all claims or causes of action covered by the terms of this Section as set forth below which claims or causes of action may occur or be asserted during the term of this Memorandum of Agreement, and if such Detective has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and said Detective has fully cooperated in the defense thereof and has given the General Counsel of the Port Authority prompt notice of the claim or action against him, the Port Authority will, to the extent permitted by applicable law:

a. pay on behalf of any Detective all sums which the Detective shall become legally obligated to pay as damages because of acts or omissions arising out of the activities of one or more members of the Port Authority Police Force, within the scope of his employment as a Port Authority Detective including the following perils:

(i) False Arrest, False Imprisonment or Unlawful Detention;

(ii) Assault and/or Battery;

(iii) Malicious Prosecution;

(iv) Defamation, Libel, Slander, Humiliation or Violation of Right of Privacy (unless arising out of advertising), Occupancy or Wrongful Entry;

(v) Negligence;

(vi) False or Improper Service of Process;

(vii) Violation of Property Rights;

(viii) Personal Injury, Mental Anguish, Mental Injury and Shock;

(ix) Third Party Property Damage as a result of False Arrest (property of person being arrested); and

(x) Claims made or actions brought pursuant to the United States Constitution, or the Constitutions of the States of New York and New Jersey, or any law affording a civil right of action for damages by reason of an invasion of a civil right or liberty.

The coverage for assault and/or battery and/or third party property damage is limited to any acts of any Detective committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest or committed during the time that any person under arrest is in the care, custody or control of any Detective; in resisting an overt attempt to escape by a person in the care, custody or control of any Detective, or while in lawful confinement; or any other situation within the scope of his employment as a Port Authority Detective where the Detective has not used unjustifiable or excessive force.

2. Definitions. For purposes of this Section, the following terms are defined as indicated:

a. "Detective". In addition to its definition contained in Section I, Paragraph 1 of this Memorandum of Agreement, the word "Detective" shall include the heirs, executors, administrators or other legal representatives of a Detective in the event of his death or incapacity.

b. "Damages". The word "Damages" shall mean damages (and costs and interest included in any judgment entered) to the extent the Port Authority is permitted by applicable law to pay such damages.

3. With respect to the indemnity afforded by this Section the Port Authority shall, to the extent permitted by applicable law, defend, either through its General Counsel or such other counsel as it may choose in its discretion, any claim or suit against a Detective seeking damages to which this indemnity applies even if any of the allegations of the suit are groundless, false or fraudulent.

4. This Section shall not be subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement.

5. Nothing contained in this Section is intended otherwise to restrict the right of any Detective to pursue any available remedy, including a plenary court hearing.

6. The Port Authority may, in its discretion, discharge any or all of its obligations under this Section by the purchase of insurance coverage for such obligations.

L. NON-CIVIL CHARGES OR COMPLAINTS

1. With respect to a Detective who is a defendant in a given legal proceeding as a result of non-civil charges or complaints filed against him for events which occur on or after June 21, 1988, the Port Authority will pay reasonable counsel fees for the defense of said Detective provided that such charges or complaints are not preferred by or instituted on the complaint of the Port Authority or PATH, that the actions of the Detective arise out of, are directly related to and are in furtherance of the lawful exercise of police powers or other official duties of the Detective, and that the Detective is either found not guilty of all such charges or complaints or all such charges or complaints are dismissed with finality.

2. Effective January 1, 2005, counsel fee rates shall be as follows:

Partner or Senior Associate (more than 4 years after admission to the bar): $212.00 per hour.

Junior Associate (4 years or less since admission to the bar):

$157.00 per hour.

In January of each year thereafter the above amounts shall be changed by the percentage change in the Consumer Price Index for All Urban Consumers for the New York-Northeastern New Jersey area from the prior January.

3. Counsel fees reimbursable pursuant to this Section shall be paid within sixty days of submission.

LI. WORKING CONDITIONS AND ACCOMMODATIONS

Each Detective will be assigned a personal clothing locker at his permanently assigned Facility Police Command. Detectives will also be provided with a non-exclusive desk at each Facility Police Command with assigned Detectives. Sufficient filing and cabinet space shall be made available at the assigned Facility Police Command to provide storage for working files.

LII. POLICE VEHICLES AND RADIOS

1. "Large" sized vehicles, such as defined by NAFA, the National Association of Fleet Administrators, will continue to be provided for Detective purposes if available with Police packages. The Port Authority will apply periodically to the FCC for additional radio channels using, as its justification in the application, that such channels are necessary for Police purposes. Copies of all applications will be provided to the Association. If operationally feasible, one such channel shall be made available for use by the Criminal Investigation Bureau.

2. The Port Authority will continue to provide for air conditioning and electronic sirens to be installed in all Port Authority unmarked Police vehicles.

3. Electronic sirens and air conditioning will be provided in all surveillance vehicles, where feasible.

LIII. DRUG ABUSE TESTING PROCEDURE

The drug abuse testing procedure applicable to Detectives shall be as set forth in Appendix "M", annexed hereto.

LIV. POLICE COMMAND CONSOLIDATION

1. Effective on the date of execution of this Memorandum of Agreement, the following Facility Police Commands and Port Authority facilities are consolidated into four Consolidated Police Zones as follows:

a. JFK International Airport Facility Police Command/LaGuardia Airport Facility Police Command/Queens West Facility

b. Port Authority Bus Terminal Facility Police Command/Lincoln Tunnel Facility Police Command/George Washington Bridge Facility Police Command/PATH Facility Police Command/World Trade Center Facility Police Command/Holland Tunnel Facility Police Command/Brooklyn Piers Facility/ 225 and 233 Park Avenue Facility/One Madison Avenue Facility/Bathgate Facility/Yonkers Facility

c. Newark Liberty International Airport-Teterboro Facility Police Command/Port Newark-Port Elizabeth Facility Police Command/Staten Island Bridges-Teleport Facility Police Command/Howland Hook Facility/Port Ivory Facility/Essex County Resource and Recovery Center Facility/Jersey City AutoMarine Terminal Facility

d. Police Headquarters:

1) 11x7 NY

2) 11x7 NJ

3) Personnel and Property Security Investigations

4) Intelligence Unit (JFKIA)

5). Computer Ticket Fraud Unit (JFKIA)

6) Cargo Crime Prevention (JFKIA)

7) Auto Squad (JFKIA)

8) Major Case

9) Interagency Task Force Assignments

2. Notwithstanding the above consolidations, Detectives shall continue to be permanently assigned to individual Facility Police Commands and transfer lists shall continue to be maintained as provided in Document "C", annexed hereto, and facilities including but not limited to gun lockers, clothing lockers and mailboxes shall continue to be maintained at Facility Police Commands for the Detectives permanently assigned thereto.

LV. ON-CALL PAYMENT

A Detective assigned to an Interagency Task Force who is authorized by a Port Authority Supervisor to be "on call" status will receive one (1) hour of pay at his/her overtime rate for each eight (8) hour block of time or part thereof when he is "on call". If the Detective is required to report to duty on other than his regularly scheduled tour of duty, payment in accordance with Section XIII shall be made for all hours worked outside of that Detective's regularly scheduled tour of duty in addition to the "on call" payment enumerated herein. Absent further agreement, no Detectives, except those assigned to an Interagency Task Force, shall be placed on an "on call" status.

LVI. LOCKER SEARCH PROCEDURE

1. Non-criminal matters:

a) The search of lockers assigned to Detectives in connection with non-criminal matters may occur in the following circumstances:

i) Upon the death or separation from service of the Detective, the Port Authority Police Command staff may search that Detective's locker;

ii) The Port Authority Police Command staff may search a Detective's locker when reasonably related to an administrative investigation of the Detective;

iii) The Port Authority Police Command staff may search a Detective's locker to retrieve Port Authority property issued to the Detective;

iv) The Port Authority Police Command staff may search a Detective's locker to fulfill a legal obligation or in exigent circumstances;

b) The search must be approved by the Superintendent of Police, or, in his absence, by the individual he designates in writing as acting Superintendent of Police. Any memorandum designating an individual as acting Superintendent of Police shall be required to be copied to the DEA President under Section I, Paragraph 5 of the Memorandum of Agreement.

c) The Association must be given notice of a search and will be afforded a reasonable opportunity to attend the search. A representative of the DEA on the tour of duty of the search will be permitted to be a witness to the search. If no representative is working the tour of duty, the President of the DEA shall be

notified that no representatives are available. The President will be permitted three (3) hours to obtain an alternate witness for the search.

d) The search shall not be more intrusive than necessary to accomplish its purpose.

2. Searches of lockers in connection with criminal investigations will be governed solely by applicable law.

3. Upon notice to the pertinent Facility Police Command, the Port Authority Police Command staff may enter all police lockers not currently assigned to Detectives.

LVII. SPECIAL OPERATIONS DIVISION

1. In the event a Detective is assigned to the Special Operations Division (SOD) he shall receive, effective on the date of his assignment a quarterly stipend of two percent (2%) of the base salary of the Police Detective for the entire quarter.
2. For purposes of this stipend, the quarters shall be January through March, April through June, July through September, and October through December, and assignment to the SOD for any day in a quarter shall entitle the Detective to payment for the entire quarter.
3. The stipend due a Detective shall be paid by March 1 of the year following the year or part thereof the stipend was earned or within sixty (60) days of the date the Detective transfers out of the SOD.

LVIII. INSURANCE CARDS

The Port Authority will ensure that health care carriers, who provide identification cards, will issue such cards directly to employees upon enrollment in the provider's coverage.

LVIX. SAVINGS CLAUSE

1. If any provision of this Memorandum of Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Memorandum of Agreement.

2. All provisions of this Memorandum of Agreement, including but not limited to wages, fringe benefits, and all other conditions of employment, unless otherwise amended, shall remain in full force and effect until a new Memorandum of Agreement is executed.

LVX. TERM OF MEMORANDUM OF AGREEMENT

The term of this Memorandum of Agreement shall commence as of January 21, 2003 and expire January 20, 2010.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

Witness: _____

Witness: _____

Dated: April 12, 2005

PORT AUTHORITY DETECTIVES ENDOWMENT ASSOCIATION, INC.

By: _____

Witness: _____

Witness: _____

Appendix "A(1)"
Salary Ranges for Individuals Promoted to the Rank of
Detective (Job Specification 2601) Before 1/1/93

Effective 1/21/03

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,043.67	$79,135.42
2	After 1st Yr	$3,149.10	$81,876.60
3	After 2nd Yr	$3,513.50	$91,351.00

Effective 1/21/04

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,157.81	$82,103.06
2	After 1st Yr	$3,267.19	$84,946.94
3	After 2nd Yr	$3,645.26	$94,776.76

Effective 1/21/05

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,268.33	$84,976.58
2	After 1st Yr	$3,381.54	$87,920.04
3	After 2nd Yr	$3,772.84	$98,093.84

Effective 1/21/06

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,366.38	$87,525.88
2	After 1st Yr	$3,482.99	$90,557.74
3	After 2nd Yr	$3,886.03	$101,036.78

Effective 1/21/07

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,467.37	$90,151.62
2	After 1st Yr	$3,587.48	$93,274.48
3	After 2nd Yr	$4,002.61	$104,067.86

Effective 1/21/08

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,606.06	$93,757.56
2	After 1st Yr	$3,730.98	$97,005.48
3	After 2nd Yr	$4,162.71	$108,230.46

Effective 1/21/09

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,750.30	$97,507.80
2	After 1st Yr	$3,880.22	$100,885.72
3	After 2nd Yr	$4,329.22	$112,559.72

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/03

Step 1	Bi-Weekly	$3,043.67
	After 1 Year	$30.44
	After 2 Years	$45.66
	After 3 Years	$60.87
	After 4 Years	$76.09
	After 5 Years	$91.31
	After 6 Years	$106.53
	After 7 Years	$121.75
	After 8 Years	$136.97
	After 9 Years	$152.18
	After 10 Years	$167.40
	After 11 Years	$182.62
	After 12 Years	$197.84
	After 13 Years	$213.06
	After 14 Years	$228.28
	After 15 Years	$243.49
	After 16 Years	$258.71
	After 17 Years	$273.93
	After 18 Years	$289.15
	After 19 Years	$304.37
	After 20 Years	$319.59
	After 21 Years	$334.80
	After 22 Years	$350.02
	After 23 Years	$365.24
	After 24 Years	$380.46
	After 25 Years	$395.68
	After 26 Years	$410.90
	After 27 Years	$426.11
	After 28 Years	$441.33
	After 29 Years	$456.55

Effective 1/21/03

Step 2	Bi-Weekly	$3,149.10
	After 1 Year	$31.49
	After 2 Years	$47.24
	After 3 Years	$62.98
	After 4 Years	$78.73
	After 5 Years	$94.47
	After 6 Years	$110.22
	After 7 Years	$125.96
	After 8 Years	$141.71
	After 9 Years	$157.46
	After 10 Years	$173.20
	After 11 Years	$188.95
	After 12 Years	$204.69
	After 13 Years	$220.44
	After 14 Years	$236.18
	After 15 Years	$251.93
	After 16 Years	$267.67
	After 17 Years	$283.42
	After 18 Years	$299.16
	After 19 Years	$314.91
	After 20 Years	$330.66
	After 21 Years	$346.40
	After 22 Years	$362.15
	After 23 Years	$377.89
	After 24 Years	$393.64
	After 25 Years	$409.38
	After 26 Years	$425.13
	After 27 Years	$440.87
	After 28 Years	$456.62
	After 29 Years	$472.37

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/03

Step 3	Bi-Weekly	$3,513.50
	After 1 Year	$35.14
	After 2 Years	$52.70
	After 3 Years	$70.27
	After 4 Years	$87.84
	After 5 Years	$105.41
	After 6 Years	$122.97
	After 7 Years	$140.54
	After 8 Years	$158.11
	After 9 Years	$175.68
	After 10 Years	$193.24
	After 11 Years	$210.81
	After 12 Years	$228.38
	After 13 Years	$245.95
	After 14 Years	$263.51
	After 15 Years	$281.08
	After 16 Years	$298.65
	After 17 Years	$316.22
	After 18 Years	$333.78
	After 19 Years	$351.35
	After 20 Years	$368.92
	After 21 Years	$386.49
	After 22 Years	$404.05
	After 23 Years	$421.62
	After 24 Years	$439.19
	After 25 Years	$456.76
	After 26 Years	$474.32
	After 27 Years	$491.89
	After 28 Years	$509.46
	After 29 Years	$527.03

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/04

Step 1	Bi-Weekly	$3,157.81
	After 1 Year	$31.58
	After 2 Years	$47.37
	After 3 Years	$63.16
	After 4 Years	$78.95
	After 5 Years	$94.73
	After 6 Years	$110.52
	After 7 Years	$126.31
	After 8 Years	$142.10
	After 9 Years	$157.89
	After 10 Years	$173.68
	After 11 Years	$189.47
	After 12 Years	$205.26
	After 13 Years	$221.05
	After 14 Years	$236.84
	After 15 Years	$252.62
	After 16 Years	$268.41
	After 17 Years	$284.20
	After 18 Years	$299.99
	After 19 Years	$315.78
	After 20 Years	$331.57
	After 21 Years	$347.36
	After 22 Years	$363.15
	After 23 Years	$378.94
	After 24 Years	$394.73
	After 25 Years	$410.52
	After 26 Years	$426.30
	After 27 Years	$442.09
	After 28 Years	$457.88
	After 29 Years	$473.67

Effective 1/21/04

Step 2	Bi-Weekly	$3,267.19
	After 1 Year	$32.67
	After 2 Years	$49.01
	After 3 Years	$65.34
	After 4 Years	$81.68
	After 5 Years	$98.02
	After 6 Years	$114.35
	After 7 Years	$130.69
	After 8 Years	$147.02
	After 9 Years	$163.36
	After 10 Years	$179.70
	After 11 Years	$196.03
	After 12 Years	$212.37
	After 13 Years	$228.70
	After 14 Years	$245.04
	After 15 Years	$261.38
	After 16 Years	$277.71
	After 17 Years	$294.05
	After 18 Years	$310.38
	After 19 Years	$326.72
	After 20 Years	$343.05
	After 21 Years	$359.39
	After 22 Years	$375.73
	After 23 Years	$392.06
	After 24 Years	$408.40
	After 25 Years	$424.73
	After 26 Years	$441.07
	After 27 Years	$457.41
	After 28 Years	$473.74
	After 29 Years	$490.08

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/04

Step 3	Bi-Weekly	$3,645.26
	After 1 Year	$36.45
	After 2 Years	$54.68
	After 3 Years	$72.91
	After 4 Years	$91.13
	After 5 Years	$109.36
	After 6 Years	$127.58
	After 7 Years	$145.81
	After 8 Years	$164.04
	After 9 Years	$182.26
	After 10 Years	$200.49
	After 11 Years	$218.72
	After 12 Years	$236.94
	After 13 Years	$255.17
	After 14 Years	$273.39
	After 15 Years	$291.62
	After 16 Years	$309.85
	After 17 Years	$328.07
	After 18 Years	$346.30
	After 19 Years	$364.53
	After 20 Years	$382.75
	After 21 Years	$400.98
	After 22 Years	$419.20
	After 23 Years	$437.43
	After 24 Years	$455.66
	After 25 Years	$473.88
	After 26 Years	$492.11
	After 27 Years	$510.34
	After 28 Years	$528.56
	After 29 Years	$546.79

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/05

Step 1	Bi-Weekly	$3,268.33
	After 1 Year	$32.68
	After 2 Years	$49.02
	After 3 Years	$65.37
	After 4 Years	$81.71
	After 5 Years	$98.05
	After 6 Years	$114.39
	After 7 Years	$130.73
	After 8 Years	$147.07
	After 9 Years	$163.42
	After 10 Years	$179.76
	After 11 Years	$196.10
	After 12 Years	$212.44
	After 13 Years	$228.78
	After 14 Years	$245.12
	After 15 Years	$261.47
	After 16 Years	$277.81
	After 17 Years	$294.15
	After 18 Years	$310.49
	After 19 Years	$326.83
	After 20 Years	$343.17
	After 21 Years	$359.52
	After 22 Years	$375.86
	After 23 Years	$392.20
	After 24 Years	$408.54
	After 25 Years	$424.88
	After 26 Years	$441.22
	After 27 Years	$457.57
	After 28 Years	$473.91
	After 29 Years	$490.25

Effective 1/21/05

Step 2	Bi-Weekly	$3,381.54
	After 1 Year	$33.82
	After 2 Years	$50.72
	After 3 Years	$67.63
	After 4 Years	$84.54
	After 5 Years	$101.45
	After 6 Years	$118.35
	After 7 Years	$135.26
	After 8 Years	$152.17
	After 9 Years	$169.08
	After 10 Years	$185.98
	After 11 Years	$202.89
	After 12 Years	$219.80
	After 13 Years	$236.71
	After 14 Years	$253.62
	After 15 Years	$270.52
	After 16 Years	$287.43
	After 17 Years	$304.34
	After 18 Years	$321.25
	After 19 Years	$338.15
	After 20 Years	$355.06
	After 21 Years	$371.97
	After 22 Years	$388.88
	After 23 Years	$405.78
	After 24 Years	$422.69
	After 25 Years	$439.60
	After 26 Years	$456.51
	After 27 Years	$473.42
	After 28 Years	$490.32
	After 29 Years	$507.23

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/05

Step 3	Bi-Weekly	$3,772.84
	After 1 Year	$37.73
	After 2 Years	$56.59
	After 3 Years	$75.46
	After 4 Years	$94.32
	After 5 Years	$113.19
	After 6 Years	$132.05
	After 7 Years	$150.91
	After 8 Years	$169.78
	After 9 Years	$188.64
	After 10 Years	$207.51
	After 11 Years	$226.37
	After 12 Years	$245.23
	After 13 Years	$264.10
	After 14 Years	$282.96
	After 15 Years	$301.83
	After 16 Years	$320.69
	After 17 Years	$339.56
	After 18 Years	$358.42
	After 19 Years	$377.28
	After 20 Years	$396.15
	After 21 Years	$415.01
	After 22 Years	$433.88
	After 23 Years	$452.74
	After 24 Years	$471.61
	After 25 Years	$490.47
	After 26 Years	$509.33
	After 27 Years	$528.20
	After 28 Years	$547.06
	After 29 Years	$565.93

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/06

Step 1	Bi-Weekly	$3,366.38
	After 1 Year	$33.66
	After 2 Years	$50.50
	After 3 Years	$67.33
	After 4 Years	$84.16
	After 5 Years	$100.99
	After 6 Years	$117.82
	After 7 Years	$134.66
	After 8 Years	$151.49
	After 9 Years	$168.32
	After 10 Years	$185.15
	After 11 Years	$201.98
	After 12 Years	$218.81
	After 13 Years	$235.65
	After 14 Years	$252.48
	After 15 Years	$269.31
	After 16 Years	$286.14
	After 17 Years	$302.97
	After 18 Years	$319.81
	After 19 Years	$336.64
	After 20 Years	$353.47
	After 21 Years	$370.30
	After 22 Years	$387.13
	After 23 Years	$403.97
	After 24 Years	$420.80
	After 25 Years	$437.63
	After 26 Years	$454.46
	After 27 Years	$471.29
	After 28 Years	$488.13
	After 29 Years	$504.96

Effective 1/21/06

Step 2	Bi-Weekly	$3,482.99
	After 1 Year	$34.83
	After 2 Years	$52.24
	After 3 Years	$69.66
	After 4 Years	$87.07
	After 5 Years	$104.49
	After 6 Years	$121.90
	After 7 Years	$139.32
	After 8 Years	$156.73
	After 9 Years	$174.15
	After 10 Years	$191.56
	After 11 Years	$208.98
	After 12 Years	$226.39
	After 13 Years	$243.81
	After 14 Years	$261.22
	After 15 Years	$278.64
	After 16 Years	$296.05
	After 17 Years	$313.47
	After 18 Years	$330.88
	After 19 Years	$348.30
	After 20 Years	$365.71
	After 21 Years	$383.13
	After 22 Years	$400.54
	After 23 Years	$417.96
	After 24 Years	$435.37
	After 25 Years	$452.79
	After 26 Years	$470.20
	After 27 Years	$487.62
	After 28 Years	$505.03
	After 29 Years	$522.45

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/06

Step 3	Bi-Weekly	$3,886.03
	After 1 Year	$38.86
	After 2 Years	$58.29
	After 3 Years	$77.72
	After 4 Years	$97.15
	After 5 Years	$116.58
	After 6 Years	$136.01
	After 7 Years	$155.44
	After 8 Years	$174.87
	After 9 Years	$194.30
	After 10 Years	$213.73
	After 11 Years	$233.16
	After 12 Years	$252.59
	After 13 Years	$272.02
	After 14 Years	$291.45
	After 15 Years	$310.88
	After 16 Years	$330.31
	After 17 Years	$349.74
	After 18 Years	$369.17
	After 19 Years	$388.60
	After 20 Years	$408.03
	After 21 Years	$427.46
	After 22 Years	$446.89
	After 23 Years	$466.32
	After 24 Years	$485.75
	After 25 Years	$505.18
	After 26 Years	$524.61
	After 27 Years	$544.04
	After 28 Years	$563.47
	After 29 Years	$582.90

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/07

Step 1	Bi-Weekly	$3,467.37
	After 1 Year	$34.67
	After 2 Years	$52.01
	After 3 Years	$69.35
	After 4 Years	$86.68
	After 5 Years	$104.02
	After 6 Years	$121.36
	After 7 Years	$138.69
	After 8 Years	$156.03
	After 9 Years	$173.37
	After 10 Years	$190.71
	After 11 Years	$208.04
	After 12 Years	$225.38
	After 13 Years	$242.72
	After 14 Years	$260.05
	After 15 Years	$277.39
	After 16 Years	$294.73
	After 17 Years	$312.06
	After 18 Years	$329.40
	After 19 Years	$346.74
	After 20 Years	$364.07
	After 21 Years	$381.41
	After 22 Years	$398.75
	After 23 Years	$416.08
	After 24 Years	$433.42
	After 25 Years	$450.76
	After 26 Years	$468.09
	After 27 Years	$485.43
	After 28 Years	$502.77
	After 29 Years	$520.11

Effective 1/21/07

Step 2	Bi-Weekly	$3,587.48
	After 1 Year	$35.87
	After 2 Years	$53.81
	After 3 Years	$71.75
	After 4 Years	$89.69
	After 5 Years	$107.62
	After 6 Years	$125.56
	After 7 Years	$143.50
	After 8 Years	$161.44
	After 9 Years	$179.37
	After 10 Years	$197.31
	After 11 Years	$215.25
	After 12 Years	$233.19
	After 13 Years	$251.12
	After 14 Years	$269.06
	After 15 Years	$287.00
	After 16 Years	$304.94
	After 17 Years	$322.87
	After 18 Years	$340.81
	After 19 Years	$358.75
	After 20 Years	$376.69
	After 21 Years	$394.62
	After 22 Years	$412.56
	After 23 Years	$430.50
	After 24 Years	$448.44
	After 25 Years	$466.37
	After 26 Years	$484.31
	After 27 Years	$502.25
	After 28 Years	$520.18
	After 29 Years	$538.12

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/07

Step 3	Bi-Weekly	$4,002.61
	After 1 Year	$40.03
	After 2 Years	$60.04
	After 3 Years	$80.05
	After 4 Years	$100.07
	After 5 Years	$120.08
	After 6 Years	$140.09
	After 7 Years	$160.10
	After 8 Years	$180.12
	After 9 Years	$200.13
	After 10 Years	$220.14
	After 11 Years	$240.16
	After 12 Years	$260.17
	After 13 Years	$280.18
	After 14 Years	$300.20
	After 15 Years	$320.21
	After 16 Years	$340.22
	After 17 Years	$360.23
	After 18 Years	$380.25
	After 19 Years	$400.26
	After 20 Years	$420.27
	After 21 Years	$440.29
	After 22 Years	$460.30
	After 23 Years	$480.31
	After 24 Years	$500.33
	After 25 Years	$520.34
	After 26 Years	$540.35
	After 27 Years	$560.37
	After 28 Years	$580.38
	After 29 Years	$600.39

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/08

Step 1	Bi-Weekly	$3,606.06
	After 1 Year	$36.06
	After 2 Years	$54.09
	After 3 Years	$72.12
	After 4 Years	$90.15
	After 5 Years	$108.18
	After 6 Years	$126.21
	After 7 Years	$144.24
	After 8 Years	$162.27
	After 9 Years	$180.30
	After 10 Years	$198.33
	After 11 Years	$216.36
	After 12 Years	$234.39
	After 13 Years	$252.42
	After 14 Years	$270.45
	After 15 Years	$288.48
	After 16 Years	$306.52
	After 17 Years	$324.55
	After 18 Years	$342.58
	After 19 Years	$360.61
	After 20 Years	$378.64
	After 21 Years	$396.67
	After 22 Years	$414.70
	After 23 Years	$432.73
	After 24 Years	$450.76
	After 25 Years	$468.79
	After 26 Years	$486.82
	After 27 Years	$504.85
	After 28 Years	$522.88
	After 29 Years	$540.91

Effective 1/21/08

Step 2	Bi-Weekly	$3,730.98
	After 1 Year	$37.31
	After 2 Years	$55.96
	After 3 Years	$74.62
	After 4 Years	$93.27
	After 5 Years	$111.93
	After 6 Years	$130.58
	After 7 Years	$149.24
	After 8 Years	$167.89
	After 9 Years	$186.55
	After 10 Years	$205.20
	After 11 Years	$223.86
	After 12 Years	$242.51
	After 13 Years	$261.17
	After 14 Years	$279.82
	After 15 Years	$298.48
	After 16 Years	$317.13
	After 17 Years	$335.79
	After 18 Years	$354.44
	After 19 Years	$373.10
	After 20 Years	$391.75
	After 21 Years	$410.41
	After 22 Years	$429.06
	After 23 Years	$447.72
	After 24 Years	$466.37
	After 25 Years	$485.03
	After 26 Years	$503.68
	After 27 Years	$522.34
	After 28 Years	$540.99
	After 29 Years	$559.65

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/08

Step 3	Bi-Weekly	$4,162.71
	After 1 Year	$41.63
	After 2 Years	$62.44
	After 3 Years	$83.25
	After 4 Years	$104.07
	After 5 Years	$124.88
	After 6 Years	$145.69
	After 7 Years	$166.51
	After 8 Years	$187.32
	After 9 Years	$208.14
	After 10 Years	$228.95
	After 11 Years	$249.76
	After 12 Years	$270.58
	After 13 Years	$291.39
	After 14 Years	$312.20
	After 15 Years	$333.02
	After 16 Years	$353.83
	After 17 Years	$374.64
	After 18 Years	$395.46
	After 19 Years	$416.27
	After 20 Years	$437.08
	After 21 Years	$457.90
	After 22 Years	$478.71
	After 23 Years	$499.53
	After 24 Years	$520.34
	After 25 Years	$541.15
	After 26 Years	$561.97
	After 27 Years	$582.78
	After 28 Years	$603.59
	After 29 Years	$624.41

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/09

Step 1	Bi-Weekly	$3,750.30
	After 1 Year	$37.50
	After 2 Years	$56.25
	After 3 Years	$75.01
	After 4 Years	$93.76
	After 5 Years	$112.51
	After 6 Years	$131.26
	After 7 Years	$150.01
	After 8 Years	$168.76
	After 9 Years	$187.52
	After 10 Years	$206.27
	After 11 Years	$225.02
	After 12 Years	$243.77
	After 13 Years	$262.52
	After 14 Years	$281.27
	After 15 Years	$300.02
	After 16 Years	$318.78
	After 17 Years	$337.53
	After 18 Years	$356.28
	After 19 Years	$375.03
	After 20 Years	$393.78
	After 21 Years	$412.53
	After 22 Years	$431.28
	After 23 Years	$450.04
	After 24 Years	$468.79
	After 25 Years	$487.54
	After 26 Years	$506.29
	After 27 Years	$525.04
	After 28 Years	$543.79
	After 29 Years	$562.55

Effective 1/21/09

Step 2	Bi-Weekly	$3,880.22
	After 1 Year	$38.80
	After 2 Years	$58.20
	After 3 Years	$77.60
	After 4 Years	$97.01
	After 5 Years	$116.41
	After 6 Years	$135.81
	After 7 Years	$155.21
	After 8 Years	$174.61
	After 9 Years	$194.01
	After 10 Years	$213.41
	After 11 Years	$232.81
	After 12 Years	$252.21
	After 13 Years	$271.62
	After 14 Years	$291.02
	After 15 Years	$310.42
	After 16 Years	$329.82
	After 17 Years	$349.22
	After 18 Years	$368.62
	After 19 Years	$388.02
	After 20 Years	$407.42
	After 21 Years	$426.82
	After 22 Years	$446.23
	After 23 Years	$465.63
	After 24 Years	$485.03
	After 25 Years	$504.43
	After 26 Years	$523.83
	After 27 Years	$543.23
	After 28 Years	$562.63
	After 29 Years	$582.03

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) Before 1/1/93

Effective 1/21/09

Step 3	Bi-Weekly	$4,329.22
	After 1 Year	$43.29
	After 2 Years	$64.94
	After 3 Years	$86.58
	After 4 Years	$108.23
	After 5 Years	$129.88
	After 6 Years	$151.52
	After 7 Years	$173.17
	After 8 Years	$194.81
	After 9 Years	$216.46
	After 10 Years	$238.11
	After 11 Years	$259.75
	After 12 Years	$281.40
	After 13 Years	$303.05
	After 14 Years	$324.69
	After 15 Years	$346.34
	After 16 Years	$367.98
	After 17 Years	$389.63
	After 18 Years	$411.28
	After 19 Years	$432.92
	After 20 Years	$454.57
	After 21 Years	$476.21
	After 22 Years	$497.86
	After 23 Years	$519.51
	After 24 Years	$541.15
	After 25 Years	$562.80
	After 26 Years	$584.44
	After 27 Years	$606.09
	After 28 Years	$627.74
	After 29 Years	$649.38

Appendix "A(2)"
Salary Ranges for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/03

Step		Bi-Weekly	Annual
1	Upon Promotion	$2,947.53	$76,635.78
2	After 1st Yr	$3,079.34	$80,062.84
3	After 2nd Yr	$3,217.32	$83,650.32
4	After 3rd Yr	$3,361.54	$87,400.04
5	After 4th Yr	$3,513.50	$91,351.00

Effective 1/21/04

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,058.06	$79,509.56
2	After 1st Yr	$3,194.82	$83,065.32
3	After 2nd Yr	$3,337.97	$86,787.22
4	After 3rd Yr	$3,487.60	$90,677.60
5	After 4th Yr	$3,645.26	$94,776.76

Effective 1/21/05

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,165.09	$82,292.34
2	After 1st Yr	$3,306.64	$85,972.64
3	After 2nd Yr	$3,454.80	$89,824.80
4	After 3rd Yr	$3,609.67	$93,851.42
5	After 4th Yr	$3,772.84	$98,093.84

Effective 1/21/06

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,260.04	$84,761.04
2	After 1st Yr	$3,405.84	$88,551.84
3	After 2nd Yr	$3,558.44	$92,519.44
4	After 3rd Yr	$3,717.96	$96,666.96
5	After 4th Yr	$3,886.03	$101,036.78

Effective 1/21/07

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,357.84	$87,303.84
2	After 1st Yr	$3,508.02	$91,208.52
3	After 2nd Yr	$3,665.19	$95,294.94
4	After 3rd Yr	$3,829.50	$99,567.00
5	After 4th Yr	$4,002.61	$104,067.86

Effective 1/21/08

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,492.15	$90,795.90
2	After 1st Yr	$3,648.34	$94,856.84
3	After 2nd Yr	$3,811.80	$99,106.80
4	After 3rd Yr	$3,982.68	$103,549.68
5	After 4th Yr	$4,162.71	$108,230.46

Effective 1/21/09

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,631.84	$94,427.84
2	After 1st Yr	$3,794.27	$98,651.02
3	After 2nd Yr	$3,964.27	$103,071.02
4	After 3rd Yr	$4,141.99	$107,691.74
5	After 4th Yr	$4,329.22	$112,559.72

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/03

Step 1	Bi-Weekly	$2,947.53
	After 1 Year	$29.48
	After 2 Years	$44.21
	After 3 Years	$58.95
	After 4 Years	$73.69
	After 5 Years	$88.43
	After 6 Years	$103.16
	After 7 Years	$117.90
	After 8 Years	$132.64
	After 9 Years	$147.38
	After 10 Years	$162.11
	After 11 Years	$176.85
	After 12 Years	$191.59
	After 13 Years	$206.33
	After 14 Years	$221.06
	After 15 Years	$235.80
	After 16 Years	$250.54
	After 17 Years	$265.28
	After 18 Years	$280.02
	After 19 Years	$294.75
	After 20 Years	$309.49
	After 21 Years	$324.23
	After 22 Years	$338.97
	After 23 Years	$353.70
	After 24 Years	$368.44
	After 25 Years	$383.18
	After 26 Years	$397.92
	After 27 Years	$412.65
	After 28 Years	$427.39
	After 29 Years	$442.13

Effective 1/21/03

Step 2	Bi-Weekly	$3,079.34
	After 1 Year	$30.79
	After 2 Years	$46.19
	After 3 Years	$61.59
	After 4 Years	$76.98
	After 5 Years	$92.38
	After 6 Years	$107.78
	After 7 Years	$123.17
	After 8 Years	$138.57
	After 9 Years	$153.97
	After 10 Years	$169.36
	After 11 Years	$184.76
	After 12 Years	$200.16
	After 13 Years	$215.55
	After 14 Years	$230.95
	After 15 Years	$246.35
	After 16 Years	$261.74
	After 17 Years	$277.14
	After 18 Years	$292.54
	After 19 Years	$307.93
	After 20 Years	$323.33
	After 21 Years	$338.73
	After 22 Years	$354.12
	After 23 Years	$369.52
	After 24 Years	$384.92
	After 25 Years	$400.31
	After 26 Years	$415.71
	After 27 Years	$431.11
	After 28 Years	$446.50
	After 29 Years	$461.90

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/03

Step 3	Bi-Weekly	$3,217.32
	After 1 Year	$32.17
	After 2 Years	$48.26
	After 3 Years	$64.35
	After 4 Years	$80.43
	After 5 Years	$96.52
	After 6 Years	$112.61
	After 7 Years	$128.69
	After 8 Years	$144.78
	After 9 Years	$160.87
	After 10 Years	$176.95
	After 11 Years	$193.04
	After 12 Years	$209.13
	After 13 Years	$225.21
	After 14 Years	$241.30
	After 15 Years	$257.39
	After 16 Years	$273.47
	After 17 Years	$289.56
	After 18 Years	$305.65
	After 19 Years	$321.73
	After 20 Years	$337.82
	After 21 Years	$353.91
	After 22 Years	$369.99
	After 23 Years	$386.08
	After 24 Years	$402.17
	After 25 Years	$418.25
	After 26 Years	$434.34
	After 27 Years	$450.42
	After 28 Years	$466.51
	After 29 Years	$482.60

Effective 1/21/03

Step 4	Bi-Weekly	$3,361.54
	After 1 Year	$33.62
	After 2 Years	$50.42
	After 3 Years	$67.23
	After 4 Years	$84.04
	After 5 Years	$100.85
	After 6 Years	$117.65
	After 7 Years	$134.46
	After 8 Years	$151.27
	After 9 Years	$168.08
	After 10 Years	$184.88
	After 11 Years	$201.69
	After 12 Years	$218.50
	After 13 Years	$235.31
	After 14 Years	$252.12
	After 15 Years	$268.92
	After 16 Years	$285.73
	After 17 Years	$302.54
	After 18 Years	$319.35
	After 19 Years	$336.15
	After 20 Years	$352.96
	After 21 Years	$369.77
	After 22 Years	$386.58
	After 23 Years	$403.38
	After 24 Years	$420.19
	After 25 Years	$437.00
	After 26 Years	$453.81
	After 27 Years	$470.62
	After 28 Years	$487.42
	After 29 Years	$504.23

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/03

Step 5	Bi-Weekly	$3,513.50
	After 1 Year	$35.14
	After 2 Years	$52.70
	After 3 Years	$70.27
	After 4 Years	$87.84
	After 5 Years	$105.41
	After 6 Years	$122.97
	After 7 Years	$140.54
	After 8 Years	$158.11
	After 9 Years	$175.68
	After 10 Years	$193.24
	After 11 Years	$210.81
	After 12 Years	$228.38
	After 13 Years	$245.95
	After 14 Years	$263.51
	After 15 Years	$281.08
	After 16 Years	$298.65
	After 17 Years	$316.22
	After 18 Years	$333.78
	After 19 Years	$351.35
	After 20 Years	$368.92
	After 21 Years	$386.49
	After 22 Years	$404.05
	After 23 Years	$421.62
	After 24 Years	$439.19
	After 25 Years	$456.76
	After 26 Years	$474.32
	After 27 Years	$491.89
	After 28 Years	$509.46
	After 29 Years	$527.03

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/04

Step 1	Bi-Weekly	$3,058.06
	After 1 Year	$30.58
	After 2 Years	$45.87
	After 3 Years	$61.16
	After 4 Years	$76.45
	After 5 Years	$91.74
	After 6 Years	$107.03
	After 7 Years	$122.32
	After 8 Years	$137.61
	After 9 Years	$152.90
	After 10 Years	$168.19
	After 11 Years	$183.48
	After 12 Years	$198.77
	After 13 Years	$214.06
	After 14 Years	$229.35
	After 15 Years	$244.64
	After 16 Years	$259.94
	After 17 Years	$275.23
	After 18 Years	$290.52
	After 19 Years	$305.81
	After 20 Years	$321.10
	After 21 Years	$336.39
	After 22 Years	$351.68
	After 23 Years	$366.97
	After 24 Years	$382.26
	After 25 Years	$397.55
	After 26 Years	$412.84
	After 27 Years	$428.13
	After 28 Years	$443.42
	After 29 Years	$458.71

Effective 1/21/04

Step 2	Bi-Weekly	$3,194.82
	After 1 Year	$31.95
	After 2 Years	$47.92
	After 3 Years	$63.90
	After 4 Years	$79.87
	After 5 Years	$95.84
	After 6 Years	$111.82
	After 7 Years	$127.79
	After 8 Years	$143.77
	After 9 Years	$159.74
	After 10 Years	$175.72
	After 11 Years	$191.69
	After 12 Years	$207.66
	After 13 Years	$223.64
	After 14 Years	$239.61
	After 15 Years	$255.59
	After 16 Years	$271.56
	After 17 Years	$287.53
	After 18 Years	$303.51
	After 19 Years	$319.48
	After 20 Years	$335.46
	After 21 Years	$351.43
	After 22 Years	$367.40
	After 23 Years	$383.38
	After 24 Years	$399.35
	After 25 Years	$415.33
	After 26 Years	$431.30
	After 27 Years	$447.27
	After 28 Years	$463.25
	After 29 Years	$479.22

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/04

Step 3	Bi-Weekly	$3,337.97
	After 1 Year	$33.38
	After 2 Years	$50.07
	After 3 Years	$66.76
	After 4 Years	$83.45
	After 5 Years	$100.14
	After 6 Years	$116.83
	After 7 Years	$133.52
	After 8 Years	$150.21
	After 9 Years	$166.90
	After 10 Years	$183.59
	After 11 Years	$200.28
	After 12 Years	$216.97
	After 13 Years	$233.66
	After 14 Years	$250.35
	After 15 Years	$267.04
	After 16 Years	$283.73
	After 17 Years	$300.42
	After 18 Years	$317.11
	After 19 Years	$333.80
	After 20 Years	$350.49
	After 21 Years	$367.18
	After 22 Years	$383.87
	After 23 Years	$400.56
	After 24 Years	$417.25
	After 25 Years	$433.94
	After 26 Years	$450.63
	After 27 Years	$467.32
	After 28 Years	$484.01
	After 29 Years	$500.70

Effective 1/21/04

Step 4	Bi-Weekly	$3,487.60
	After 1 Year	$34.88
	After 2 Years	$52.31
	After 3 Years	$69.75
	After 4 Years	$87.19
	After 5 Years	$104.63
	After 6 Years	$122.07
	After 7 Years	$139.50
	After 8 Years	$156.94
	After 9 Years	$174.38
	After 10 Years	$191.82
	After 11 Years	$209.26
	After 12 Years	$226.69
	After 13 Years	$244.13
	After 14 Years	$261.57
	After 15 Years	$279.01
	After 16 Years	$296.45
	After 17 Years	$313.88
	After 18 Years	$331.32
	After 19 Years	$348.76
	After 20 Years	$366.20
	After 21 Years	$383.64
	After 22 Years	$401.07
	After 23 Years	$418.51
	After 24 Years	$435.95
	After 25 Years	$453.39
	After 26 Years	$470.83
	After 27 Years	$488.26
	After 28 Years	$505.70
	After 29 Years	$523.14

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/04

Step 5	Bi-Weekly	$3,645.26
	After 1 Year	$36.45
	After 2 Years	$54.68
	After 3 Years	$72.91
	After 4 Years	$91.13
	After 5 Years	$109.36
	After 6 Years	$127.58
	After 7 Years	$145.81
	After 8 Years	$164.04
	After 9 Years	$182.26
	After 10 Years	$200.49
	After 11 Years	$218.72
	After 12 Years	$236.94
	After 13 Years	$255.17
	After 14 Years	$273.39
	After 15 Years	$291.62
	After 16 Years	$309.85
	After 17 Years	$328.07
	After 18 Years	$346.30
	After 19 Years	$364.53
	After 20 Years	$382.75
	After 21 Years	$400.98
	After 22 Years	$419.20
	After 23 Years	$437.43
	After 24 Years	$455.66
	After 25 Years	$473.88
	After 26 Years	$492.11
	After 27 Years	$510.34
	After 28 Years	$528.56
	After 29 Years	$546.79

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/05

Step 1	Bi-Weekly	$3,165.09
	After 1 Year	$31.65
	After 2 Years	$47.48
	After 3 Years	$63.30
	After 4 Years	$79.13
	After 5 Years	$94.95
	After 6 Years	$110.78
	After 7 Years	$126.60
	After 8 Years	$142.43
	After 9 Years	$158.25
	After 10 Years	$174.08
	After 11 Years	$189.91
	After 12 Years	$205.73
	After 13 Years	$221.56
	After 14 Years	$237.38
	After 15 Years	$253.21
	After 16 Years	$269.03
	After 17 Years	$284.86
	After 18 Years	$300.68
	After 19 Years	$316.51
	After 20 Years	$332.33
	After 21 Years	$348.16
	After 22 Years	$363.99
	After 23 Years	$379.81
	After 24 Years	$395.64
	After 25 Years	$411.46
	After 26 Years	$427.29
	After 27 Years	$443.11
	After 28 Years	$458.94
	After 29 Years	$474.76

Effective 1/21/05

Step 2	Bi-Weekly	$3,306.64
	After 1 Year	$33.07
	After 2 Years	$49.60
	After 3 Years	$66.13
	After 4 Years	$82.67
	After 5 Years	$99.20
	After 6 Years	$115.73
	After 7 Years	$132.27
	After 8 Years	$148.80
	After 9 Years	$165.33
	After 10 Years	$181.87
	After 11 Years	$198.40
	After 12 Years	$214.93
	After 13 Years	$231.46
	After 14 Years	$248.00
	After 15 Years	$264.53
	After 16 Years	$281.06
	After 17 Years	$297.60
	After 18 Years	$314.13
	After 19 Years	$330.66
	After 20 Years	$347.20
	After 21 Years	$363.73
	After 22 Years	$380.26
	After 23 Years	$396.80
	After 24 Years	$413.33
	After 25 Years	$429.86
	After 26 Years	$446.40
	After 27 Years	$462.93
	After 28 Years	$479.46
	After 29 Years	$496.00

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/05

Step 3	Bi-Weekly	$3,454.80
	After 1 Year	$34.55
	After 2 Years	$51.82
	After 3 Years	$69.10
	After 4 Years	$86.37
	After 5 Years	$103.64
	After 6 Years	$120.92
	After 7 Years	$138.19
	After 8 Years	$155.47
	After 9 Years	$172.74
	After 10 Years	$190.01
	After 11 Years	$207.29
	After 12 Years	$224.56
	After 13 Years	$241.84
	After 14 Years	$259.11
	After 15 Years	$276.38
	After 16 Years	$293.66
	After 17 Years	$310.93
	After 18 Years	$328.21
	After 19 Years	$345.48
	After 20 Years	$362.75
	After 21 Years	$380.03
	After 22 Years	$397.30
	After 23 Years	$414.58
	After 24 Years	$431.85
	After 25 Years	$449.12
	After 26 Years	$466.40
	After 27 Years	$483.67
	After 28 Years	$500.95
	After 29 Years	$518.22

Effective 1/21/05

Step 4	Bi-Weekly	$3,609.67
	After 1 Year	$36.10
	After 2 Years	$54.15
	After 3 Years	$72.19
	After 4 Years	$90.24
	After 5 Years	$108.29
	After 6 Years	$126.34
	After 7 Years	$144.39
	After 8 Years	$162.44
	After 9 Years	$180.48
	After 10 Years	$198.53
	After 11 Years	$216.58
	After 12 Years	$234.63
	After 13 Years	$252.68
	After 14 Years	$270.73
	After 15 Years	$288.77
	After 16 Years	$306.82
	After 17 Years	$324.87
	After 18 Years	$342.92
	After 19 Years	$360.97
	After 20 Years	$379.02
	After 21 Years	$397.06
	After 22 Years	$415.11
	After 23 Years	$433.16
	After 24 Years	$451.21
	After 25 Years	$469.26
	After 26 Years	$487.31
	After 27 Years	$505.35
	After 28 Years	$523.40
	After 29 Years	$541.45

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/05

Step 5	Bi-Weekly	$3,772.84
	After 1 Year	$37.73
	After 2 Years	$56.59
	After 3 Years	$75.46
	After 4 Years	$94.32
	After 5 Years	$113.19
	After 6 Years	$132.05
	After 7 Years	$150.91
	After 8 Years	$169.78
	After 9 Years	$188.64
	After 10 Years	$207.51
	After 11 Years	$226.37
	After 12 Years	$245.23
	After 13 Years	$264.10
	After 14 Years	$282.96
	After 15 Years	$301.83
	After 16 Years	$320.69
	After 17 Years	$339.56
	After 18 Years	$358.42
	After 19 Years	$377.28
	After 20 Years	$396.15
	After 21 Years	$415.01
	After 22 Years	$433.88
	After 23 Years	$452.74
	After 24 Years	$471.61
	After 25 Years	$490.47
	After 26 Years	$509.33
	After 27 Years	$528.20
	After 28 Years	$547.06
	After 29 Years	$565.93

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/06

Step 1	Bi-Weekly	$3,260.04
	After 1 Year	$32.60
	After 2 Years	$48.90
	After 3 Years	$65.20
	After 4 Years	$81.50
	After 5 Years	$97.80
	After 6 Years	$114.10
	After 7 Years	$130.40
	After 8 Years	$146.70
	After 9 Years	$163.00
	After 10 Years	$179.30
	After 11 Years	$195.60
	After 12 Years	$211.90
	After 13 Years	$228.20
	After 14 Years	$244.50
	After 15 Years	$260.80
	After 16 Years	$277.10
	After 17 Years	$293.40
	After 18 Years	$309.70
	After 19 Years	$326.00
	After 20 Years	$342.30
	After 21 Years	$358.60
	After 22 Years	$374.90
	After 23 Years	$391.20
	After 24 Years	$407.51
	After 25 Years	$423.81
	After 26 Years	$440.11
	After 27 Years	$456.41
	After 28 Years	$472.71
	After 29 Years	$489.01

Effective 1/21/06

Step 2	Bi-Weekly	$3,405.84
	After 1 Year	$34.06
	After 2 Years	$51.09
	After 3 Years	$68.12
	After 4 Years	$85.15
	After 5 Years	$102.18
	After 6 Years	$119.20
	After 7 Years	$136.23
	After 8 Years	$153.26
	After 9 Years	$170.29
	After 10 Years	$187.32
	After 11 Years	$204.35
	After 12 Years	$221.38
	After 13 Years	$238.41
	After 14 Years	$255.44
	After 15 Years	$272.47
	After 16 Years	$289.50
	After 17 Years	$306.53
	After 18 Years	$323.55
	After 19 Years	$340.58
	After 20 Years	$357.61
	After 21 Years	$374.64
	After 22 Years	$391.67
	After 23 Years	$408.70
	After 24 Years	$425.73
	After 25 Years	$442.76
	After 26 Years	$459.79
	After 27 Years	$476.82
	After 28 Years	$493.85
	After 29 Years	$510.88

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/06

Step 3	Bi-Weekly	$3,558.44
	After 1 Year	$35.58
	After 2 Years	$53.38
	After 3 Years	$71.17
	After 4 Years	$88.96
	After 5 Years	$106.75
	After 6 Years	$124.55
	After 7 Years	$142.34
	After 8 Years	$160.13
	After 9 Years	$177.92
	After 10 Years	$195.71
	After 11 Years	$213.51
	After 12 Years	$231.30
	After 13 Years	$249.09
	After 14 Years	$266.88
	After 15 Years	$284.68
	After 16 Years	$302.47
	After 17 Years	$320.26
	After 18 Years	$338.05
	After 19 Years	$355.84
	After 20 Years	$373.64
	After 21 Years	$391.43
	After 22 Years	$409.22
	After 23 Years	$427.01
	After 24 Years	$444.81
	After 25 Years	$462.60
	After 26 Years	$480.39
	After 27 Years	$498.18
	After 28 Years	$515.97
	After 29 Years	$533.77

Effective 1/21/06

Step 4	Bi-Weekly	$3,717.96
	After 1 Year	$37.18
	After 2 Years	$55.77
	After 3 Years	$74.36
	After 4 Years	$92.95
	After 5 Years	$111.54
	After 6 Years	$130.13
	After 7 Years	$148.72
	After 8 Years	$167.31
	After 9 Years	$185.90
	After 10 Years	$204.49
	After 11 Years	$223.08
	After 12 Years	$241.67
	After 13 Years	$260.26
	After 14 Years	$278.85
	After 15 Years	$297.44
	After 16 Years	$316.03
	After 17 Years	$334.62
	After 18 Years	$353.21
	After 19 Years	$371.80
	After 20 Years	$390.39
	After 21 Years	$408.98
	After 22 Years	$427.57
	After 23 Years	$446.16
	After 24 Years	$464.75
	After 25 Years	$483.33
	After 26 Years	$501.92
	After 27 Years	$520.51
	After 28 Years	$539.10
	After 29 Years	$557.69

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/06

Step 5	Bi-Weekly	$3,886.03
	After 1 Year	$38.86
	After 2 Years	$58.29
	After 3 Years	$77.72
	After 4 Years	$97.15
	After 5 Years	$116.58
	After 6 Years	$136.01
	After 7 Years	$155.44
	After 8 Years	$174.87
	After 9 Years	$194.30
	After 10 Years	$213.73
	After 11 Years	$233.16
	After 12 Years	$252.59
	After 13 Years	$272.02
	After 14 Years	$291.45
	After 15 Years	$310.88
	After 16 Years	$330.31
	After 17 Years	$349.74
	After 18 Years	$369.17
	After 19 Years	$388.60
	After 20 Years	$408.03
	After 21 Years	$427.46
	After 22 Years	$446.89
	After 23 Years	$466.32
	After 24 Years	$485.75
	After 25 Years	$505.18
	After 26 Years	$524.61
	After 27 Years	$544.04
	After 28 Years	$563.47
	After 29 Years	$582.90

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/07

Step 1	Bi-Weekly	$3,357.84
	After 1 Year	$33.58
	After 2 Years	$50.37
	After 3 Years	$67.16
	After 4 Years	$83.95
	After 5 Years	$100.74
	After 6 Years	$117.52
	After 7 Years	$134.31
	After 8 Years	$151.10
	After 9 Years	$167.89
	After 10 Years	$184.68
	After 11 Years	$201.47
	After 12 Years	$218.26
	After 13 Years	$235.05
	After 14 Years	$251.84
	After 15 Years	$268.63
	After 16 Years	$285.42
	After 17 Years	$302.21
	After 18 Years	$318.99
	After 19 Years	$335.78
	After 20 Years	$352.57
	After 21 Years	$369.36
	After 22 Years	$386.15
	After 23 Years	$402.94
	After 24 Years	$419.73
	After 25 Years	$436.52
	After 26 Years	$453.31
	After 27 Years	$470.10
	After 28 Years	$486.89
	After 29 Years	$503.68

Effective 1/21/07

Step 2	Bi-Weekly	$3,508.02
	After 1 Year	$35.08
	After 2 Years	$52.62
	After 3 Years	$70.16
	After 4 Years	$87.70
	After 5 Years	$105.24
	After 6 Years	$122.78
	After 7 Years	$140.32
	After 8 Years	$157.86
	After 9 Years	$175.40
	After 10 Years	$192.94
	After 11 Years	$210.48
	After 12 Years	$228.02
	After 13 Years	$245.56
	After 14 Years	$263.10
	After 15 Years	$280.64
	After 16 Years	$298.18
	After 17 Years	$315.72
	After 18 Years	$333.26
	After 19 Years	$350.80
	After 20 Years	$368.34
	After 21 Years	$385.88
	After 22 Years	$403.42
	After 23 Years	$420.96
	After 24 Years	$438.50
	After 25 Years	$456.04
	After 26 Years	$473.58
	After 27 Years	$491.12
	After 28 Years	$508.66
	After 29 Years	$526.20

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/07

Step 3	Bi-Weekly	$3,665.19
	After 1 Year	$36.65
	After 2 Years	$54.98
	After 3 Years	$73.30
	After 4 Years	$91.63
	After 5 Years	$109.96
	After 6 Years	$128.28
	After 7 Years	$146.61
	After 8 Years	$164.93
	After 9 Years	$183.26
	After 10 Years	$201.59
	After 11 Years	$219.91
	After 12 Years	$238.24
	After 13 Years	$256.56
	After 14 Years	$274.89
	After 15 Years	$293.22
	After 16 Years	$311.54
	After 17 Years	$329.87
	After 18 Years	$348.19
	After 19 Years	$366.52
	After 20 Years	$384.84
	After 21 Years	$403.17
	After 22 Years	$421.50
	After 23 Years	$439.82
	After 24 Years	$458.15
	After 25 Years	$476.47
	After 26 Years	$494.80
	After 27 Years	$513.13
	After 28 Years	$531.45
	After 29 Years	$549.78

Effective 1/21/07

Step 4	Bi-Weekly	$3,829.50
	After 1 Year	$38.30
	After 2 Years	$57.44
	After 3 Years	$76.59
	After 4 Years	$95.74
	After 5 Years	$114.89
	After 6 Years	$134.03
	After 7 Years	$153.18
	After 8 Years	$172.33
	After 9 Years	$191.48
	After 10 Years	$210.62
	After 11 Years	$229.77
	After 12 Years	$248.92
	After 13 Years	$268.07
	After 14 Years	$287.21
	After 15 Years	$306.36
	After 16 Years	$325.51
	After 17 Years	$344.66
	After 18 Years	$363.80
	After 19 Years	$382.95
	After 20 Years	$402.10
	After 21 Years	$421.25
	After 22 Years	$440.39
	After 23 Years	$459.54
	After 24 Years	$478.69
	After 25 Years	$497.84
	After 26 Years	$516.98
	After 27 Years	$536.13
	After 28 Years	$555.28
	After 29 Years	$574.43

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/07

Step 5	Bi-Weekly	$4,002.61
	After 1 Year	$40.03
	After 2 Years	$60.04
	After 3 Years	$80.05
	After 4 Years	$100.07
	After 5 Years	$120.08
	After 6 Years	$140.09
	After 7 Years	$160.10
	After 8 Years	$180.12
	After 9 Years	$200.13
	After 10 Years	$220.14
	After 11 Years	$240.16
	After 12 Years	$260.17
	After 13 Years	$280.18
	After 14 Years	$300.20
	After 15 Years	$320.21
	After 16 Years	$340.22
	After 17 Years	$360.23
	After 18 Years	$380.25
	After 19 Years	$400.26
	After 20 Years	$420.27
	After 21 Years	$440.29
	After 22 Years	$460.30
	After 23 Years	$480.31
	After 24 Years	$500.33
	After 25 Years	$520.34
	After 26 Years	$540.35
	After 27 Years	$560.37
	After 28 Years	$580.38
	After 29 Years	$600.39

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/08

Step 1	Bi-Weekly	$3,492.15
	After 1 Year	$34.92
	After 2 Years	$52.38
	After 3 Years	$69.84
	After 4 Years	$87.30
	After 5 Years	$104.76
	After 6 Years	$122.23
	After 7 Years	$139.69
	After 8 Years	$157.15
	After 9 Years	$174.61
	After 10 Years	$192.07
	After 11 Years	$209.53
	After 12 Years	$226.99
	After 13 Years	$244.45
	After 14 Years	$261.91
	After 15 Years	$279.37
	After 16 Years	$296.83
	After 17 Years	$314.29
	After 18 Years	$331.75
	After 19 Years	$349.22
	After 20 Years	$366.68
	After 21 Years	$384.14
	After 22 Years	$401.60
	After 23 Years	$419.06
	After 24 Years	$436.52
	After 25 Years	$453.98
	After 26 Years	$471.44
	After 27 Years	$488.90
	After 28 Years	$506.36
	After 29 Years	$523.82

Effective 1/21/08

Step 2	Bi-Weekly	$3,648.34
	After 1 Year	$36.48
	After 2 Years	$54.73
	After 3 Years	$72.97
	After 4 Years	$91.21
	After 5 Years	$109.45
	After 6 Years	$127.69
	After 7 Years	$145.93
	After 8 Years	$164.18
	After 9 Years	$182.42
	After 10 Years	$200.66
	After 11 Years	$218.90
	After 12 Years	$237.14
	After 13 Years	$255.38
	After 14 Years	$273.63
	After 15 Years	$291.87
	After 16 Years	$310.11
	After 17 Years	$328.35
	After 18 Years	$346.59
	After 19 Years	$364.83
	After 20 Years	$383.08
	After 21 Years	$401.32
	After 22 Years	$419.56
	After 23 Years	$437.80
	After 24 Years	$456.04
	After 25 Years	$474.28
	After 26 Years	$492.53
	After 27 Years	$510.77
	After 28 Years	$529.01
	After 29 Years	$547.25

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/08

Step 3	Bi-Weekly	$3,811.80
	After 1 Year	$38.12
	After 2 Years	$57.18
	After 3 Years	$76.24
	After 4 Years	$95.30
	After 5 Years	$114.35
	After 6 Years	$133.41
	After 7 Years	$152.47
	After 8 Years	$171.53
	After 9 Years	$190.59
	After 10 Years	$209.65
	After 11 Years	$228.71
	After 12 Years	$247.77
	After 13 Years	$266.83
	After 14 Years	$285.89
	After 15 Years	$304.94
	After 16 Years	$324.00
	After 17 Years	$343.06
	After 18 Years	$362.12
	After 19 Years	$381.18
	After 20 Years	$400.24
	After 21 Years	$419.30
	After 22 Years	$438.36
	After 23 Years	$457.42
	After 24 Years	$476.48
	After 25 Years	$495.53
	After 26 Years	$514.59
	After 27 Years	$533.65
	After 28 Years	$552.71
	After 29 Years	$571.77

Effective 1/21/08

Step 4	Bi-Weekly	$3,982.68
	After 1 Year	$39.83
	After 2 Years	$59.74
	After 3 Years	$79.65
	After 4 Years	$99.57
	After 5 Years	$119.48
	After 6 Years	$139.39
	After 7 Years	$159.31
	After 8 Years	$179.22
	After 9 Years	$199.13
	After 10 Years	$219.05
	After 11 Years	$238.96
	After 12 Years	$258.87
	After 13 Years	$278.79
	After 14 Years	$298.70
	After 15 Years	$318.61
	After 16 Years	$338.53
	After 17 Years	$358.44
	After 18 Years	$378.35
	After 19 Years	$398.27
	After 20 Years	$418.18
	After 21 Years	$438.09
	After 22 Years	$458.01
	After 23 Years	$477.92
	After 24 Years	$497.84
	After 25 Years	$517.75
	After 26 Years	$537.66
	After 27 Years	$557.58
	After 28 Years	$577.49
	After 29 Years	$597.40

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/08

Step 5	Bi-Weekly	$4,162.71
	After 1 Year	$41.63
	After 2 Years	$62.44
	After 3 Years	$83.25
	After 4 Years	$104.07
	After 5 Years	$124.88
	After 6 Years	$145.69
	After 7 Years	$166.51
	After 8 Years	$187.32
	After 9 Years	$208.14
	After 10 Years	$228.95
	After 11 Years	$249.76
	After 12 Years	$270.58
	After 13 Years	$291.39
	After 14 Years	$312.20
	After 15 Years	$333.02
	After 16 Years	$353.83
	After 17 Years	$374.64
	After 18 Years	$395.46
	After 19 Years	$416.27
	After 20 Years	$437.08
	After 21 Years	$457.90
	After 22 Years	$478.71
	After 23 Years	$499.53
	After 24 Years	$520.34
	After 25 Years	$541.15
	After 26 Years	$561.97
	After 27 Years	$582.78
	After 28 Years	$603.59
	After 29 Years	$624.41

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/09

Step 1	Bi-Weekly	$3,631.84
	After 1 Year	$36.32
	After 2 Years	$54.48
	After 3 Years	$72.64
	After 4 Years	$90.80
	After 5 Years	$108.96
	After 6 Years	$127.11
	After 7 Years	$145.27
	After 8 Years	$163.43
	After 9 Years	$181.59
	After 10 Years	$199.75
	After 11 Years	$217.91
	After 12 Years	$236.07
	After 13 Years	$254.23
	After 14 Years	$272.39
	After 15 Years	$290.55
	After 16 Years	$308.71
	After 17 Years	$326.87
	After 18 Years	$345.02
	After 19 Years	$363.18
	After 20 Years	$381.34
	After 21 Years	$399.50
	After 22 Years	$417.66
	After 23 Years	$435.82
	After 24 Years	$453.98
	After 25 Years	$472.14
	After 26 Years	$490.30
	After 27 Years	$508.46
	After 28 Years	$526.62
	After 29 Years	$544.78

Effective 1/21/09

Step 2	Bi-Weekly	$3,794.27
	After 1 Year	$37.94
	After 2 Years	$56.91
	After 3 Years	$75.89
	After 4 Years	$94.86
	After 5 Years	$113.83
	After 6 Years	$132.80
	After 7 Years	$151.77
	After 8 Years	$170.74
	After 9 Years	$189.71
	After 10 Years	$208.68
	After 11 Years	$227.66
	After 12 Years	$246.63
	After 13 Years	$265.60
	After 14 Years	$284.57
	After 15 Years	$303.54
	After 16 Years	$322.51
	After 17 Years	$341.48
	After 18 Years	$360.46
	After 19 Years	$379.43
	After 20 Years	$398.40
	After 21 Years	$417.37
	After 22 Years	$436.34
	After 23 Years	$455.31
	After 24 Years	$474.28
	After 25 Years	$493.26
	After 26 Years	$512.23
	After 27 Years	$531.20
	After 28 Years	$550.17
	After 29 Years	$569.14

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/09

Step 3	Bi-Weekly	$3,964.27
	After 1 Year	$39.64
	After 2 Years	$59.46
	After 3 Years	$79.29
	After 4 Years	$99.11
	After 5 Years	$118.93
	After 6 Years	$138.75
	After 7 Years	$158.57
	After 8 Years	$178.39
	After 9 Years	$198.21
	After 10 Years	$218.03
	After 11 Years	$237.86
	After 12 Years	$257.68
	After 13 Years	$277.50
	After 14 Years	$297.32
	After 15 Years	$317.14
	After 16 Years	$336.96
	After 17 Years	$356.78
	After 18 Years	$376.61
	After 19 Years	$396.43
	After 20 Years	$416.25
	After 21 Years	$436.07
	After 22 Years	$455.89
	After 23 Years	$475.71
	After 24 Years	$495.53
	After 25 Years	$515.36
	After 26 Years	$535.18
	After 27 Years	$555.00
	After 28 Years	$574.82
	After 29 Years	$594.64

Effective 1/21/09

Step 4	Bi-Weekly	$4,141.99
	After 1 Year	$41.42
	After 2 Years	$62.13
	After 3 Years	$82.84
	After 4 Years	$103.55
	After 5 Years	$124.26
	After 6 Years	$144.97
	After 7 Years	$165.68
	After 8 Years	$186.39
	After 9 Years	$207.10
	After 10 Years	$227.81
	After 11 Years	$248.52
	After 12 Years	$269.23
	After 13 Years	$289.94
	After 14 Years	$310.65
	After 15 Years	$331.36
	After 16 Years	$352.07
	After 17 Years	$372.78
	After 18 Years	$393.49
	After 19 Years	$414.20
	After 20 Years	$434.91
	After 21 Years	$455.62
	After 22 Years	$476.33
	After 23 Years	$497.04
	After 24 Years	$517.75
	After 25 Years	$538.46
	After 26 Years	$559.17
	After 27 Years	$579.88
	After 28 Years	$600.59
	After 29 Years	$621.30

Appendix "A(2)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/93 but Before 1/1/98

Effective 1/21/09

Step 5	Bi-Weekly	$4,329.22
	After 1 Year	$43.29
	After 2 Years	$64.94
	After 3 Years	$86.58
	After 4 Years	$108.23
	After 5 Years	$129.88
	After 6 Years	$151.52
	After 7 Years	$173.17
	After 8 Years	$194.81
	After 9 Years	$216.46
	After 10 Years	$238.11
	After 11 Years	$259.75
	After 12 Years	$281.40
	After 13 Years	$303.05
	After 14 Years	$324.69
	After 15 Years	$346.34
	After 16 Years	$367.98
	After 17 Years	$389.63
	After 18 Years	$411.28
	After 19 Years	$432.92
	After 20 Years	$454.57
	After 21 Years	$476.21
	After 22 Years	$497.86
	After 23 Years	$519.51
	After 24 Years	$541.15
	After 25 Years	$562.80
	After 26 Years	$584.44
	After 27 Years	$606.09
	After 28 Years	$627.74
	After 29 Years	$649.38

Appendix "A (3)"
Salary Ranges for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/03

Step		Bi-Weekly	Annual
1	Upon Promotion	$2,970.73	$77,238.98
2	After 1st Yr	$3,134.48	$81,496.48
3	After 2nd Yr	$3,298.22	$85,753.72

Effective 1/21/04

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,082.13	$80,135.38
2	After 1st Yr	$3,252.02	$84,552.52
3	After 2nd Yr	$3,421.90	$88,969.40

Effective 1/21/05

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,190.00	$82,940.00
2	After 1st Yr	$3,365.84	$87,511.84
3	After 2nd Yr	$3,541.67	$92,083.42

Effective 1/21/06

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,285.70	$85,428.20
2	After 1st Yr	$3,466.82	$90,137.32
3	After 2nd Yr	$3,647.92	$94,845.92

Effective 1/21/07

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,384.27	$87,991.02
2	After 1st Yr	$3,570.82	$92,841.32
3	After 2nd Yr	$3,757.36	$97,691.36

Effective 1/21/08

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,519.64	$91,510.64
2	After 1st Yr	$3,713.65	$96,554.90
3	After 2nd Yr	$3,907.65	$101,598.90

Effective 1/21/09

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,660.43	$95,171.18
2	After 1st Yr	$3,862.20	$100,417.20
3	After 2nd Yr	$4,063.96	$105,662.96

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/03

Step 1	Bi-Weekly	$2,970.73
	After 1 Year	$29.71
	After 2 Years	$44.56
	After 3 Years	$59.41
	After 4 Years	$74.27
	After 5 Years	$89.12
	After 6 Years	$103.98
	After 7 Years	$118.83
	After 8 Years	$133.68
	After 9 Years	$148.54
	After 10 Years	$163.39
	After 11 Years	$178.24
	After 12 Years	$193.10
	After 13 Years	$207.95
	After 14 Years	$222.80
	After 15 Years	$237.66
	After 16 Years	$252.51
	After 17 Years	$267.37
	After 18 Years	$282.22
	After 19 Years	$297.07
	After 20 Years	$311.93
	After 21 Years	$326.78
	After 22 Years	$341.63
	After 23 Years	$356.49
	After 24 Years	$371.34
	After 25 Years	$386.19
	After 26 Years	$401.05
	After 27 Years	$415.90
	After 28 Years	$430.76
	After 29 Years	$445.61

Effective 1/21/03

Step 2	Bi-Weekly	$3,134.48
	After 1 Year	$31.34
	After 2 Years	$47.02
	After 3 Years	$62.69
	After 4 Years	$78.36
	After 5 Years	$94.03
	After 6 Years	$109.71
	After 7 Years	$125.38
	After 8 Years	$141.05
	After 9 Years	$156.72
	After 10 Years	$172.40
	After 11 Years	$188.07
	After 12 Years	$203.74
	After 13 Years	$219.41
	After 14 Years	$235.09
	After 15 Years	$250.76
	After 16 Years	$266.43
	After 17 Years	$282.10
	After 18 Years	$297.78
	After 19 Years	$313.45
	After 20 Years	$329.12
	After 21 Years	$344.79
	After 22 Years	$360.47
	After 23 Years	$376.14
	After 24 Years	$391.81
	After 25 Years	$407.48
	After 26 Years	$423.15
	After 27 Years	$438.83
	After 28 Years	$454.50
	After 29 Years	$470.17

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/03

Step 3	Bi-Weekly	$3,298.22
	After 1 Year	$32.98
	After 2 Years	$49.47
	After 3 Years	$65.96
	After 4 Years	$82.46
	After 5 Years	$98.95
	After 6 Years	$115.44
	After 7 Years	$131.93
	After 8 Years	$148.42
	After 9 Years	$164.91
	After 10 Years	$181.40
	After 11 Years	$197.89
	After 12 Years	$214.38
	After 13 Years	$230.88
	After 14 Years	$247.37
	After 15 Years	$263.86
	After 16 Years	$280.35
	After 17 Years	$296.84
	After 18 Years	$313.33
	After 19 Years	$329.82
	After 20 Years	$346.31
	After 21 Years	$362.80
	After 22 Years	$379.30
	After 23 Years	$395.79
	After 24 Years	$412.28
	After 25 Years	$428.77
	After 26 Years	$445.26
	After 27 Years	$461.75
	After 28 Years	$478.24
	After 29 Years	$494.73

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/04

Step 1	Bi-Weekly	$3,082.13
	After 1 Year	$30.82
	After 2 Years	$46.23
	After 3 Years	$61.64
	After 4 Years	$77.05
	After 5 Years	$92.46
	After 6 Years	$107.87
	After 7 Years	$123.29
	After 8 Years	$138.70
	After 9 Years	$154.11
	After 10 Years	$169.52
	After 11 Years	$184.93
	After 12 Years	$200.34
	After 13 Years	$215.75
	After 14 Years	$231.16
	After 15 Years	$246.57
	After 16 Years	$261.98
	After 17 Years	$277.39
	After 18 Years	$292.80
	After 19 Years	$308.21
	After 20 Years	$323.62
	After 21 Years	$339.03
	After 22 Years	$354.44
	After 23 Years	$369.86
	After 24 Years	$385.27
	After 25 Years	$400.68
	After 26 Years	$416.09
	After 27 Years	$431.50
	After 28 Years	$446.91
	After 29 Years	$462.32

Effective 1/21/04

Step 2	Bi-Weekly	$3,252.02
	After 1 Year	$32.52
	After 2 Years	$48.78
	After 3 Years	$65.04
	After 4 Years	$81.30
	After 5 Years	$97.56
	After 6 Years	$113.82
	After 7 Years	$130.08
	After 8 Years	$146.34
	After 9 Years	$162.60
	After 10 Years	$178.86
	After 11 Years	$195.12
	After 12 Years	$211.38
	After 13 Years	$227.64
	After 14 Years	$243.90
	After 15 Years	$260.16
	After 16 Years	$276.42
	After 17 Years	$292.68
	After 18 Years	$308.94
	After 19 Years	$325.20
	After 20 Years	$341.46
	After 21 Years	$357.72
	After 22 Years	$373.98
	After 23 Years	$390.24
	After 24 Years	$406.50
	After 25 Years	$422.76
	After 26 Years	$439.02
	After 27 Years	$455.28
	After 28 Years	$471.54
	After 29 Years	$487.80

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/04

Step 3	Bi-Weekly	$3,421.90
	After 1 Year	$34.22
	After 2 Years	$51.33
	After 3 Years	$68.44
	After 4 Years	$85.55
	After 5 Years	$102.66
	After 6 Years	$119.77
	After 7 Years	$136.88
	After 8 Years	$153.99
	After 9 Years	$171.10
	After 10 Years	$188.20
	After 11 Years	$205.31
	After 12 Years	$222.42
	After 13 Years	$239.53
	After 14 Years	$256.64
	After 15 Years	$273.75
	After 16 Years	$290.86
	After 17 Years	$307.97
	After 18 Years	$325.08
	After 19 Years	$342.19
	After 20 Years	$359.30
	After 21 Years	$376.41
	After 22 Years	$393.52
	After 23 Years	$410.63
	After 24 Years	$427.74
	After 25 Years	$444.85
	After 26 Years	$461.96
	After 27 Years	$479.07
	After 28 Years	$496.18
	After 29 Years	$513.29

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/05

Step 1	Bi-Weekly	$3,190.00
	After 1 Year	$31.90
	After 2 Years	$47.85
	After 3 Years	$63.80
	After 4 Years	$79.75
	After 5 Years	$95.70
	After 6 Years	$111.65
	After 7 Years	$127.60
	After 8 Years	$143.55
	After 9 Years	$159.50
	After 10 Years	$175.45
	After 11 Years	$191.40
	After 12 Years	$207.35
	After 13 Years	$223.30
	After 14 Years	$239.25
	After 15 Years	$255.20
	After 16 Years	$271.15
	After 17 Years	$287.10
	After 18 Years	$303.05
	After 19 Years	$319.00
	After 20 Years	$334.95
	After 21 Years	$350.90
	After 22 Years	$366.85
	After 23 Years	$382.80
	After 24 Years	$398.75
	After 25 Years	$414.70
	After 26 Years	$430.65
	After 27 Years	$446.60
	After 28 Years	$462.55
	After 29 Years	$478.50

Effective 1/21/05

Step 2	Bi-Weekly	$3,365.84
	After 1 Year	$33.66
	After 2 Years	$50.49
	After 3 Years	$67.32
	After 4 Years	$84.15
	After 5 Years	$100.98
	After 6 Years	$117.80
	After 7 Years	$134.63
	After 8 Years	$151.46
	After 9 Years	$168.29
	After 10 Years	$185.12
	After 11 Years	$201.95
	After 12 Years	$218.78
	After 13 Years	$235.61
	After 14 Years	$252.44
	After 15 Years	$269.27
	After 16 Years	$286.10
	After 17 Years	$302.93
	After 18 Years	$319.75
	After 19 Years	$336.58
	After 20 Years	$353.41
	After 21 Years	$370.24
	After 22 Years	$387.07
	After 23 Years	$403.90
	After 24 Years	$420.73
	After 25 Years	$437.56
	After 26 Years	$454.39
	After 27 Years	$471.22
	After 28 Years	$488.05
	After 29 Years	$504.88

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/05

Step 3	Bi-Weekly	$3,541.67
	After 1 Year	$35.42
	After 2 Years	$53.13
	After 3 Years	$70.83
	After 4 Years	$88.54
	After 5 Years	$106.25
	After 6 Years	$123.96
	After 7 Years	$141.67
	After 8 Years	$159.38
	After 9 Years	$177.08
	After 10 Years	$194.79
	After 11 Years	$212.50
	After 12 Years	$230.21
	After 13 Years	$247.92
	After 14 Years	$265.63
	After 15 Years	$283.33
	After 16 Years	$301.04
	After 17 Years	$318.75
	After 18 Years	$336.46
	After 19 Years	$354.17
	After 20 Years	$371.88
	After 21 Years	$389.58
	After 22 Years	$407.29
	After 23 Years	$425.00
	After 24 Years	$442.71
	After 25 Years	$460.42
	After 26 Years	$478.13
	After 27 Years	$495.83
	After 28 Years	$513.54
	After 29 Years	$531.25

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/06

Step 1	Bi-Weekly	$3,285.70
	After 1 Year	$32.86
	After 2 Years	$49.29
	After 3 Years	$65.71
	After 4 Years	$82.14
	After 5 Years	$98.57
	After 6 Years	$115.00
	After 7 Years	$131.43
	After 8 Years	$147.86
	After 9 Years	$164.29
	After 10 Years	$180.71
	After 11 Years	$197.14
	After 12 Years	$213.57
	After 13 Years	$230.00
	After 14 Years	$246.43
	After 15 Years	$262.86
	After 16 Years	$279.28
	After 17 Years	$295.71
	After 18 Years	$312.14
	After 19 Years	$328.57
	After 20 Years	$345.00
	After 21 Years	$361.43
	After 22 Years	$377.86
	After 23 Years	$394.28
	After 24 Years	$410.71
	After 25 Years	$427.14
	After 26 Years	$443.57
	After 27 Years	$460.00
	After 28 Years	$476.43
	After 29 Years	$492.86

Effective 1/21/06

Step 2	Bi-Weekly	$3,466.82
	After 1 Year	$34.67
	After 2 Years	$52.00
	After 3 Years	$69.34
	After 4 Years	$86.67
	After 5 Years	$104.00
	After 6 Years	$121.34
	After 7 Years	$138.67
	After 8 Years	$156.01
	After 9 Years	$173.34
	After 10 Years	$190.68
	After 11 Years	$208.01
	After 12 Years	$225.34
	After 13 Years	$242.68
	After 14 Years	$260.01
	After 15 Years	$277.35
	After 16 Years	$294.68
	After 17 Years	$312.01
	After 18 Years	$329.35
	After 19 Years	$346.68
	After 20 Years	$364.02
	After 21 Years	$381.35
	After 22 Years	$398.68
	After 23 Years	$416.02
	After 24 Years	$433.35
	After 25 Years	$450.69
	After 26 Years	$468.02
	After 27 Years	$485.35
	After 28 Years	$502.69
	After 29 Years	$520.02

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/06

Step 3	Bi-Weekly	$3,647.92
	After 1 Year	$36.48
	After 2 Years	$54.72
	After 3 Years	$72.96
	After 4 Years	$91.20
	After 5 Years	$109.44
	After 6 Years	$127.68
	After 7 Years	$145.92
	After 8 Years	$164.16
	After 9 Years	$182.40
	After 10 Years	$200.64
	After 11 Years	$218.88
	After 12 Years	$237.11
	After 13 Years	$255.35
	After 14 Years	$273.59
	After 15 Years	$291.83
	After 16 Years	$310.07
	After 17 Years	$328.31
	After 18 Years	$346.55
	After 19 Years	$364.79
	After 20 Years	$383.03
	After 21 Years	$401.27
	After 22 Years	$419.51
	After 23 Years	$437.75
	After 24 Years	$455.99
	After 25 Years	$474.23
	After 26 Years	$492.47
	After 27 Years	$510.71
	After 28 Years	$528.95
	After 29 Years	$547.19

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/07

Step 1	Bi-Weekly	$3,384.27
	After 1 Year	$33.84
	After 2 Years	$50.76
	After 3 Years	$67.69
	After 4 Years	$84.61
	After 5 Years	$101.53
	After 6 Years	$118.45
	After 7 Years	$135.37
	After 8 Years	$152.29
	After 9 Years	$169.21
	After 10 Years	$186.13
	After 11 Years	$203.06
	After 12 Years	$219.98
	After 13 Years	$236.90
	After 14 Years	$253.82
	After 15 Years	$270.74
	After 16 Years	$287.66
	After 17 Years	$304.58
	After 18 Years	$321.51
	After 19 Years	$338.43
	After 20 Years	$355.35
	After 21 Years	$372.27
	After 22 Years	$389.19
	After 23 Years	$406.11
	After 24 Years	$423.03
	After 25 Years	$439.96
	After 26 Years	$456.88
	After 27 Years	$473.80
	After 28 Years	$490.72
	After 29 Years	$507.64

Effective 1/21/07

Step 2	Bi-Weekly	$3,570.82
	After 1 Year	$35.71
	After 2 Years	$53.56
	After 3 Years	$71.42
	After 4 Years	$89.27
	After 5 Years	$107.12
	After 6 Years	$124.98
	After 7 Years	$142.83
	After 8 Years	$160.69
	After 9 Years	$178.54
	After 10 Years	$196.40
	After 11 Years	$214.25
	After 12 Years	$232.10
	After 13 Years	$249.96
	After 14 Years	$267.81
	After 15 Years	$285.67
	After 16 Years	$303.52
	After 17 Years	$321.37
	After 18 Years	$339.23
	After 19 Years	$357.08
	After 20 Years	$374.94
	After 21 Years	$392.79
	After 22 Years	$410.64
	After 23 Years	$428.50
	After 24 Years	$446.35
	After 25 Years	$464.21
	After 26 Years	$482.06
	After 27 Years	$499.91
	After 28 Years	$517.77
	After 29 Years	$535.62

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/07

Step 3	Bi-Weekly	$3,757.36
	After 1 Year	$37.57
	After 2 Years	$56.36
	After 3 Years	$75.15
	After 4 Years	$93.93
	After 5 Years	$112.72
	After 6 Years	$131.51
	After 7 Years	$150.29
	After 8 Years	$169.08
	After 9 Years	$187.87
	After 10 Years	$206.65
	After 11 Years	$225.44
	After 12 Years	$244.23
	After 13 Years	$263.02
	After 14 Years	$281.80
	After 15 Years	$300.59
	After 16 Years	$319.38
	After 17 Years	$338.16
	After 18 Years	$356.95
	After 19 Years	$375.74
	After 20 Years	$394.52
	After 21 Years	$413.31
	After 22 Years	$432.10
	After 23 Years	$450.88
	After 24 Years	$469.67
	After 25 Years	$488.46
	After 26 Years	$507.24
	After 27 Years	$526.03
	After 28 Years	$544.82
	After 29 Years	$563.60

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/08

Step 1	Bi-Weekly	$3,519.64
	After 1 Year	$35.20
	After 2 Years	$52.79
	After 3 Years	$70.39
	After 4 Years	$87.99
	After 5 Years	$105.59
	After 6 Years	$123.19
	After 7 Years	$140.79
	After 8 Years	$158.38
	After 9 Years	$175.98
	After 10 Years	$193.58
	After 11 Years	$211.18
	After 12 Years	$228.78
	After 13 Years	$246.37
	After 14 Years	$263.97
	After 15 Years	$281.57
	After 16 Years	$299.17
	After 17 Years	$316.77
	After 18 Years	$334.37
	After 19 Years	$351.96
	After 20 Years	$369.56
	After 21 Years	$387.16
	After 22 Years	$404.76
	After 23 Years	$422.36
	After 24 Years	$439.96
	After 25 Years	$457.55
	After 26 Years	$475.15
	After 27 Years	$492.75
	After 28 Years	$510.35
	After 29 Years	$527.95

Effective 1/21/08

Step 2	Bi-Weekly	$3,713.65
	After 1 Year	$37.14
	After 2 Years	$55.70
	After 3 Years	$74.27
	After 4 Years	$92.84
	After 5 Years	$111.41
	After 6 Years	$129.98
	After 7 Years	$148.55
	After 8 Years	$167.11
	After 9 Years	$185.68
	After 10 Years	$204.25
	After 11 Years	$222.82
	After 12 Years	$241.39
	After 13 Years	$259.96
	After 14 Years	$278.52
	After 15 Years	$297.09
	After 16 Years	$315.66
	After 17 Years	$334.23
	After 18 Years	$352.80
	After 19 Years	$371.37
	After 20 Years	$389.93
	After 21 Years	$408.50
	After 22 Years	$427.07
	After 23 Years	$445.64
	After 24 Years	$464.21
	After 25 Years	$482.77
	After 26 Years	$501.34
	After 27 Years	$519.91
	After 28 Years	$538.48
	After 29 Years	$557.05

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/08

Step 3	Bi-Weekly	$3,907.65
	After 1 Year	$39.08
	After 2 Years	$58.61
	After 3 Years	$78.15
	After 4 Years	$97.69
	After 5 Years	$117.23
	After 6 Years	$136.77
	After 7 Years	$156.31
	After 8 Years	$175.84
	After 9 Years	$195.38
	After 10 Years	$214.92
	After 11 Years	$234.46
	After 12 Years	$254.00
	After 13 Years	$273.54
	After 14 Years	$293.07
	After 15 Years	$312.61
	After 16 Years	$332.15
	After 17 Years	$351.69
	After 18 Years	$371.23
	After 19 Years	$390.77
	After 20 Years	$410.30
	After 21 Years	$429.84
	After 22 Years	$449.38
	After 23 Years	$468.92
	After 24 Years	$488.46
	After 25 Years	$507.99
	After 26 Years	$527.53
	After 27 Years	$547.07
	After 28 Years	$566.61
	After 29 Years	$586.15

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/09

Step 1	Bi-Weekly	$3,660.43
	After 1 Year	$36.60
	After 2 Years	$54.91
	After 3 Years	$73.21
	After 4 Years	$91.51
	After 5 Years	$109.81
	After 6 Years	$128.12
	After 7 Years	$146.42
	After 8 Years	$164.72
	After 9 Years	$183.02
	After 10 Years	$201.32
	After 11 Years	$219.63
	After 12 Years	$237.93
	After 13 Years	$256.23
	After 14 Years	$274.53
	After 15 Years	$292.83
	After 16 Years	$311.14
	After 17 Years	$329.44
	After 18 Years	$347.74
	After 19 Years	$366.04
	After 20 Years	$384.35
	After 21 Years	$402.65
	After 22 Years	$420.95
	After 23 Years	$439.25
	After 24 Years	$457.55
	After 25 Years	$475.86
	After 26 Years	$494.16
	After 27 Years	$512.46
	After 28 Years	$530.76
	After 29 Years	$549.06

Effective 1/21/09

Step 2	Bi-Weekly	$3,862.20
	After 1 Year	$38.62
	After 2 Years	$57.93
	After 3 Years	$77.24
	After 4 Years	$96.56
	After 5 Years	$115.87
	After 6 Years	$135.18
	After 7 Years	$154.49
	After 8 Years	$173.80
	After 9 Years	$193.11
	After 10 Years	$212.42
	After 11 Years	$231.73
	After 12 Years	$251.04
	After 13 Years	$270.35
	After 14 Years	$289.67
	After 15 Years	$308.98
	After 16 Years	$328.29
	After 17 Years	$347.60
	After 18 Years	$366.91
	After 19 Years	$386.22
	After 20 Years	$405.53
	After 21 Years	$424.84
	After 22 Years	$444.15
	After 23 Years	$463.46
	After 24 Years	$482.78
	After 25 Years	$502.09
	After 26 Years	$521.40
	After 27 Years	$540.71
	After 28 Years	$560.02
	After 29 Years	$579.33

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/09

Step 3	Bi-Weekly	$4,063.96
	After 1 Year	$40.64
	After 2 Years	$60.96
	After 3 Years	$81.28
	After 4 Years	$101.60
	After 5 Years	$121.92
	After 6 Years	$142.24
	After 7 Years	$162.56
	After 8 Years	$182.88
	After 9 Years	$203.20
	After 10 Years	$223.52
	After 11 Years	$243.84
	After 12 Years	$264.16
	After 13 Years	$284.48
	After 14 Years	$304.80
	After 15 Years	$325.12
	After 16 Years	$345.44
	After 17 Years	$365.76
	After 18 Years	$386.08
	After 19 Years	$406.40
	After 20 Years	$426.72
	After 21 Years	$447.04
	After 22 Years	$467.36
	After 23 Years	$487.68
	After 24 Years	$508.00
	After 25 Years	$528.31
	After 26 Years	$548.63
	After 27 Years	$568.95
	After 28 Years	$589.27
	After 29 Years	$609.59

Appendix "A (4)"
Salary Ranges for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/03

Step		Bi-Weekly	Annual
1	Upon Promotion	$2,970.73	$77,238.98
2	After 1st Yr	$3,035.73	$78,928.98
3	After 2nd Yr	$3,087.60	$80,277.60
4	After 3rd Yr	$3,171.64	$82,462.64
5	After 4th Yr	$3,298.22	$85,753.72

Effective 1/21/04

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,082.13	$80,135.38
2	After 1st Yr	$3,149.57	$81,888.82
3	After 2nd Yr	$3,203.39	$83,288.14
4	After 3rd Yr	$3,290.58	$85,555.08
5	After 4th Yr	$3,421.90	$88,969.40

Effective 1/21/05

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,190.00	$82,940.00
2	After 1st Yr	$3,259.80	$84,754.80
3	After 2nd Yr	$3,315.51	$86,203.26
4	After 3rd Yr	$3,405.75	$88,549.50
5	After 4th Yr	$3,541.67	$92,083.42

Effective 1/21/06

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,285.70	$85,428.20
2	After 1st Yr	$3,357.59	$87,297.34
3	After 2nd Yr	$3,414.98	$88,789.48
4	After 3rd Yr	$3,507.92	$91,205.92
5	After 4th Yr	$3,647.92	$94,845.92

Effective 1/21/07

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,384.27	$87,991.02
2	After 1st Yr	$3,458.32	$89,916.32
3	After 2nd Yr	$3,517.43	$91,453.18
4	After 3rd Yr	$3,613.16	$93,942.16
5	After 4th Yr	$3,757.36	$97,691.36

Effective 1/21/08

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,519.64	$91,510.64
2	After 1st Yr	$3,596.65	$93,512.90
3	After 2nd Yr	$3,658.13	$95,111.38
4	After 3rd Yr	$3,757.69	$97,699.94
5	After 4th Yr	$3,907.65	$101,598.90

Effective 1/21/09

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,660.43	$95,171.18
2	After 1st Yr	$3,740.52	$97,253.52
3	After 2nd Yr	$3,804.46	$98,915.96
4	After 3rd Yr	$3,908.00	$101,608.00
5	After 4th Yr	$4,063.96	$105,662.96

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/03

Step 1	Bi-Weekly	$2,970.73
	After 1 Year	$29.71
	After 2 Years	$44.56
	After 3 Years	$59.41
	After 4 Years	$74.27
	After 5 Years	$89.12
	After 6 Years	$103.98
	After 7 Years	$118.83
	After 8 Years	$133.68
	After 9 Years	$148.54
	After 10 Years	$163.39
	After 11 Years	$178.24
	After 12 Years	$193.10
	After 13 Years	$207.95
	After 14 Years	$222.80
	After 15 Years	$237.66
	After 16 Years	$252.51
	After 17 Years	$267.37
	After 18 Years	$282.22
	After 19 Years	$297.07
	After 20 Years	$311.93
	After 21 Years	$326.78
	After 22 Years	$341.63
	After 23 Years	$356.49
	After 24 Years	$371.34
	After 25 Years	$386.19
	After 26 Years	$401.05
	After 27 Years	$415.90
	After 28 Years	$430.76
	After 29 Years	$445.61

Effective 1/21/03

Step 2	Bi-Weekly	$3,035.73
	After 1 Year	$30.36
	After 2 Years	$45.54
	After 3 Years	$60.71
	After 4 Years	$75.89
	After 5 Years	$91.07
	After 6 Years	$106.25
	After 7 Years	$121.43
	After 8 Years	$136.61
	After 9 Years	$151.79
	After 10 Years	$166.97
	After 11 Years	$182.14
	After 12 Years	$197.32
	After 13 Years	$212.50
	After 14 Years	$227.68
	After 15 Years	$242.86
	After 16 Years	$258.04
	After 17 Years	$273.22
	After 18 Years	$288.39
	After 19 Years	$303.57
	After 20 Years	$318.75
	After 21 Years	$333.93
	After 22 Years	$349.11
	After 23 Years	$364.29
	After 24 Years	$379.47
	After 25 Years	$394.64
	After 26 Years	$409.82
	After 27 Years	$425.00
	After 28 Years	$440.18
	After 29 Years	$455.36

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/03

Step 3	Bi-Weekly	$3,087.60
	After 1 Year	$30.88
	After 2 Years	$46.31
	After 3 Years	$61.75
	After 4 Years	$77.19
	After 5 Years	$92.63
	After 6 Years	$108.07
	After 7 Years	$123.50
	After 8 Years	$138.94
	After 9 Years	$154.38
	After 10 Years	$169.82
	After 11 Years	$185.26
	After 12 Years	$200.69
	After 13 Years	$216.13
	After 14 Years	$231.57
	After 15 Years	$247.01
	After 16 Years	$262.45
	After 17 Years	$277.88
	After 18 Years	$293.32
	After 19 Years	$308.76
	After 20 Years	$324.20
	After 21 Years	$339.64
	After 22 Years	$355.07
	After 23 Years	$370.51
	After 24 Years	$385.95
	After 25 Years	$401.39
	After 26 Years	$416.83
	After 27 Years	$432.26
	After 28 Years	$447.70
	After 29 Years	$463.14

Effective 1/21/03

Step 4	Bi-Weekly	$3,171.64
	After 1 Year	$31.72
	After 2 Years	$47.57
	After 3 Years	$63.43
	After 4 Years	$79.29
	After 5 Years	$95.15
	After 6 Years	$111.01
	After 7 Years	$126.87
	After 8 Years	$142.72
	After 9 Years	$158.58
	After 10 Years	$174.44
	After 11 Years	$190.30
	After 12 Years	$206.16
	After 13 Years	$222.01
	After 14 Years	$237.87
	After 15 Years	$253.73
	After 16 Years	$269.59
	After 17 Years	$285.45
	After 18 Years	$301.31
	After 19 Years	$317.16
	After 20 Years	$333.02
	After 21 Years	$348.88
	After 22 Years	$364.74
	After 23 Years	$380.60
	After 24 Years	$396.46
	After 25 Years	$412.31
	After 26 Years	$428.17
	After 27 Years	$444.03
	After 28 Years	$459.89
	After 29 Years	$475.75

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/03

Step 5	Bi-Weekly	$3,298.22
	After 1 Year	$32.98
	After 2 Years	$49.47
	After 3 Years	$65.96
	After 4 Years	$82.46
	After 5 Years	$98.95
	After 6 Years	$115.44
	After 7 Years	$131.93
	After 8 Years	$148.42
	After 9 Years	$164.91
	After 10 Years	$181.40
	After 11 Years	$197.89
	After 12 Years	$214.38
	After 13 Years	$230.88
	After 14 Years	$247.37
	After 15 Years	$263.86
	After 16 Years	$280.35
	After 17 Years	$296.84
	After 18 Years	$313.33
	After 19 Years	$329.82
	After 20 Years	$346.31
	After 21 Years	$362.80
	After 22 Years	$379.30
	After 23 Years	$395.79
	After 24 Years	$412.28
	After 25 Years	$428.77
	After 26 Years	$445.26
	After 27 Years	$461.75
	After 28 Years	$478.24
	After 29 Years	$494.73

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/04

Step 1	Bi-Weekly	$3,082.13
	After 1 Year	$30.82
	After 2 Years	$46.23
	After 3 Years	$61.64
	After 4 Years	$77.05
	After 5 Years	$92.46
	After 6 Years	$107.87
	After 7 Years	$123.29
	After 8 Years	$138.70
	After 9 Years	$154.11
	After 10 Years	$169.52
	After 11 Years	$184.93
	After 12 Years	$200.34
	After 13 Years	$215.75
	After 14 Years	$231.16
	After 15 Years	$246.57
	After 16 Years	$261.98
	After 17 Years	$277.39
	After 18 Years	$292.80
	After 19 Years	$308.21
	After 20 Years	$323.62
	After 21 Years	$339.03
	After 22 Years	$354.44
	After 23 Years	$369.86
	After 24 Years	$385.27
	After 25 Years	$400.68
	After 26 Years	$416.09
	After 27 Years	$431.50
	After 28 Years	$446.91
	After 29 Years	$462.32

Effective 1/21/04

Step 2	Bi-Weekly	$3,149.57
	After 1 Year	$31.50
	After 2 Years	$47.24
	After 3 Years	$62.99
	After 4 Years	$78.74
	After 5 Years	$94.49
	After 6 Years	$110.23
	After 7 Years	$125.98
	After 8 Years	$141.73
	After 9 Years	$157.48
	After 10 Years	$173.23
	After 11 Years	$188.97
	After 12 Years	$204.72
	After 13 Years	$220.47
	After 14 Years	$236.22
	After 15 Years	$251.97
	After 16 Years	$267.71
	After 17 Years	$283.46
	After 18 Years	$299.21
	After 19 Years	$314.96
	After 20 Years	$330.70
	After 21 Years	$346.45
	After 22 Years	$362.20
	After 23 Years	$377.95
	After 24 Years	$393.70
	After 25 Years	$409.44
	After 26 Years	$425.19
	After 27 Years	$440.94
	After 28 Years	$456.69
	After 29 Years	$472.44

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/04

Step 3	Bi-Weekly	$3,203.39
	After 1 Year	$32.03
	After 2 Years	$48.05
	After 3 Years	$64.07
	After 4 Years	$80.08
	After 5 Years	$96.10
	After 6 Years	$112.12
	After 7 Years	$128.14
	After 8 Years	$144.15
	After 9 Years	$160.17
	After 10 Years	$176.19
	After 11 Years	$192.20
	After 12 Years	$208.22
	After 13 Years	$224.24
	After 14 Years	$240.25
	After 15 Years	$256.27
	After 16 Years	$272.29
	After 17 Years	$288.31
	After 18 Years	$304.32
	After 19 Years	$320.34
	After 20 Years	$336.36
	After 21 Years	$352.37
	After 22 Years	$368.39
	After 23 Years	$384.41
	After 24 Years	$400.42
	After 25 Years	$416.44
	After 26 Years	$432.46
	After 27 Years	$448.47
	After 28 Years	$464.49
	After 29 Years	$480.51

Effective 1/21/04

Step 4	Bi-Weekly	$3,290.58
	After 1 Year	$32.91
	After 2 Years	$49.36
	After 3 Years	$65.81
	After 4 Years	$82.26
	After 5 Years	$98.72
	After 6 Years	$115.17
	After 7 Years	$131.62
	After 8 Years	$148.08
	After 9 Years	$164.53
	After 10 Years	$180.98
	After 11 Years	$197.43
	After 12 Years	$213.89
	After 13 Years	$230.34
	After 14 Years	$246.79
	After 15 Years	$263.25
	After 16 Years	$279.70
	After 17 Years	$296.15
	After 18 Years	$312.61
	After 19 Years	$329.06
	After 20 Years	$345.51
	After 21 Years	$361.96
	After 22 Years	$378.42
	After 23 Years	$394.87
	After 24 Years	$411.32
	After 25 Years	$427.78
	After 26 Years	$444.23
	After 27 Years	$460.68
	After 28 Years	$477.13
	After 29 Years	$493.59

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/04

Step 5	Bi-Weekly	$3,421.90
	After 1 Year	$34.22
	After 2 Years	$51.33
	After 3 Years	$68.44
	After 4 Years	$85.55
	After 5 Years	$102.66
	After 6 Years	$119.77
	After 7 Years	$136.88
	After 8 Years	$153.99
	After 9 Years	$171.10
	After 10 Years	$188.20
	After 11 Years	$205.31
	After 12 Years	$222.42
	After 13 Years	$239.53
	After 14 Years	$256.64
	After 15 Years	$273.75
	After 16 Years	$290.86
	After 17 Years	$307.97
	After 18 Years	$325.08
	After 19 Years	$342.19
	After 20 Years	$359.30
	After 21 Years	$376.41
	After 22 Years	$393.52
	After 23 Years	$410.63
	After 24 Years	$427.74
	After 25 Years	$444.85
	After 26 Years	$461.96
	After 27 Years	$479.07
	After 28 Years	$496.18
	After 29 Years	$513.29

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/05

Step 1	Bi-Weekly	$3,190.00
	After 1 Year	$31.90
	After 2 Years	$47.85
	After 3 Years	$63.80
	After 4 Years	$79.75
	After 5 Years	$95.70
	After 6 Years	$111.65
	After 7 Years	$127.60
	After 8 Years	$143.55
	After 9 Years	$159.50
	After 10 Years	$175.45
	After 11 Years	$191.40
	After 12 Years	$207.35
	After 13 Years	$223.30
	After 14 Years	$239.25
	After 15 Years	$255.20
	After 16 Years	$271.15
	After 17 Years	$287.10
	After 18 Years	$303.05
	After 19 Years	$319.00
	After 20 Years	$334.95
	After 21 Years	$350.90
	After 22 Years	$366.85
	After 23 Years	$382.80
	After 24 Years	$398.75
	After 25 Years	$414.70
	After 26 Years	$430.65
	After 27 Years	$446.60
	After 28 Years	$462.55
	After 29 Years	$478.50

Effective 1/21/05

Step 2	Bi-Weekly	$3,259.80
	After 1 Year	$32.60
	After 2 Years	$48.90
	After 3 Years	$65.20
	After 4 Years	$81.50
	After 5 Years	$97.79
	After 6 Years	$114.09
	After 7 Years	$130.39
	After 8 Years	$146.69
	After 9 Years	$162.99
	After 10 Years	$179.29
	After 11 Years	$195.59
	After 12 Years	$211.89
	After 13 Years	$228.19
	After 14 Years	$244.49
	After 15 Years	$260.78
	After 16 Years	$277.08
	After 17 Years	$293.38
	After 18 Years	$309.68
	After 19 Years	$325.98
	After 20 Years	$342.28
	After 21 Years	$358.58
	After 22 Years	$374.88
	After 23 Years	$391.18
	After 24 Years	$407.48
	After 25 Years	$423.77
	After 26 Years	$440.07
	After 27 Years	$456.37
	After 28 Years	$472.67
	After 29 Years	$488.97

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/05

Step 3	Bi-Weekly	$3,315.51
	After 1 Year	$33.16
	After 2 Years	$49.73
	After 3 Years	$66.31
	After 4 Years	$82.89
	After 5 Years	$99.47
	After 6 Years	$116.04
	After 7 Years	$132.62
	After 8 Years	$149.20
	After 9 Years	$165.78
	After 10 Years	$182.35
	After 11 Years	$198.93
	After 12 Years	$215.51
	After 13 Years	$232.09
	After 14 Years	$248.66
	After 15 Years	$265.24
	After 16 Years	$281.82
	After 17 Years	$298.40
	After 18 Years	$314.97
	After 19 Years	$331.55
	After 20 Years	$348.13
	After 21 Years	$364.71
	After 22 Years	$381.28
	After 23 Years	$397.86
	After 24 Years	$414.44
	After 25 Years	$431.02
	After 26 Years	$447.59
	After 27 Years	$464.17
	After 28 Years	$480.75
	After 29 Years	$497.33

Effective 1/21/05

Step 4	Bi-Weekly	$3,405.75
	After 1 Year	$34.06
	After 2 Years	$51.09
	After 3 Years	$68.12
	After 4 Years	$85.14
	After 5 Years	$102.17
	After 6 Years	$119.20
	After 7 Years	$136.23
	After 8 Years	$153.26
	After 9 Years	$170.29
	After 10 Years	$187.32
	After 11 Years	$204.35
	After 12 Years	$221.37
	After 13 Years	$238.40
	After 14 Years	$255.43
	After 15 Years	$272.46
	After 16 Years	$289.49
	After 17 Years	$306.52
	After 18 Years	$323.55
	After 19 Years	$340.58
	After 20 Years	$357.60
	After 21 Years	$374.63
	After 22 Years	$391.66
	After 23 Years	$408.69
	After 24 Years	$425.72
	After 25 Years	$442.75
	After 26 Years	$459.78
	After 27 Years	$476.81
	After 28 Years	$493.83
	After 29 Years	$510.86

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/05

Step 5	Bi-Weekly	$3,541.67
	After 1 Year	$35.42
	After 2 Years	$53.13
	After 3 Years	$70.83
	After 4 Years	$88.54
	After 5 Years	$106.25
	After 6 Years	$123.96
	After 7 Years	$141.67
	After 8 Years	$159.38
	After 9 Years	$177.08
	After 10 Years	$194.79
	After 11 Years	$212.50
	After 12 Years	$230.21
	After 13 Years	$247.92
	After 14 Years	$265.63
	After 15 Years	$283.33
	After 16 Years	$301.04
	After 17 Years	$318.75
	After 18 Years	$336.46
	After 19 Years	$354.17
	After 20 Years	$371.88
	After 21 Years	$389.58
	After 22 Years	$407.29
	After 23 Years	$425.00
	After 24 Years	$442.71
	After 25 Years	$460.42
	After 26 Years	$478.13
	After 27 Years	$495.83
	After 28 Years	$513.54
	After 29 Years	$531.25

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/06

Step 1	Bi-Weekly	$3,285.70
	After 1 Year	$32.86
	After 2 Years	$49.29
	After 3 Years	$65.71
	After 4 Years	$82.14
	After 5 Years	$98.57
	After 6 Years	$115.00
	After 7 Years	$131.43
	After 8 Years	$147.86
	After 9 Years	$164.29
	After 10 Years	$180.71
	After 11 Years	$197.14
	After 12 Years	$213.57
	After 13 Years	$230.00
	After 14 Years	$246.43
	After 15 Years	$262.86
	After 16 Years	$279.28
	After 17 Years	$295.71
	After 18 Years	$312.14
	After 19 Years	$328.57
	After 20 Years	$345.00
	After 21 Years	$361.43
	After 22 Years	$377.86
	After 23 Years	$394.28
	After 24 Years	$410.71
	After 25 Years	$427.14
	After 26 Years	$443.57
	After 27 Years	$460.00
	After 28 Years	$476.43
	After 29 Years	$492.86

Effective 1/21/06

Step 2	Bi-Weekly	$3,357.59
	After 1 Year	$33.58
	After 2 Years	$50.36
	After 3 Years	$67.15
	After 4 Years	$83.94
	After 5 Years	$100.73
	After 6 Years	$117.52
	After 7 Years	$134.30
	After 8 Years	$151.09
	After 9 Years	$167.88
	After 10 Years	$184.67
	After 11 Years	$201.46
	After 12 Years	$218.24
	After 13 Years	$235.03
	After 14 Years	$251.82
	After 15 Years	$268.61
	After 16 Years	$285.40
	After 17 Years	$302.18
	After 18 Years	$318.97
	After 19 Years	$335.76
	After 20 Years	$352.55
	After 21 Years	$369.33
	After 22 Years	$386.12
	After 23 Years	$402.91
	After 24 Years	$419.70
	After 25 Years	$436.49
	After 26 Years	$453.27
	After 27 Years	$470.06
	After 28 Years	$486.85
	After 29 Years	$503.64

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/06

Step 3	Bi-Weekly	$3,414.98
	After 1 Year	$34.15
	After 2 Years	$51.22
	After 3 Years	$68.30
	After 4 Years	$85.37
	After 5 Years	$102.45
	After 6 Years	$119.52
	After 7 Years	$136.60
	After 8 Years	$153.67
	After 9 Years	$170.75
	After 10 Years	$187.82
	After 11 Years	$204.90
	After 12 Years	$221.97
	After 13 Years	$239.05
	After 14 Years	$256.12
	After 15 Years	$273.20
	After 16 Years	$290.27
	After 17 Years	$307.35
	After 18 Years	$324.42
	After 19 Years	$341.50
	After 20 Years	$358.57
	After 21 Years	$375.65
	After 22 Years	$392.72
	After 23 Years	$409.80
	After 24 Years	$426.87
	After 25 Years	$443.95
	After 26 Years	$461.02
	After 27 Years	$478.10
	After 28 Years	$495.17
	After 29 Years	$512.25

Effective 1/21/06

Step 4	Bi-Weekly	$3,507.92
	After 1 Year	$35.08
	After 2 Years	$52.62
	After 3 Years	$70.16
	After 4 Years	$87.70
	After 5 Years	$105.24
	After 6 Years	$122.78
	After 7 Years	$140.32
	After 8 Years	$157.86
	After 9 Years	$175.40
	After 10 Years	$192.94
	After 11 Years	$210.48
	After 12 Years	$228.01
	After 13 Years	$245.55
	After 14 Years	$263.09
	After 15 Years	$280.63
	After 16 Years	$298.17
	After 17 Years	$315.71
	After 18 Years	$333.25
	After 19 Years	$350.79
	After 20 Years	$368.33
	After 21 Years	$385.87
	After 22 Years	$403.41
	After 23 Years	$420.95
	After 24 Years	$438.49
	After 25 Years	$456.03
	After 26 Years	$473.57
	After 27 Years	$491.11
	After 28 Years	$508.65
	After 29 Years	$526.19

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/06

Step 5	Bi-Weekly	$3,647.92
	After 1 Year	$36.48
	After 2 Years	$54.72
	After 3 Years	$72.96
	After 4 Years	$91.20
	After 5 Years	$109.44
	After 6 Years	$127.68
	After 7 Years	$145.92
	After 8 Years	$164.16
	After 9 Years	$182.40
	After 10 Years	$200.64
	After 11 Years	$218.88
	After 12 Years	$237.11
	After 13 Years	$255.35
	After 14 Years	$273.59
	After 15 Years	$291.83
	After 16 Years	$310.07
	After 17 Years	$328.31
	After 18 Years	$346.55
	After 19 Years	$364.79
	After 20 Years	$383.03
	After 21 Years	$401.27
	After 22 Years	$419.51
	After 23 Years	$437.75
	After 24 Years	$455.99
	After 25 Years	$474.23
	After 26 Years	$492.47
	After 27 Years	$510.71
	After 28 Years	$528.95
	After 29 Years	$547.19

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/07

Step 1	Bi-Weekly	$3,384.27
	After 1 Year	$33.84
	After 2 Years	$50.76
	After 3 Years	$67.69
	After 4 Years	$84.61
	After 5 Years	$101.53
	After 6 Years	$118.45
	After 7 Years	$135.37
	After 8 Years	$152.29
	After 9 Years	$169.21
	After 10 Years	$186.13
	After 11 Years	$203.06
	After 12 Years	$219.98
	After 13 Years	$236.90
	After 14 Years	$253.82
	After 15 Years	$270.74
	After 16 Years	$287.66
	After 17 Years	$304.58
	After 18 Years	$321.51
	After 19 Years	$338.43
	After 20 Years	$355.35
	After 21 Years	$372.27
	After 22 Years	$389.19
	After 23 Years	$406.11
	After 24 Years	$423.03
	After 25 Years	$439.96
	After 26 Years	$456.88
	After 27 Years	$473.80
	After 28 Years	$490.72
	After 29 Years	$507.64

Effective 1/21/07

Step 2	Bi-Weekly	$3,458.32
	After 1 Year	$34.58
	After 2 Years	$51.87
	After 3 Years	$69.17
	After 4 Years	$86.46
	After 5 Years	$103.75
	After 6 Years	$121.04
	After 7 Years	$138.33
	After 8 Years	$155.62
	After 9 Years	$172.92
	After 10 Years	$190.21
	After 11 Years	$207.50
	After 12 Years	$224.79
	After 13 Years	$242.08
	After 14 Years	$259.37
	After 15 Years	$276.67
	After 16 Years	$293.96
	After 17 Years	$311.25
	After 18 Years	$328.54
	After 19 Years	$345.83
	After 20 Years	$363.12
	After 21 Years	$380.42
	After 22 Years	$397.71
	After 23 Years	$415.00
	After 24 Years	$432.29
	After 25 Years	$449.58
	After 26 Years	$466.87
	After 27 Years	$484.16
	After 28 Years	$501.46
	After 29 Years	$518.75

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/07

Step 3	Bi-Weekly	$3,517.43
	After 1 Year	$35.17
	After 2 Years	$52.76
	After 3 Years	$70.35
	After 4 Years	$87.94
	After 5 Years	$105.52
	After 6 Years	$123.11
	After 7 Years	$140.70
	After 8 Years	$158.28
	After 9 Years	$175.87
	After 10 Years	$193.46
	After 11 Years	$211.05
	After 12 Years	$228.63
	After 13 Years	$246.22
	After 14 Years	$263.81
	After 15 Years	$281.39
	After 16 Years	$298.98
	After 17 Years	$316.57
	After 18 Years	$334.16
	After 19 Years	$351.74
	After 20 Years	$369.33
	After 21 Years	$386.92
	After 22 Years	$404.50
	After 23 Years	$422.09
	After 24 Years	$439.68
	After 25 Years	$457.27
	After 26 Years	$474.85
	After 27 Years	$492.44
	After 28 Years	$510.03
	After 29 Years	$527.61

Effective 1/21/07

Step 4	Bi-Weekly	$3,613.16
	After 1 Year	$36.13
	After 2 Years	$54.20
	After 3 Years	$72.26
	After 4 Years	$90.33
	After 5 Years	$108.39
	After 6 Years	$126.46
	After 7 Years	$144.53
	After 8 Years	$162.59
	After 9 Years	$180.66
	After 10 Years	$198.72
	After 11 Years	$216.79
	After 12 Years	$234.86
	After 13 Years	$252.92
	After 14 Years	$270.99
	After 15 Years	$289.05
	After 16 Years	$307.12
	After 17 Years	$325.18
	After 18 Years	$343.25
	After 19 Years	$361.32
	After 20 Years	$379.38
	After 21 Years	$397.45
	After 22 Years	$415.51
	After 23 Years	$433.58
	After 24 Years	$451.65
	After 25 Years	$469.71
	After 26 Years	$487.78
	After 27 Years	$505.84
	After 28 Years	$523.91
	After 29 Years	$541.97

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/07

Step 5	Bi-Weekly	$3,757.36
	After 1 Year	$37.57
	After 2 Years	$56.36
	After 3 Years	$75.15
	After 4 Years	$93.93
	After 5 Years	$112.72
	After 6 Years	$131.51
	After 7 Years	$150.29
	After 8 Years	$169.08
	After 9 Years	$187.87
	After 10 Years	$206.65
	After 11 Years	$225.44
	After 12 Years	$244.23
	After 13 Years	$263.02
	After 14 Years	$281.80
	After 15 Years	$300.59
	After 16 Years	$319.38
	After 17 Years	$338.16
	After 18 Years	$356.95
	After 19 Years	$375.74
	After 20 Years	$394.52
	After 21 Years	$413.31
	After 22 Years	$432.10
	After 23 Years	$450.88
	After 24 Years	$469.67
	After 25 Years	$488.46
	After 26 Years	$507.24
	After 27 Years	$526.03
	After 28 Years	$544.82
	After 29 Years	$563.60

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/08

Step 1	Bi-Weekly	$3,519.64
	After 1 Year	$35.20
	After 2 Years	$52.79
	After 3 Years	$70.39
	After 4 Years	$87.99
	After 5 Years	$105.59
	After 6 Years	$123.19
	After 7 Years	$140.79
	After 8 Years	$158.38
	After 9 Years	$175.98
	After 10 Years	$193.58
	After 11 Years	$211.18
	After 12 Years	$228.78
	After 13 Years	$246.37
	After 14 Years	$263.97
	After 15 Years	$281.57
	After 16 Years	$299.17
	After 17 Years	$316.77
	After 18 Years	$334.37
	After 19 Years	$351.96
	After 20 Years	$369.56
	After 21 Years	$387.16
	After 22 Years	$404.76
	After 23 Years	$422.36
	After 24 Years	$439.96
	After 25 Years	$457.55
	After 26 Years	$475.15
	After 27 Years	$492.75
	After 28 Years	$510.35
	After 29 Years	$527.95

Effective 1/21/08

Step 2	Bi-Weekly	$3,596.65
	After 1 Year	$35.97
	After 2 Years	$53.95
	After 3 Years	$71.93
	After 4 Years	$89.92
	After 5 Years	$107.90
	After 6 Years	$125.88
	After 7 Years	$143.87
	After 8 Years	$161.85
	After 9 Years	$179.83
	After 10 Years	$197.82
	After 11 Years	$215.80
	After 12 Years	$233.78
	After 13 Years	$251.77
	After 14 Years	$269.75
	After 15 Years	$287.73
	After 16 Years	$305.72
	After 17 Years	$323.70
	After 18 Years	$341.68
	After 19 Years	$359.67
	After 20 Years	$377.65
	After 21 Years	$395.63
	After 22 Years	$413.61
	After 23 Years	$431.60
	After 24 Years	$449.58
	After 25 Years	$467.56
	After 26 Years	$485.55
	After 27 Years	$503.53
	After 28 Years	$521.51
	After 29 Years	$539.50

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/08

Step 3	Bi-Weekly	$3,658.13
	After 1 Year	$36.58
	After 2 Years	$54.87
	After 3 Years	$73.16
	After 4 Years	$91.45
	After 5 Years	$109.74
	After 6 Years	$128.03
	After 7 Years	$146.33
	After 8 Years	$164.62
	After 9 Years	$182.91
	After 10 Years	$201.20
	After 11 Years	$219.49
	After 12 Years	$237.78
	After 13 Years	$256.07
	After 14 Years	$274.36
	After 15 Years	$292.65
	After 16 Years	$310.94
	After 17 Years	$329.23
	After 18 Years	$347.52
	After 19 Years	$365.81
	After 20 Years	$384.10
	After 21 Years	$402.39
	After 22 Years	$420.68
	After 23 Years	$438.98
	After 24 Years	$457.27
	After 25 Years	$475.56
	After 26 Years	$493.85
	After 27 Years	$512.14
	After 28 Years	$530.43
	After 29 Years	$548.72

Effective 1/21/08

Step 4	Bi-Weekly	$3,757.69
	After 1 Year	$37.58
	After 2 Years	$56.37
	After 3 Years	$75.15
	After 4 Years	$93.94
	After 5 Years	$112.73
	After 6 Years	$131.52
	After 7 Years	$150.31
	After 8 Years	$169.10
	After 9 Years	$187.88
	After 10 Years	$206.67
	After 11 Years	$225.46
	After 12 Years	$244.25
	After 13 Years	$263.04
	After 14 Years	$281.83
	After 15 Years	$300.62
	After 16 Years	$319.40
	After 17 Years	$338.19
	After 18 Years	$356.98
	After 19 Years	$375.77
	After 20 Years	$394.56
	After 21 Years	$413.35
	After 22 Years	$432.13
	After 23 Years	$450.92
	After 24 Years	$469.71
	After 25 Years	$488.50
	After 26 Years	$507.29
	After 27 Years	$526.08
	After 28 Years	$544.87
	After 29 Years	$563.65

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/08

Step 5	Bi-Weekly	$3,907.65
	After 1 Year	$39.08
	After 2 Years	$58.61
	After 3 Years	$78.15
	After 4 Years	$97.69
	After 5 Years	$117.23
	After 6 Years	$136.77
	After 7 Years	$156.31
	After 8 Years	$175.84
	After 9 Years	$195.38
	After 10 Years	$214.92
	After 11 Years	$234.46
	After 12 Years	$254.00
	After 13 Years	$273.54
	After 14 Years	$293.07
	After 15 Years	$312.61
	After 16 Years	$332.15
	After 17 Years	$351.69
	After 18 Years	$371.23
	After 19 Years	$390.77
	After 20 Years	$410.30
	After 21 Years	$429.84
	After 22 Years	$449.38
	After 23 Years	$468.92
	After 24 Years	$488.46
	After 25 Years	$507.99
	After 26 Years	$527.53
	After 27 Years	$547.07
	After 28 Years	$566.61
	After 29 Years	$586.15

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/09

Step 1	Bi-Weekly	$3,660.43
	After 1 Year	$36.60
	After 2 Years	$54.91
	After 3 Years	$73.21
	After 4 Years	$91.51
	After 5 Years	$109.81
	After 6 Years	$128.12
	After 7 Years	$146.42
	After 8 Years	$164.72
	After 9 Years	$183.02
	After 10 Years	$201.32
	After 11 Years	$219.63
	After 12 Years	$237.93
	After 13 Years	$256.23
	After 14 Years	$274.53
	After 15 Years	$292.83
	After 16 Years	$311.14
	After 17 Years	$329.44
	After 18 Years	$347.74
	After 19 Years	$366.04
	After 20 Years	$384.35
	After 21 Years	$402.65
	After 22 Years	$420.95
	After 23 Years	$439.25
	After 24 Years	$457.55
	After 25 Years	$475.86
	After 26 Years	$494.16
	After 27 Years	$512.46
	After 28 Years	$530.76
	After 29 Years	$549.06

Effective 1/21/09

Step 2	Bi-Weekly	$3,740.52
	After 1 Year	$37.41
	After 2 Years	$56.11
	After 3 Years	$74.81
	After 4 Years	$93.51
	After 5 Years	$112.22
	After 6 Years	$130.92
	After 7 Years	$149.62
	After 8 Years	$168.32
	After 9 Years	$187.03
	After 10 Years	$205.73
	After 11 Years	$224.43
	After 12 Years	$243.13
	After 13 Years	$261.84
	After 14 Years	$280.54
	After 15 Years	$299.24
	After 16 Years	$317.94
	After 17 Years	$336.65
	After 18 Years	$355.35
	After 19 Years	$374.05
	After 20 Years	$392.75
	After 21 Years	$411.46
	After 22 Years	$430.16
	After 23 Years	$448.86
	After 24 Years	$467.57
	After 25 Years	$486.27
	After 26 Years	$504.97
	After 27 Years	$523.67
	After 28 Years	$542.38
	After 29 Years	$561.08

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/09

Step 3	Bi-Weekly	$3,804.46
	After 1 Year	$38.04
	After 2 Years	$57.07
	After 3 Years	$76.09
	After 4 Years	$95.11
	After 5 Years	$114.13
	After 6 Years	$133.16
	After 7 Years	$152.18
	After 8 Years	$171.20
	After 9 Years	$190.22
	After 10 Years	$209.25
	After 11 Years	$228.27
	After 12 Years	$247.29
	After 13 Years	$266.31
	After 14 Years	$285.33
	After 15 Years	$304.36
	After 16 Years	$323.38
	After 17 Years	$342.40
	After 18 Years	$361.42
	After 19 Years	$380.45
	After 20 Years	$399.47
	After 21 Years	$418.49
	After 22 Years	$437.51
	After 23 Years	$456.54
	After 24 Years	$475.56
	After 25 Years	$494.58
	After 26 Years	$513.60
	After 27 Years	$532.62
	After 28 Years	$551.65
	After 29 Years	$570.67

Effective 1/21/09

Step 4	Bi-Weekly	$3,908.00
	After 1 Year	$39.08
	After 2 Years	$58.62
	After 3 Years	$78.16
	After 4 Years	$97.70
	After 5 Years	$117.24
	After 6 Years	$136.78
	After 7 Years	$156.32
	After 8 Years	$175.86
	After 9 Years	$195.40
	After 10 Years	$214.94
	After 11 Years	$234.48
	After 12 Years	$254.02
	After 13 Years	$273.56
	After 14 Years	$293.10
	After 15 Years	$312.64
	After 16 Years	$332.18
	After 17 Years	$351.72
	After 18 Years	$371.26
	After 19 Years	$390.80
	After 20 Years	$410.34
	After 21 Years	$429.88
	After 22 Years	$449.42
	After 23 Years	$468.96
	After 24 Years	$488.50
	After 25 Years	$508.04
	After 26 Years	$527.58
	After 27 Years	$547.12
	After 28 Years	$566.66
	After 29 Years	$586.20

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of Detective
(Job Specification 2601) on or After the Execution of the MOA

Effective 1/21/09

Step 5	Bi-Weekly	$4,063.96
	After 1 Year	$40.64
	After 2 Years	$60.96
	After 3 Years	$81.28
	After 4 Years	$101.60
	After 5 Years	$121.92
	After 6 Years	$142.24
	After 7 Years	$162.56
	After 8 Years	$182.88
	After 9 Years	$203.20
	After 10 Years	$223.52
	After 11 Years	$243.84
	After 12 Years	$264.16
	After 13 Years	$284.48
	After 14 Years	$304.80
	After 15 Years	$325.12
	After 16 Years	$345.44
	After 17 Years	$365.76
	After 18 Years	$386.08
	After 19 Years	$406.40
	After 20 Years	$426.72
	After 21 Years	$447.04
	After 22 Years	$467.36
	After 23 Years	$487.68
	After 24 Years	$508.00
	After 25 Years	$528.31
	After 26 Years	$548.63
	After 27 Years	$568.95
	After 28 Years	$589.27
	After 29 Years	$609.59

APPENDIX "B"

USE OF ACCRUED COMPENSATORY TIME

Detectives will be eligible, subject to limitations contained in the Memorandum of Agreement, to bank up to 450 hours of compensatory time during any calendar year. Individual compensatory time banks may be designated in the even numbered pay periods of each year. Such designations are to be processed through the Criminal Investigations Bureau Commanding Officer.

Time off may be taken against the compensatory time bank as follows:

1. Ordinary Compensatory Time

   a. When a Detective desires time off, he must request the time no less than two weeks nor more than four weeks in advance. His request must be submitted to the Criminal Investigations Bureau Commanding Officer in writing. The Commanding Officer will verify that the Detective has sufficient time in his bank, determine if approval will adversely affect the tour or tours of duty involved.

   b. On New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, an additional four Detectives will be guaranteed compensatory time off. The holiday compensatory time off will be distributed on a random basis to those who have applied for time off.

2. Time Off Limitations

   The Port Authority guarantees that up to two Detectives will be granted compensatory time off each day.

   Where the daily quota has not been met, compensatory time will be granted up to 24 hours before the start of the tour in question provided no overtime costs are incurred as a result of the late request.

APPENDIX C

This Appendix applies whenever there are fewer than eight hours between the consecutive overtime hours worked and the next scheduled tour of duty.

Work twelve (12) hours overtime	- If not required for Court Appearance, the Police employee has the option to work his regular tour or take eight (8) hours Compensatory Time.
Work thirteen (13) hours overtime	- To be excused with pay one (1) hour and charged seven (7) hours Compensatory Time.
Work fourteen (14) hours overtime	- To be excused two (2) hours with pay and charged six (6) hours Compensatory Time.
Work fifteen (15) hours overtime	- To be excused three (3) hours with pay and charged five (5) hours Compensatory Time.
Work sixteen (16) hours overtime	- To be excused four (4) hours with pay and charged four (4) hours Compensatory Time.

APPENDIX D

VACATIONS

I. POLICIES

A. Vacations for Port Authority Police Employees are based on the assumption that they contribute to the good health and well being of the staff and are, therefore, mutually beneficial to the employee and the organization.

B. Police employees receive vacations of up to 29 days yearly, depending on length of police service.

C. Employees cited for performing services beyond normal expectations and receiving either the Medal of Honor, the Howard S. Cullman Distinguished Service Medal, the Distinguished Service Medal, the Police Commendation Medal, or the Meritorious Police Duty Medal receive extra days of vacation as specified in Attachment B to this Appendix D.

D. The Human Resources Director may, with the approval of the Executive Director, modify vacation policies to fit the requirement of an unusual situation.

II. OPERATING RULES

A. Attachment A, "Operating Rules - Vacations" outlines the operating rules for the administration of the vacation program.

B. Attachment B, Vacation Allowance Table, shows the specific vacation allowances for Police Employees during their first year of employment, in subsequent years, and upon termination of employment. It also covers extra vacation days authorized for employees awarded medals.

APPENDIX D

ATTACHMENT "A"

OPERATING RULES - VACATION

I. VACATION SCHEDULING

A. Vacation scheduling for Police will be handled in accordance with instructions issued by the Superintendent of Police.

II. VACATION ELIGIBILITY IN CONNECTION WITH LEAVE OF ABSENCE

For the year in which an ordinary, maternity, or long term military leave begins, an employee is entitled to vacation allowance equivalent to that for terminating employees shown in Part II of Attachment B plus any vacation days carried over from previous years. After subtracting vacation already taken, the balance is taken before the leave begins. If the employee has already taken vacation days in excess of his allowance for the year, their value is subtracted from his last paycheck before the leave begins. However, if at the time the leave begins, vacation has been taken in excess of vacation due in accordance with a facility or unit vacation schedule published at the start of a calendar year, no adjustments in the final salary check will be made provided that the employee did not initiate a change in his assigned vacation via a mutual swap or special request. Employees returning from ordinary, maternity, or long term military leave of absence in a calendar year other than that in which their leave commenced will be entitled to a vacation allowance, for that year only as shown in Part III of Attachment B.

III. Vacation days taken in any year shall be charged first, against any accrued normal vacation carried over from the prior year, and second, against the current year's normal vacation allowance.

IV. VACATION IN CONNECTION WITH SICK LEAVE

A. If an employee falls ill after starting his scheduled vacation, the period of his illness during his vacation cannot be charged as a sick absence. However, if an employee is hospitalized for one night or more while on vacation, only the days of hospitalization should be charged as sick absence time. Should questions arise regarding application of this policy, the Human Resources Department should be consulted.

B. If an employee's sick absence starts before a scheduled vacation, the time absent due to illness should be charged as sick absence provided the employee returns to work at the end of his illness before starting his vacation.

C. An employee who is absent for an extended period because of illness and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. The Superintendent of Police will recommend to the Human Resources Director the appropriate action to be taken in such cases.

D. Following an extended period of absence because of illness (other than the first occasion of absence due to each injury incurred in the line of duty) and injuries incurred in the line of duty after the execution of the Memorandum of Agreement (1996-2003) which are exempt from consideration for purposes of Repeated and Excessive Absence discipline under Appendix "L", annexed hereto and the days of absence of such occasions) which totals a minimum of 30 cumulative work days lost within any 12 consecutive month period, one (1) day of vacation allowance may be forfeited for each 10 work days of absence.

Vacation days forfeited shall be taken as follows: absences beginning and ending in a single calendar year shall only have vacation days forfeited from the calendar year in which the absence occurs; absences which begin in one calendar year and continue into a successor calendar year shall have vacations days forfeited based upon the entire period of absence, first from the calendar year in which the absence began and, if the Detective's remaining vacation allowance for that year is insufficient to satisfy the forfeiture, then the remainder of the forfeiture shall be taken from the calendar year in which the absence ended.

V. VACATION CARRYOVER

A. Vacation must be taken in the year in which it is earned, unless special permission for carryover of vacation allowance from the year earned to the following year is granted by the Human Resources Director. Such permission must be obtained prior to the end of the year in which the vacation is earned. No employee may carry over to a succeeding year more than one full year's vacation allowance. The Superintendent of Police may authorize carryover of vacations of five days or less.

B. In determining the amount of vacation which may be carried over to a succeeding year, a continuous period of vacation begun before the end of one calendar year which extends into the succeeding calendar year shall be considered to have been taken in its entirety during the calendar year in which it was begun.

C. The provisions of Paragraphs A and B above shall apply to unused vacation days at the end of any calendar year which have accumulated as a result of illness or injury.

VI. LENGTH OF SERVICE IN CONNECTION WITH VACATION

A. Length of service is determined as follows in computing vacation allowance:

1. All periods of authorized absence with pay, are included.

2. All time on military leave and sick leave, with or without pay is included.

3. Time on leave of absence without pay in excess of one month is not included.

4. If an individual is separated because of reduction in force and is re-employed within one year of the date of separation, and his service prior to separation is included.

5. If an individual is re-employed after a separation of more than one year due to reduction in force, or after dismissal or resignation, his service prior to such separation, dismissal or resignation is not included, unless specifically approved by the Human Resources Director.

6. Service as a full-time temporary employee is included, provided there is no interruption in employment exceeding five calendar days at the time his status is changed to project or permanent employee.

VII. VACATION ALLOWANCES ON SEPARATION - POLICE EMPLOYEES

A. 1. Vacation allowances on separation will be reduced by any vacation taken in the calendar year in which separation occurs, unless such days were carried over from a previous year.

2. A member of the Police Force who is separated in good standing will be entitled to full credit for any unused vacation carried forward from a previous year under the provisions of Paragraph V, above. Any vacation carried forward from a previous year and taken prior to separation will not be considered in determining vacation allowance on separation.

B. A member of the Police Force in good standing who has had at least nine months' service and who is separated for such reasons as reduction in force, death, or retirement will be granted his full vacation allowance for the calendar year in which his services terminate, regardless of his termination date.

C. A member of the Police Force in good standing who is separated for any reason before the completion of nine months' service, or who is discharged for cause, including resignation under charges, is not eligible for vacation allowance on separation.

D. A member of the Police Force absent without pay for more than thirty consecutive days during a year, with the exception of absence while on military leave, shall have his succeeding vacation allowance reduced by 1/12 for each 30 consecutive days of such absence.

ATTACHMENT B

APPENDIX D
VACATION ALLOWANCE TABLE

I. Annual Vacation Allowance

The following schedule will apply to Police Employees except as provided in Parts II, III and IV hereof.

Anniv. Date	Year of Employment	Anniversary Year 1st	2nd	3rd	4th	5th
Jan. 1 — Feb. 14	18	18	23	23	28	28
Feb. 15 — Apr. 15	16	18	22	23	27	28
Apr. 16— June 15	14	18	21	23	26	28
June 16 — July 15	10	18	21	23	26	28
July 16— Sept. 15	8	18	20	23	25	28
Sept 16—Nov. 15	6	18	18	23	24	28
Nov. 16-Dec. 15	3	18	18	23	24	28
Dec. 16-Dec. 31	1	18	18	23	23	28

II. On Termination (also see part VII of Attachment A)

If the month of Termination is:	And the Police Employees Standard Vacation allowance is:*		
	18 days	23 days	28 days
January	1	2	2
February	4	4	5
March	5	6	7
April	6	8	9
May	7	9	11
June	10	12	13
July	11	14	17
August	12	15	19
September	13	17	21
October	16	20	24
November	17	21	26
December	18	23	28

*Police Employees with vacation allowances not shown (e.g., 0-18 days, 18-23 days, 23-28 days). Use the following formula:

$$\text{Vacation Allowance} \times \frac{\text{No. of months worked since Jan. 1 of current year}}{12} = \text{Vacation Allowance on Termination}$$

Parts are rounded to the nearest whole (3.43 = 3, 3.54 = 4)
Half days are rounded to next higher day (e.g. 3.5 = 4)

III. Police Employees Returning from Leave of Absence

If the month of Return is:	And the Police Employee's Standard Vacation allowance is:**		
	18 days	23 days	28 days
January	18	23	28
February	17	21	26
March	16	19	24
April	13	17	21
May	12	16	19
June	11	14	17
July	10	12	15
August	7	9	13
September	6	8	11
October	4	6	9
November	3	4	7
December	0	2	5

** For Police Employees with vacation allowance not shown (e.g., 0-18, 18-23, 23-28 days), use the following formula:

$$\text{Vacation Allowance} \times \frac{\text{No. of months which will be worked to Dec. 31 of current year}}{12} = \text{Vacation Allowance}$$

Rounding of parts will be done in the same way as in paragraph II above.

IV. Extra Vacation Allowance

Holders of the awards shown below, with the exception of the Meritorious Police Duty Medal, will receive the extra vacation allowance indicated beginning in the year in which the medal is awarded. Upon termination, medal holders will receive full value for those vacation days for the

year in which the separation occurs with the exceptions noted in Part VII. Section C, of Attachment A.

A. All Employees Awarded:	Receive Extra Days of Vacation as Follows:
The Medal of Honor	3
The Howard S. Cullman Distinguished Service Medal	3
The Distinguished Service Medal	2
The Police Commendation Medal	1
The Meritorious Police Duty Medal	1***

*** Holders of this award receive one extra day vacation during the twelve-month (12) period following the award ceremony.

B. Service Awards:

Employees who have on or after January 1, 2000, attained twenty-five (25) years or more service with the Port Authority shall be granted one (1) additional vacation day annually and it is hereby resolved that prior PATH service shall qualify as service credit in determining an employee's entitlement to the additional vacation day.

Office of the Executive Director
The Port of New York Authority

Revised

PAI 20-3.03
July 1, 1968

SICK LEAVE

I. Policy

This instruction covers all Port Authority permanent, probationary and annual employees except Service C employees included in the Sick Leave Bank Plan. (NOTE: A Temporary Operating Instruction on the Sick Leave Bank Plan was issued effective July 1, 1968. The Sick Leave Bank Plan covers all Service C employees, except those employees whose positions are represented by an authorized employee organization which has, pursuant to a memorandum of understanding, elected coverage under a different available sick leave plan.).

A. General

1. Employees who have completed at least three months of service in a status other than temporary may be granted sick leave with pay, in accordance with the schedule of allowances below, because of sickness or disability incurred not in line of duty.

2. Employees injured while participating in a Port Authority sponsored activity which causes them to lose time from work are compensated for this lost time under the schedule of allowances.

3. For the purpose of administering this policy, the work week for all employees is considered to be a seven-day period beginning at 12:01 A.M. on Sunday and ending at 12:00 Midnight Saturday.

B. Schedule of Allowances

The following schedule of allowances applies to each separate period of sickness or disability:

Length of Service	Weeks at Full Pay	Weeks at Half Pay
Less than 3 months	None	None
3 months but less than 1 year	1 (5 days)	2 (10 days)
1 year but less than 2 years	2 (10 days)	4 (20 days)
2 years but less than 5 years	4 (20 days)	8 (40 days)
5 years but less than 10 years	8 (40 days)	18 (90 days)
10 years and over	13 (65 days)	39 (~~145~~ 195 days)

Special consideration may be given by the Personnel Director to employees with fifteen years of service or more.

C. Determination of Length of Service

Length of service is determined as follows in computing sick leave allowances:

1. Periods of authorized absence with pay is included.

2. All time on military leave and sick leave is included.

3. Time on leave of absence in excess of one month is not included.

4. If an individual is separated because of reduction of force and is re-employed within one year of the date of separation, his service prior to separation is included.

5. If an individual is re-employed after separation of more than one year due to reduction of force, or after dismissal or resignation, his services prior to such separation, dismissal or resignation are not included.

6. Service as a full-time temporary employee is ~~not~~ included, provided there is
68 no interruption in employment exceeding five calendar days at the time his status is changed to annual or permanent employment.

II. Procedure

A. Sick leave up to the full amount indicated in the schedule may be authorized by department heads.

B. In cases where, in the judgment of the department head concerned, the sick leave allowance should be less than the full amount indicated in the schedule, appropriate recommendations are submitted by the department head to the Personnel Director for approval.

C. In cases where the period of sickness or disability continues beyond the time covered in the schedule, and where sick leave allowance in excess of the schedule is considered appropriate by the department head, recommendation for such allowance is submitted to the Personnel Director by memorandum setting forth the pertinent facts of the case with a completed Employee Payroll Notice, form PA 87. The Personnel Director and, where appropriate, the Medical Director investigates all such cases, and if the

recommendation is approved by the Personnel Director for the Executive Director, such approval is noted on the abstract of Personnel Changes which is submitted monthly to the Committee on Operations.

At the end of the period of sick leave with full pay, or half pay, the name of the employee on sick leave is included on Departmental Payroll Payment Authority, form PA 688, submitted by the department concerned to effect the reduction in pay. Particular care is taken to see that this is done at the proper time, since failure to take this action results in over-payment.

APPENDIX "F"

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
DIRECTOR OF ADMINISTRATION
POLICE DIVISION INSTRUCTION

P.D.I. 2-9
SICK LEAVE POLICY
JULY 1976
REVISED MARCH 1988
REVISED JUNE 1998

I. INTRODUCTION

It is the purpose of this instruction to establish the policy and procedures to be used by the Facility Police Commanding Officer in reviewing individual sick leave performance of all police personnel, as well as to provide the means for an evaluation and counseling of those individual cases requiring special attention.

II. STANDARDS FOR SICK ABSENCES

1. A. The standards for sick absences are:

   1. No sick absences in 12 months - Above Standard
   2. One to Four separate sick absences in 12 months - Standard
   3. Five or more separate sick absences in 12 months - Below Standard

   B. All sick absences, including less than full tour absences, doctor's note, and excused by Office of Medical Services absences, will count in the determining of the number of occasions.

III. REVIEWS

A. Each month the Facility Police Commanding Officer will conduct a review of the sick leave performance of all members of his command, for the preceding 12 months.

B. When a member of the force reaches three occasions of sick absence in a twelve month period, the Facility Police Commanding Officer will conduct a review of the individual's sick record for the previous 24 month period. The review will include all occasions of sick absence, the number of tours and less than full tours of sick absence, medical problems related to the absences and other related data which will aid in reviewing the total record of the person.

C. The Facility Police Commanding Officer will interview the individual to obtain additional information and to counsel him on his performance. A memorandum recording the results of the review and the interview will be placed in the employee's facility file.

D. When a member of the force reaches four occasions of sick absence in a 12 month period, the Facility Police Commanding Officer will again interview the individual. The individual at this time will be advised that a future sick absence within the 12 month period may result in a recommendation that he be placed on Half-Pay Doctor's Note Status. A memorandum recording the results of the review and the interview will be placed in the employee's facility file.

E. When the sick leave performance of a member of the force goes below standard, the Facility Police Commanding Officer will conduct a review of the individual's sick record. The individual will be interviewed and based on an evaluation of all relevant data, the Facility Police Commanding Officer may recommend that the individual be placed on a Half-Pay Doctor's Note Status for 6 months.

IV. CHANGES IN SICK LEAVE STATUS

A. Half-Pay Doctor's Note Status

1. A recommendation may be made to place a member of the force on Half-Pay Doctor's Note Status after a review of his sick leave record has been completed and the individual has been interviewed and counseled as specified in paragraph III, above. The procedure outlined in Appendix A of this P.D.I. will be used to recommend placement of an individual on Half- Pay Doctor's Note Status.

2. An individual on Half-Pay Doctor's Note Status, who supplies a letter or note from his doctor that he attended the individual during the period of sick leave involved, or who takes time off for sick leave on the advice of the Port Authority Office of Medical Services, will receive 1/2 pay for such absence, provided he presents the doctor's letter or note to his Facility Police Commanding Officer upon his return to duty. If a note is not presented, the individual will receive no pay for the sick absence.

B. No-Pay Status

1. When a review of the sick leave record of an individual on a Half-Pay Doctor's Note Status shows no improvement and continues Below

Standard, an evaluation will be made of all relevant information and an interview will be conducted with the individual concerned.

2. If warranted: and as a result of the evaluation and interview, the Facility Police Commanding Officer may submit a recommendation to place the individual on a No-Pay Status for 6 months.

3. The procedure as outlined in Appendix A will be used.

4. An individual on No-Pay Sick Leave Status may be recommended to receive no pay for each sick absence, while on such status, regardless of whether or not he presents a doctor's note or is advised to take time off for sick leave by the Port Authority Office of Medical Services.

C. Follow-up Reviews

1. The sick leave record of an individual who is on a less-than-full-pay sick leave status will be reviewed at the end of the 6 month period, while on such status.

2. The review will include an evaluation of all relevant information, and must be followed by one of the actions specified in paragraphs D and E below.

D. Return to Full-Pay Status

When the review of the sick record of an individual on less-than—full-pay sick leave status shows an improvement and reflects a Standard or Above Standard performance, the Facility Police Commanding Officer will submit a recommendation to return the individual to a Full-Pay Status, as outlined in Appendix B.

E. Continued Less-Than-Full-Pay Status

1. When the review of the sick record of an individual on less-than-full-pay sick leave status shows no improvement and continues Below Standard, an evaluation will be made of all relevant information and an interview will be conducted with the individual concerned.

2. If warranted, and as a result of the evaluation and interview, the Facility Police Commanding Officer may submit a recommendation to continue the individual on less-than-full-pay status an additional six months.

3. The procedure as outlined in Appendix A will be used to recommend that an individual on less-than-full-pay status be extended on such status for an additional 6 months.

V. TO REDUCE PAY

When a member of the force on less-than-half-pay status is absent on sick leave, the Facility Police Commanding Officer, after complying with the provisions outlined above, will notify the Inspector-Operations by telephone of his recommendations, in accordance with Appendix C.

APPENDIX A

PROCEDURE FOR CHANGING THE SICK PAY STATUS MEMBER OF THE FORCE TO A LESS THAN FULL PAY STATUS

A. After fulfilling the requirements of the P.D.I., a Facility Commanding Officer who wishes to recommend a change in Sick Pay Status will:

1. Determine if the member under review warrants a less than full pay status for sick leave in accordance with the provisions of this P.D.I.

2. Prepare a recommendation, original and four copies, to the Superintendent of Police.

3. If the Superintendent of Police disapproves the recommendation, the original copy will be retained by the Police Division and the four copies returned to the Facility Commanding Officer. If approved, the Police Division retains the original and sends four copies to the Director of Administration.

4. The Director of Administration, if he approves, retains a copy and forwards three copies to the Manager Operating Personnel Division, Personnel Department. If approved, two copies are returned to the Administrative Assistant, Police Division.

5. The Administrative Assistant will note his records and return one copy to the Facility Commanding Officer.

B. Upon receipt of this confirmation, the Facility Commanding Officer will promptly notify the individual concerned that for a period of 6 months from the date of approval by the Personnel Department, he will be in the indicated pay status for sick leave.

C. The approval procedure will also be used when recommending that an individual in a less than full pay for sick leave status be retained in that status for an additional 6 months

P.D.I. 2-9

APPENDIX B

PROCEDURE FOR CHANGING THE SICK LEAVE STATUS OF MEMBERS OF THE FORCE

A. To restore an individual to full pay for sick leave status, the Facility Commanding Officer will forward a memorandum to the Superintendent of Police containing a recommendation to that effect for his approval. The memorandum will be in quadruplicate. If approved, the Superintendent of Police will so indicate on all copies of the recommendation. Copies will be processed as follows:

1. Two for Police Division – one for file and one for notification to the Facility Commanding Officer.

2. One for Administrative Assistant – Police Division.

3. One for Manager, Operating Personnel Division.

Upon receipt of this confirmation, the Facility Commanding Officer will promptly notify the individual concerned.

P.D.I. 2-9

APPENDIX C

IMPLEMENTING LESS THAN FULL PAY

A. When a member of the force who is in a less than full pay status is absent because of illness, the Facility Commanding Officer will:

1. Determine if the sick absence is subject to a reduction in pay in accordance with the provisions of the P.D.I.

2. If a reduction in pay is warranted, telephone notification will be made to the Inspector - Operations.

3. Inspector, Operations, will notify the Administrative Assistant, Police Division.

4. Upon receipt of the notification from the Inspector, Operations, the Administrative Assistant will cause the necessary notice to be made to the Payroll section to reduce the salary of the member of the force.

APPENDIX "G"

GRIEVANCE-ARBITRATION/ DISCIPLINARY PROCEDURE

The Port Authority of New York and New Jersey (the "Port Authority") and the Port Authority Detectives Endowment Association (the "Association") agree that the procedure for processing grievances with respect to the alleged violation of any provision (other than paragraph one of Section II, paragraph fourteen of Section XVII, Section XX and Appendix "J" referred to therein, Section XXVIII, Section XXIX, the second sentence of paragraph six of Section XXXII, and Section XLIX), of the Memorandum of Agreement executed by the parties on April 12, 2005, and disciplinary charges shall be as follows:

A. Policy

Detectives shall have the right to present grievances in accordance with the procedures described herein free from interference, coercion, restraint, discrimination or reprisal. The informal resolution of differences prior to the initiation of actions under this Grievance Procedure is encouraged and desired by the Port Authority and the Association.

B. Definitions

Pursuant to the Memorandum of Agreement to which this Grievance-Arbitration/Disciplinary Procedure (Grievance Procedure) is annexed as Appendix G (which Memorandum shall hereinafter be called the "Memorandum of Agreement") and for the purposes of this Appendix:

1. Grievance. A complaint limited to the application or interpretation by the Port Authority of any provision of the Memorandum of Agreement (other than paragraph one of Section II, paragraph fourteen of Section XVII, Section XX and Appendix "J" referred to therein, Section XXVIII, Section XXIX, the second sentence of paragraph six of Section XXXII, and Section XLIX) which application or interpretation is alleged to constitute a violation of the said Memorandum of Agreement or any provision thereof; provided, however, that, notwithstanding any provision or provisions of the Memorandum of Agreement, the term "grievance" shall not include any complaint or dispute whatsoever concerning unit work irrespective of its nature and source nor any complaint or dispute whatsoever concerning any transfer of a Detective or denial thereof irrespective of its nature and source if the Superintendent of Police declares in writing that such transfer or denial is deemed necessary for the good of the service and sets forth the reason or reasons therefor. No complaint or dispute whatsoever concerning any transfer of a Detective or denial thereof irrespective of its nature and source shall be subject to or processed through this Grievance procedure or submitted to arbitration if

the Superintendent of Police declares in writing that such transfer or denial thereof is deemed necessary for the good of the service and sets forth the reason or reasons therefor. No complaint or dispute concerning unit work irrespective of its nature and source shall be subject to or processed through this Grievance Procedure or submitted to arbitration but shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel pursuant to Section XXIX of the Memorandum of Agreement. The processing of a complaint by the Port Authority pursuant to this procedure shall not constitute a waiver by the Authority of any defense or claim that the conduct complained of does not involve the application or interpretation of any provision of the Memorandum of Agreement.

2. Disciplinary Charges and specifications: Disciplinary charges and specifications ("disciplinary charge" or "charge") filed pursuant to Document G, annexed to the Memorandum of Agreement, as modified by Section XXVI of the Memorandum of Agreement.

C. Procedure

Grievances and disciplinary charges as defined in Paragraphs 1 and 2, respectively, of B herein shall be processed as follows:

Step One: Initial Processing of Grievance

A written grievance shall be submitted (via facsimile or otherwise) by the grievant on forms to be provided by the Port Authority to the Superintendent of Police or his designee on behalf of the Public Safety Department (with a copy to the Association if the President thereof or his designee is not the grievant) within thirty (30) working days of the commencement of the event which gave rise to the grievance or the date the grievant should reasonably have been expected to become aware of the event which gave rise to the grievance. If the grievance is not settled in writing within ten (10) working days of receipt of the grievance, the grievance may be appealed by the grievant to the Manager of the Labor Relations Department within fifteen (15) working days of receipt of the Step One response. Any such appeal shall be in writing and state the grounds therefor. If no Step One response is received within the specified time, the grievance shall be advanced to Step Two without further action by the grievant.

Step Two: Appeal of Grievance

The Manager, Labor Relations Department shall issue a written determination of an appeal from Step One within twenty (20) working days after the receipt of such appeal, setting forth the reasons for his determination. Any unsettled grievance may be appealed to arbitration as set forth in step Three.

Step Three: Arbitration

(a) Disciplinary charges: A disciplinary charge shall be considered automatically submitted to arbitration at the time of service of the charge. Within twenty (20) working days of the service of the Disciplinary Charge, the Port Authority shall notify the designated representative of the American Arbitration Association at their then current address, by the filing of a demand for arbitration, with a copy of the demand provided to the Association. The process for selecting the arbitrator shall begin upon the filing of the demand and shall proceed in accordance with the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association.

(b) Except as otherwise provided in Appendix "K" annexed to the Memorandum of Agreement, the President of the Association or his designee shall have the exclusive right to refer to arbitration any unsettled grievance with respect to the application or interpretation by the Port Authority of any provision of the Memorandum of Agreement (other than paragraph one of Section II, paragraph fourteen of Section XVII, Section XX and Appendix "J" referred to therein, Section XXVIII, Section XXIX, the second sentence of paragraph six of Section XXXII, and Section XLIX) which application or interpretation is alleged to constitute a violation of the said Memorandum of Agreement or any provision thereof by serving written notice in duplicate on the Manager, Labor Relations Department or his designee, not later than twenty (20) working days following receipt of the Step Two determination; provided, however, that, notwithstanding any provision or provisions of the Memorandum of Agreement, the term "grievance" shall not include any complaint or dispute whatsoever concerning unit work irrespective of its nature and source nor any complaint or dispute whatsoever concerning any transfer of a Detective or denial thereof irrespective of its nature and source if the Superintendent of Police declares in writing that such transfer or denial is deemed necessary for the good of the service and sets forth the reason or reasons therefor. No complaint or dispute whatsoever concerning any transfer of a Detective or denial thereof irrespective of its nature and source shall be subject to or processed through this Grievance procedure or submitted to arbitration if the Superintendent of Police declares in writing that such transfer or denial thereof is deemed necessary for the good of the service and sets forth the reason or reasons therefor. No complaint or dispute concerning unit work irrespective of its nature and source shall be subject to or processed through this Grievance Procedure or submitted to arbitration but shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel pursuant to Section XXIX of the Memorandum of Agreement.

(c) If the President of the Association elects to refer a grievance to arbitration he shall do so by filing a demand for arbitration with the Manager, Labor Relations Department and the designated representative at the American Arbitration Association at their then current address or, in the case of a grievance by the Port Authority pursuant to Appendix "K", upon the filing of a written notice of a demand to refer the

grievance to arbitration with the President of the Association, and the designated representative of the American Arbitration Association at their then current address, an arbitrator shall be selected in accordance with the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association.

(d) The arbitrator shall not have the power to add to, subtract from or modify the provisions of the Memorandum of Agreement and shall confine his decision solely to the interpretation and application of the Memorandum of Agreement. He shall confine himself to the precise issue presented for arbitration and shall have no authority to determine any other issues not so presented to him nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

(e) The decision or award or relief afforded by the arbitrator shall be final and binding upon the Port Authority, the Association and the grievant(s) or charged employee(s) to the extent permitted by and in accordance with applicable law and the Memorandum of Agreement.

(f) All fees and expenses of the American Arbitration Association and the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. However, if none of the disciplinary charges against a Detective are sustained by the Arbitrator, then the Port Authority shall pay reasonable counsel fees at the rates set forth in the Section of this Memorandum of Agreement entitled "Non-Civil Charges or Complaints" for the defense of the Detective in the arbitration.

(g) The Port Authority shall select the court reporters and arrange for their attendance. The Port Authority and Association shall divide equally the costs of the transcript for the arbitrator, court reporter fees and court reporter expenses. Each party shall be responsible for the cost of their own transcript(s).

(h) The arbitrator shall issue his decision as soon as possible after the close of the hearing. The arbitrator shall be bound by the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association. The hearing will be located alternately between Police Headquarters and the Association Office.

(i) The settlement or award or relief upon a grievance may or may not be retroactive as the equities of each case demand but in no event shall such resolution be retroactive to a date earlier than the date the grievance was first submitted or the date the grievance occurred.

(j) Grievance resolutions or decisions at Steps One and Two shall not constitute a precedent in any arbitration or other proceeding.

D. <u>Representation</u>

1. The grievant is entitled to Association representation at any grievance and arbitration meetings. The Association shall have the exclusive right to represent

members in any grievance provided, however, that any grievant or group of grievants shall have the right to present his or their own grievance at Steps One and Two without representation of any kind, provided further that no resolution of a grievance shall be inconsistent with the provisions of the Memorandum of Agreement. The Association shall receive copies of written determinations and of appeals at all Steps and may submit written comments thereon and shall have the right to be present and to offer statements at any grievance step meeting.

2. The grievant(s) and any witness(es) shall be excused from duty with pay as required for the processing of grievances, subject to the approval of the Superintendent of Police. If possible, any such request for excusal must be presented in advance, and approval thereof shall not be unreasonably withheld. Time off for Association representation purposes shall be in accordance with Limited Distribution Directive 2-05, dated April 12, 2005.

3. In the event a hearing of a disciplinary charge is scheduled to occur on the charged employee's scheduled day off (RDO), excluding RDO's falling within or concurrent to the employee's scheduled vacation period, he shall be given an RDO in place of the RDO eliminated by the scheduled hearing date. In the event the hearing date is scheduled on the charged employee's vacation day or on an RDO within or concurrent to a scheduled vacation the hearing for that date will be adjourned.

E. <u>Special Provisions</u>

1. The term "working days" as used in this Grievance Procedure shall mean calendar days exclusive of Saturdays, Sundays and public holidays.
2. The parties may mutually agree in writing, when circumstances warrant, to by-pass Step One of this Grievance Procedure.
3. The failure by the Port Authority to meet a deadline specified herein shall permit advancing the matter to the next Step. The failure of the grievant or the Association to file a grievance or an appeal within the time limit specified shall be deemed to be a resolution of the grievance.
4. All time limits contained in this procedure may be extended by mutual agreement in writing.

APPENDIX H

EXCUSED ABSENCES AND PERSONAL LEAVE

I. Introduction

This section describes the policy regarding excused absences and personal leave for permanent and probationary police employees covered by Memorandum of Agreement.

II. Definition

A. Excused absences are any authorized absences from scheduled hours of work for which no deduction is made from the employee's compensation, and which are not attributable to vacations, holidays, sick leave, military leave, or compensatory time credited or to be earned.

B. Personal leave is any authorized absence from scheduled hours of work for which no deduction is made from the employee's compensation, and which are not attributable to vacations, holidays, sick leave, military leave, or compensatory time credited or to be earned.

III. Policy

A. Excused Absences

Port Authority management grants time off with pay to police employees and identifies the absence as excused time under the following circumstances only:

1. Time necessary for involuntary participation in governmental proceedings such as jury duty, draft board examinations, Workmen's Compensation Board hearings, or appearing in court as a subpoenaed witness.

2. Time necessary for voting. Any eligible employee who desires to vote in a general election, primary election, special election or local election in the community where he resides, and who is required to work on the day of such election and whose hours of work are such that it will be difficult or impossible for him to vote, shall be granted two hours of excused time off to vote. Such time off shall be allowed only at the beginning or end of the employee's tour of duty as designated by his supervisor.

However, any employee who has four or more consecutive hours before or after his working hours during which polls are open will be considered to have sufficient time to vote outside of his working hours and will not, therefore, be granted excused time.

3. Time necessary because of a death in the employee's immediate family (spouse, child, parent, brother, sister, spouse's parent, other person living in the employee's home). When more than three scheduled work days are needed, the additional time must be approved by the Superintendent of Police. Absences in excess of five (5) work days for any one instance require written approval by the Personnel Director, copy to the Manager, Accounting Division.

4. Time for donating to the Port Authority Blood Bank. Any police employee who donates blood to the Port Authority Blood Bank during his normal work schedule is granted the rest of that working day off as excused time. Any police employee who donates blood outside his normal work schedule is granted three (3) hours of excused time, to be taken at a time mutually convenient to the police employee and his supervisor.

5. When overtime work in excess of five and one-half hours (5 1/2) is performed by a police employee who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four (4) consecutive hours off before the police employee starts his next normal tour. For example, if the police employee works from midnight until 6 A.M. and is scheduled to work the 8 A.M. to 4 P.M. tour, he receives two hours of excused time and starts his tour at 10 A.M.

6. Excused absences granted in accordance with the provisions of L.D.D. 2-05.

7. A Police employee who is scheduled to take a police promotion examination and who is also scheduled to work the tour of duty immediately preceding the scheduled commencement of that examination shall be excused from that tour of duty.

8. Special individual situations as recommended by the Superintendent of Police and approved by the Personnel Director.

B. Personal Leave

This section describes the policy and procedure regarding personal leave for permanent and probationary police employees covered by Memorandum of Agreement.

1. Police employees will receive up to five days of personal leave.

2. Each Police employee may, in addition to paragraph "1" herein, designate up to sixteen hours of compensatory time per annum to be converted into a maximum of two additional days of personal leave which may be taken in the year of designation. Once a Police employee has taken the maximum of sixteen hours of compensatory time converted to personal leave, the Police employee may, in addition, designate up to an additional sixteen hours of compensatory time per annum to be converted into a maximum of two additional days of personal leave which must be carried over into the following year unless paid in accordance with this Appendix "H".

3. Effective July 31, 1988, Detectives shall not have any right to take personal leave time on the following days: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Thanksgiving Day.

4. Except as set forth in III B3 above, personal leave can only be denied for the following reasons: failure of essential equipment or systems where there is an urgency to restore essential services, conditions resulting from serious accidents affecting facility operations, floods, fires, disasters or other similar emergencies, high security VIP arrivals or departures, strikes, picketing, riots, demonstrations, civil disorders or other occasions when crowds may gather that are not as a result of normal operations or occurrences and threatened or actual weather conditions which could adversely affect facility operations.

5. Police employees are to submit written notice in advance for personal leave to their commanding employee whenever possible. (Examples: used for vacation, family affair, planned event, etc.)

6. Accrual of Personal Leave Days

a. Five personal days will be credited to each police employee who is on payroll January 1 of each Year.

b. A Police employee may, at any time during the year, utilize up to sixteen hours per annum of his compensatory time as personal leave, consistent with III B.2.

c. Before or during payroll period #23 of each year, police employees may submit a handwritten memorandum to their Commanding Officer with regard to any unused personal leave days.

i) Police employees will have the right to carry all unused personal leave days (including converted compensatory time) into each following calendar year without limitation.

ii) Police employees will have the right to be paid for all or any unused personal leave days and the same shall be paid in payroll period #25 of any year.

iii) Police employees will have the right to include in their compensatory time bank all or any of their unused personal leave days.

iv) All unused personal leave days will be carried into the following calendar year for police employees who do not submit a handwritten memorandum during the prescribed time.

v) Police employees will be paid, upon separation from police service, for all unused personal leave days.

vi) Unused personal leave days will be accrued for payment in the year of separation on the basis of two days for each four-month period or any part thereof, to a maximum of five days, the police employee is on the payroll in the calendar year of separation.

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
LABOR RELATIONS DEPARTMENT
3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102
(973) 792-3580
(973) 792-3596 FAX

March 3, 2005

APPENDIX H
Attachment 1

Detective Richard Masella
President, Port Authority Detectives
Endowment Association
P.O. Box 2208 - South Station
Newark, NJ 07114

Dear Detective Masella:

Upon execution, this letter agreement will be part of the Memorandum of Agreement between the Port Authority and the Port Authority Detectives Endowment Association.

The parties hereby agree that in the event the Port Authority modifies the terms of AP 20-3.05 (revised January 16, 2001) – concerning Excused Absence – to include as a reason for an excused absence bereavement leave because of a death of a grandparent or domestic partner, then Appendix H of this Memorandum of Agreement shall be appropriately modified to include these aforementioned classes of persons to those groups of persons for whom Excused Absence is authorized under Paragraph III, A3 of Appendix H.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

AGREED TO:

Richard Masella, President
Port Authority Detectives Endowment Association

APPENDIX "I"

UNIT WORK CLARIFICATION

It is the purpose of this Appendix to clarify, but not to alter, the term "DEA unit work currently and heretofore performed by unit employees" as such term is used in Section XXVIII of this Memorandum of Agreement between The Port Authority of New York and New Jersey (Port Authority) and the Port Authority Detectives Endowment Association (DEA).

I. Under the direction of their Detective supervisors, Detectives currently perform and heretofore have performed the following work and other work consistent with certain guidelines dated April 5, 1983, and revised April 3, 1984:

1. Investigation of all reported crime at Port Authority facilities, including follow-up to the investigation normally performed by the arresting officer(s) as part of the initial arrest.

2. Surveillance of individuals, vehicles, and premises required to obtain information as part of investigations referred to in paragraph "1" above.

   It is recognized that Police Officers and other members of the Police Force working in plainclothes are assigned, at the discretion of the Facility Police Commanding Officer, to perform certain duties normally associated with the patrol function. Such Plainclothes assignments are a supplement to the normal uniformed police presence and are primarily concerned with observation for criminal activity and pick-up (on-view) arrests. Additionally, Police Officers and others also observe, inspect for, and report violations of facility rules and regulations.

3. All cargo and/or luggage theft investigations including handling procedures and in storage areas.

4. Police recruit investigations and civilian background investigations.

5. Suppression of narcotics trafficking involving this exchange of money for narcotics. It is recognized that plainclothes Police Officers and others make narcotics arrests where the offer to sell drugs is made to, or in the presence of, such others.

6. Plainclothes surveillance of Port Authority parking lots.

7. Service of search warrants and fugitive warrants. It is recognized that where a Police Officer has made an arrest, and as a result of a routine check, it is determined that an outstanding arrest warrant exists, the Officer may effect the arrest covered by the warrant.

8. Investigatory responsibilities resulting from the activities of special plainclothes Police Officer squads, such as youth squads, hack squads, tactical patrol units, etc., which are essentially engaged in providing general police patrol in plainclothes for the observation and apprehension of criminals, for the general protection of public and property, the suppression of crime, and for the making of pickup (on-view) arrests.

9. Both the investigation and the taking of appropriate action in connection with reported incidents and conditions, which could lead to criminal complaints against members of the Port Authority Police Force. Such investigations are under the direct supervision of a ranking Detective Supervisor who is to actively participate in these investigations.

10. Conducting line-ups and review of photo spreads required as part of an investigation.

II. Unless specifically approved by the Superintendent of Police or his designee and the DEA, plainclothes units shall not conduct: 1) surveillance operations such as staking out luggage, banks, stores for shoplifting activity or pickpocketing conduct; 2) all decoy operations, including posing as drunks or derelicts, except the luggage decoy operations at the PABT, consistent with Section XXVIII, Paragraph 2, of the DEA Memorandum of Agreement; or 3) activities requiring concealed taping.

III. Notwithstanding the examples of unit work included in Section "I" above, this unit work clarification does not alter Port Authority Job specification No. 2601, attached hereto as Document A. The preceding sentence is without prejudice to the position of either party as to whether there is any overlapping by Police Officers with respect to other unit work not discussed in this Appendix I and identified in Job Specification No. 2601, attached hereto as Document A.

APPENDIX J

PROCEDURE FOR PROMOTION OF DETECTIVES (JOB SPEC. 2601) TO THE RANK OF POLICE SERGEANT (JOB SPEC. 2605)

I. Promotion Evaluation Announcements

A. Announcements will be posted and mailed at least forty-five (45) days prior to the implementation of the first element of the evaluation.

B. Copies of promotion announcements shall be mailed by the Port Authority of New York and New Jersey (Port Authority) to each Detective both by certified mail return receipt requested to his/her address as indicated in Port Authority records, and by PAD mail to his/her assigned Facility Police Command, and will be posted conspicuously on the bulletin board(s) maintained for such purpose at each Facility Police Command. A copy of the promotion announcement will be delivered to the President of the Port Authority Police Detectives Endowment Association, (DEA) at least two (2) weeks before it is issued.

If the Port Authority determines that there will be a written test as an element of the evaluation, it will be administered on a Saturday, outside of prime vacation period and the suggested reading list for such written test shall be attached directly to the promotion announcement. All questions shall come exclusively from this material. A copy of all materials on the suggested reading list shall be given, at no cost, to each candidate immediately upon request by a candidate to the CIB Commanding Officer. The CIB

Commanding Officer will have been furnished sufficient copies of all such materials for this purpose by the date of issuance of the promotion announcement.

C. In addition to the above, the promotion announcement shall contain:

1. Responsibilities of the rank of Police Sergeant as set forth in the Job Specification No. 2605 in effect as of the date of the mailing of the promotion announcement.

2. The current salary range for Police Sergeant, indicating specified steps and increments.

3. Experience Requirements

4. Elements of evaluation to be utilized.

5. If there is to be a written test as an element of the evaluation, the date of the written test and of the make-up written test and the location of each.

6. The criteria to be utilized for and the weight to be given to the elements of evaluation.

7. If there is to be an appeal from the written test, if any, then a statement including:

a. Time limits for appeals.

b. The right (i) to be shown and obtain a copy of questions answered incorrectly on the written test, if any, and the correct answers; and (ii) to obtain a copy of the data on the candidate compiled for the evaluation..

c. The group who will entertain the appeals.

d. The form or forms upon which any appeal would be processed and where they can be obtained.

8. If there is to be a written test as an element of the evaluation, then a statement that a make-up written test then will be scheduled at least two weeks after the original test date and will be permitted for the following reasons only:

a. Absence due to military service.

b. Absence due to illness or injury - certification by a physician that candidate was ill or injured including injury incurred in the line of duty (IOD), and unable to take the test and the nature of the illness or injury.

c. Absence due to death in immediate family as defined in the Memorandum of Agreement between the Port Authority and the DEA in effect as on the date of the mailing of the promotion announcement.

d. Absence due to an error or omission by the Port Authority in scheduling the written test.

e. Absence due to official work assignment which prevents the candidate from taking the written test.

II. The Elements of Evaluation

A. The Port Authority shall determine the element(s) of evaluation in each promotion evaluation.

B.1. If the Port Authority includes a written test as an element of the promotion evaluation, it will be the first part of the evaluation. The passing grade for any test will be established by the Port Authority.

Candidates shall be provided an opportunity to be counseled at Human Resources Department offices with respect to their performance on the written test, if any. An appointment to do so is to be made by the candidate with the Supervisor, Test Development, Human Resources Department, or his/her successor in duties, within five

(5) days, excluding Saturdays, Sundays and Port Authority holidays as defined in the annual Holiday Schedule prepared by the Human Resources Director in the preceding year for non-field employees, of the candidate's receipt of notification of the written test results. During the course of counseling, the candidate shall have the right to be shown and obtain a copy of questions answered incorrectly on the written test and the correct answers.

B.2. The Port Authority is solely responsible for test development and administration including but not limited to such matters as the selection of the suggested reading list for any written test, the formulation of questions and determining the number of questions.

C. Promotion Performance Appraisal

1. If the Port Authority determines that there is to be a promotion performance appraisal as an element of the evaluation, each candidate's appraisal shall be made by the candidate's supervisor(s), up to a maximum of three (3).

Candidates will be notified by Police Headquarters of the identity of the supervisor(s) at least three (3) days, excluding Saturdays, Sundays and Port Authority holidays as defined in the Annual Holiday Schedule prepared by the Human Resources Director in the preceding year for non-field employees, in advance of its requesting the appraisal by such supervisor(s).

2. The promotion performance appraisal shall be made on a form, to be developed by the Port Authority a copy of which shall be attached to the Promotion Announcement.

3. Each rater shall be required to maintain strict confidentiality with respect to the candidate(s) assigned to him/her for rating until the date on which the Human Resources Department forwards the ratings to the CIB Commanding Officer. The rater(s) shall forward the original of the promotion performance appraisal form(s) directly to the Supervisor, Test Development, Human Resources or his/her successor in duties, who will notify each candidate in writing of his/her rating. A copy of the original of the promotion performance appraisal form(s) will be given to the candidate at the same time the original of the promotion performance appraisal form is forwarded to the Human Resources Department and a copy shall be retained, by the rater(s). After completion of all promotion performance appraisals, and after a predetermined date which shall be posted at the CIB, the promotion performance appraisal form(s) shall be forwarded to the CIB Commanding Officer, who shall schedule a meeting with each candidate in the CIB to review the candidate's entire promotion performance appraisal form and obtain the candidate's signature thereon.

If the Port Authority permits appeals of the promotion performance appraisal and a candidate wishes to appeal the promotion performance appraisal and is prepared to prove that the promotion performance appraisal procedure has not been adhered to or that he/she has suffered objective prejudice or bias, he/she shall write the word "appeal" next to his/her signature on the promotion performance appraisal.

D. Attendance - Each candidate's sick absences, and absences due to injuries incurred in the line of duty will be included as an element of the promotion evaluation.

III. The Eligible List

A. Candidates who successfully complete each element of the promotion evaluation shall be placed on a list of those eligible to be considered for promotion to the position of Police Sergeants. The selection of individuals for promotion to Police Sergeant shall be made by the Superintendent of Police from among the individuals whose names are on said eligible list. The time period for which a particular eligible list shall be used shall be determined by the Port Authority.

B. 1. Any candidate who would otherwise be eligible to be considered for promotion but who has been given a major disciplinary penalty pursuant to the Memorandum of Agreement shall not be eligible to be considered for promotion until six months shall have elapsed after the completion of such penalty.

2. Any candidate who would otherwise be eligible to be considered for promotion but who has been suspended with or without pay pending the preparation and/or processing of disciplinary charges seeking a major disciplinary penalty against him/her pursuant to the Memorandum of Agreement, shall not be eligible to be considered for promotion until the period of suspension has ended.

3. "Major disciplinary penalty" shall mean a disciplinary action enumerated in Paragraph V, A.. of Document H annexed to the Memorandum of Agreement and imposed pursuant to the Memorandum of Agreement.

C. Individuals on the permanent eligibility rosters established since 1972 for promotion to the rank of Police Sergeant will automatically be included on any eligible list of individuals eligible to be considered for promotions to the rank of Police Sergeant.

IV. Appeals

A. Appeal Board

1. In the event the Port Authority elects as part of any promotion evaluation conducted pursuant to this procedure to provide for an appeal process for any aspect of the evaluation, then there will be an Appeal Board which shall consist of three members to be appointed by the Director of the Human Resources Department.

2. The Appeal Board will act as the sole and final administrative appeal forum with respect to those matters within its jurisdiction. All decisions by a majority of the Appeal Board will be final and binding on the Port Authority, the DEA, and all other parties to the appeal.

3. The Appeal Board shall have the express powers and limitations specified herein, and where not in conflict with such express powers and limitations, it shall have the authority and limitations of an arbitrator under the grievance-arbitration procedure

under the Memorandum of Agreement between the Port Authority and the DEA in carrying out its function hereunder. It shall also have the power to consolidate appeals.

B. Appeals

1. In the event an appeal to a written test is permitted it shall only be entertained on the following grounds:

a. Where the candidate is prepared to prove that based on a review of the suggested reading list his/her answer or answers to any question or questions are correct or that there is more than one correct answer to a question.

b. Where the candidate is prepared to prove that a test item or question is misstated or misleading.

c. Where the candidate is prepared to prove that sources other than those appearing on the suggested reading list were used in the preparation of the question.

d. If the Port Authority eliminates a written test question or questions after administration of written test based on the grounds set forth in subparagraphs a, b, or c, above, or because, based on applicable law, the written test would be reasonably likely to result in "adverse impact" it will notify the candidates of such action along with their scores, and will state the reason or reasons therefor.

2. In the event a written test appeal is sustained, all written test scores for all candidates will be modified accordingly.

C. Appeals Format

1. If appeals are permitted, then they shall be in writing on the form or forms annexed to the Promotion Announcement, addressed to the Appeal Board, care of the Manager, Operations Division Human Resources Department, or his successor in duties. A candidate shall submit his/her appeal within ten (10) days, excluding Saturdays, Sundays and Port Authority holidays as defined in the Annual Holiday Schedule prepared by the Personnel Director in the preceding year for non-field employees, from the date of receipt by the candidate of notification of the results of the matter being appealed.

2. The Appeal Board shall then convene and shall be provided by the parties with, and shall review all materials it deems necessary to render a fair and impartial decision, subject to the discretion of the Appeal Board.

3. Failure of a candidate to meet any of the above appeals time limits will bar the appeal.

4. A candidate who submits an appeal shall have the right to be shown and obtain a copy of questions he answered incorrectly on the written test and the correct answers to those questions.

5. Promotions may be made from the eligible list notwithstanding the fact that all permitted appeals may not have been completed.

V. The grievance-arbitration procedure set forth in the Memorandum of Agreement between the Port Authority and the DEA shall not be applicable to this Police Sergeant promotion evaluation procedure, in whole or in part, or to the implementation thereof, including but not limited to any matter which is permitted to be submitted to the Appeal Board as set forth herein.

VI. A charge that the Port Authority has violated a procedural matter in this Police Sergeant Promotion Evaluation Procedure shall be submitted to the Port Authority Employment Relations Panel for an expedited determination.

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048
(212) 435-7000
(201) 961-6600

Appendix J

July 2, 1998

Detective Richard Masella, President
Detectives Endowment Association
JFK-Airport Station
P.O. Box 406
Jamaica, NY 11430-0406

Dear Mr. Masella:

In connection with the procedure for promotion of, Detectives to the rank of Police Sergeant (the "promotion procedure") set forth in Appendix J of the Memorandum of Agreement between the Port Authority and the Port Authority Police Detectives Endowment Association (DEA), the parties agree that:

1. The Port Authority will provide the President of the DEA with a copy of all agreements between the Port Authority and any outside, neutral testing firm engaged in connection with a promotion evaluation pursuant to the promotion procedure.

2. Prior to posting of an eligible list, the Port Authority will provide the President of the DEA with all pertinent data, including all scores and evaluations, if any, for each candidate on the list for each promotion criterion which was an element of that promotion evaluation.

3. Should it be determined by the Port Authority Employment Relations Panel or by any court of law that any provision contained herein or in Appendix J violates any right of any other person or persons or any other employee organization or organizations, or causes the Port Authority to do so or to fail in performing any duty imposed upon it by or pursuant to the Port Authority Labor Relations Instruction, such determination shall not impair the validity and enforceability of the remaining provisions of this agreement and of Appendix J. In such event, the Port Authority and the DEA shall immediately enter into negotiations with respect to a successor provision/s for any such provisions which are determined to be so violative.

Please indicate your concurrence in the above on behalf of the DEA, by signing in the space provided below and returning a signed original of this agreement to me.

Sincerely,

Hank Zulauf
Manager, Labor Relations

Concur: _____
Detective Richard Masella
Detectives Endowment Association

Date: July 2, 1998

Original - 12/26/84
Revised - 06/14/88
Revised - 12/16/92
Revised - 06/18/98

APPENDIX "K"

This Appendix "K" sets forth understandings between the Port Authority and the Port Authority Police Detectives Endowment Association concerning Detective vacation selections and assignments, and vacation relief coverage.

1. Vacation Selections and Assignments

   a. All Detectives will be assigned by Detective seniority ingrade to a letter grouping at their permanently assigned Facility Police Commands.

      The initial placement within the letter grouping for vacation picks in 1985 is by Detective seniority-ingrade. Vacation selections within the respective specified letter grouping for years succeeding 1985 shall be made on a rotation basis. For example, except as provided in Paragraph c below, the Detective selecting first in 1985 within a particular letter grouping will select last in 1986; the Detective selecting second in 1985 will move up one position in 1986. Said rotation will continue until the full cycle is realized, at which point the rotation will repeat itself.

   b. Each letter grouping will be provided with a yearly vacation schedule covering one calendar year in accordance with Paragraph 4 below. Detectives within these letter groupings will be allowed to select their vacation picks in either one week or two week blocks falling within the appropriate time frames established by Criminal Investigations Bureau memorandum. For example, two one week vacation periods between the beginning of the calendar year and the beginning of the summer prime time vacation period; two one week periods during the summer prime time vacation period; and two one week periods between the end of the summer prime time vacation period and the end of the calendar year.

   c. Detectives newly promoted or transferred to another letter grouping will maintain their current vacation selections for the entire calendar year in which their promotion or transfer takes place. The following year, said Detectives will assume the last pick within the letter grouping, and except as so modified, all other Detectives continuing in the group from the preceding year will pick according to the

progressive rotation within the group.

2. Vacation Relief Work Charts

a. If the Port Authority elects to have one or more Detective Vacation Relief positions, then the work charts for Detectives assigned to Vacation Relief positions will be developed and provided to the Association for review by December 31 of the prior year. These charts will be developed based upon the work charts of the individuals within the vacation group to be relieved. In developing these charts, for those periods where there are no scheduled vacations for which reliefs are required, the Vacation Relief Detective will be assigned a tour by the Commanding Officer. Such assignment shall be to a work chart contained in the Memorandum of Agreement, provided, however, that Detectives assigned to vacation relief positions may not be assigned to midnight work chart positions when excess until such time as a designated midnight vacation relief position is filled. All Vacation Relief charts, including revised Vacation Relief work charts, will be submitted to Police Headquarters for review after which these charts will be provided to the Association President for his review. The Association President may only withhold his approval of a Vacation Relief chart in the event any of the provisions of Section XII, Paragraphs 1 and 7(a), (b), or Section XIV, Paragraph 1(a),(b), or Section XVI of the Memorandum of Agreement are violated. Should a Vacation Relief chart not be approved by the Association President, he shall provide the Port Authority with the specific reason for withholding approval. If the Port Authority believes that the work chart does not violate Section XII, Paragraphs 1 and 7(a), (b), or Section XIV, Paragraph 1(a), (b), or Section XVI of the Memorandum of Agreement, it shall not implement the work chart and the Vacation Relief Detective whose chart is in dispute shall be assigned to a work chart in accordance with the Memorandum of Agreement pending resolution of the dispute and the dispute shall be submitted by the Port Authority to arbitration pursuant to Section C, Step Three of Appendix "G" of the Memorandum of Agreement, notwithstanding the provisions of Section C, Step Three, Paragraph (b) thereof, for a determination as to whether the work chart violated the above requirements. The burden of having such a work chart approved through arbitration shall be on the Port Authority.

b. Once a Vacation Relief Chart work chart has been implemented, it may be changed to adjust for a change in the scheduled vacation period or tours of individuals assigned to a vacation group. Examples of such changes would be those which result from the assignment of a new Detective to an existing group during the year or a change in the work schedule of a detective assigned to the vacation group as a result

of changes in squad or position of the individuals assigned to the group. In the event of any such changes, a revised Vacation Relief chart will be developed to provide coverage consistent with such changes. This revised chart shall be submitted to the Commanding Officer for review. If, as a result of such revisions, there is a change in any periods where there is no requirement for Vacation Relief coverage, the selection of tours to be worked during any such period will be made by the Commanding Officer at the time of his review of the revised chart. The revised Vacation Relief chart will be reviewed by Police Headquarters. All revised Vacation Relief charts will be provided to the Association President for his review. The Association President may only withhold his approval of a revised vacation relief chart in the event any of the provision of Section XII, Paragraphs 1 and 7 (a),(b), or Section XIV, Paragraph 1 (a), (b), or Section XVI of the Memorandum of Agreement are violated. Should a revised Vacation Relief chart not be approved by the Association President, he shall provide the Port Authority with the specific reasons for withholding approval. If the Port Authority believes that the revised work chart does not violate Section XII, Paragraphs 1 and 7 (a),(b), or Section XIV, Paragraph 1(a),(b), or Section XVI of the Memorandum of Agreement, it shall not implement the revised work chart and the Vacation Relief Detective whose chart is in dispute shall remain in his current work chart pending resolution of the dispute, and the dispute shall be submitted by the Port Authority to arbitration pursuant to Section C, Step Three of Appendix "G" of the Memorandum of Agreement notwithstanding the provisions of Section C, Step Three Paragraph (b) thereof for a determination as to whether the revised work chart violates the above requirements. The burden of having such a revised work chart approved through arbitration shall be on the Port Authority. Once a revised Vacation Relief chart is approved, it shall be the Detective's regular work schedule.

3. <u>Vacation Relief Positions</u>

a. Vacation Relief Positions shall be assigned to Facility Police Commands as provided for in the Detective Transfer Procedure Amended hereto as Document C. One Detective Vacation Relief Position may be assigned to WTC and shall provide Vacation Relief coverage for the Detectives assigned to WTC and NJMT. Vacation and other work assignments for that Vacation Relief Detective to either of those two (2) Facility Police Commands will not require payments provided for in Section XIV Paragraph 5 or mileage and carfare payments provided for in Section XLV of the Memorandum of Agreement. Mutual vacation exchange between Detectives assigned to different Facility Police Commands will not entitle them to the payment of schedule change premium provided for in Section XIV,

Paragraph 5 of the Memorandum of Agreement and mutual vacation Exchange between Detectives working different tours of duty will not entitle them to the payment of schedule change premium. Such exchanges shall be considered mutual exchanges to which Section XIII, Paragraphs 7 and 8 of the Memorandum of Agreement are applicable. Mileage allowance or carfare payments will not be paid to any Detective in any of the above situations.

b. Vacation relief was eliminated as a transfer list assignment effective January 1, 1985. Vacation relief assignments after January 1, 1985 will be selected in accordance with contract provisions from the complement of Detectives assigned to each Facility Police Command shown in the transfer procedure, annexed hereto as Document C.

4. Publication of Vacation Schedule Calendar

The yearly calendar setting forth the vacation schedule periods available for Detectives will be published annually in the month of September with final posting of Vacation Relief work charts by December 31.

5. Vacation and Training Conflict

A Detective scheduled for training during a vacation period has the option to either maintain his vacation or attend training. If the Detective attends training, he will receive vacation cancelled overtime payment. If the Detective elects to defer his vacation he shall select another vacation block within the same vacation period.
If a scheduling conflict between vacation and training occurs at the end of a vacation period, the Detective will select another vacation within the same vacation period, if practicable, and if not practicable in another vacation period, however, the rescheduling of a non-prime time vacation must be rescheduled in a non-prime vacation time period, and a prime time vacation must be rescheduled in a prime time vacation period.

6. CIB - Unscheduled Vacation Days

a) Detectives will be allowed to schedule the three unscheduled vacation days at their option and will not be restricted to specified periods throughout the year except as provided for in in Sub Paragraph (b) of this Paragraph 6.

b) If a Detective has not given written notice to the Commanding Officer of the Criminal Investigation Bureau by November 15 of the applicable year of the date(s) the Detective will utilize any of the three

unscheduled vacation days, the Commanding Officer of the CIB may schedule the remaining vacation days to be taken before the end of the applicable year.

c) Nothing contained herein is intended to affect the right of a Detective to request a carry-over of up to five (5) unused vacation days in accordance with the Appendix D of this Memorandum of Agreement.

d) The vacation allowance of 33 days consists of 28 vacation days and 5 RDO's.

APPENDIX L

REPEATED AND EXCESSIVE ABSENCE DISCIPLINE

Effective with the execution of the Memorandum of Agreement the following shall be applicable to disciplining a Detective for Repeated and Excessive Absence:

A. This Appendix provides a progressive discipline system for Repeated and Excessive Absence. In accordance with Paragraph B. 1. below, no Detective shall be subject to entering the progressive disciplinary process under this Appendix until and unless he has at least two occasions of absence and at least eighteen regularly scheduled workdays absent in a consecutive period up to nine months. In addition to the automatic exemption of certain injuries incurred in the line of duty as set forth below, the Superintendent of Police can consider the totality of the circumstances involving any absence from duty and in his sole discretion may exclude such absence(s) from the disciplinary process. The Superintendent's decision as to whether an absence is or is not to be excluded shall be without precedential value. Absences on account of pregnancy or on account of maternity leave shall not constitute absences for purposes of establishing "repeated and excessive absence" for disciplinary action.

A Detective who enters the progressive disciplinary process is subject to successive stages of discipline which provide for successively greater maximum penalties. A Detective who enters the progressive disciplinary process is also able to retreat out of it. If a Detective is at a particular stage in this disciplinary process and the next subsequent charge in the process is either not brought against him or, if brought, is not sustained, then a Detective shall retreat to the immediately preceding stage in the process. In this way, a Detective who had entered the process may, retreat trough the stages and return to the status of a Detective against whom no charge of Repeated and Excessive Absence has been sustained. Such a Detective shall be subject to reentering the progressive disciplinary process only as provided in Paragraph B.I. below.

B 1. A Detective who has two or more occasions of absence and a total of eighteen or more regularly scheduled workdays absent in any consecutive period up to nine months shall be subject to being charged with Repeated and <u>Excessive- Absence Stage I.</u>

However, if a Detective's absence record for the period which includes the period which would otherwise be covered by that Stage I charge and the nine month

period immediately preceding the first day of absence in that period is four or more occasions of absence and a total of twenty-five or more regularly scheduled work days absent, he shall be subject to being charged instead with Repeated and Excessive Absence - Stage II.

A Detective who has a Stage I charge or, as provided above, a Stage II charge against him sustained shall have thereby entered or reentered, as the case may be, the progressive disciplinary process for Repeated and Excessive Absence.

2. If a Detective against whom a Stage I charge has been sustained has two or more occasions of absence and a total of twelve or more regularly scheduled work days absent in the nine month period, or any part therof, immediately following the period covered by a sustained Stage I charge, a Detective shall be subject to being charged with Repeated and Excessive Absence -Stage II.

If no Stage II charge is brought against a Detective with respect to absences within the nine month period, or any part thereof, immediately following the period covered by the sustained Stage I charge, or if no Stage II charge with respect to absences within the nine month period immediately following the period covered by a sustained Stage I charge is sustained, then a Detective shall retreat to the status of a Detective against whom no charge of Repeated and Excessive Absence has been sustained.

3. If a Detective against whom a Stage II charge has been sustained has two or more occasions of absence and a total of twelve or more regularly scheduled work days absent in the nine month period, or any part therof, immediately following the period covered by a sustained Stage II charge, he shall be subject to being charged with Repeated and Excessive Absence — Stage III.

If no Stage III charge is brought against Detective with respect to absences which occurred within the nine month period, or any part thereof, immediately following the period covered by a sustained Stage II charge, or if no Stage III charge with respect to absences which occurred within the nine month period immediately following the period covered by a sustained Stage II charge is sustained, then for purposes of discipline for Repeated and Excessive Absence with respect to absences in the next subsequent nine month period, or any part thereof, a Detective shall retreat to the status of a Detective against whom a Stage I charge has been sustained.

4. If a Detective against whom a Stage III charge has been sustained has two or more occasions of absence and a total of twelve or more regularly scheduled work days absent in the nine month period, or any part therof, immediately following the period covered by a sustained Stage III charge, he shall be subject to being charged with Repeated and Excessive Absence - Stage IV.

If no Stage IV charge is brought against a Detective with respect to absences within the nine month period, or any part therof, immediately following the

period covered by a sustained Stage III charge, or if no Stage IV charge with respect to absences within the nine month period immediately following the period covered by a sustained Stage III charge is sustained, then for purposes of discipline for Repeated and Excessive Absences with respect to absences in the next subsequent nine month period, or any part therof, a Detective shall retreat to the status of a Detective against whom a Stage II charge has been sustained.

5. If a Detective against whom a Stage IV charge has been sustained is assessed a penalty from among temporary reduction in pay, compulsory leave of absence without pay, reduction in seniority or forfeiture of vacation rather than dismissal from employment, then if a Detective has two or more occasions of absence and a total of twelve or more regularly scheduled work days absent in the nine month period, or any part thereof, immediately following the period covered by a sustained Stage IV charge, he shall be subject to being charged with Repeated and Excessive Absence - Stage IV.

If no Stage IV charge is brought against a Detective with respect to absences which occurred within the nine month period, or any part thereof, immediately following the period covered by a sustained Stage IV charge, or if no Stage IV charge with respect to absences which occurred within the nine month period immediately following the period covered by a sustained Stage IV charge is sustained, then for purposes of discipline for Repeated and Excessive Absence with respect to the next subsequent nine month period, or any part thereof, a Detective shall retreat to the status of a Detective against whom a Stage III charge has been sustained.

C. APPLICABLE DISCIPLINARY HEARINGS AND PENALITIES

Hearings of a disciplinary charge of Repeated and Excessive Absence — Stage I, Stage II or Stage III shall be in accordance with Appendix "G" and Section XXVII of the Memorandum of Agreement.

The range of penalties for these Stages shall be:

Stage I - up to a maximum penalty of one day compulsory leave without pay

Stage II - up to a maximum penalty of six days compulsory leave without pay

Stage III - up to a maximum penalty of ten days compulsory leave without pay

Hearings of and penalties for disciplinary charge of Repeated and Excessive - Absence - Stage IV shall be in accordance with Appendix "G" and Section XXVII of the Memorandum of Agreement.

In addition to the automatic exemption of certain injuries incurred in the line of duty as set forth below, the Arbitrator may consider the totality of the circumstances surrounding the absences not automatically exempt in determining whether discipline is warranted and the penalty is appropriate.

D. ABSENCE

As used herein the term "absence" shall include all sick absences and absences due to injuries incurred in the line of duty, except for the following injuries incurred in the line of duty.

Those injuries incurred in the line of duty which directly result from:

i. Actions of a Detective which arise out of, are directly related to and are in furtherance of the lawful exercise of police functions, or

ii. Criminal assault on a Detective while on duty whether engaged in police action or not, or

iii Crash, fire, rescue or other similar public safety operations, and which result in serious personal injury to a Detective shall be automatically exempt from absences which may be considered for Repeated and Excessive Absence discipline.

The Superintendent of Police shall make the initial determination as to whether an absence shall be classified as "exempt" in accordance with the aforesaid. The Superintendent's determination as to whether an absence shall be classified as "exempt" may be used as precedent in subsequent proceedings under this Appendix.

The term "absence" shall not include such infractions as tardiness, being off post, A.W.O.L. and the like, and such infractions must be separately charged and specified.

"OCCASION OF ABSENCE"

To be counted, as an occasion of absence in a charge of Repeated and Excessive Absence, the occasion of absence must commence in the period covered by the charge, which period, except as provided under Paragraph B.I. above, may be any consecutive period up to, but not more than, nine months in duration.

If an occasion of absence commences but does not end in the period covered by a charge of Repeated and Excessive Absence, then the regularly scheduled work days absent attributable to that occasion of absence which are in the period covered by the charge may be used to calculate the total of days absent in the period covered by the charge and those regularly scheduled work days absent during that occasion of absence which are not in the period covered by the charge may be used to calculate the total of days absent in the immediately following period.

E. The provisions of this document shall be applicable only to events which occur after the date of execution of the Memorandum of Agreement, and no event or absence which occurred prior to the date of execution of the Memorandum of Agreement shall be included in any area of discipline to determine if a Detective is guilty of Repeated and Excessive Absence under this Appendix.

F. The Port Authority shall have the right to discipline a Detective for Repeated and Excessive Absence irrespective of the standards contained in Paragraph 1 of Section II of Appendix "F," annexed to the Memorandum of Agreement.

G. No Detective shall be charged with a violation of Rule 5, Paragraph 5 of "General Rules and Regulations for all Port Authority Employees" with respect to sick absences and absences due to injury incurred in the line of duty which occurs after the execution of this Memorandum of Agreement but any such charge for absences occurring after the execution of this Memorandum of Agreement shall be expressed as a violation of Repeated and Excessive Absence as indicated above.

H. The right of the Association to utilize the grievance-arbitration procedure contained in this Memorandum of Agreement shall not be diminished in any way and shall be applicable to all matters included herein.

APPENDIX M

DRUG TESTING
POLICY AND PROCEDURES

PREAMBLE

The mutual intention of the signatories to this policy is to insure that any individual subject to this Agreement who is engaged in the illegal or unauthorized use of drugs (as defined herein) shall be separated from employment with the Port Authority pursuant to the following:

POLICY

In order to investigate and detect the use of illegal drugs and the unauthorized use of: marijuana, opiates, amphetamines, cocaine and phencyclidine or their metabolites by member(s) of the Port Authority Public Safety Department (member(s)), the following procedures will become effective upon the execution of the 1991-2003 Memorandum of Agreement.

I. CONFIDENTIALITY

The results obtained from any administration of a reasonable suspicion or random drug test shall be strictly confidential. The results obtained from any such drug test shall be limited to internal administrative purposes only and shall not be divulged by the Port Authority to any person not requiring knowledge thereof, nor shall they be used by the Port Authority in connection with any criminal investigation or prosecution, nor shall the Port Authority release the results of any drug test to anyone, including another Law Enforcement Agency for use in connection with any criminal investigation or prosecution, except where such release is compelled by subpoena or court order or otherwise required by law.

II. SCREENING

The administration of screening tests to detect the presence of the following drugs: marijuana, opiates, amphetamines, cocaine and phencyclidine or their metabolites in members of the Department will be performed in the following instances:

1. Upon reasonable suspicion that a member is under the influence or is engaged in the illegal or unauthorized use of the above drugs;

2. On a random basis, without advance notice; and

3. Pursuant to the Rehabilitation Opportunity Agreement For Positive Test Results (Appendix 2) and The Rehabilitation Opportunity Agreement For Self-Identification Situations (Appendix 3).

III. TESTING BASED UPON REASONABLE SUSPICION

A. A member may be required to undergo drug testing based on "reasonable suspicion" when facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably suspect that the member is engaged in the illegal or unauthorized use of the above drugs. Reasonable suspicion must be supported by specific, articulable facts which may include, but are not limited to: reports and observations of the member's drug related activities such as purchase, sale or possession of drugs; associations with known drug dealers or users; observations of the member at known drug or drug related locations; an otherwise unexplained change in a member's behavior or work performance; an observed impairment of the member's ability to perform his or her duties. An accident, by itself, will not automatically require a member to submit to a reasonable suspicion drug test.

B. A superior officer shall report the basis for his reasonable suspicion to the Superintendent of Police or a designee. The Superintendent or a designee shall decide whether to direct the member to drug testing. Prior to so deciding, the Superintendent or a designee may meet with the member. If such a meeting is held, a representative from among those designated by the Association shall have a right to be present, except that the meeting shall not be delayed for more than two (2) hours for the purpose of having a designated Association representative present.

C. If the member is ordered to submit to a drug test, the member shall be given a brief verbal statement of the basis for the reasonable suspicion. A verbal directive to submit to a drug test shall be confirmed in writing, as shall the facts constituting the basis for the reasonable suspicion, but the testing shall not be delayed pending issuance of such written directive and statement of facts.

IV. RANDOM DRUG TESTING

The Superintendent of Police or a designee shall be responsible for the scheduling and administration of random drug tests.

A. Selection of members to be tested on a random basis shall be made from a database consisting of all members covered by the memorandum of agreement. This procedure will be performed by the Superintendent or a designee and may be witnessed by the Association President or a designee, except that the selection shall not be delayed later than 8:00 a.m. on the day that random selection shall occur for the purpose of having the Association President or a designee present. The Association President or a designee shall be notified no later than 4:00 p.m. on the day prior to the date on which a random selection is to occur. Such notice may be by fax to the Association office.

B. On the day which members are to be randomly tested a random list of names and member numbers will be generated until a sufficient number of members are available to meet the quota established by the Superintendent of Police. Members on the generated list who are scheduled to be on vacation or a regular day off will not be included in the list. Port Authority

management and the Association's representative, if present, will sign the generated list. The random selection of a member will not result in that member's name being removed from any future selection process.

C. Member Notification Form - Members selected for random drug testing pursuant to this Procedure will receive the Member Notification Form (Appendix 1).

A member selected for testing must remain at the collection site until the test has been completed and the completion of a test will occur no later than two hours after the conclusion of the member's tour. Any member selected for testing and reporting absent due to sickness, IOD, or personal leave on the test date, must provide a urine specimen the next time specimen collection takes place at his facility while the member is on duty there. This collection will be random in that the member's name was selected at random for a previous test and the date of the next collection is also random.

For the purpose of determining who is scheduled to work on the day random testing is to be done the following tours shall be the tours to be tested: The day and afternoon tours of the date that the names are randomly selected and the night tour of the day immediately following the date that the names are randomly selected.

V. EXEMPTIONS FROM DRUG TESTING

The member must report to the scheduled submission site within the time designated by the Port Authority's management or the member's supervisor unless they are absent due to: an excused absence or personal leave as defined in Appendix H of the parties' Memorandum of Agreement, an assignment or excusal authorized by the Superintendent of Police or a designee, military leave, sickness or injury incurred in the line of duty, compensatory time, vacation, holidays, or an assignment out of the Port District which has been scheduled before the member has been notified to report for drug testing. The parties agree that members who are exempt pursuant to this Article will not be charged with a Refusal to Cooperate as defined in Article VII, Paragraph A, of this Drug Testing Policy and Procedure and not subject to the DISCIPLINARY ARBITRATION PROCEDURES FOR A VIOLATION OF THE DRUG TESTING POLICY AND PROCEDURES as set forth herein as Article XII. Any claim that a member was not properly exempt under this Article must be charged by the Port Authority pursuant to the disciplinary provisions of the Memorandum of Agreement.

VI. TESTING PROCEDURES AND RESULTS OF DRUG TESTS

A. The parties will be bound by 49 CFR Part 40, subpart A-General with respect to drugs only, and subpart B - Drug Testing, for all drug testing conducted pursuant to this 1991-2003 Memorandum of Agreement. The parties further agree to the following:

B. Testing Procedures

1. Collection Procedures

a. The procedures for collection of urine shall be in accordance with 49CFR Part 40, Urine Specimen Collection Procedures Guidelines.

b. Each member tested shall only be tested for the following drugs or their metabolites: marijuana, cocaine, opiates, amphetamines and phencyclidine.

c. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

	Initial test cutoff levels (ng/ml)
Marijuana metabolite	50
Cocaine metabolites	300
Opiate metabolites	* 300
Phencyclidine	25
Amphetamines	1,000

* -25 ng/ml if immunoassay specific for free morphine.

d. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) at the cutoff levels listed below for each drug.

	Confirmatory test cutoff levels (ng/ml)
Marijuana metabolite \1\	15
Cocaine metabolite \2\	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine\3\	500

\1\ Delta-9-tetrahydrocannabinol-9-carboxylic acid.
\2\ Benzoylecogonine.
\3\ Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

e. These cutoff levels are subject to change by the Department of Health and Human Services ("DHHS") as advances in technology or other considerations warrant identification of these substances at other concentrations. The Port Authority will notify the Association by registered mail, return receipt requested or overnight delivery mail service with written proof of service of any changes in the cutoff levels made by the DHHS. The Association may also notify the Port Authority's Office of Medical Services by registered mail, return receipt requested, or overnight delivery mail service with written proof of services of any changes in the cutoff levels made by the DHHS. Any such changes will become effective upon the date prescribed by the DHHS provided the Port Authority has given the Association notice or vice versa of such changes. No change will become effective unless the Port Authority has given the Association notice of such change or vice versa.

2. Each member being tested on the basis of reasonable suspicion shall be accompanied by a representative of the Association, except that the testing process will not be delayed for more than two (2) hours for the purpose of having an Association representative present. The Association representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way. The Association will provide the Department with a list of no fewer than five (5) representatives to be available for this purpose. If on duty, said representative shall be excused from duty with full pay and benefits to accompany a member.

3. During the testing process the member shall cooperate with requests for information concerning his use of medications, and with all other requirements of the testing process such as acknowledgment of giving of a urine specimen.

4. The parties agree to the "split sample" method of collection as outlined in 40 CFR §40.25. When directed in writing by the MRO to forward the split specimen to another DHHS-certified laboratory selected by the Port Authority for analysis, the second laboratory shall analyze the split specimen by GC/MS to reconfirm the presence of the drug(s) or drug metabolite (s) found in the primary specimen. Such GC/MS confirmation shall be conducted pursuant to 49 CFR §40.29(b)(3).

5. The Port Authority shall pay all costs and fees with respect to the testing procedures set forth in Article VI.

6. All future amendments, additions, deletions and revisions concerning drug testing that are approved and issued by the Department of Transportation ("DOT") or DHHS will be adopted by the parties. The Port Authority will notify the Association by registered mail, return receipt requested, or overnight delivery mail service with written proof of service of any amendments or modifications to 49 CFR Part 40. The Association may also notify the Port Authority's Office of Medical Services by registered mail, return receipt requested, or overnight delivery mail service with written proof of service of any amendments or modifications to 49 CFR Part 40. The parties further agree that any such amendments or modifications to 49 CFR Part 40 will become effective upon the date prescribed by the DOT/DHHS provided the Port Authority has given the Association notice or vice versa of such amendments or modification. No amendment or modification will become effective unless the Port Authority has given the Association notice of such change or vice versa.

C. Results of Drug Tests

1. The MRO, as defined in 49 CFR Part 40, will receive all test results.

2. The MRO will notify each member who tests negative of such result by registered mail, return receipt requested and regular mail within five business days of the date the MRO receives the results from the laboratory, to the address indicated in Port Authority records. All test results will be retained by the MRO in a locked separate file in the Office of Medical Services.

3. Whenever a drug test is canceled for any reason pursuant to this Drug Testing Policy and Procedures or 49 CFR Part 40, any prior positive readings will be nullified and any suspension imposed will be rescinded with the tested individual receiving full pay for the period of the suspension.

4. Upon receipt of a positive test result, the MRO will notify the Superintendent or a designee who will immediately schedule the member who tested positive to report to the MRO in the Office of Medical Services, on that member's next scheduled workday that the Office of Medical Services is open for a complete review of the test results.

5. The member must meet privately with the MRO to discuss any legitimate explanation for the positive test result including the use of prescription and over-the-counter medications. The MRO will give the member a copy of the positive test result report at that time. The member must fully cooperate with the MRO during this interview. If the MRO determines that there is a

legitimate medical explanation for the confirmed positive test result, the MRO will report the test result to the Superintendent or a designee representative as verified negative. If the MRO determines that there is no legitimate explanation for the confirmed positive test result, the result will be verified positive by the MRO and communicated to the member during the meeting. If the MRO verifies the positive test result, the MRO will notify the tested member by registered mail, return receipt requested and regular mail within five business days. The MRO will notify the member at the meeting that he/she may request a test of the "split specimen" and will explain the procedures for requesting a split specimen test and how this test is conducted. The MRO also will notify the Superintendent or a designee of the result who will then notify the tested member's supervisor. Such member will be subject to the discipline in accordance with Article XII herein.

6. If a member provides a written request to the MRO within 72 hours of being notified by the MRO of a verified positive test result for an analysis of the split specimen, the MRO will request that the split specimen be analyzed pursuant to 49 CFR Part 40. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) found in the primary specimen, then the MRO will report the test as verified negative to the Superintendent or a designee and the tested individual by registered mail, return receipt requested, and regular mail within five business days. If the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and the reasons for it to the Superintendent or a designee and the tested individual by registered mail, return receipt requested, and regular mail within five business days. However, if the split specimen reconfirms the presence of the drug(s) or drug metabolite(s), the MRO will notify the Superintendent or a designee and the tested member of the test results by registered mail, return receipt requested, and regular mail within five business days.

VII. REFUSALS TO COOPERATE AND POSITIVE TEST RESULTS

A. Refusal To Cooperate

With the exception of members exempted from this Drug Testing Policy and Procedures as defined in Article V, Exemptions From Drug Testing, the refusal by a member to cooperate with any requirement of this procedure including, but not limited to, refusal to complete the Member Notification Form (Appendix 1) and the Drug Testing Custody and Control Form and the Split Specimen Request Form (Appendix 10), failure to provide urine or an adequate amount of urine if a licensed physician who is acceptable to the Port Authority determines in his or her reasonable medical judgment that a medical condition did not or with a high degree of probability, could not have precluded the employee from providing an adequate amount of urine, engaging in conduct that clearly obstructs the testing process, including but not limited to, the adulteration or substitution of a urine specimen or attempts to substitute or adulterate a specimen; failure to report

as directed by management or the member's supervisor directly to the collection site, or to delay the collection, testing or verification process, refusal to comply with other provisions of this procedure, refusal to accept a restricted assignment while the member is participating in a counseling, treatment or rehabilitation program, or refusal to comply with terms of the Rehabilitation Opportunity Agreement For Positive Test Results (Appendix 2), or the Rehabilitation Opportunity Agreement For Self-Identification Situations (Appendix 3), shall constitute a refusal to cooperate. If a member cannot provide urine or an adequate amount of urine, and that inability was not due to a medical condition in the opinion of the licensed physician referenced herein, the member will be granted the opportunity to sign the Failure to Cooperate: Failure to Provide Specimen Waiver Agreement (Appendix 9). If the member signs this form, he or she will not be charged with refusal to cooperate and must abide by the terms of the Waiver Agreement contained therein. The only penalty for member's refusal to cooperate is termination, if the charge is sustained in a disciplinary action set forth in Article XII herein.

B. Positive Test Results

Any member who is required to submit to a reasonable suspicion drug test pursuant to this policy, will be administratively suspended from duty until the Port Authority receives the verified test results and, if requested, the split specimen test result. If the test result or split specimen test result is negative or canceled, the member will be reinstated and will receive full pay for the period of the suspension. If the test result or split specimen result is positive, the member will be suspended without pay. Termination is the only penalty for a member who receives a verified positive drug test, if the charge is sustained in a disciplinary action as set forth in Article XII herein. If the charge against a member who was verified positive by the MRO in accordance with this Drug Testing Policy and Procedures or 49 CFR Part 40 is not sustained the member will be reinstated without back pay and must sign a Rehabilitation Opportunity Agreement For Positive Test Results (Appendix 2). Refusal to execute or fully comply with the terms of the Agreement shall constitute refusal to cooperate and subject the member to termination. No disciplinary action will be taken against a member on the basis of any positive test that does not meet the cutoff levels provided in 49 CFR Part 40, Subpart B§40.29. The confirmation test of the split specimen shall be pursuant to 49 CFR §40.29.(b)(3).

VIII. DATA RETENTION AND PRODUCTION

A. Records Management and Production

The following records will be maintained in a secured location at Police Headquarters.

1. A copy of standard operating procedures for the Random Drug Testing Program.
2. a. Program Disks
   b. Data Base File Disks
   c. Original computer generated random selection lists by sequential run numbers.

3. Copy #7 of the Chain of Custody Form for each specimen taken.
4. Copies of the original Member Notification Forms.
5. Copies of any and all documents concerning the directive to submit to a reasonable suspicion drug test and the facts constituting the basis for the reasonable suspicion determination.
6. A litigation package, which is to be provided and retained by the DHHS certified Laboratory who performed the analysis of the member's drug test. The documents currently comprising this litigation package are attached to correspondence dated April 4, 2005. In the event there is a change in what the laboratory makes available to the Port Authority, the document provided for in the correspondence dated April 4, 2005 shall be modified accordingly.
7. Any disclosed information related to a positive drug test of an individual pursuant to 49 CFR Part 40.

The parties agree that no other records shall be provided by the Port Authority. Additionally, the arbitrator has no authority to require the Port Authority to produce any other records, other than what is specifically noted in this Article, including those documents reproduced in Appendix 4.

B. Employee Access to Records and Information

Members subject to disciplinary action under this Agreement will have a right to seek information as permitted by 49 CFR Part 40, beyond that granted by Article VIII, Paragraph A of this Agreement. The arbitrator shall permit a reasonable adjournment pending pursuit of such information. Notwithstanding the foregoing, the failure of the Port Authority's laboratory or other Port Authority agents to provide documents beyond those documents listed in Article VIII, Paragraph A, shall not be considered by the arbitrator in rendering his or her decision on the merits of the case.

C. The release of the above records by the Port Authority, or any of its agents, to the specific member may be used only by such member, his or her collective bargaining representative or counsel, in direct connection with disciplinary proceedings concerning the specific member's drug test result. The parties agree that such records may not be used in connection with another member's disciplinary proceedings. Further, the parties agree that such documents are confidential and may not be released or discussed except in connection with the disciplinary proceeding or other proceedings initiated by or on behalf of the specific member.

D. Urine Specimens

Positive urine specimens will be retained by the Port Authority's DHHS certified laboratory according to 49 CFR Part 40 for one year. If requested by the member or by the Port Authority, arrangements will be made with the laboratory for a longer retention period. Negative samples will be discarded by the DHHS laboratories.

IX. OPPORTUNITY FOR REHABILITATION

If a member voluntarily has self-identified as having a drug problem to the Superintendent or a designee and requests assistance for such a problem before being selected for a drug test required by this policy, the Port Authority will refer such member to Port Authority's substance abuse professional ("SAP") who shall determine what assistance the member needs in resolving problems associated with controlled substance use. After the evaluation, the SAP will refer the member for appropriate counseling, treatment or rehabilitation.

Such member shall be referred to participate in a counseling, treatment, or rehabilitation program pursuant to the provisions of the Rehabilitation Opportunity Agreement For Self-Identification Situations (Appendix 3). The member must execute the Rehabilitation Opportunity Agreement prior to entering the program. Refusal to execute or fully comply with the terms of the Agreement shall constitute refusal to cooperate and subject the member to termination as stated in Article VII above.

The member shall use sick leave and, if such is exhausted, or if the member chooses, vacation, personal leave and banked compensatory time for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

The member will be required to satisfactorily complete any counseling, treatment or rehabilitation program before being eligible to return to duty. Upon return to duty, such member will be required to submit to a drug test and must receive a verified negative result. Such member also will be required to submit to follow-up drug tests. The number and frequency of such follow-up testing shall be directed by the SAP and will consist of no more than six tests in the 12 months following the member's return to duty. Thereafter, additional tests will be at the discretion, of the substance abuse professional for the next 48 months. Such follow-up testing will be required in addition to all other tests required by this policy. If the SAP determines that a member who is participating in a counseling, treatment or rehabilitation program is able to perform a restricted assignment while in such program, the Superintendent or a designee will, in his sole discretion, determine whether any restricted assignments are available, and, if so, will in his sole discretion assign such member to the available assignment. Further, the member must accept any restricted assignment. The failure of the member to accept such assignment will constitute a refusal to cooperate as defined herein and will result in the member's termination, if the charge is sustained in the disciplinary proceedings set forth in Article XII herein.

X. UNANNOUNCED TESTING FOR MEMBERS ASSIGNED TO CERTAIN IDENTIFIED POSITIONS

Members assigned to Narcotics Detectives, K-9, and plainclothes narcotics related assignments, will undergo unannounced drug testing at least once per year. This testing does not preclude members of the aforementioned units from being randomly tested at any time during the year. A member's name will not be removed from the random computer database after being chosen for unannounced testing. However, if an officer is selected for random testing before

he/she is selected for unannounced testing, his/her name will be removed from the unannounced list and his/her requirement for annual unannounced testing will be deemed fulfilled.

XI MISCELLANEOUS

a. The parties agree on the modifications to the list of approved rehabilitation facilities attached as Appendix 5.

b. Members who come into contact with suspected drugs covered by this Agreement while acting within the scope of their employment will fill out a DRUG EXPOSURE FORM annexed hereto as Appendix 7. The form shall be dated, numbered and entered into the member's facility police blotter, and must be forwarded to the Superintendent or a designee along with a handwritten report from the member detailing the events of the contact or all other appropriate police reports. The Superintendent or a designee may order the member to be tested for the presence of drugs as set forth in Article II. If in the screening of this test as set forth in Article II, there is a confirmed positive test, the MRO will request from the Superintendent or a designee a copy of the aforementioned forms and will review it in accordance with 49 CFR Part 40 and applicable DOT/DHHS guidelines prior to verification. If the MRO determines that the positive result is due to the contact described in the form, the test shall be verified as negative. (If the MRO determines that the positive result is not due to the contact described in the form, the test will be verified positive and the member will be subject to the discipline set forth in Article VII herein, unless the MRO determines that there is a legitimate medical explanation for the positive test result.)

c. A copy of all contracts pertaining to all collection of urine specimens and laboratory services involved in this procedure shall be provided to the Association within thirty (30) days after the Port Authority's execution of any contract(s) with the collection agencies and laboratories.

XII. DISCIPLINARY ARBITRATION PROCEDURES FOR A CHARGE OF VIOLATION OF THE DRUG TESTING POLICY AND PROCEDURES

With the exception of a charge by the Port Authority that a member improperly claimed an exemption from testing pursuant to Article V, Exemptions From Drug Testing. of this Drug Testing Policy and Procedures which must be brought as a disciplinary action pursuant to the disciplinary provisions of the Memorandum of Agreement, the disciplinary procedures as set forth in this Article are the only procedures for a charge of a violation of the provisions of this Drug Testing Policy and Procedures. Except as otherwise provided in Section XII (A)(1.), the parties agree that the P.A.I. 20-1.10 or the grievance/arbitration provisions contained in the parties' Memorandum of Agreement does not apply to violations of the Drug Testing Policy and Procedures. Any member who has been charged with violating this policy, shall be placed on full suspension (no pay) until a final decision has been rendered by an arbitrator pursuant to the

procedures set forth below. The decision of the arbitrator shall be final and binding on the parties.

A. The Disciplinary Hearing

A disciplinary hearing shall commence within 30 days of the Port Authority's filing of charges of: 1) a refusal to cooperate; or 2) a verified positive drug test result.

1. The charges shall be referred to an arbitrator selected pursuant to the procedures set forth in Paragraph C of Appendix "G" - "Grievance-Arbitration/Disciplinary Procedure".

2. Notice of Charges and Specifications for Violation of the Port Authority Public Safety Department's Drug Testing Policy and Procedures as set forth in this Appendix 8 shall be required in lieu of formal Charges and Specifications as set forth in PAI 20-1.10.

3. Upon a charge that a member has violated any provision of this Drug Testing Policy and Procedures, a Notice of Charges and Specifications for Violation of the Port Authority Public Safety Department's Drug Policy and Procedures (Appendix 8) must be transmitted to the office of the Association, addressed to the president of the Association, by registered mail, return receipt requested, and the date of the registration shall constitute the date of filing.

4. In order to insure expeditious proceeding the parties agree that the arbitrator shall have both the right and obligation to schedule subsequent hearing dates in order to complete the hearing expeditiously. The arbitrator shall have the right to schedule hearings after 5:00 pm on weekdays and on weekends.

5. Nothing in this section should be construed to limit the arbitrator's right to delay a hearing pending the production of information he or she deems relevant to the proceeding.

6. All proceedings shall be transcribed by a certified court reporter.

7. The proceedings shall take place at a location designated alternatively by the Port Authority and by the Association.

8. The arbitrator shall render his report within 30 days of the closing of the record.

B. Issues To Be Decided By The Arbitrator

The following issues related to the specific member subject to discipline/discharge pursuant to this procedure are the only issues to be decided by the arbitrator:

1. The absence of a fatal flaw in the drug testing procedures which resulted in a positive drug test result. Fatal Flaw is defined in Appendix 6.

2. The member's refusal to cooperate as defined in Article VII, Paragraph A, herein.

3. Whether the Port Authority or its agents committed any serious and material violations during the course of the drug testing process with respect to:

   a. the requirements of this Drug Testing Policy and Procedures;

   b. the compliance of the MRO with the requirements set forth in 49 CFR Part 40; or

   c. the compliance of the collection service with the requirements set forth in 49 CFR Part 40, Urine Specimen Collection Guidelines.

4. Whether the Port Authority had reasonable suspicion as defined in Article III, Paragraph A, of the Drug Testing Policy and Procedures to require a member to submit to a reasonable suspicion drug test.

C. Scope Of Arbitrator's Review

1. No Mitigating Circumstances

The arbitrator may not consider any mitigating circumstances, such as but not limited to, the member's length of service, work including disciplinary record, in determining whether a member should be disciplined for violating the Drug Testing Policy and Procedures.

2. Reinstatement Without Back Pay

Except as set forth in paragraph 3 below, the arbitrator will not award full pay for the period of the member's suspension upon a finding that the Port Authority improperly charged that member in the following circumstances:

   a. If the charge against the member who was verified positive by the MRO in accordance with this Drug Testing Policy and Procedures and 49 CFR Part 40 is not sustained the member will be reinstated without back pay and must sign the Rehabilitation Opportunity

Agreement For Positive Test Results (Appendix 2), prior to reinstatement. If a member receives a second positive test result during the period covered by the Rehabilitation Opportunity Agreement for any drug test, the member will be terminated, if the charge is sustained in a disciplinary action set forth in Article XII.

b. If the charge against the member is not sustained because that member could not provide urine or an adequate amount of urine, and that inability was not due to a medical condition in the opinion of a licensed physician referenced herein, pursuant to Appendix M VII, Paragraph A, and the member refused to sign the Failure to Cooperate: Failure to Provide Specimen Waiver Agreement attached hereto as Appendix 9.

c. If the charge against the member is not sustained because there was no reasonable suspicion as defined in Article III, Paragraph A, of the Drug Testing Policy and Procedures so as to require the member to submit to a reasonable suspicion drug test.

3. Reinstatement With Back Pay

If a member is reinstated because the charges against him/her are not sustained due to:

a. The arbitrator's finding that the Port Authority or its agents committed serious and material violations during the course of the drug testing process, as listed in Article XII Paragraph B and the member was not properly verified positive by the MRO pursuant to this Drug Testing Policy and Procedures or 49 CFR Part 40; or

b. The arbitrator's finding that the Port Authority improperly charged a member with Refusal to Cooperate pursuant to this Drug Testing Policy and Procedures and that the member was not verified positive pursuant to this Drug Testing Policy and Procedures or 49 CFR Part 40; or

c. The arbitrator's finding that there was a Fatal Flaw as defined in Appendix 6 herein;

then the arbitrator must award full pay for the period of the member's suspension.

APPENDIX 1

MEMBER NOTIFICATION FORM

As required by the Port Authority Public Safety Department's drug testing policy, I understand and agree that I must, as a condition of continued employment, submit to and satisfactorily complete drug tests. I acknowledge that I have received and read the Port Authority Public Safety Department's drug testing policy and procedures. I further understand that this document serves as notification that I have been randomly selected for a drug test to be taken on _____ at _____ at _____.
(date) (time) (location)

I understand that the urine test shall be limited to internal administrative purposes only and that it shall not be used by the Port Authority in connection with any criminal investigation or prosecution.

I understand that the results of my drug test will be transmitted to me by registered mail, return receipt requested and regular mail within five business days of the date the MRO receives the results from the laboratory, to the address indicated in the Port Authority's records.

I understand that my refusal to execute this form or refusal to provide a urine specimen will constitute refusal to cooperate. The only penalty for member's refusal to cooperate is termination, if the charge is sustained in a disciplinary action set forth in Article XII herein.

_____ _____

Date Signature of Member

_____ _____

Date Signature of Port Authority Witness

APPENDIX 2

REHABILITATION OPPORTUNITY AGREEMENT FOR VERIFIED POSITIVE TEST RESULTS

_____, Police Detective

Employee Number _____,

Date _____

In consideration of being permitted one opportunity to participate in a rehabilitation program _____ _____, Police Detective, and the Port Authority of New York and New Jersey do hereby agree to the following action:

1. _____ must successfully complete the rehabilitation program set forth in Paragraph 2 below (Program), and agree to cooperate fully with all of the Program requirements as a condition of his/her continued employment with the Port Authority.

He understands that any failure by him/her to cooperate fully with one or more of those requirements will result in his/her dismissal from the Program and dismissal from his/her employment.

2. The Program requirements that I _____ must fully cooperate with are:

a) I promise to be evaluated by the Port Authority's substance abuse professional.

b) I promise to fully cooperate and participate in any recommended counseling, treatment or rehabilitation program in accordance with the instructions and requirements of the program administrators.

c) I authorize counseling or rehabilitation representatives to confer with and disclose to the Port Authority's substance abuse professional or a designated representative all information and records concerning my counseling, treatment or rehabilitation.

d) He must successfully complete, if recommended by the Port Authority substance abuse professional, substance abuse counseling, treatment or rehabilitation program selected by the member from among those approved facilities set forth in the list attached to this Rehabilitation Opportunity Agreement.

e) If recommended by the substance abuse professional he may, in addition to or instead, be evaluated and counseled or treated on a regular basis by one of the substance abuse rehabilitation professionals selected by the member from a list of five such rehabilitation professionals provided by the Port Authority Office of Medical Services (OMS).

f) Upon the completion of such program, I will be evaluated by the Port Authority's substance abuse professional (or MRO) who will determine if I am medically fit to

return to duty. If the substance abuse professional determines that I am fit for duty, I understand and agree that upon my return to duty I will be required to undergo a return-to-duty drug test and must receive a negative result. My failure to take such test as requested or receiving verified positive result will result in the termination of my employment.

g) I understand and agree that, upon my return to active employment, I must meet all established standards of conduct and job performance required of any other employee.

h) I understand and agree that I will voluntarily submit to unannounced drug testing as a follow-up to the assistance or rehabilitation program, and that my failure to take such test(s) as requested, or receiving verified positive result, will result in termination of my employment. I agree that such follow-up testing shall be as directed by the substance abuse professional and will not exceed 60 months from the date of my return to duty. Follow-up tests shall consist of no more than six tests in the first 12 months following my return to duty. Thereafter, additional follow-up tests will be at the discretion of the substance abuse professional for the next 48 months. I agree that this follow-up testing will be required in addition to all other testing required by the Port Authority Public Safety Department's drug testing policy and procedures.

3. _____ understands that if he fails to cooperate fully with any counseling, treatment or rehabilitation program requirements, and the requirements set forth in Paragraph 2 above, or if he receives a verified positive test result for the second time he will be dismissed from the Program and dismissed from employment, if the charge is sustained in a disciplinary action as set forth in Article XII of the Drug Testing Policy and Procedures of the Memorandum of Agreement. However, I understand and agree that if I receive a verified positive test result for the second time, the only issue to be decided by the arbitrator is set forth in Article XII, B.1 of the Drug Testing Policy and Procedures of the Memorandum of Agreement. In addition, I understand and agree that if I fail to cooperate fully with any of the counseling, treatment or rehabilitation program requirements or the requirements set forth in paragraph 2 above, the only issue to be decided by the arbitrator is whether I failed to fully cooperate with the program requirements or the requirements set forth in paragraph 2 above.

I further understand and agree that such discipline imposed under this Agreement is not subject to the grievance/arbitration provisions of the parties' collective bargaining agreement.

4. I understand and agree that my future employment depends upon my compliance with the Port Authority Public Safety Department's Drug Testing Policy and Procedures for the entire duration of my continued employment, and that this opportunity to participate in such counseling, treatment or rehabilitation program is conditioned accordingly. Such conditions, including those above, are agreed to in addition to the Port Authority's rules under the Public Safety Department's Drug Testing Policy and Procedures.

5. _____ understands that neither his participation nor successful completion of the Program will not require or result in special privileges or exemptions from the standard administrative practices applicable to required job performance and the Port Authority's rules and regulations. He further understands that upon being determined by OMS to be medically fit to return to duty, and pursuant to the recommendation of Public Safety, he may be transferred to a different Facility Police Command and may lose any existing rights related to existing work chart including special detail(s) and preferred assignment(s).

_____	_____
Employee	Date
_____	_____
Port Authority Witness	Date
_____	_____
Detectives Endowment Association	Date

APPENDIX 3

REHABILITATION OPPORTUNITY AGREEMENT FOR SELF-IDENTIFICATION SITUATIONS

_____, Police Detective

Employee Number _____,

Date _____

In consideration of being permitted one opportunity to participate in a rehabilitation program _____ _____, Police Detective, and the Port Authority of New York and New Jersey do hereby agree to the following action:

1. _____ must successfully complete the rehabilitation program set forth in Paragraph 2 below (Program), and agree to cooperate fully with all of the Program requirements as a condition of his/her continued employment with the Port Authority.

He understands that any failure by him/her to cooperate fully with one or more of those requirements will result in his/her dismissal from the Program and dismissal from his/her employment.

2. The Program requirements that I _____ must fully cooperate with are:

a) I promise to be evaluated by the Port Authority's substance abuse professional.

b) I promise to fully cooperate and participate in any recommended counseling, treatment or rehabilitation program in accordance with the instructions and requirements of the program administrators.

c) I authorize counseling or rehabilitation representatives to confer with and disclose to the Port Authority's substance abuse professional or a designated representative all information and records concerning my counseling, treatment or rehabilitation.

d) He must successfully complete, if recommended by the Port Authority substance abuse professional, substance abuse counseling, treatment or rehabilitation program selected by the member from among those approved facilities set forth in the list attached to this Rehabilitation Opportunity Agreement.

e) If recommended by the substance abuse professional he may, in addition to or instead, be evaluated and counseled or treated on a regular basis by one of the substance abuse rehabilitation professionals selected by the member from a list of five such rehabilitation professionals provided by the Port Authority Office of Medical Services (OMS).

f) Upon the completion of such program, I will be evaluated by the Port Authority's substance abuse professional (or MRO) who will determine if I am medically fit to return to duty. If the substance abuse professional determines that I am fit for duty, I understand and agree that upon my return to duty I will be required to undergo a return-to-duty drug test and must receive a negative result. My failure to take such test as requested or receiving verified positive result will result in the termination of my employment.

g) I understand and agree that, upon my return to active employment, I must meet all established standards of conduct and job performance required of any other employee.

h) I understand and agree that I will voluntarily submit to unannounced drug testing as a follow-up to the assistance or rehabilitation program, and that my failure to take such test(s) as requested, or receiving verified positive result, will result in termination of my employment. I agree that such follow-up testing shall be as directed by the substance abuse professional and will not exceed 60 months from the date of my return to duty. Follow-up tests shall consist of no more than six tests in the first 12 months following my return to duty. Thereafter, additional follow-up tests will be at the discretion of the substance abuse professional for the next 48 months. I agree that this follow-up testing will be required in addition to all other testing required by the Port Authority Public Safety Department's drug testing policy and procedures.

3. _____ understands that if he fails to cooperate fully with any counseling, treatment or rehabilitation program requirements, and the requirements set forth in Paragraph 2 above, or if he receives a verified positive test result for the second time he will be dismissed from the Program and dismissed from employment, if the charge is sustained in a disciplinary action as set forth in Article XII of the Drug Testing Policy and Procedures of the Memorandum of Agreement. However, I understand and agree that if I receive a verified positive test result for the second time, the only issue to be decided by the arbitrator is set forth in Article XII, B. 1 of the Drug Testing Policy and Procedures of the Memorandum of Agreement. In addition, I understand and agree that if I fail to cooperate fully with any of the counseling, treatment or rehabilitation program requirements or the requirements set forth in paragraph 2 above, the only issue to be decided by the arbitrator is whether I failed to fully cooperate with the program requirements or the requirements set forth in paragraph 2 above.

4. I understand and agree that my future employment depends upon my compliance with the Port Authority Public Safety Department's Drug Testing Policy and Procedures for the entire duration of my continued employment, and that this opportunity to participate in such counseling, treatment or rehabilitation program is conditioned accordingly. Such conditions, including those above, are agreed to in addition to the Port Authority's rules under the Public Safety Department's Drug Testing Policy and Procedures.

5. _____ understands that neither his participation nor successful completion of the Program will not require or result in special privileges or exemptions from the standard administrative practices applicable to required job performance and the Port Authority's rules and regulations. He further understands that upon being determined by OMS to be medically fit to return to

duty, and pursuant to the recommendation of Public Safety, he may be transferred to a different Facility Police Command and may lose any existing rights related to existing work chart including special detail(s) and preferred assignment(s).

Employee	Date
Port Authority Witness	Date
Detectives Endowment Association	Date

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
LABOR RELATIONS DEPARTMENT
3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102
(973) 792-3580
(973) 792-3596 FAX

APPENDIX "M"

Appendix 4

April 4, 2005

Detective Richard Masella, President
Port Authority Detective's Endowment Association
P.O. Box 2208 South Station
Newark, NJ 07114

Dear Detective Masella:

Enclosed please find a copy of the current litigation package referenced in Appendix M, Section VIII, paragraph A.6 of the Memorandum of Agreement dated January 21, 2003 – January 20, 2010.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

APPENDIX 5

REHABILITATION FACILITIES

NEW YORK CITY

Smithers 1000 10th Avenue-Floor 10G New York, NY 10019 (212) 523-6491	Inpatient/Outpatient
Gracie Square Hospital 421 E. 75th Street New York, NY 10021 (212) 988-4400	Inpatient
Gracie Square Hospital 416 E. 76th Street New York, NY 10021 (212) 988-4400	Outpatient
Stuyvesant Square 10D Perlam Place Bernstein Pavilion New York, NY 10013 (212) 420-2966	Outpatient
Arms Acres 1841 Broadway - Suite 300 New York, NY 10023 (212) 399-6901	Outpatient

BROOKLYN

Long Island College Hospital 255 Duffield Street - 3rd Floor Brooklyn, NY 11201 (718) 522-4800	Outpatient
New Directions 202-206 Flatbush Avenue Brooklyn, NY 11217 (718) 398-0800	Outpatient

REHABILITATION FACILITIES

QUEENS

Long Island Jewish Medical Center — Inpatient/Outpatient
(Hillside Hospital)
75-59 263rd Street
Glen Oaks, NY 11004
(718) 470-8925

New York Hospital — Inpatient
56-45 Main Street
Flushing, NY 11355
(718) 670-1240

New York Hospital — Outpatient
(New Start/New Life)
174-11 Horace Harding Expressway
Fresh Meadows, NY 11365
(718) 670-1550

STATEN ISLAND

Staten Island University Hospital — Inpatient/Outpatient
375 Seguine Avenue
Staten Island, NY 10309
(718) 356-8910

LONG ISLAND

South Oaks Hospital — Inpatient/Outpatient
400 Sunrise Highway
Amityville, NY 11701
(516) 264-4000

Seafield Center — Inpatient/Outpatient
7 Seafield Lane
Westhampton Beach, NY 11978
(516) 288-1122

REHABILITATION FACILITIES

LONG ISLAND (cont'd)

Nassau County Medical Center
2201 Hempstead Turnpike - Bldg. K
East Meadow, NY 11554
(516) 572-5555

Inpatient/Outpatient

PUTNAM

Arms Acres
75 Seminary Hill Road
Carmel, NY 10512
(914) 225-3400

Inpatient/Outpatient

WESTCHESTER

United Hospital
406 Boston Post Road
Port Chester, NY 10573
(914) 934-3000

Inpatient/Outpatient

St. Vincent's Hospital
240 North Street
Harrison, New York 10528
(914) 967-6500

Inpatient/Outpatient

The New York Hospital
Cornell Medical Center
21 Bloomingdale Road
White Plains, New York 10605
(914) 682-9100

Inpatient/Outpatient

NEW JERSEY

Carrier Foundation
County Route 601
Belle Mead, NJ 08502
(908) 281-1000

Inpatient/Outpatient

REHABILITATION FACILITIES

NEW JERSEY (cont'd)

Princeton House 905 Herrontown Road Princeton, NJ 08540 (609) 497-3300	Inpatient
Princeton House 253 Witherspoon Street - Suite B Princeton, NJ 08540 (609) 497-3300	Outpatient
Carter Behavioral Health Systems of NJ (Formerly Fair Oaks Hospital) 19 Prospect Street Summit NJ 07901 (908) 522-7000	Inpatient/Outpatient
High Focus Center 299 Market Street - Suite 110 Saddlebrook, NJ 07663 (800) 877-FOCUS	Outpatient

Any Veterans Hospital facility.

Other facilities will be considered on a case by case basis after credential review.

APPENDIX 6
FATAL FLAWS

A. Definitions

Any of the following errors or omissions are considered "fatal flaws" and should result in a specimen being rejected for testing by the laboratory:

1. Pre-printed specimen I.D. number on the chain of custody form does not match I.D. number on the bottles.

2. No specimen I.D. number on the bottles.

3. Insufficient quantity of urine for the laboratory to complete testing.

4. Specimen bottle(s) seal is broken or shows evidence of tampering.

5. Specimen is obviously adulterated (i.e. color, foreign objects, unusual odor) and the collector did not collect a second specimen under direct observation.

The following errors or omissions are also considered "fatal flaws" unless they are corrected by signed documentation:

(a) No collector's signature on collector certification statement.

(b) Incomplete chain of custody block (minimum of 2 signed entries by collector, both dated, and shipping/storage entry). There is no requirement to have the courier sign the chain of custody form.

(c) Donor Social Security Number or I.D. number is omitted on the custody and control form, unless "refusal of donor to provide" is stated in the remarks section.

Additionally, specimen test results reviewed by the Medical Review Officer should be canceled (by the MRO) when the following procedural errors occur (unless corrections are made):

(a) Donor certification statement is not signed and there is no indication in the remarks section of the donor's refusal to sign.

(b) The certifying scientist's signature is omitted on positive results from the laboratory.

B. "Fatal Flaw" Corrective Action

All DHHS certified laboratories retained by the Port Authority will retain specimens for a minimum of five working days to allow the collector or the Port Authority to provide the laboratory with signed statements explaining or correcting procedural errors or omissions. If the employer or collector provides corrective actions (signed statements) which supply the needed information, the laboratory may proceed with the analysis of the specimen. If the corrective action is not accomplished within five days, the collection process may not be corrected and the laboratory will not test the specimen. Similarly, the MRO may elect to seek corrective actions (signed statements) to supply omitted donor or certifying scientists' signatures.

When a specimen is not tested by the laboratory for reasons outlined above, or the test result is considered invalid by the MRO for reasons outlined above, the test should be canceled and reported as such to the Port Authority and the tested individual. Return-to-duty fatally flawed collections, will be re-collected at the direction of the MRO because the donor still needs to provide a negative test result.

APPENDIX 7

DRUG EXPOSURE FORM

I, _____, have had direct contact with the following controlled substances: marijuana, opiates, amphetamines, cocaine and phencyclidine or their metabolites, in the performance of my Police activities within the past three days.

Define direct contact and specifically describe circumstance on how it occurred.

_____

_____

_____

Date(s) of such contact

_____

_____

Location(s) of such contact

_____

_____

Date and nature of any reports prepared by me in connection with such contact

_____

_____

Name of supervisor(s) or witness(es) who can verify that direct contact occurred in the performance of Police activity

_____

_____

_____ _____

Signature of Member Date

_____ _____

Signature of Port Authority Witness Date

APPENDIX 8

NOTICE OF CHARGES AND SPECIFICATIONS FOR VIOLATION OF THE PORT AUTHORITY PUBLIC SAFETY DEPARTMENT'S DRUG POLICY AND PROCEDURES

TO: DEA Member _____ CC: DEA

FROM: Fred Morrone, Director of Public Safety Department

DATE:

SUBJECT: Disciplinary Action For Violation Of Drug Policy And Procedures

. . . . . .

On the _____ day of _____ you violated the Public Safety Department's Drug Policy and Procedures by:

☐ a refusal to cooperate ☐ verified positive drug test result

If it is determined that a member refused to cooperate, the facts which constitute the basis of the charge must be set forth below_____

_____

Therefore, you are subject to disciplinary action in accordance with the disciplinary procedures contained in the Public Safety Department's Drug Policy and Procedures.

The penalty sought is termination.

Fred Morrone
Director

WAIVER - APPENDIX 9
CONTROLLED SUBSTANCE TESTING

FAILURE TO COOPERATE: FAILURE TO PROVIDE SPECIMEN

It is hereby stipulated and agreed, by and between the undersigned that the parties in resolution of this disciplinary matter that:

1. _____ shall submit to unannounced drug testing at the discretion of the Port Authority's substance abuse professional for a period of up to 60 months commencing with the execution of this waiver. Such follow-up testing will be required in addition to all other tests required by the Drug Testing Policy and Procedures. Follow-up tests shall consist of no more than six tests in the first 12 months following said member's return to duty.

2. Upon notification of the Port Authority's substance abuse professional, the Superintendent or a designee shall be responsible for the scheduling of the follow-up testing. _____ must report to the scheduled submission site within the time designated unless they are absent due to an excused absence or personal leave as defined in Appendix H of the parties Memorandum of Agreement, an assignment or excusal authorized by the Superintendent or designee, and military leave, sickness or injury incurred in the line of duty, compensatory time, vacation, holidays, or assignment out of the Port District which has been scheduled before the member was notified to report for drug testing. _____ must remain at the collection site until the test has been completed, and this will occur no later than two hours after the conclusion _____ tour. If _____ reports absent due to sickness, IOD, or personal leave on the test date, _____ must provide a urine specimen the next time specimen collection takes place at the facility while _____ is on duty.

3. Upon execution of this waiver and prior to reinstatement, _____ will be evaluated by the Port Authority's substance abuse professional, who will determine if member is medically fit to return to duty. If the substance abuse professional determines that the member is fit for duty, the member understands and agrees that he/she will be required to undergo a return-to-duty drug test and must receive a negative result. Failure to take such a test as requested or receiving a verified positive result will result in termination of _____ employment.

4. _____ understands that if he/she fails to cooperate with any requirements set forth as part of this waiver agreement, or if _____ receives as verified positive test result, _____ will be dismissed from employment if the charge is sustained in a disciplinary action set forth in Article XII of the Drug Testing Policy and Procedures of the Memorandum of Agreement. However, I understand and agree that if I receive a verified positive test result for the second time, the only issue to be decided by the arbitrator is set forth in Article XII, B. 1 of the Drug Testing Policy and Procedures of the Memorandum of Agreement. In addition, I understand and agree that if I fail to cooperate fully with any requirements set forth in this agreement, the only issue to be decided by the arbitrator is whether I failed to cooperate with the requirements set forth in this agreement.

_____
Name of Employee

_____
PA Witness

APPENDIX 10

SPLIT SPECIMEN REQUEST

TO: Medical Review Officer

FROM: _____

DATE: _____

Split specimen analysis must be requested within 72 hours after Medical Review Officer verified test as positive.

I, _____, _____ request my split specimen of _____

Name Employee No. Date

be analyzed at another DHHS-certified laboratory for the presence of _____

Substance(s)

_____ _____

Signature Date

THE PORT AUTHORITY OF NY & NJ

PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET
JERSEY CITY, NJ 07310-1397

March 8, 2002

APPENDIX "N"

Lieutenant Louis Echavarria, Jr.
President, Port Authority Police
Lieutenants Benevolent Association
282 First Avenue
Massapequa Park, NY 11762

Sergeant Mark L. O'Neill
President, Port Authority Police
Sergeants Benevolent Association
220 Bridge Plaza South
Fort Lee, NJ 07024

Detective Richard Masella
President, Port Authority Police
Detectives Endowment Association
P.O. Box 2208 South Station
Newark, NJ 07114

Police Officer Gasper Danese
President, Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, NJ 07632-0602

Mr. John Lynch
Union of Automotive Technicians
12 Byrd Street
Iselin, NJ 08830

Re: Settlement of IP 00-35 (UOAT), IP 00-36 (PBA),
IP 00-37 (LBA), IP 00-38 (SBA) and IP 00-39 (DEA)

Dear Sirs:

In full resolution of the above-referenced Improper Practice Charges, the following improvements to the Group Dental Insurance, currently provided by Aetna Insurance Company (or by any other successor insurance carrier), under group contract #GH-14910 shall be provided to employees represented by your collective negotiations units. Except as specified below, these improvements shall be retroactive to July 1, 2000.

1. Sealant coverage for permanent molars will be reimbursed 100% of reasonable and customary costs (one application per tooth every thirty-six months) excluding deductibles. Such coverage shall exist up to the age of 19.

2. "Preventative dental services" are defined as oral examinations, cleaning, x-rays and fluoride applications. All preventative dental services shall be reimbursed at 100% of reasonable and customary for two (2) visits per year per person excluding deductibles. However, effective January 1, 2001, employees represented by the collective negotiations units shall be reimbursed at 100% of reasonable and customary costs of cleaning and oral exams for four (4) visits per year per person.

3. Orthodontic services will be reimbursed at 80% of reasonable and customary costs up to a $2,000.00 lifetime benefit.

4. Effective January 1, 2001, dental implants shall be reimbursed at 80% of reasonable and customary costs (after satisfaction of individual/family deductible amounts).

5. Employees represented by your Unions will continue to be reimbursed for "reasonable and customary" under the same conditions as previously applied. Such reimbursement shall be without any consideration of an annual cap of any type, except for the lifetime benefit of $2,000.00 for orthodontic services.

Upon execution of this agreement, the Port Authority Police Lieutenants Benevolent Association, the Port Authority Police Sergeants Benevolent Association, the Port Authority Police Detectives Endowment Association, the Port Authority Police Benevolent Association, Inc., and the Union of Automotive Technicians each severally agree to withdraw the respective Improper Practice Charges filed by them and designated IP00-35, IP00-36, IP00-37, IP00-38 and IP00-39.

Very Truly Yours,

H Zulauf

Hank Zulauf
Manager
Labor Relations Division

Concurrence:

Louis Echavarria, Jr.

Lieutenant Louis Echavarria, Jr.
Lieutenants Benevolent Association

3/19/02
Date

Sergeant Mark L. O'Neill
Sergeants Benevolent Association

Date 3-14-02

Detective Richard Masella
Detectives Endowment Association

Date 3-27-2002

Police Officer Gasper Danese
Police Officer Benevolent Association, Inc.

Date 3-19-02

Mr. John Lynch
Union of Automotive Technicians

Date 3/14/02

DOCUMENT "A"

Specification No. 2601
Date Revised: 06/98

CLASSIFICATION: Detective Criminal-Investigations Bureau
DEPARTMENT: Public Safety Department

A. CHARACTERISTICS OF CLASS:

In the series of police classes, this class performs confidential investigatory functions for the purpose of maintaining internal security at Port Authority facilities and preventing unlawful conduct. Incumbents in the class normally work according to established rules and regulations, but in unusual circumstances are required to use initiative and sound judgement in adopting the best course of action.

Essential characteristics of positions in the class are:

Acts as a law enforcement officer of the States of New York and New Jersey for the Superintendent of Police with the specific responsibility of maintaining surveillance of activities at Port Authority facilities and conducting confidential security investigations.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to the higher rated class of Detective Sergeant-Public Safety Department consisting of first level supervisors of Police Investigatory functions, the Detective works independently and normally has no supervisory responsibilities.

C. WORK RELATIONSHIPS:

A Detective normally works under the immediate supervision of a Detective Sergeant-Public Safety Department who oversees and directs his activities.

Has daily contact with public and other agencies on confidential security investigative duties.

D. MAJOR FUNCTIONS:

(The functions described below are indicative of the level and type of work performed in this classification. However, incumbents in this class may perform any combination of the listed functions or related work of comparable type and difficulty.)

1. Maintains internal security at Port Authority facilities by observing activities, collecting information on personnel, property and operations, establishing factual evidence of conduct in violation of Federal, State and Municipal laws and Port Authority Rules and Regulations, apprehending violators and giving testimony in the prosecution of violations and criminal offenses.

2. Maintains surveillance, conducts investigations and takes appropriate police action to prevent or apprehend perpetrators or theft, robberies, sex offenses, homicides and similar criminal activities in public and other areas at Port Authority facilities.

3. Investigates the loss of Port Authority funds and property as a result of theft, fraud and other unlawful acts involving revenues, use fees, equipment and fixtures, claims, etc

4. Investigates and takes appropriate police action in connection with reported incidences and conditions such as complaints against members of the Port Authority Police, narcotics use and traffic, soliciting, bomb threats, juvenile mischief, loitering, pickpockets, unlawful possession of weapons, telephone coin box thefts, stowaways and fugitives, burglaries and larcenies at Port Authority facilities.

5. Makes character investigations of new employees including Police Officer candidates and reports on their suitability for Port Authority employment, verifies and reports on the background of prospective tenants of Port Authority facilities. Participates in arranging and providing protection for well-known visitors to Port Authority facilities. Investigates and gathers evidence concerning serious vehicular accidents and aircraft emergencies.

6. Under the direction of a higher level supervisory officer, may participate in confidential internal investigations emanating from the office of the Superintendent of Police.

7. Performs directed patrol and other appropriate duties.

8. Performs other comparable related Police Officer duties.

E. **SPECIFIC RESPONSIBILITIES:**

1. Human Resources: None

2. Public Relations: Constant contact with the public during their investigating duties with people from a variety of socio-economic backgrounds.

3. Physical and Financial Resources: None

4. Decisions: Must make own judgement on recommendations concerning facts gathered during investigations.

5. Planning: Must plan own time to make maximum use of resources available.

6. Knowledge and Ability: Possesses social skill to establish and maintain effective working relationship with public. Observe situations analytically and objectively. Use good judgement to make responsible sound recommendations and decisions. Express self clearly and concisely, both orally and written. Recall facts and incidents and present them both clearly and logically. Perform a good deal of outdoor work during surveillance and investigation duties. Skillfully use firearms. Irregular work hours. Must possess a valid New Jersey or New York Driver's License.

DOCUMENT "B"

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

POLICE OPERATING INSTRUCTION

P.O.I. 2-1B
SENIORITY - DETECTIVES
REVISED – JUNE 1998
FORMERLY PDI 2-1B

I. PURPOSE

The purpose of this document is to outline a seniority policy applicable to members of the police force in the grade of Detective.

II. DEFINITIONS

Seniority for Detectives will be based on the number of years of Port Authority service as a Detective, and if identical, based upon total Port Authority Police Seniority. Total Port Authority seniority is based on the date of appointment to the police force and the position within his class upon graduation.

Seniority will not be applicable and effective as facility seniority until the Detective has served at the Facility Police Command for a continuous period of six (6) months.

III. MASTER LIST

A master list based on Section II will be maintained by the Public Safety Department. This list will indicate the official seniority standing of Detectives and a copy of the master seniority list will be provided to the association and all revisions thereafter.

IV. SPECIAL DETAILS OR PREFERRED ASSIGNMENTS

A special detail is defined as a body of work requiring specialized training, and preferred assignments are work chart positions which have a specific body of work attached to the assignment, but which require not specialized training.

V. TRAINING

Other than training requirements for qualification for any special detail not filled by seniority only, or for positions for which selections are in the Superintendent's sole discretion, all training opportunities will be filled using the following procedure:

1. Training programs will be announced and posted on all Bulletin Boards.

2. The announcement for a Training Opportunity shall set forth the nature of the training, the duties associated with any special detail requiring the training, the criteria which will be utilized in making the selection for training and any limitations dealing with the training opportunity or subsequent assignment, if applicable.

3. Effective upon execution of the Memorandum of Agreement, Injury in the Line of Duty Absences which qualify for exemption pursuant to the Repeated and Excessive Discipline process (Appendix L) will not be the basis for excluding a Detective from training to qualify him for a Special Detail.

4. Pending Disciplinary charges against a Detective applying for specialized training will be a factor of consideration in the selection process unless the Superintendent of Police determines, in his sole discretion that the basis of the charges are unrelated to the training or detail. The decision of the Superintendent of Police is final and binding and not subject to the grievance arbitration process.

5. Following a three (3) week application period, the selection shall be made.

DOCUMENT "C"

Police Operating Instruction
No. 2-16

DETECTIVE TRANSFER PROCEDURE
Revised April 2005

I. INTRODUCTION

This Instruction establishes the procedure to be followed in the transfer of Detectives; those persons holding the official title covered by Port Authority Job Specification No. 2601, dated November 1972, revised September 1981, revised March 1984, revised April 1988 and further revised June 1998.

II. PURPOSE

The purpose of this instruction is to provide for a fair and impartial system for the transfer and assignment of all Detectives. All Detective positions will be filled in accordance with this procedure.

III. PROCEDURE

A. Facility Transfers.

Transfer lists will be maintained for the following Facility Police Commands

Port Authority Bus Terminal, PATH, World Trade Center, John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport/Teterboro Airport, Port Newark/Port Elizabeth, 11x7-NY and 11x7-NJ positions.

1. All requests for transfers shall be submitted on P.A. Form 2665 and will be directed to the Superintendent of Police. The Notice of Receipt will be returned to the applicant. All applications for transfer shall be placed on the appropriate list according to the date the application was received. In the event that more than one application was received on the same date, Detectives seniority will be used to place the Detectives on the list.

2. Requests for transfer to a facility may be submitted after a Detective has completed his six-month (6) probationary period, and when accepted, his name will be placed on the active transfer lists. Upon completion of six (6) months of service as a Detective, he will be eligible for transfer in accordance with this procedure.

3. In the event a vacancy occurs at any facility for which a transfer list exists, the vacancy is to be filled from the appropriate transfer list in accordance with this transfer procedure, until the last transfer results in the transfer of any newly promoted Detective.

4. Transferred Detectives will be accepted in the rank order of their transfer list request.

5. Positions held by Detectives who have successfully completed six (6) months in grade are considered vacant and they will be filled in accordance with this transfer procedure.

6. A Detective will be eligible to be on all active transfer lists, enumerated in Section III, Paragraph A.

7. If a Detective refuses a transfer when it is offered to him, his name will be removed from the transfer list. In such event, a Detective will be restricted from resubmitting another request for transfer for a period of six (6) months.

8. In the event an opening occurs at a facility and there are no transfer requests on the active list, or no eligible Detective accepts the transfer or assignment, the vacancy will be filled using the following procedures:

    1. If a vacancy occurs that results in the promoting of a Detective, the Detective so promoted shall fill the vacancy at that facility.

    2. If the vacancy does not result in a requirement to promote, the junior detective within the Criminal Investigations Bureau who has completed six (6) months in grade will be assigned to fill the vacancy.

9. Where transfers are required due to reduction in force, they shall be accomplished in the inverse order of assignment to the facility. Members so transferred will be assigned to another facility and in the same order be placed at the top of the list for assignment back to the facility from which they were transferred.

B. <u>Special Details</u>

Requests for the following special details may be accepted:

Personnel and Property Security Investigation (CIB-HQ)
Auto Squad (JFKIA)
Intelligence Unit (JFKIA)
Cargo Crime Prevention Unit (JFKIA)

Computer Ticket Fraud Unit (JFKIA)
Major Case Squad*/Office of the Inspector General (CIB-HQ)

Detective vacancies in these details, except for two (2) of the six (6) Detective positions in the Major Case Squad*/Office of the Inspector General Detail shall be filled as follows:

1. A vacancy shall be announced and posted on all bulletin boards at facilities where Detectives are assigned.

2. The announcement shall set forth the nature of the assignment, the duties of the assignment and will indicate any limitation(s) dealing with the assignment.

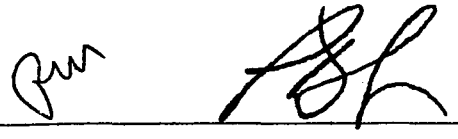
3. Following the three (3) week posting period, the selection shall be made, announced and posted on all bulletin boards where Detectives are assigned.

4. Should a reduction in force occur in a Special Detail set forth in Paragraph B above, the selection of Detectives to be reassigned shall be made in the inverse order of Detective Seniority from among the Detectives assigned to the affected Special Detail. Detectives so reassigned will be returned to their last position and prior facility of assignment.

5. The Superintendent of Police shall select in his discretion two (2) Detectives to fill two (2) of the six (6) Detective positions in the Major Case Squad/Office of the Inspector General Special Detail. The Superintendent's selection is not subject to the grievance procedure.

6. In the event any of the Special Detail positions/assignments set forth in Paragraph B above are filled on the date of the execution of the Memorandum of Agreement 1991-2003,the Detective in that position/assignment as of that date shall remain in that Special Detail position/assignment until he vacates said position by the occurrence of any of the following events:

    1. Death
    2. Promotion
    3. Retirement
    4. Resignation
    5. Transfer or permanent reassignment
    6. Involuntary removal as a result of disciplinary action, or
    7. Involuntary removal for "demonstrable cause"



* To be filled in accordance with Section III B. 5. herein.

C. Interagency Task Forces

A vacancy in any of the twenty three Interagency Task Force positions or assignments currently in place and identified in Document "M", or in any additional Interagency Task Force positions/assignments or positions/assignments that may be established hereafter up to a maximum of twenty three positions, shall be filled as follows:

1. A vacancy shall be announced and posted on all bulletin boards where Detectives are assigned.

2. Only Detectives who have a minimum of twelve (12) months in grade as a Detective will be eligible to apply for or fill those Interagency Task Force positions or assignments identified in Document "M".

3. The announcement shall set forth the nature of the assignment, the duties of the assignment and will indicate any limitation(s) dealing with the assignment.

4. Except for the five (5) Detective positions or assignments in the FBI NY Joint Terrorism Task Force and the two (2) Detective positions or assignments in the FBI NJ Joint Terrorism Task force, following the three (3) week posting period, the most senior qualified Detective shall be selected. The selection shall be announced and posted on all bulletin boards where Detectives are assigned. Selection for assignments to the seven (7) above identified positions in the FBI NY and NJ Joint Terrorism Task Forces shall be made by the Superintendent of Police following an interview by the Superintendent of Police or his designee of the three (3) most senior qualified Detectives. The selection shall be announced and posted on all bulletin boards where Detectives are assigned.

5. Should a reduction in force occur in an Interagency Task Force the selection of Detectives to be reassigned shall be made in the inverse order of Detective Seniority from among the Detectives assigned to the affected Interagency Task Force. Detectives so reassigned will be returned to their last position and prior facility of assignment. For a Detective with no prior facility of assignment to return to, all of the following shall occur:

   a) Transfer lists will be run to fill Detective vacancies existing at any facilities.

   b) Vacancies in any Special Detail will be announced and filled in accordance to Paragraph B of this section.

c) Vacancies in Interagency Task Forces identified in Document "M" will be announced and filled in accordance with Paragraph C of this section.

d) If the Detective was not transferred in the above process, the Detective will be reassigned to any resulting vacant Detective position.

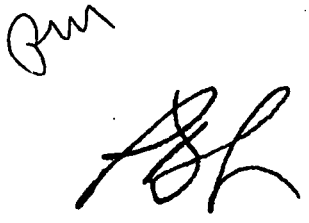
e) If there is no vacant Detective position available subsequent to the above process being followed, the Detective will be assigned to Newark Liberty International Airport if a New Jersey resident or John F. Kennedy International Airport if a New York resident.

6. In the event any of the Interagency Task Force positions/assignments identified in Document "M" are filled on the date of the execution of this Memorandum of Agreement, the Detective in that Interagency Task Force position/assignment as of that date shall remain in that Interagency Task Force position/assignment until he vacates said position by the occurrence of any of the following events:

   1. Death
   2. Promotion
   3. Retirement
   4. Resignation
   5. Transfer or permanent reassignment
   6. Involuntary removal as a result of disciplinary action
   7. Involuntary removal for "demonstrable cause" or
   8. At the request of the Interagency Task Force Agency.

IV. GENERAL

The Superintendent of Police may administer individual transfers in personal hardship cases or in individual situations he deems necessary for the good of the force



LEAVE OF ABSENCE

I. Introduction

This instruction describes the policies and procedures governing ordinary and compassionate leaves of absence. Not covered by this PAI are other authorized periods of time away from work such as Military Leave (PAI 20-3.10), Sick Leave (PAI 20-3.03), Maternity Leave (PAI 20-3.12) and Excused Absences (PAI 20-3.05).

II. Types of Leave of Absence

A. Long Term Ordinary Leave: An authorized period of time away from work, without pay, for more than 14 consecutive calendar days, and for up to one year, granted only when such leave is clearly desirable in light of the employee's need and the best interests of the Port Authority. Permanent employees who have completed their probationary period and have maintained a satisfactory job performance record are eligible for long term ordinary leave. Long term ordinary leave may be granted to probationary employees only in the most exceptional circumstances. Long term leaves of absence must be recommended by the employee's Department Director and approved by the Personnel Director.

Employees returning from long term leave of absence may be reinstated to their former position classification or to another classification of similar pay and status. Such reinstatement, however, is not guaranteed and is subject to job availability. Employees who do not request reinstatement prior to the expiration date of their leave will be considered as having voluntarily resigned as of that date.

B. Short Term Ordinary Leave: An authorized period of time away from work, without pay, up to and including 14 consecutive calendar days. Department Directors or their designees may, at their discretion, grant an unpaid leave of absence, not exceeding 14 consecutive calendar days, to permanent employees, including those serving their probationary period.

C. Compassionate Leave: A period of time away from work, without pay, granted to employees in TWU classes only, at the discretion of Port Authority management for a total of three days (which need not be consecutive) in a calendar year, when an employee must attend the funeral of a relative or the serious

illness of a member of the employee's immediate family (spouse, child, parent, brother, sister, spouse's parent, other person living in the employee's home). When such time off is not covered by PAI 20-3.05, Excused Absence, compassionate leave will be granted by a unit head on request of the employee and is applicable to permanent employees, including those serving their probationary period.

III. Operating Rules and Procedures

Exhibit A, attached, contains the detailed operating rules and procedures relating to administration of leaves of absence.

Exhibit A

LEAVE OF ABSENCE

OPERATING RULES AND PROCEDURES

1. Initiation of Long Term Ordinary Leave

The employee submits a written request for long term ordinary leave of absence to his or her unit supervisor. The request should be addressed to the employee's Department Director and should include the estimated period of time desired, approximate starting and ending dates, and the reason(s) why the leave is necessary. If approval is recommended, the Department Director prepares the Employee Record, Form PA 87, and a memorandum addressed to the Personnel Director explaining why the leave is in the best interests of the Port Authority and describing the employee's work performance and attendance record. In cases where the Department Director recommends disapproval, the reason for disapproval should be stated along with this recommendation.

2. Initiation of Short Term Leave of Absence

The employee submits a written request for short term leave of absence to his or her unit supervisor. The request, which should be addressed to the employee's Department Director, should include a statement as to the reason for the leave, the desired number of days and the starting and ending dates. The employee's Department Director approves or disapproves the request and returns it to the employee. A copy of the approved request must also be forwarded to the Personnel Director.

3. Request for Extension of Short and Long Term Ordinary Leave of Absence

Requests for extensions of both short and long term leaves of absence, regardless of the duration of the requested extension, must be made in writing and include the reason for the request. Such requests should be sent to the Personnel Director as early as possible prior to the expiration date of the leave. The Personnel Department then consults with the employee's Department Director concerning the request and notifies the employee whether or not the extension is granted.

4. Return from Long Term Ordinary Leave of Absence

An employee on long term ordinary leave of absence must make written application for reinstatement to the Personnel Director, prior to the expiration date of the leave. Such reinstatement, however, is not guaranteed and is subject to job availability. Employees who do not request reinstatement prior to the expiration date of their leave will be considered as having voluntarily resigned as of that date. The Personnel Department will prepare the terminating Payroll Notice, form PA 87, and will notify the employee's former unit head accordingly.

a. An employee returning from a long term ordinary leave of absence of 15 days or more does not receive P.A. service credit for the period of absence. These employees will receive a reconstructed P.A. service date, seniority in title date, seniority in grade date, and ingrade increase date.

b. Upon reinstatement, the salary of employees returning from long term leave will be individually determined, but in no case will exceed the maximum of the position assumed.

c. A medical examination may be required for any employee returning from a long term leave of absence.

5. Personnel Department and Payroll Section Notification

a. An Employee Record, form PA 87, is prepared by the employee's department to initiate long term leaves of absence only. The memorandum requesting such leave is attached to the form PA 87, and forwarded to the Administrative and Employee Benefits Division of the Personnel Department.

b. An Appointment Payroll Notice, form PA 1899, is prepared by the Personnel Department to return an employee from a long term leave.

c. Short term and compassionate leaves of absence are shown on the bi-weekly Department Payroll Information Report, form PA 688, which is the Accounting Division's source of information for deduction purposes. (See PAI 30-5.03, Payroll Checks.)

6. Sick Leave in Connection with Leave of Absence

Except in unusual cases, employees beginning an ordinary leave of absence will not be paid for sick absences occurring during the pay period in which the leave of absence is to be effective.

7. Vacation Allowances

Employees beginning or returning from long term leaves of absence receive vacation allowances in accordance with the appropriate schedules of PAI 20-3.01, Vacations.

8. Health and Life Insurance Coverage

a. An employee granted a long term leave of absence may continue coverage under the Port Authority's Group Health and Life Insurance Programs for a period of three months beyond the effective date of the leave by paying for such coverage at the contribution rates then in effect. At the end of this three month period, Group Health and Life Insurance coverages will terminate pursuant to insurance policy provisions and employees will have the option of converting to any direct payment plans available from the insurance companies on an individual basis. Such conversion must take place during the period set by the insurance policies. Necessary conversion forms may be obtained from the Administrative and Employee Benefits Division. Questions regarding individual situations should also be directed to that division.

b. Port Authority Group Health and Life Insurance coverage remains in effect for an employee on a short term leave of absence.

MATERNITY LEAVE

I. Introduction

This Instruction outlines the policies and procedures to be followed when a maternity leave is granted to an employee.

II. Definition

Maternity leave is a requested and approved period of time away from work for the purpose of giving birth and to care for an infant in the period immediately following the birth. Maternity leave consists of two phases: the initial phase which is considered and administratively handled as sick leave, and a second phase, which is a leave without pay for the purpose of infant care.

In all cases, maternity leave begins when the employee is unable to continue working due to medical disability related to pregnancy and childbirth, and ends three months following the birth of the child. However, the duration of each phase of a maternity leave will vary based on individual circumstances.

III. Policies

A. Permanent and probationary employees are eligible for a maternity leave of absence.

B. Maternity leave may be granted when an employee demonstrates to the satisfaction of the Medical Director that she should discontinue working because of medical disability related to pregnancy and childbirth.

C. During the initial (sick leave) phase of a maternity leave, for the number of days the employee is unable to work because of medical disability related to pregnancy and/or childbirth, an employee is considered to be on sick leave and her absence is treated in all respects like any other medically caused absence. For these days, she receives either sick leave allowance as specified in PAI 20-3.03, Sick Leave, or for a period not to exceed the number of compensable days remaining in her individual sick leave bank, in accordance with OPI 20-3x.03, Sick Leave Bank Plan, whichever is applicable.

D. The second (infant care) phase of maternity leave begins when the Medical Director considers the employee capable of resuming her normal work duties, but she chooses to remain on maternity leave for infant care or other reasons. Regardless of when this second phase of maternity leave begins, the employee's maternity leave ends three months after the birth of her child.

The employee is on no-pay status during the second (infant care) phase of her leave, unless she has elected to take vacation time (see Attachment A., VII.).

E. When the employee returns to work after a maternity leave, she is restored to the position she held at the time her leave began, provided that she returns to duty prior to the expiration of her maternity leave. An employee who does not request reinstatement prior to the expiration date of her maternity leave and has not been granted an ordinary leave of absence beyond her maternity leave is considered to have resigned.

F. An employee receives Port Authority service credit for the initial (sick leave) phase of her maternity leave, including any period of time during which she is sick and on no-pay status.

IV. Benefits

All groups health, dental, and life insurance benefits to which the employee may be entitled under the terms of the respective policies comprising the Port Authority's group benefits programs will continue to be provided at no additional cost to the employee, for the full duration of her maternity leave. If an employee requests and is granted an ordinary leave of absence after her maternity leave expires, benefits are handled in accordance with the provisions of PAI 20-3.06, Leave of Absence.

V. Operating Rules and Procedures

Attachment A contains detailed operating rules and procedures relating to the administration of maternity leave.

Maternity Leave
Operating Rules and Procedures

I. Initiation of Maternity Leave

A. The pregnant employee prepares a memorandum (see Attachment B for example) to her department director requesting a maternity leave when her physician has stated an approximate date at which her medical condition will preclude continuation of her normal work duties. This request should be submitted to her supervisor no later than one month before the anticipated birth date. It should include the anticipated birth date and, if different, the date of the onset of medical disability, and the following signature lines: CN-224 1/22/9

1. A line for the signature of the employee's supervisor, by which the supervisor indicates awareness of the leave request.

2. A line for the Medical Director's signature, by which the Medical Director indicates that he/she considers the date for the onset of anticipated or actual medical disability reasonable. A line for the department director's signature, by which he/she approves the leave. CN-224 1/22/9

The same approval process applies for any change of the anticipated date of the onset of medical disability.

B. When the employee's supervisor has signed this memorandum, it should be returned to the employee, who attaches a note from her personal physician and forwards it to the Medical Director. The physician's note should state the anticipated birth date of the child and, if different, the date of the onset of disability and the medical reasons for it.

C. When the Medical Director has determined that an estimated or actual date of the onset of medical disability is reasonable, he/she signs the memorandum (see A.2., above) and forwards it to the department director, retaining the physician's note. It should be noted that, depending on the employee's medical circumstance, the actual onset of disability may differ from the estimated date. CN-2 1/22/

D. When the department director has approved the leave, copies of the approved memorandum are sent to the employee, her supervisor, and the Supervisor, Payroll and Administrative Services, Human Resources Department. CN-2 1/22/

E. When the employee's supervisor has received the approved memorandum, he/she should prepare the Employee Record, form PA 87 which will implement the maternity leave, leaving blank the effective date, and forward it to the Supervisor, Payroll and Administrative Services, Human Resources Department. CN-224 1/22/9

II. Notification Procedures

A. The employee's department is responsible for notifying the Medical Director when the actual sick leave phase of maternity leave begins by completing form PA 3109, Extended Sick, Hospitalization and Injury on Duty Report and forwarding it to the Medical Department.

B. The employee is responsible for notifying the department director as soon as possible but within no more than ten days, in writing, of the child's birth date or other termination of the pregnancy. The department director then notifies the Medical Director. CN-224 1/22/ CN-224 1/22/9

C. The Medical Director evaluates the employee's health status and determines when she is capable of returning to work. When the Medical Director has made this determination he/she so informs the employee, the employee's department, and the Supervisor, Payroll and Administrative Services, Human Resources Department. CN-224 1/22/9

III. Time Reporting

During the initial (sick leave) phase of the employee's maternity leave, the department should complete the appropriate timekeeping document for the employee, indicating that the employee is on full, half, or no-pay status, in accordance with her sick leave allowance (PAI 20-3.03 or OPI 20-3x.03). Form PA 3109, Extended Sick, Hospitalization and Injury on Duty Report must also be completed in accordance with normal procedures in order to inform the Medical Director that the sick leave phase has begun.

IV. Pay Check Distribution

Pay checks for an employee receiving sick pay during her maternity leave may be forwarded by the employee's department by certified mail. (See PAI 30-5.03, Paychecks).

V. Returning From Maternity Leave

A. An employee on maternity leave should request reinstatement by writing to her department director as soon as possible after giving birth. The department director approves the request and forwards a copy to the Manager, Employment Division, Human Resources Department. An employee who does not request reinstatement prior to the expiration of the second phase of her maternity leave and has not been granted an extension as described in VI., below, is considered to have resigned. CN-22 1/22/

B. An employee who returns from a maternity leave is restored to the position she held at the time her maternity leave began. If appropriate, her position may be filled provisionally until she returns from her leave or until she has resigned.

C. Before returning to work from the infant care phase, the returning employee should see her employment consultant in the Human Resources Department so that the document(s) necessary to reappoint the employee to active status can be completed by the Human Resources Department and forwarded to the Payroll Section of General Accounting.

VI. Request for Extension of Leave Beyond Three Months Following Childbirth

An employee who wishes to extend her leave beyond the three months following childbirth should apply in writing for an ordinary leave of absence to her department director as early as possible prior to the expiration of her maternity leave, specifying the reason for her request. The department director determines whether a request is to be granted and notifies both the employee, the unit head and the Supervisor, Payroll and Administrative Services, Human Resources Department.

Requests by the employee to extend the leave beyond three months are considered and, if granted, administered under the terms of PAI 20-3.06, Leave of Absence.

VII. Vacation Allowance

A. An employee may elect to take vacation in a period immediately prior to the start of her maternity leave.

B. An employee beginning a maternity leave is entitled to payment for vacation subject to the provisions of PAI 20-3.01, Vacations, and its attached schedules, and those of any applicable Memorandum of Agreement.

C. Vacation pay may be taken in either of two ways:

1. Lump sum advance payment

The employee may elect to receive her vacation allowance as a lump sum payment at the start of her maternity leave. If the employee elects to receive a lump sum payment, she is paid for vacation time earned up to the time she begins her maternity leave.

If any additional vacation days are earned during the initial (sick leave) phase of the leave, an employee may subsequently

receive the applicable additional vacation allowance pay, subject to review by her department director.

2. Regular paycheck

The employee may elect to take her vacation time at the beginning of the second (infant care) phase of her leave, in which case she will continue to receive her paychecks on a regular basis for the duration of her vacation time. Electing this option does not extend the maternity leave beyond three months following the birth of the child.

D. Except as discussed herein, the provisions of PAI 20-3.01, Vacations, concerning coordination of vacations with maternity leave, apply.

SAMPLE MEMORANDUM

TO: Department Director
FROM: (employee requesting leave)
DATE: (date of request)
SUBJECT: REQUEST FOR MATERNITY LEAVE

COPY TO: Supervisor, Payroll and Administrative Services Human Resources Department

In accordance with PAI 20-3.12, I request a Maternity Leave, to begin (date). My supervisor has signed below to indicate that he (or she) is aware of this request.

I have given the Medical Director my physician's note estimating the date of the onset of my medical disability.

(Signed) *Employee's name
Dept./Facility
Phone number

I have seen this request for Maternity Leave.

Supervisor Date

I find the estimated/actual date of the onset of medical disability reasonable.

Medical Director Date

This request for Maternity Leave is approved.

Department Director Date

Categories
Check one

☐ *Consistent with PAI 20-3.12, Maternity Leave, Section III, paragraph G, I have been informed that as a permanent employee on maternity leave I am entitled to return to the same position I held prior to the leave upon approval by the Director, Medical Services Division.

☐ *I have been informed that as a probationary employee at the time my maternity leave began I will be re-instated, although not necessarily to the same position form which I took leave following the birth of my child and upon approval by the Director, Medical Services Division. Every effort will be made by my department, however, to accommodate me in the same way that a permanent employee is accommodated.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
DIRECTOR OF ADMINISTRATION
POLICE DIVISION INSTRUCTION

P.D.I. 2-6
DISCIPLINARY INVESTIGATION
REVISED JULY 1980

RULES GOVERNING CONDUCT OF DISCIPLINARY INVESTIGATIONS

Rule 1. Information supplied Employee under Investigation

The employee shall be informed of the rank and name of the officer in charge of the investigation as well as the name of the interrogating officer and all persons present during the interrogation.

The employee shall be informed of the nature of the accusation at the beginning of the interrogation. The name of the complainant will be made known to the employee at the time charges are drawn against the employee.

A non-criminal disciplinary investigation of a member of the force must be placed in the charge of a person of a higher rank, who must actively participate in such investigation.

If in the course of an interview between a supervisor and a member of the force it appears that the matter under discussion may result in disciplinary action against the Police Officer, he shall have the right to have his Association representative present before the interview proceeds.

Rule 2. Promises of preference, privilege or immunity or undue suffering prohibited.

No person participating in any investigation of alleged misconduct by a Port Authority employee shall make any unauthorized promise of preference, privilege, or immunity, or employ any means whatever which inflict or tend to inflict undue suffering, mental or physical, upon any employee in order to induce, intimidate or compel him to furnish any statement admitting such misconduct or providing any information with respect thereto. Without limiting the generality of the foregoing, the following shall be deemed to be prohibited hereunder:

- Continuous examination or questioning for such length of time as to create excessive fatigue in the person being examined, or
- Unnecessarily conducting questioning of employees outside of working hours or away from their facilities, or
- Summoning or questioning employees under such circumstances or in such a manner as to occasion undue embarrassment to them or their families, or
- Deprivation of food or drink or denial or other physical necessitities or comforts for excessive periods, or
- Brandishing of any club, gun or other weapon or displays or simulations of violence, threats and abusive foul or profane language.

Rule 3. Required cooperation by employees

Before any employee may be questioned in connection with an investigation, the employee will be apprised of Rule 3, Chapter 9 of the Rules and Regulations which states:

> "All employees must cooperate in authorized investigations of any act, omission or occurrence in or upon Port Authority property, (including but not limited to misconduct, accidents, crimes and the like), provided, however that this rule shall not require any employee to give evidence against himself in connection with the investigation of an alleged act of misconduct on his part."

He shall also be cautioned that disciplinary proceedings may be commenced against him and that anything he says may be used in evidence in such proceedings.

Rule 4. Warnings required in cases of Criminal Investigation or Criminal charges against employee

If an employee is under arrest, or is subject of a criminal investigation, or there is a substantial likelihood that criminal charges may result from the investigation he shall be warned of his rights as follows:

> "I wish to advise you that you are being questioned as part of an official investigation by the Police Division. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of New York or New Jersey, the constitutions of these states and the Constitution of the United States, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation.
>
> I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Port Authority charges which could result in your dismissal from the Port Authority. If you do answer, it is our understanding that neither your statements nor any information or evidence which is gained by reason of such statements can be received in evidence against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent Port Authority Charges."

Rule 5. Permission to consult relatives or friends; When granted

In addition to the foregoing, if they so request and if the interests of the Port Authority shall not be jeopardized thereby, employees who are being questioned with respect to alleged misconduct by them, shall be permitted to consult relatives or friends as soon as possible and under such circumstances as will not prevent or make impractical further investigation of such alleged misconduct.

Rule 6. Promptness of investigation

Every investigation of alleged employee misconduct shall be commenced and completed as promptly as possible under all the circumstances.

Rule 7. Records of questioning

Whenever any employee is questioned with respect to any allegations of misconduct, there shall be kept by the unit conducting the questioning a record setting forth:

The Place of Questioning
The time when the employee entered the place of questioning
The employees assignment and his current hours of duty
The time when the questioning of each individual was commenced
The names of all persons participating in the questioning
The duration of any interruptions in or intervals between periods of questioning
Any transfer of the employee to any other place during questioning
The time when the questioning was terminated
The warnings required under Rule 4 in criminal cases and the appraisal of Rule 3 on cooperation

Such records shall be kept in the office of the Department head of the unit conducting the investigation and marked "Confidential."

Rule 8. Requirements for submission to pathometer or polygraph examination

No employee shall be required, ordered, or requested to submit to pathometer, polygraph or other lie detector tests.

Rule 9. Requirements for a search

No search of an employee's person, property or personal papers or effects may be conducted without his consent: Except that, if authorized by the Superintendent of Police, such search may be held in accordance with law.

Rule 10. Interception of telephone communications

No person, without the consent of the employee or the employees participating therein or without the authorization of the Superintendent of Police, shall by any means of an instrument or otherwise, overhear or record any telephone communication between employees, or between an employee and a third party.

When such consent or authorization is obtained, a telephonic communication may be intercepted, overheard or recorded only in accordance with law, where the communication is received or transmitted. No other conversation or questioning of employees may be recorded by means of an instrument, unless the employees are given prior notice of such recording.

Rule 11. Questioning or Interviewing of Members of Employee's Family

Members of the family of an employee, who is under investigation for alleged misconduct, shall not be questioned or interviewed during the course of such investigation, unless the same is authorized by the Superintendent of Police.

Rule 12. Diclosure of information or allegations

The information or allegations obtained in the investigation of alleged employee misconduct shall be disclosed only to persons authorized by the Port Authority, or empowered or required by law to participate in or report on the investigation or any proceedings which might arise therefrom, provided however, that no criminal proceedings alleging the embezzlement or theft of Port Authority property may be commenced against an employee by another employee, without the prior approval of the accused's department head and the Executive Director, and provided further however, that all reports to prosecutors shall be submitted to the Law Department for clearance before release.

Rule 13. Questions of Law

All questions of law arising during the course of any investigation of employee misconduct or criminal activity, shall be referred immediately to General Counsel or his designated representative through channels.

Rule 14. Investigations with respect to employment or promotion

Investigations by members of the police force, with respect to employment or promotions, are to be made only upon the written request of the Personnel Director or his designated representative.

Rule 15. Time limit for filing of charges

Disciplinary charges must be filed no more than one year after the Port Authority knows of the alleged commission of the offense charged.

Change Notices 74, 87, 96 and 99 incorporated herein.

Office of the Executive Director The Port of New York Authority	DOCUMENT G Revised	PAI 20-1.10 September 30, 1970

DISCIPLINARY PROCEEDINGS
PERMANENT CLASSIFIED EMPLOYEES

I. Introduction

A. This instruction shall apply to permanent classified employees as defined in PAI 20-1.01.

B. No disciplinary action shall be taken against any permanent classified employee except for good and sufficient cause or reason, and except in accordance with this instruction.

C. This procedure does not apply to any disciplinary proceeding which originated prior to the effective date of this procedure.

II. Grounds for Dismissal, Transfer, Demotion of Permanent Employees

The following are examples of good and sufficient cause or reason for the dismissal, transfer or demotion of a permanent employee: Substantial or repeated neglect or failure of the employee properly to perform his duties; substantial or repeated violation of rules and regulations; conduct seriously prejudicial to the Port Authority or the public interest.

III. Types of Disciplinary Action

A. The following measures, when taken for disciplinary purposes, constitute disciplinary action within the meaning of this procedure. No other types of disciplinary action are authorized.

1. Dismissal from employment, including compulsory retirement.

2. Demotion (in the case of employees other than members of the police force holding the position of Police Officer or Police Sergeant) to a grade or title having a lower rate of pay.

3. Transfer to a grade or title having a different type of duties or responsibilities.

4. Temporary Reduction of Pay, but only in the case of Traffic Officers and Traffic Sergeants.

5. Compulsory Leave of Absence Without Pay not to exceed 60 days for any and all offenses charged in connection with any one transaction.

6. Reduction in Seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.

7. Official Reprimand, officially noted upon the employee's record in the Office of the Personnel Director (or Official Demerits, if a demerit system is established).

8. Forfeiture of Vacation Privileges.

9. Minor Discipline, such as forfeiture of pass, holiday or days off privileges, informal reprimands* and other appropriate minor disciplinary measures which do not affect the employee's grade, title, pay or seniority.

B. The dismissal, demotion, transfer or compulsory retirement of an employee because of mental or physical incapacity substantially impairing his ability to perform his duties, or because he has reached mandatory retirement age or because a reorganization of the Port Authority or one of its facilities, properties, departments or divisions, or any other administrative action affecting the position, status, pay or privileges of an employee, not taken for disciplinary purposes, is not considered to be disciplinary action and does not come within the scope of this procedure. Provision, however, has been made for a hearing at the request of the employee concerned, whenever the dismissal, demotion, transfer or compulsory retirement of a permanent employee is contemplated on the ground of mental or physical incapacity. (See PAI 20-1.09)

IV. Temporary Reduction in Pay

A. As noted above an employee may be disciplined by a temporary reduction in pay, not to exceed one month's pay for any one offense. Such a temporary reduction in pay shall be deducted from each pay check until the entire amount of the temporary reduction has been deducted, but in no case shall the total amount of such deduction from any one pay check (on account of all offenses) exceed ten percent (10%) of the employee's salary or pay (before deductions) for the period covered by the pay check. These deductions will be transferred to the Employees Welfare Fund Committee for use in promoting the welfare and morale of employees.

*For Building Trades Union and Union of Automotive Technicians Covered Classes Only

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If a letter of reprimand (informal reprimand) has not been used as a basis for disciplinary action within one year from the date of such letter, such letter shall be removed from the employee's personnel folder, unless during such period related reprimands have been placed in the employee's folder in which event such letter of reprimand shall remain in the employee's folder for the one year period commencing with the date of the most recent letter of reprimand. All letters of reprimand must either be initialled by the employee or, if such employee refuses to so initial, such refusal shall be duly noted.

V. Hearings and Disciplinary Procedures

A. Where Hearings in Accordance with Paragraph X are Required

The following types of disciplinary action shall not be taken with respect to any permanent employee having a classified position except pursuant to written charges, and a hearing before a Port Authority Trial Board in accordance with Par. X of this instruction (unless the employee waives the filing of such charges or the holding of such hearing):

(1) Dismissal; (2) demotion; (3) transfer; (4) temporary reduction in pay in an amount greater (for all offenses charged in connection with any one transaction) than the equivalent of three days' pay; (five days' pay for TWU classes) (5) compulsory leave of absence without pay for a period longer (for all offenses charged in connection with any one transaction) than three days (five days for TWU classes); (6) loss of seniority, (7) forfeiture of more than three days' vacation (five days' vacation for TWU classes) (for all offenses charged in connection with any one transaction).

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B. When Hearings in Accordance with Paragraph XI are Required (Not applicable to Transport Workers Union classes.)

The following types of disciplinary action shall not be taken with respect to any permanent employee having a classified position except pursuant to written charges, and a hearing before a Departmental Trial Board in accordance with Par. XI of this instruction (unless the employee waives the filing of such charges or the holding of such hearing):

(1) Temporary reduction in pay in amount (for all offenses charged in connection with any one transaction) equivalent to three days' pay or less; (2) compulsory leave of absence without pay for a period (for all offenses charged in connection with any one transaction) of three days or less; (3) official reprimand; (4) forfeiture of vacation (but not more than three days for all offenses charged in connection with any one transaction, and not more than six days in the aggregate during any one calendar year for all offenses); (5) official demerit.

Provided, that such types of disciplinary action may also be taken pursuant to written charges and a hearing before a Port Authority Trial Board in accordance with Par. X of this instruction.

C. Where Disciplinary Procedures in Accordance with Paragraph XII are Required

Where an employee has a position in one of the TWU classes and the penalty for all offenses charged in connection with one violation will be no greater than the equivalent of five days' pay, any authorized type of disciplinary action shall be taken in accordance with Paragraph XII hereof.

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D. Where Hearings Are Not Required

Any authorized type of disciplinary action may be taken against a temporary employee without the filing of charges or a hearing; and any authorized type of disciplinary action, other than those specified in sub paragraphs V, A, B, and C, above, may be taken against permanent employees without formal charges or a hearing.

(NOTE: For definitions of temporary and permanent employees, see PAI 20-1.01.)

VI. Repeated Offenses

Disciplinary action may be taken against an employee for repeated violation of rules and regulations or repeated neglect or failure to perform his duties or other repeated conduct warranting disciplinary action, even though disciplinary action has previously been taken separately with respect to some or all of the series of transactions upon which such charges are based; but only if such repeated conduct is charged as a separate offense. In any such case, the entire series of transactions upon which the charge is based shall be deemed to be one transaction within the meaning of paragraphs V, A, B, and C; but in any other case, the provisions of paragraphs V, A, B, and C relating to "any one transaction" shall be deemed to refer to each transaction separately.

VII. Waiver of Rights, Resignations Pending Disciplinary Proceedings

A. An employee may waive his right to have charges filed and may waive his right to a hearing, and may do so either before or after the hearing has commenced. All such waivers must be in writing.

In addition, the failure to appear at a hearing after notice shall constitute a waiver of such hearing unless the Board or person before whom such hearing is held shall find such failure excusable.

B. An employee may resign at any time, and in that event any disciplinary proceedings against the employee shall terminate, but unless the charges are dropped or withdrawn, the charges shall be filed with his record and entry made in his record "Resigned under charges pending trial."

Whenever an employee resigns after a temporary reduction in pay takes effect, the aggregate deduction from his final pay check shall not exceed 10% of his salary or pay (before deduction) for the period covered by such pay check.

VIII. Temporary Suspensions Without Pay

A. Any employee may be temporarily suspended without pay pending the preparation of charges and the completion of disciplinary proceedings (but not for more than two weeks without the approval of the Executive Director); and such temporary suspension shall not be deemed to constitute disciplinary action unless the charges are thereafter sustained.

B. If the charges are sustained and if as a result one or another of the following types of disciplinary action is taken, such disciplinary action shall be effective as of the day upon which the employee was suspended: dismissal; demotion; transfer; temporary reduction of pay; compulsory leave of absence without pay.

C. Except as provided above the employee shall be restored to duty upon the completion of the disciplinary proceedings, and shall then receive his full pay for the period during which he was temporarily suspended, whether or not the charges against him were sustained; provided, that the employee may be restored to duty prior to the completion of the disciplinary proceedings, in which event, he shall receive full pay for the period of his temporary suspension.

D. Nothing contained in this instruction shall be deemed to prevent suspending employees with pay, whether pending the preparation of charges and the completion of disciplinary proceedings or for other administrative purposes.

IX. Filing and Preliminary Investigation of Charges

A. Form of Charges

Charges shall be in writing, and each charge shall be a

brief formal statement of the alleged offense. In the event that an employee is charged with more than one offense, he shall be separately charged with each offense and each charge shall be separately numbered. Each charge of an alleged offense shall be separately supported by one or more specifications (summary statement of facts supporting the charge). Each specification standing alone should be sufficient to sustain the charge of the alleged offense if proven.

Charge 1. Repeated violation of rules and regulations of The Port of New York Authority.

Specification 1. In that said employee failed to appear at outgoing roll call on the 13th, 15th, 17th, 24th and 27th days of January, 1969, in violation of Rule 6 of "General Rules and Regulations for all Port Authority Employees," which provides that "Employees shall be punctual *** at all times."

B. Signature of Charges

Charges shall be signed by the complainant, who need not be an officer, employee or agent, or otherwise connected with The Port of New York Authority.

C. Filing Charges

Whenever a charge is made by a Port Authority employee it shall be transmitted through channels to his department head. Whenever a charge is made by a person not connected with the Port Authority, it shall be transmitted through channels to the department head of the employee sought to be disciplined.

D. Time Limitation

Charges filed with a department head more than two years after the alleged commission of the offense charged, shall be void.

E. Action by Department Head

Upon receipt of charges and after such preliminary investigation as he deems necessary, the department head shall either:

1. Return the charges to the complainant for correction in the event that they do not conform to the requirements of paragraph IX, A hereof; or

2. Direct that the charges be dropped; but in case the complainant is not a member of his department, only with the approval of the Executive Director; or

3. In the event that he is of the opinion that a hearing pursuant to Par. X of this instruction is desirable - forward the charges (through the Personnel Director) to the Executive Director for action; or

4. In case the charges are against a member of his department holding a classified position, refer the charges to a Departmental Trial Board for hearing in accordance with Par. X; or

5. In case the charges are against a member of his department, take any appropriate disciplinary action which is authorized by this procedure to be taken without a formal hearing; or

6. In case the employee against whom charges are made is a member of another department, refer the charges to the head of such other department, who thereupon shall take one or another of the types of action specified above.

X. Hearings Before a Port Authority Trial Board

A. Reviewing Officer

In all cases where hearings are required or authorized to be held pursuant to this paragraph, the Reviewing Officer shall be the Executive Director of the Port Authority.

B. Preliminary Action by Reviewing Officer

The Reviewing Officer shall, after such further investigation as he deems necessary either

1. Direct that the charges be dropped; or

2. Refer the charges to a Port Authority Trial Board for hearing; or

3. Return the charges to the department head either for a departmental hearing pursuant to Par. XI or for such disciplinary action as is authorized by this procedure to be taken without formal hearing.

In any case, the Reviewing Officer will return the charges to the Personnel Director for disposition in accordance with his directions.

C. Makeup of Port Authority Trial Board

1. The Port Authority Trial Board shall be appointed by the Reviewing Officer who shall designate one of its members to act as Presiding Officer, and the Board may be appointed to hear one or more cases. The membership of the Board shall consist of not less than three members, including, if practicable, a department or division head or other supervising employee generally familiar with the functions of the employee against whom the charges have been made.

2. The Personnel Director shall notify the members of the Trial Board of their appointment.

3. In the event that a member of the Trial Board is unable to be present at all or part of the hearing or hearings of any one case (because of illness or otherwise) the remaining members of the Trial Board may continue to function without the absentee member. The absentee member shall not vote or have any voice in the proceeding. In the alternate, if a member of the Board absents himself after the hearing or hearings in any one case have commenced, the Reviewing Officer may in his discretion designate a new member to take the place of the absentee, but in that event the new Trial Board as then constituted shall hear the entire testimony from the beginning as though no testimony had already been taken.

D. Functions of Trial Board

1. It shall be the function of the Trial Board to determine the truth or falsity of the charge; and if in the opinion of a majority of the Trial Board the charge is sustained, to recommend appropriate disciplinary action. The Trial Board shall proceed promptly with a hearing, and shall receive testimony and evidence offered by the employee and the complainant, and in addition shall summon witnesses and require the production of records and other data it deems appropriate to the hearing of the charges and the determination of the discipline.

2. The Trial Board shall not make any investigations except for the purpose of determining whether there is pertinent

testimony or evidence which has not been produced, and any witnesses or evidence produced at the request of the Trial Board shall be presented at the hearing.

E. Docket Entries

The Personnel Director shall enter in a special docket the name of the employee against whom the action is sought, the name of the complainant, the name of the person who endorsed the charges and any other data with respect to the proceedings, as, for example, the date upon which the charges were served upon the employee, the date set for hearing and any adjournments, whether the right to file briefs was requested and the date fixed for such filing, the findings of the Trial Board, etc. Each case shall be numbered consecutively.

F. Service of Charges and Notice of Hearing

When charges are returned to the Personnel Director approved by the Reviewing Officer for a hearing, he shall have a copy of the charges and specifications served upon the employee and direct him to appear for a hearing. The charges, and/or notice of hearing may be served either personally or by registered mail at the last known address of the employee on file with the Port Authority, but shall be served by registered mail only with the approval of the Executive Director. The Personnel Director shall fix a date for the hearing which shall not be less than five days from the date of service of the charges or notice of hearing, whichever is later. In calculating the five days, the date of service of the charges or notice of hearing (whichever is later) shall be deemed to be (a) the date on which said charges or notice were personally served, if service was made, or (b) the second day following the date on which the charges of notice were mailed, if service is by registered mail. In either event the day on which service is made as so determined, and the day of the hearing and any intervening Sunday or legal holidays shall be excluded in determining whether the employee has had five days' notice of hearing. The office of Personnel Director shall also notify the Trial Board and the complainant of the date of the hearing.

In determining whether the employee has had five days' notice of hearing, the following shall be deemed to be legal

holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day (the first Tuesday after the first Monday of November), Veteran's Day, Thanksgiving Day and Christmas, and in the event any of these days falls upon a Sunday, the following Monday.

G. Conduct of Hearings

1. Except as otherwise provided herein, or unless otherwise modified, the procedure at and conduct of such hearings and all incidental proceedings shall be determined by the Trial Board, but in any event:

   a. hearings shall be conducted informally;

   b. the employee may appear in person or by an authorized representative; and the employee and his representative may produce, examine or cross-examine witnesses, submit other evidence, make oral arguments and submit memoranda or other written statements;

   c. a stenographic record shall be kept of all hearings and it shall be available for inspection by the employee or his representative during ordinary business hours of the Port Authority for twelve (12) months after the completion of the hearing;

   d. except as provided in paragraphs VI and X, I, no evidence of prior misdeeds or offenses other than those charged shall be received or inquired into.

2. The Trial Board may in its discretion allow the charges and specifications to be amended to conform to the proof adduced at the hearing provided it grants an adjournment of the hearing as provided in paragraph X, H hereof.

3. The Trial Board shall call and examine such witnesses as it deems necessary or appropriate.

4. In general, the order of procedure at the hearing shall be as follows, but the Trial Board may vary the order of procedure in its discretion:

   First: The charges and specifications shall be read, and the employee or his representative shall be requested to state summarily his position with respect thereto.

Second: The testimony (sworn or unsworn) and other evidence in support of the charges shall be received. Each witness in support of the charges shall be subject first to direct examination by the Trial Board (and if the charges are preferred by a member of the Port Authority staff, by such member or his representative) and then to cross-examination by the employee or his representative, and thereafter to such re-direct or re-cross examination as may be necessary.

Third: The testimony (sworn or unsworn) and other evidence for the employee shall then be received. Each witness for the employee shall be subject first to direct examination by the employee or his representative, and then to a cross-examination by the Trial Board (and if the charges were preferred by a member of the Port Authority staff, by such member as his representative), and thereafter to such further re-direct or re-cross examination as may be necessary.

Fourth: The testimony and evidence in the nature of rebuttal and surrebuttal shall then be received in that order.

Fifth: In cases where charges are preferred by a member of the Port Authority staff, such member or his representative shall be permitted to make a statement summarizing the testimony and evidence and making recommendations with regard to disciplinary action.

Sixth: The employee or his representative shall be permitted to make a statement summarizing the evidence, and to present any pertinent oral arguments.

Seventh: In lieu of or in addition to oral statements and arguments, the Trial Board may receive written memoranda or briefs in support of the charges or in favor of the employee.

H. Adjournments and Postponements

The employee shall be entitled to one 10-day postponement of the hearing. He shall also be entitled to an adjournment of the hearing once, if the proof offered at the hearing is at variance, in any material respects, with the specifications as set forth in the charges and specifications. The

Presiding Officer may grant any other adjournments which he in his discretion deems desirable.

I. Findings

As promptly as practicable following the conclusion of a hearing the Trial Board shall make its findings. The findings shall be in writing and shall refer to each separate charge and shall state whether each charge is "sustained" or "not sustained." A majority of the Trial Board must concur in the findings with respect to each charge, and no member of the Trial Board shall be eligible to vote on the findings unless he has been present throughout the hearings and in the case of adjournments, at all sessions. The Trial Board, if it desires, may accompany the findings with opinions in writing explaining the reasons for its findings.

The Trial Board shall make a recommendation for disciplinary action if it finds the charges sustained, and in so doing it may receive and consider the employee's Performance Rating Reports and any records of prior disciplinary proceedings.

J. Review

At the conclusion of the hearing the findings and recommendation of the Trial Board, and opinion, if any, together with a transcript of the testimony and any briefs which have been filed, shall be promptly forwarded to the Reviewing Officer.

The Reviewing Officer shall review the findings and approve or disapprove them. If he shall disapprove them he may in his discretion return the case to the Trial Board for a new hearing.

The Reviewing Officer shall prescribe the disciplinary action and the recommendation of the Trial Board shall not be binding on the Reviewing Officer. The office of the Personnel Director shall promptly notify all concerned of the disciplinary action directed to be taken by the Reviewing Officer.

In any case where the disciplinary action requires further action by the Operations Committee of The Port of New York Authority, such as discharge or demotion, the same shall not be effective until approved by the Operations Committee.

XI. Departmental Hearings
(Not Applicable to Transport Workers Union classes.)

A. Procedures at Departmental Hearings

Whenever a departmental hearing is ordered, the procedure shall as far as practicable conform to the procedure for Port Authority Trial Board hearings outlined in Par. X, with the following exceptions:

1. The Department Director shall act as the Reviewing Officer.

2. The Department Director shall designate the Departmental Trial Board, which shall consist of any one or more Port Authority employees appointed from the same department in which the employee sought to be disciplined is employed.

3. The Departmental Trial Board shall have the charges, specifications and other notices served in the manner prescribed for the service of charges, notices, etc., as provided in Par. X, except that where provision is made for service through the office of the Personnel Director, and/or for maintaining dockets, etc., such provisions shall not be applicable.

4. At the conclusion of the departmental hearing the Departmental Trial Board must transmit its findings, together with a report and recommendation and a full transcript of the proceedings to the Department Head for final disposition.

5. The Department Head shall notify the office of the Personnel Director and all others concerned, of the final disposition of the proceeding.

6. Notwithstanding that charges have been referred to a Departmental Trial Board for a hearing, the Department Head may refer such charges (and any new or additional charges arising out of the same transaction) to the Reviewing Officer specified in Par. X hereof for action, and may do so either before or after the Departmental Trial Board has transmitted its findings and recommendations to the Department Head.

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XII. Disciplinary Procedures for TWU Classes

A. Conditions

Where TWU classes are concerned, a facility or division manager may administer initial discipline for minor violations of Port Authority rules and regulations, which shall not include sick absenteeism. For all such offenses charged in connection with any one violation, the amount of penalty will be no greater than the equivalent of five days' pay.

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8/3/73

B. Procedure

1. When a supervisor deems that disciplinary action should be taken in connection with a violation by an employee, he shall notify the employee in writing of the facts upon which such action is based and shall at the same time schedule a meeting with the manager and the employee involved. The employee's representative may attend this meeting.

2. At the meeting, the manager will interview the supervisor and the employee. The purpose of these interviews will be to permit the manager, the supervisor and the employee to develop pertinent facts, and to permit the evaluation by the manager of the circumstances leading to the alleged violations, and result in the determination by the manager of appropriate action. If additional information is needed, the manager will make arrangements to elicit same, and if necessary, arrange for a subsequent meeting.

3. Within fifteen days after the interview, the manager shall inform the employee, in person, of the action to be taken and the reasons for this action. A comprehensive written report of the manager's determination and findings will be presented to the employee at this time. Copies of this determination will be transmitted to the Manager of the Operating Personnel Division and to a representative of Local 1400 of the TWU whether or not the employee being disciplined is a member of the union. If the employee accepts such determination, he will signify his concurrence in writing.

4. If the employee does not accept such determination, he may appeal the determination to the appropriate Department Director within fifteen days. Such appeal shall be in writing, setting forth the basis for appeal, and may be in the form of a letter or a memorandum addressed to the Director.

5. If an employee appeals such determination, the Director or his designee shall review all pertinent data, conducting such interview as he may elect, and render a written determination in the matter to the said employee within fifteen days.

6. If the employee disagrees with the determination of the Department Director, he may, within fifteen days, appeal to the Personnel Director for final review, said appeal to be in the form of a letter or memorandum addressed to the Personnel Director.

7. The Personnel Director, acting for the Executive Director, must reply in writing to the aggrieved employee within thirty days. His action will be final. Failure on the part of an employee to make his appeal within the prescribed time limits will result in the acceptance of the recommended discipline. Failure on the part of any management representation to inform the employee of disciplinary action within the prescribed time limits will result in the charges against the employee being waived.

UNIFORM ALLOWANCES

I. Introduction

This instruction sets forth the eligibility requirements and uniform allowances of employees.

II. Policy

It is Port Authority policy to furnish wearing apparel to its employees where the need is justified.

Certain employees are furnished an initial issue and, in addition, are granted an annual allowance for upkeep or allowed a number of cleanings or pressings at Port Authority expense. The replacement of these uniforms is provided either by annual allowance or by purchase as required, or by a combination thereof.

Generally, employees are provided uniforms by the Work Uniform Services Section, General Services Department, whose responsibility it is to maintain the uniforms and to provide clean uniforms on a predetermined basis. (See Exhibit A for specific positions and allowances.)

For certain categories of employees utilizing dress uniforms the Work Uniform Services Section furnishes an initial issue and provides for replacement as required. Except for "wash and wear" garments, maintenance of these uniforms is covered by form PA 618, Petty Cash Voucher, which is initiated by the employee and is accompanied by cleaning receipts. (See Exhibit A for specific positions and allowances.)

III. Definitions

Wearing apparel is of four categories.

A. Dress Uniforms are worn by employees to convey unmistakably to the general public the authority and/or services associated with their positions, e.g., Police, Toll Collectors, Red Caps, Sky Caps, etc.

B. Work Uniforms are worn for purposes of easy identification, uniformity of appearance of employees of position classifications which are engaged in maintenance, production, or operating activities requiring attire designed to withstand extensive exposure to wear and tear and heavy soiling, e.g., maintenance personnel, messengers, police emergency crews, cleaners

C. Foul weather gear is worn by employees in position classifications which are exposed to inclement weather.

D. Safety clothing is worn by employees of all position classifications for the purpose of preventing injuries and/or bodily harm while at work.

IV. Responsibility for Standards and Specifications

The General Services Department, in cooperation with the departments concerned, is responsible for the design and development of standards and specifications for the purchase and maintenance of all Port Authority uniforms, except Police, which are the responsibility of the ~~Police Division Uniform Committee~~ SUPERINTENDENT OF POLICE, and Toll Collectors which are the responsibility of the Tunnels and Bridges Department. CN 11

The Inspection and Safety Division of the Comptroller's Department reviews all new uniform items considered for purchase and uniform maintenance programs for occupational safety and health considerations.

The Port Authority Design Advisory Council through the Office of the Chief Architect approves all new uniform items prior to purchase.

V. Responsibility for Proper Dress

Each employee is responsible for being dressed in a fit and presentable manner while at work. Awareness and acceptance of this responsibility is vital to good health, high morale, and favorable public reaction. The wearing apparel programs specified in this instruction are an aid in meeting these goals. Managerial and supervisory personnel are responsible for overseeing that suitable dress is worn by subordinates. Since standards are dependent upon circumstances and working conditions, conscientious judgment must be exercised daily.

VI. Work Clothes Supplied to Employees

A. Issuance by the Work Uniform Services Section

The Work Uniform Services Section furnishes

1. uniforms to employees who are required to turn in soiled uniforms and receive clean uniforms on a predetermined basis;

2. an initial issue to certain other employees who utilize dress uniforms, the maintenance of which is covered by

form PA 618, Petty Cash Voucher, initiated by the employee and accompanied by cleaning receipts; and

3. some uniform items which are delivered in bulk to facilities for distribution to employees after appropriate records are prepared.

B. Each employee is responsible for clothing issued to him while it is in his possession and must exercise reasonable care in the use of such clothing. Work uniforms may be worn only while on duty and must not be worn home without specific approval. When it is established by the organization unit head that clothing issued (1) has been lost by the employee to whom it was issued, through his own fault; or (2) has been damaged or destroyed due to failure of such employee to exercise reasonable care, the employee is required to pay the purchase cost of the article as shown in Exhibit B.

C. Issuance of Other Articles

1. Some articles of work clothing, such as winter parkas and overshoe boots, are purchased by the Port Authority and are issued to employees whose work requires their usage. Green parkas are requisitioned from the Work Uniform Services Section stockroom. Blue parkas are requisitioned on purchase orders as required. Overshoe boots are requisitioned from the Central Stockroom through the General Services Department. Parkas, overshoe boots, and other items purchased by the Port Authority may be worn only while on duty and must not be worn home without specific approval of the employee's supervisor.

2. When it is established by the organization unit head that an article of clothing purchased by the Port Authority and issued to an employee has been lost, damaged or destroyed under circumstances described in Par. VI, B, the employee is required to pay the purchase cost of the article as established by the General Services Department. The department to which the employee is assigned shall notify the Comptroller's Department by memorandum to make the appropriate deduction from the employee's paycheck. Such memorandum shall state the basis upon which the department has established the liability of the employee and show the accounting code to be charged. A copy of this memorandum shall be given to the employee.

D. Issuance of Work Uniform Articles to New or Transferred Employees

1. The Personnel Department, as part of processing a new employee or a military leave returnee, completes form PA 2351, Work Uniform Request/Service Change and sends it to the Work Uniform Services Section with the new employee. The Work Uniform Services Section issues uniform items appropriate to the employee's position.

2. Prior to his transfer, an employee's unit completes form PA 2351, Work Uniform Request/Service Change as soon as knowledge of the transaction is known and forwards it to the Work Uniform Administrator.

3. A transferred employee takes with him to his new unit all his clean work uniforms issued by the Work Uniform Services Section only if they are required at or in his new assignment, otherwise they are turned in immediately. Soiled uniforms will be picked up by the Work Uniform Services Section from the old locker, cleaned, relabeled, and delivered to the new location. In all cases, overshoes and parkas are returned to the local unit. Form PA 1904, Information on Transferred Employees, is completed by the transferring unit and forwarded to the receiving unit. It lists disposition of uniforms and other articles of clothing issued to the employee.

E. Surrender of Port Authority Equipment and Property on Termination

1. Any employee whose service is terminating is required to turn in his uniforms and equipment prior to or on his last day of work. Prior to an employee's termination, his unit completes form PA 2351, Work Uniform Request/Service Change, as soon as knowledge of the transaction is known, and forwards it to the Work Uniform Administrator.

2. Form PA 646, Surrender of Port Authority Equipment and Property is prepared by the unit supervisor and forwarded to the Work Uniform Services Administrator after the employee's supervisor ascertains by telephone that all Library material of record has been surrendered and that no monies are owing to the Port Authority Treasurer.

3. The Work Uniform Administrator ascertains if any uniform items are missing and shows the quantity and cost of such articles in the "Remarks" column prior to forwarding

form PA 646, Surrender of Port Authority Equipment and Property, to the Personnel Department. The field supervisor is responsible for collecting all work clothing outstanding before the final paychecks are delivered. An employee's final paycheck will be withheld until discrepancies in the uniform and equipment list for that employee are explained. The amount to be deducted from the employee's final paycheck in payment for any missing articles is inserted by the terminating unit in the "Remarks" section of form PA 1899, Appointment or Separation of Permanent Employees. Failure to recover all garments or inability to recover the uniforms or monies for missing articles will result in a direct charge being made to the organizational unit involved.

VII. Safety Eyewear Program

A. The Port Authority Safety Eyewear Program is intended to aid in the prevention of serious eye injury to employees. Under this program, the Port Authority provides approved safety equipment including standard safety spectacles, standard cover goggles or face shields to all employees with exposure to eye injury. Cover goggles or face shields may be worn alone or over an employee's regular prescription glasses.

B. For employees who wear prescription glasses and are subject to high-impact eye-exposure situations such as cutting, drilling, using a power saw or performing certain types of heavy labor in general maintenance categories, facility and unit supervisors recommend, for approval by the facility or unit manager, the purchase of prescription safety eyewear that meets American National Standards Institute Specification No. Z87.1-1968.

1. A maximum of $20.00 is allowed toward purchase of prescribed eyewear, the frequency of allowance to be determined by the facility or unit manager based on the employee's need for change in prescription or other acceptable reason.

2. The employee selects an eye specialist of his choice who can provide both an eye examination and the desired prescription safety eyewear that meets Port Authority specifications. The eye specialist is free to obtain lenses and frames from any safety eyewear supplier, providing the completed glasses meet or exceed the American National Standards Institute Specification.

3. The employee submits to his eye specialist for completion form PA 3172, Certification of Prescription Safety Eyewear, in which the specialist describes the type of eyewear furnished and certifies that it complies with NASIS specifications.

4. The completed certification form and a sales receipt for the eyewear are attached to form PA 618, Petty Cash Voucher, and submitted to the facility or unit for reimbursement. An entry covering the eyeglasses is made on form PA 548B, Employee Equipment Record.

VIII. Safety Shoe Program

A. Eligibility

All maintenance personnel as well as employees in other groups with similar exposure to foot injuries, such as employees represented by the Building and Construction Trade Council, are eligible to participate in the Port Authority Safety Shoe Program.

B. Allowance

Employees are entitled to a $20 allowance maximum per year for leather shoes with built-in safety caps conforming to American National Standard Z41.1-1967.

Employees receive an allowance for part or all of their actual expenditures for safety shoes up to $20 per year on completion of form PA 618, Petty Cash Voucher (sales receipt attached) and wearing the shoes on the job. All Petty Cash Vouchers must show the date reimbursement for safety shoes was last made. Employees requesting the allowance for the first time write "First Time Allowance" on the Petty Cash Voucher form. The date of the purchase of the safety shoes is entered on form PA 548B, Clothing Equipment Record. The Inspection and Safety Division periodically audits safety shoe allowance refunds to determine compliance with the American National Standard.

Atts: Exhibit A - 2 pages
Exhibit B - 1 page

PARTICIPANTS IN UNIFORM ALLOWANCES PROGRAM

CATEGORY & EMPLOYEES INCLUDED	NORMAL ALLOWANCE	DATES OF PAYMENT	PRORATED ALLOWANCES
Dress Uniform			
Air Terminal Receptionists Airport Operations Agents Helicopter Pilots Operations Service Supervisors* Operations Group Supervisors* Senior Airport Operations Agents Senior Terminal Services Agents Sky Caps Sky Cap Captains Terminal Services Agents	Uniforms are provided by the Work Uniform Services Section of General Services Department. Employees receive an initial issue. Replacement units are provided as required. Maintenance, except for "wash and wear," is covered by form PA 618, Petty Cash Voucher, initiated by the employee and accompanied by cleaning receipts.		
Lobby Information Agents Red Caps Red Cap Captain	Uniforms are provided by the Work Uniform Services Section of General Services Department. Employees receive one summer and one winter uniform and six shirts for each season. Replacement units are provided as required. Maintenance is covered by a Service Contract.		
Police*	All members of the uniformed Police Force are eligible for uniform allowance except as provided below. Members of the Police Force on permanent medical restriction are not eligible for any uniform allowance unless their duties require the wearing of a uniform. In such cases payment of the annual allowance will be made on recommendation by the Superintendent of Police and approval of the Personnel Director. New members of the Police Force receive an initial issue from the Police Academy, but are not eligible for any uniform allowance in the calendar year in which they are employed. They are eligible for a full uniform allowance ($200 covering replacement and upkeep) in the year following the calendar year in which they joined the Police Force.	The uniform allowance is granted for the subsequent year. It is paid annually by the Comptroller on the first payday in July. During the first week of June the Payroll Supervisor forwards a tabulated list of all eligible members to the Police Division for determination as to the amount of allowance to be granted to each member.	**On Return From Military Leave** On return from Military leave, members of the Police Force absent on military leave at the normal time of payment receive a prorated payment. The Police Division, by memorandum, requests the Payroll Supervisor to make a prorated payment following the employee's return to duty. Month of Return — Replacement and Upkeep Allowance July - September — $200 October - December — 150 January - March — 100 April - June — 50 Members of the Police Force who go on military leave after receiving their full allowance in July and return from military leave prior to the next date of payment are not eligible for a prorated allowance.

CATEGORY & EMPLOYEES	NORMAL ALLOWANCE	DATES OF PAYMENT	PRORATED ALLOWANCES
Toll Collectors	Employees receive a basic uniform designed to cover an eight month period for fall, winter and spring and washable lightweight uniform suits for summer. Employees are eligible for an annual upkeep allowance of $105. Replacement uniforms are issued as needed at no charge, except in the case of toll collector negligence.	The uniform allowance is paid by the Comptroller in two equal payments in February and June.	In calculating partial payments, the upkeep allowance is prorated at $13.25 per whole month for the months October through May, with that portion due at the end of January and May, being paid in February and June respectively.
Work Uniform			
Cleaners Food Service Workers Maintenance Personnel Clerical Aides Others	Uniforms are provided by the Work Uniform Services Section of General Services Department, which is responsible for maintaining the uniforms and for providing clean uniforms on a pre-determined schedule..		

SAFETY SHOE PROGRAM

All maintenance and tolls personnel as well as employees in other groups with similar exposure to foot injuries are eligible to participate in the Port Authority Safety Shoe Program.

SAFETY EYEWEAR PROGRAM

The Port Authority provides approved safety equipment including standard safety spectacles, or standard cover goggles or face shields to all employees with exposure to eye injury. Employees who wear prescription glasses and work in high-impact eye-exposure situations are eligible for an allowance to purchase prescription safety eyewear.

* Those required to wear uniforms

SCHEDULE OF REPLACEMENT CHARGES FOR ITEMS ISSUED BY WORK UNIFORM SERVICES

	Charge to Employee
CAP	
Cover, Yellow B/H	$3.50
Frame – B/H	3.20
Green, Ski-type – Summer	1.80
Green, Winter	2.20
COAT	
Blue, Laboratory	6.00
Blue, Mailroom	7.50
Tan, Laboratory	6.00
Tan, Shop	7.00
White, Shop	6.40
COVER	
Fender, acrilan	2.40
Fender, cotton	1.10
COVERALLS	
Tan	5.50
White	5.20
DUNGAREES	
Blue, Denim	3.25

	Charge to Employee
JACKET	
Blue	$ 8.20
Green	7.25
Liner	2.80
PANTS	
Blue	4.90
Green, Summer	4.90
Green, Winter	5.60
White, B/H, Summer	4.80
White, B/H, Winter	6.25
PARKAS	26.00
SHIRT	
Blue, Chambray	2.50
Blue, Long Sleeve	3.60
Blue, Short Sleeve	3.35
Green, Summer, Long Sleeve	3.60
Green, Winter	4.15
White, Foreman, Long Sleeve	3.60
White, B/H Short Sleeve	3.35
SMOCKS	
Aqua	6.00
Green	7.00

I. INTRODUCTION

This instruction prescribes the standard regulation equipment that shall be carried by all members of the uniformed force while on duty.

II. STANDARDS

All equipment carried by a police officer must meet the standards set by the Superintendent of Police.

The term "regulation" when applied to police equipment described in this instruction, shall mean only those items of police equipment:

a. Issued to recruits and replaced by the Port Authority. Items of regulation police equipment issued to recruits that are replaced by the Port Authority when worn or unserviceable, will not be replaced by any other method.

b. Carried as stock in our Police Equipment Bureau. Items issued to recruits and replaced at the officer's own expense or items to be purchased at the officer's own expense must be purchased from the Port Authority Police Equipment Bureau to be considered regulation.

III. EQUIPMENT ISSUED TO RECRUITS

The following items comprise the initial issue of equipment that is made to a recruit who graduates from the Police Academy.

1. Breast shield and cap plate with identical identification numbers.

2. Revolver; .38 caliber police special, Colt or Smith and Wesson.

3. Regulation Black leather holster.

4. Police Identification card.

5. Uniform buttons, shoulder patch, and collar ornaments.

6. Police Division Instructions.

7. General Rules and Regulations for all Port Authority employees.

8. Regulation baton.

9. Radio case

10. Regulation whistle

11. Dropout black leather cartridge case for 12 cartridges.

12. Regulation white plastic traffic belt.

13. Regulation memorandum book.

14. Eighteen .38 caliber special, 158 grain +P factory manufactured semiwadcutter lead hollow point cartridges. (Armor piercing or jacketed bullets are prohibited).

15. Protective Vest.

NOTE: Items 1-9 will be replaced in kind by the Port Authority at no expense to the officer. Items 10-15 will be replaced at the officer's expense. Cartridges are available in lots of 10 at the P.A. Pistol Range.

IV. EQUIPMENT CARRIED BY MEMBERS OF THE FORCE WHEN ON DUTY

Members of the force shall carry only the following equipment when on duty.

A. On Patrol

1. Fully loaded issued revolver in an issued holster suspended on a Sam Browne black belt.

2. Twelve extra .38 caliber 158 grain +P grain factory manufacturered semiwadcutter lead hollow point cartridges velocity round nosed factory manufactured lead cartridges in a regulation carrier or drop out black leather cartridge case.

4. Regulation baton (when prescribed by local facility instructions).

5. Regulation billy.

6. Regulation police whistle.

7. Summons holder with number and type of summonses as prescribed by facility.

8. Regulation white plastic traffic belt 2" wide.

9. Assigned radio case, when appropriate.

10. Regulation memorandum book - on each assigned tour of duty, the following entries shall be made:

a. Date

b. Tour of Duty

c. Post assignment

d. Designated meal period (time and location)

e. Complete and accurate entries of the duty performed, as well as all unusual occurences on assigned posts, will be recorded. If there are no unusual occurrences- "nothing to report" shall be written.

f. Absences from post, entered as occurs

1. Reasons

2. Time of departure

3. Time of return

g. Name of officer making the relief

All entries shall be made in chronological order in ink or ballpoint pen. At the completion of the tour, the entries will be assigned by the reporting officer.

Completed insert pads are to be retained indefinitely and produced on demand of a Superior Officer. Inspections of memorandum books are to be made at each roll call, or during tours of duty.

11. Personnel have the option to carry a personal revolver that has been registered, authorized and approved for use as on off-duty or second gun.

12. Any other equipment prescribed by the Facility Commanding Officer.

B. Emergency Garage

All members of the force assigned to the Emergency Garage function will wear their service revolvers and cartridge carriers, while in Garage clothes, as described in Section IV, A, items 1 and 2. Handcuffs may also be carried if approved by the facility Commanding Officer.

V. BADGES OF OFFICE AND IDENTIFICATION

A. Police Shield and Cap Plates

Police shields and cap plates for the appropriate rank shall be of the type prescribed and issued by the Superintendent of Police.

1. Police shields for the appropriate rank will be worn over the left breast of the outermost garment while

(a) in uniform;

(b) in emergency work clothes where the "house" assignment involves contact with the public. Regulation police uniform shirts and uniform hats will be worn with

dungaree pants, by all officers assigned to the emergency garages, except those officers designated as "Squad Leaders and Firefighters".

2. Police shields shall be carried on one's person at all times and displayed on the outermost garment at the scene of a police emergency, or when visiting Police Division offices.

3. Cap plates shall be displayed at all times while on duty affixed to the prescribed cap for season and assignment.

4. Officers will have in their possession and display only that shield and hat plate assigned to them unless temporary shields and hat plates are issued to replace those being replated or those reported lost. During these periods, the number of the temporary replacement shield will be used on all official correspondence such as summonses and reports.

B. Police Identification Card

The card issued by the Police Division and containing a photograph of the officer shall be the only type of police identification card carried by the officer. Miniature, duplicate and facsimile shields are prohibited. Officers are responsible for the proper use and safekeeping of the Police Identification Card. When displayed, the Police Identification Card will always be utilized in conjunction with the Officer's police shield.

VI. SAFETY

A. White Traffic Belts

At all facilities, members of the force assigned to traffic posts shall wear regulation white belts during the hours of darkness.

VII. RESPONSIBILITY

A. An officer is responsible for the safeguarding, appearance, serviceability and upkeep of all equipment, pursuant to this instruction.

B. The loss of any items of equipment requires that it be reported to the Commanding Officer and replaced in kind.

1. Items of equipment to be purchased by the officer will be obtained by filling out P.A. Form 2153, titled Police Equipment Order (See P.D.I. 7-9).

2. Items of equipment replaced by the Port Authority are available through the Office of the Commanding Officer.

C. Loss of the service revolver, breast shield, cap plate, or I.D. card shall be reported immediately to the Central Police Desk by telephone. Written notification will also be made without delay to the facility Commanding Officer and to the Superintendent of Police explaining the full particulars. The loss or improper use of these items will result in disciplinary action.

A spare revolver, shield and cap plate are kept on hand at the Central Police Desk and available for temporary replacement whenever a loss is reported.

VIII. CONTROLS

A. The Patrol Sergeant or designated supervisory officer is responsible for the inspection of all police personnel during his tour of duty.

1. Roll Call Inspection - all Police personnel standing roll call will be inspected for the condition of equipment required to be carried by them. Any deviation from the prescribed standards shall be brought to the attention of the inspecting officer's Supervisor who will direct what action will be taken.

2. Field Inspection - where starting times and detail assignments make it impossible for men to stand roll call, the supervisory officer responsible for roll call will personally inspect these officers at their place of assignment as early in the tour as is practicable and report omissions to his immediate supervisory officer.

B. Members of the Police Division shall, during staff inspections, notice the appearance and condition of uniforms and personal equipment. A report of their findings will be made known to the Superintendent of Police as well as the Commanding Officer of the facility.

IX. RECORDING ISSUE AND RETURN OF UNIFORMS AND EQUIPMENT

A. At the time of issuance of all equipment and uniforms, the officer signs a receipt on the reverse side of PA Form 548 (Clothing & Equipment Record).

B. Acknowledgement of the return of equipment is also recorded on the Clothing and Equipment Record (PA 548). Upon separation from the P.A., the employee's supervisor will insure the return of all Port Authority property and make the appropriate notation on the Clothing and Equipment Record, P.A. Form 646. Surrender of Port Authority Equipment, will also be completed at this time. Both forms listed above will be forwarded to the Records Section of the Personnel Department, for inclusion in the employee's personnel file.

C. Members currently assigned to each command shall be issued a radio case to be worn as appropriate while on duty. Upon transfer from the facility, the issued radio case will be returned to the facility Police Commanding Officer and he will be re-issued a radio case by his new Commanding Officer.

D. Replacement costs for loss of the radio case shall be at the Police Officer's expense.

X. POLICE EQUIPMENT STANDARDS COMMITTEE

A. Police Equipment Standards Committee shall consist of the Assistant Superintendent of Police who shall be the chairman, the Police Division Planning and Research Lieutenant, three members from the Port Authority.

Police Benevolent Association, one member each from the Port Authority Police Superior Officers Association, The Port Authority Police Sergeants Benevolent Association and the Port Authority Police Detectives Endowment Association.

B. The Police Equipment Standards Committee will maintain a continuous program of research in all aspects of police equipment. The Committee will make recommendations for implementation by the Superintendent of Police on:

a. Equipment standards and specifications;

b. Adoption of new items of equipment; and,

c. Maintenance of equipment.

Document J

TUITION ASSISTANCE PROGRAM

I. Introduction

This Policy Statement describes the Port Authority's policy regarding tuition assistance for Detectives.

II. Policy

The Port Authority's Tuition Assistance Program provides an opportunity for eligible Police Detectives to improve their skills and job performance and helps to establish a source of trained staff who can effectively contribute to carrying out the mission of the Port Authority. The program encourages Detectives to obtain formal education on their own time in approved institutions of higher learning by reimbursing employees for all or apart of their educational costs.

In addition to formal, degree-granting programs, the Port Authority may also provide tuition assistance to Detectives who participate in non-traditional colleges or universities that are state accredited in New York and New Jersey, non-degree courses, certification or licensing programs, or review courses.

III. Eligibility Criteria

A. Undergraduate and Graduate Courses and Program

1. Detectives are eligible for tuition assistance as herein provided.

2. The Director of Public Safety/Superintendent of Police (or his/her specified designee) will approve applications for tuition assistance only if, in his/her judgment, the Detective/Applicant's work and attendance have been satisfactory. In addition, the Applicant must have shown sufficient initiative and promise in his or her performance to warrant undertaking training at Port Authority expense. Records of previous training or course work will also be taken into consideration.

3. Courses pursued must not interfere with the Applicant's normal job responsibilities.

4. Tuition assistance for enrollment and continued participation in undergraduate and graduate degree programs or individual undergraduate course must relate to a logical program of individual development within the scope of the Port Authority's activities.

5. Tuition assistance for enrollment in programs that have residency requirements, involve time off from work, and/or travel in connection with studies must be recommended in writing by the Director of Public Safety and approved by the Director, Human Resources. The recommendation must stipulate how the required time off from work will be handled (e.g. use of Vacation or Personal Leave Days). Excused time may not be granted.

6. Tuition assistance for enrollment and continued participation in doctoral programs must be recommended by the Director of Public Safety and approved by the Director, Human Resources. Approval will be granted only if it has been determined that the Applicant's doctoral degree is a demonstrable necessity directly related to the Applicant's specific job functions and responsibilities. Continued participation in the doctoral program must be authorized each semester by the Director, Human Resources. In the absence of such authorization, tuition assistance will not be provided.

7. Tuition assistance for second degrees of the same kind (e.g. second Masters degree), must be approved by the Director, Human Resources.

B. Law School

1. Tuition assistance for law school (for the J.D., L.L.B., or L.L.M. Degree or equivalent) must be recommended in writing by the Director of Public Safety, concurred in by the Law Department, and approved by the Director, Human Resources.

2. A member of the Law Department designated by General Counsel interviews Detective applicants submitting initial applications for law school tuition assistance and makes a written recommendation to the Director, Human Resources as to whether reimbursement is warranted, based on an evaluation of the suitability of the Detective/Applicant to attend law school. The recommendation is evaluated by the Director, Human Resources and may be approved only if it has been determined that the degree is a demonstrable necessity directly related to the Detective/Applicant's specific job functions and responsibilities.

3. Law School tuition assistance is subject to the same financial assistance rates set for all other graduate students. The only exception to this is Law Interns who are required to be students in good standing at a recognized law school, and are, therefore, reimbursed 100% for their tuition expenses.

C. Authorization for Special Courses

1. Tuition assistance applications for specialized courses of study such as vocational training for secretarial or general clerical skills, and executive MBA programs require the approval of the Director, Human Resources.

2. If the Director of Public Safety determines that an Applicant should take a course that relates to the Applicant's current specific job function he/she may do so outside the purview of this Policy Statement. Costs incurred should be paid through the Voucher Check Request process.

3. Correspondence and other home study courses are not qualified for tuition assistance, nor are courses for which Port Authority "in-house" training is available within a reasonable period of time.

IV. Coordination with Other Sources of Financial Assistance

A. Applicants must disclose all other training or educational allowances they are receiving on the Tuition Assistance Application (Form PA 1020).

B. Applicants who are entitled to receive training or educational allowances from other sources, including fellowships, scholarships, grants-in-aid, or benefits received by veterans and active reservists from government-sponsored programs, may receive financial assistance under the Tuition Assistance Program only after funds from these other sources are fully utilized. Under no circumstances will the Port Authority duplicate any funds obtained from outside sources. If, however, the training allowances from these other sources do not fully cover tuition costs, the Port Authority will provide additional funding up to the full cost of approved courses within the limits specified herein.

C. Failure to comply with the provisions of paragraphs A and B, above, will require the restitution by the Applicant of all funds to which he/she is not entitled, through a lump-sum payment or payroll deduction, and may also result in disciplinary action.

V. Expenses Qualified for Reimbursement

A. The current schedule of tuition assistance allowances for undergraduate and graduate courses and the tax treatment of such allowances are outlined below:

1. Tuition Assistance Allowances

   a. Undergraduate work:

      80% of actual tuition costs or up to $125 per credit, whichever is greater, plus qualified fees.

   b. Graduate work

      80% of actual tuition costs or up to $140 per credit, whichever is greater, plus qualified fees.

2. Tax Treatment

   The Applicant is personally responsible for any federal, state and local taxes which may be due under applicable tax laws as a result of having received tuition assistance. Applicants should contact the Payroll Supervisor in the General Accounting Section of the Comptroller's Department for further information.

B. Fees qualified for reimbursement include:

1. Laboratory fees specifically related to course requirements.

2. Registration fees, when the amount of such a fee is specifically designated by the school attended.

3. General or comprehensive fees up to a maximum of $175 per semester, when an unspecified portion of such a mandatory fee is allocated to registration by the school attended.

C. Parking fees, student fees, and other ancillary fees are not qualified for reimbursement under this program.

D. Expenses for books, equipment, supplies, materials, travel and room and board are not qualified for reimbursement under this program.

VI. Tuition Assistance Payments

A. Tuition assistance payments are authorized by the Director of Public Safety or his/her specified designee upon receipt of proof of payment and certification of having achieved a grade of "C" or better at the undergraduate level or "B" or better at the graduate level for each course taken, provided the applicant is still employed by the Port Authority on the date the course is completed. Payment will be made for "Pass" or "Complete" grades when it is the policy of the school to grade courses with "Pass" - "fail" or "Complete" - "Incomplete" designations.

B. Requests for Payment must be made within one year from the original course completion date shown on the application.

C. Payments for any programs which do not fall into the category of university or college course work will be made only upon receipt of evidence of payment and certification that the Applicant successfully completed the course of study.

VII. Financial Hardship

If an Applicant demonstrates financial hardship that would prevent him/her from pursuing an education within the limits of this document, the Applicant may apply for advance payment of educational expenses by the Port Authority. Advance payment must be requested by the Applicant in a memorandum to the Director of Public Safety, who may approve or disapprove the request. Approval authority for this payment may not be delegated.

In the event an Applicant granted this privilege fails to maintain his/her employment and/or minimum grade qualifications for any course(s) for which expenses were advanced, he/she must repay the Port Authority in the amount of the advance. It is the Public Safety Department's responsibility to inform the Comptroller regarding repayment of the individual advance. Repayment time should not exceed a reasonable number of pay periods.

USE OF RENTED AND EMPLOYEE-OWNED VEHICLES

I. Introduction

This instruction describes the procedures governing the use of rented and employee-owned vehicles on Port Authority business. It supplements the instructions contained in PAI 15-3.02, The Port Authority Passenger Vehicle Use Program, and PAI 15-3.04, Use of Port Authority Passenger Vehicles.

II. Rented Automobiles and Taxis

A. Rented Automobiles

1. If no suitable Port Authority vehicles are available, the need to rent a passenger vehicle for use in the Port District on Port Authority business will be reviewed by the Operations Standards Division, Management Services Department. If the Operations Standards Division authorizes the rental, the Special Services Division, General Services Department will be responsible for making the necessary arrangements. In cases where this is impractical (e.g., Trade Development or Port Authority employees on business outside the Port District) the arrangements are made by the department concerned, with concurrence of the General Services Department. In the case of an emergency, the General Manager or Facility or Division Manager may authorize the use of a rental passenger vehicle. A memorandum of explanation should be sent to the Operations Standards Division, Management Services Department, as soon after the authorization as possible.

2. Accidents involving a vehicle rented by the Port Authority shall be reported as provided in PAI 55-3.01, Accident Reporting.

B. Taxis

Taxis may be used by employees on Port Authority business if circumstances warrant the expense. Reimbursement is obtained by inclusion of the expense in Expense Account, form PA 15, or Petty Cash Voucher, form PA 618 (see PAI 30-3.01, Expense Accounts).

III. Rented Special Use Vehicles

The need to rent a special use vehicle other than a passenger vehicle

will be reviewed by the Operations Standards Division, Management Services Department. If the Operations Standards Division authorizes the rental, the Purchase and Supply Services Division, General Services Department, will be responsible for making the necessary arrangements. In the case of an emergency, the General Manager or Facility or Division Manager may authorize the rental of a special use vehicle. A memorandum of explanation should be sent to the Operations Standards Division, Management Services Department, as soon after the authorization as possible.

IV. Employee-Owned Vehicles

A. Authorization

1. Department Directors, deputy directors, organization unit heads, or their designees may authorize the use of employee-owned vehicles on Port Authority business when:

   a. Public transportation is unavailable or impractical;

   b. an employee is asked to respond from his or her home to an emergency situation and a Port Authority vehicle is not readily available; or

   c. the use of an employee-owned vehicle would require significantly less mileage on an origin-destination basis than the use of a staff car.

2. Except in cases when an employee is asked to respond from his or her home to an emergency situation, the employee must obtain authorization on either a Daytime Vehicle Usage Authorization, form PA 2036, or Overnight, Weekend and Holiday Vehicle Usage Authorization, form PA 2927. In the space provided for vehicle number, the employee should write his or her license plate number.

B. Conditions of Use

1. Employee-owned vehicles are subject to the same regulations as prescribed for Port Authority vehicles when their use on Port Authority business is authorized (see PAI 15-3.02).

2. Except for emergency call-in, only those drivers who are authorized to drive Port Authority vehicles may be permitted to use their own vehicles on Port Authority business. Written authorization is obtained by completing a Daytime Vehicle Usage Authorization, form PA 2036, or Overnight, Weekend and Holiday Vehicle Usage Authorization, form PA 2927, using the employee's license plate number in place of the vehicle number.

C. Reimbursement

1. a. When a department director or organization unit head requests an employee to use his or her own vehicle on Port Authority business, reimbursement is made at the rate of 18.5 cents per mile.

CN-
15
12/
7

b. Personnel assigned to overseas trade offices are reimbursed for such vehicle use as follows:

London	-	33 cents per mile
Zurich	-	43 cents per mile
Tokyo	-	44 cents per mile

2. In addition, such other expenses as parking fees, non-Port Authority tolls, etc., will also be reimbursed as may be required. Expense accounts claiming such reimbursement will show the starting and ending odometer readings, total mileage, starting point, destination and the reason why the employee's car was used. In certain cases, employees will be reimbursed on the basis of mileage traveled from their normal work place instead of mileage traveled from home. Expenses for repairs (other than for damages sustained in an accident) made to an employee-owned vehicle while in use on Port Authority business, and other vehicle maintenance costs, are not reimbursable (see Paragraph D, 4 below).

D. Accidents and Liability for Damages

1. Accidents arising out of the operation of an employee-owned vehicle on Port Authority business shall be fully reported as provided in PAI 55-3.01.

2. In the case of a claim against an employee for damages to third persons arising out of the operation of an employee-owned vehicle on Port Authority business, the employee against whom the claim is made should immediately notify his or her organization unit head, the Claims Section of the Law Department, and, if applicable, his or her insurance carrier. Such claims are deemed to be potential claims against the Port Authority and the provisions of the Board Resolution of May 12, 1955, relative to the settlement of such claims, will apply.

3. If the employee carries insurance against such claims, the Port Authority will pay only the amount by which the claim exceeds the insurance.

4. In the event any employee-owned vehicle on Port Authority business is damaged through accident, the Port Authority shall recompense the owner for that portion of losses deemed unrecoverable. The latter may include such losses as the amount deductible under a collision policy or for other losses not covered by insurance. Employees seeking unrecoverable expenses should contact the Claims Section, Law Department, for instructions.

E. Settlement of Claims

1. Employees whose vehicles have been damaged while on Port Authority business and who may be eligible for repayment of unrecoverable losses in accordance with the provisions of Paragraph IV, D, 4 shall, in all cases, comply with the following. Under any circumstances the cost of repairing the vehicle is to be estimated by a reputable, established auto body firm. An itemized statement must be included together with any copies of supplementary bills or statements.

2. The employee prepares a memorandum which includes all pertinent information concerning the expected cost of repairs and any unrecoverable losses and forwards the memorandum to his or her department director. The department director indicates on the employee's memorandum whether use of the vehicle on Port Authority business had been authorized and forwards the memorandum to the Claims Section.

3. Upon review, the Claims Section forwards approved claims to the Comptroller's Department for processing. In the event the claim is not approved for payment, the Claims Section notifies the claimant of the disapproval.

ISSUANCE AND USE OF PORT AUTHORITY PASSES

I. Introduction

This instruction sets forth the policies and procedures governing the issuance and use of Port Authority passes.

II. Passes

A. Annual Passes

Annual passes are issued to present and past Commissioners, officers, other executive staff members of the Port Authority and a limited number of officials of New Jersey and New York and of municipalities in the Port District. Annual passes are for the use of a specific individual and are not transferable. Cars carrying a passholder presenting his annual pass are permitted free passage at tunnels and bridges and use of air terminal parking lots. An annual passholder who uses an air terminal parking lot will, upon presenting his pass, sign the parking lot ticket, write the pass number thereon, and give the ticket to the lot attendant. There is no time limitation on free parking privilege.

B. Employee Passes

Port Authority photographic identification must be presented when any employee pass is used.

1. Commutation Passes

Form PA 166, Commutation Passes, are issued on request to any Port Authority employee regardless of length of service for commuting only to and from work via tunnels or bridges in his own car or one owned by any of the following:

Husband	Father	Son	Brother
Wife	Mother	Daughter	Sister

This pass is not valid for use in airport parking lots.

2. Personal Passes

a. Form PA 378, Personal Passes, are issued upon request, in accordance with the pass allowance schedule given below, to Port Authority permanent and project employees, retired employees, and employees on military leave for use at tunnels, bridges and some air terminal parking lots.

The calendar year pass allowance is:

Length of P.A. Service	Number of Books
Less than 9 months	None
9 months but less than 1 year	1
1 year but less than 7 years	4
7 years and over	5

Retired employees and employees on military leave receive the same allowance to which they would be entitled if their Port Authority service was not interrupted.

b. Use of Personal Passes is subject to the following:

(1) They are not transferable.

(2) They can be used for a motorcycle or an automobile (including attached trailer) in which the employee is riding.

(3) They are not valid in Parking Lot 6 (Pan American Roof Top) at JFKIA, and in Hourly Parking Lots A, B and C at Newark International Airport.

(4) Use of Central Terminal Area parking lots is limited to a maximum period of four hours at no charge. Employees parking beyond the four-hour limit are required to pay the regular public parking rate from the time the vehicle was initially parked. Use of the Long Term Parking Lots is limited to a maximum period of 24 hours at no charge. Employees parking beyond the 24-hour limit are required to pay the parking charges for time in excess of 24 hours, starting with first day rates. An employee who uses an airport parking lot must, on leaving the parking lot, write the parking lot ticket serial number on the personal pass, sign it, and sign the parking lot ticket before

submitting them to the parking attendant. If the parker is on official Port Authority business, he should pay the appropriate charge, ask for a receipt and submit it to the Port Authority for reimbursement.

(5) Use of Port Authority personal passes for free parking in airport public lots is a privilege for isolated instances of parking. Personal passes are not to be used to park while Port Authority employees are at their airport job.

C. Official Business Passes

Official Business Passes, form PA 430, are issued to contractors and other selected individuals who use tunnels and bridges or air terminal parking lots while making trips on Port Authority business in other than Port Authority vehicles. A pass holder who uses an airport parking lot must, upon leaving the parking lot, sign and date both the Official Business Pass (form PA 430) and the parking lot ticket, and submit both to the lot attendant. If the parker is on official Port Authority business, he should pay any charge over 24 hours based on the rate progression set forth in the Schedule of Charges, ask for a receipt and submit it for reimbursement to the Port Authority.

III. Additional Free Use of Air Terminal Parking Lots, Tunnels and Bridges

A. Free parking at air terminal parking lots is provided for:

1. Port Authority vehicles. Except for Parking Lot 6 (Pan American Roof Top) at JFKIA and Hourly Parking Lots A, B, and C at Newark International Airport, the free use of air terminal parking lots is unlimited. When a Port Authority Vehicle Pass, form PA 684, is presented for payment, the employee must sign his name and print the P.A. vehicle number on both the vehicle pass and parking lot ticket, and submit both to the parking lot attendant. If the employee cannot present a vehicle pass he must sign his name and print the P.A. vehicle number on the parking lot ticket and submit it to the parking lot attendant.

2. Vehicles carrying newsmen and photographers with press passes. (Press vehicles which park in excess of 24 hours will be required to pay the parking charges for time in excess of 24 hours, starting with first day rate. Newsmen

with proper press credentials can park in excess of 24 hours at no charge in certain designated "long-term" airport lots provided they turn in to the cashier at time of exit, written permission (Port Authority Press Parking Permit) from the Port Authority Public Affairs Department or Airport Manager. In exceeding the time limit specified in the special parking permit for the "long term" lots, newsmen are required to pay the parking charges for time parked in excess of the specified period, starting with the first day rates.) In JFKIA Parking Lot 6 free parking time is limited to the first six hours of parking; after the expiration of the first six-hour parking period, the lot 6 parking charges shall commence.

3. Vehicles carrying the following persons on official business at the air terminal:

   a. employees of public utility companies in company identified vehicles;

   b. Federal, state or municipal police officers;

   c. health, fire, building, labor or sanitation inspectors;

   d. Federal Aviation Administration, Civil Aeronautics Board, Federal Communications Commission, and the National Transportation Safety Board employees; see the paragraph below for restrictions on the use of this privilege.

   For Federal Aviation Agency employees stationed at the Federal Building, John F. Kennedy International Airport, free parking privileges are permitted in that area only, unless official duties require their presence at another air terminal or elsewhere at that Airport.

   If such official business requires parking for more than 24 hours, prior permission must be obtained from the Airport Manager, otherwise the vehicle will be required to pay parking charges for the time in excess of 24 hours, starting with the first day rate.

4. Vehicles carrying employees of lessees and permittees whose leases or permits provide for free parking.

5. Vehicles carrying or waiting for any of the following and their official parties:

   a. President and Vice President of the United States;

3. Department Directors are authorized to increase the scheduled allowance when the need is clearly demonstrated.

D. Official Business Passes

The custodian inserts the bearer's name, date and reason for issuance on the stub. The stub remains attached to the book.

VI. General

A. Employee Leaving Port Authority Service

The organization unit head is responsible for obtaining unused passes from employees leaving the Port Authority.

B. Transferred Employee

The organization unit head is responsible for informing the new unit on form PA 1904, Transmittal of Personnel Records, of the number of form PA 378 books issued during the current year and the date the last form PA 166 book was issued.

C. Unused Passes

Employees return unused passes to the custodian when no longer needed. Unused passes are then sent to the Comptroller's Department (Audit Division) with a memorandum which includes the name of the employee to whom issued and book and coupon numbers. The Comptroller's Department destroys the passes and discards the memorandum after checking book and coupon numbers.

D. Lost Passes

An employee immediately reports lost passes to the custodian who makes a notation of the loss on the receipt (see V, B or C above). Replacement of lost passes is authorized if, in the unit head's opinion, circumstances warrant.

E. Misuse of Passes

Charges are preferred, and the employee is subject to cancellation of the pass privilege for misuse of passes.

b. all U.S. Senators from and Governors of New York and New Jersey;

c. all U.S. Congressmen from the Port District;

d. Mayors of municipalities in which Port Authority air terminals are totally or partially located;

e. Chiefs of Staff of the Army and Air Force, the Chief of Naval Operations, the Commandant of the Marine Corps and Chiefs of Military Missions;

f. foreign Ambassadors and Consul-Generals or individuals of equivalent rank.

B. Free use of Parking Lot 6 (Pan American Roof Top) at JFKIA is not available to vehicles enumerated in Par. III, A, 1, 3 and 4.

C. Free use of tunnels and bridges is provided for:

1. Port Authority vehicles;

2. public utility vehicles providing the trip is necessary for inspection and/or repair to the crossing used;

3. police and fire equipment domiciled in the States of New York or New Jersey, providing such vehicles have permanent exterior identifying markings;

4. vehicles used in the course of an inspection tour conducted or approved by the Port Authority;

5. vehicles displaying civil defense placards and properly identified public utility equipment during official civil defense drills (provided prior notice of such tests has been received by the Port Authority) or in the event of enemy attack;

6. all ambulances other than commercial;

7. commercial towing vehicles returning from service calls on Port Authority property who use the facility are permitted free passage on the immediate return trip;

8. off-route vehicles are permitted free passage in both directions:

9. military convoys rendering aid pursuant to the terms of the New Jersey - New York Mutual Military Assistance Pact;

10. police and fire vehicles going to and from emergency calls;

11. vehicles operated by Port Authority contractors in connection with the performance of work under their Port Authority contracts.

IV. Requisitioning Passbooks

Passbooks are requisitioned from the Treasury Department in multiples of five by the organization unit head. Ticket and/or Pass Requisition and Receipt, form PA 281, is prepared in triplicate by the custodian and approved by the department head or facility manager. (See instruction on form PA 281 for distribution.)

V. Issuance of Passes

A. Annual Passes

Annual passes are in the custody of and are distributed by the Executive Director. The Executive Director furnishes a list of pass holders to the Directors of Aviation and Tunnels and Bridges for distribution to their facilities.

B. Commutation Passes

The custodian should be certain that the employee's residence and place of work require use of these passes. Passes are issued one book at a time by the custodian who checks the date the previous book was issued to control misuse. The employee inserts his/her name and the vehicle license number on the receipt (first page of book) and the vehicle license number, in ink, on the stub of the passbook. The custodian inserts the employee's name and the date issued on the receipt which is filed.

C. Personal Passes

1. Passes are issued, one book at a time, by the custodian who checks the employee's allowance and the number of books previously issued to insure that the allowance is not exceeded. The employee signs the receipt and the custodian inserts the employee's name and the date on the receipt which is filed.

2. Passes for retired employees and employees on military leave are issued by the Personnel Benefits and Activities Division, Personnel Department upon request of individuals.

DOCUMENT "M"

DETECTIVE POSITION AND ASSIGNMENT LIST

Listed below are the positions and assignments in effect on the execution of this Memorandum of Agreement:

JFKIA	10	Detectives
LGA	4	Detectives
PATH	4	Detectives
WTC	-	Detectives
PABT	4	Detectives
NLIA	9	Detectives
PN/PE	2	Detectives
Subtotal:	33	Detectives

POLICE HEADQUARTERS

Personnel & Property Security Investigations	3	Detectives
Major Case Unit / Inspector General	6	Detectives
Intelligence Unit (JFKIA)	2	Detectives
Computer Ticket Fraud Unit (JFKIA)	-	Detectives
Auto Squad (JFKIA)	-	Detectives
Cargo Crime Prevention Unit (JFKIA)	1	Detectives
NY 11x7	2	Detectives
NJ 11x7	2	Detectives
DEA President	1	Detective
Subtotal:	17	

INTERAGENCY TASK FORCES

US Customs- JFKIA	3	Detectives
US Customs- NLIA	2	Detectives
US DEA- JFKIA	2	Detectives
US DEA- NLIA	2	Detectives
FBI NY Joint Terrorism Task Force	5	Detectives
HIDTA NY Joint Terrorism Task Force	1	Detective
FBI NJ Joint Terrorism Task Force	2	Detectives
NJ FBI Cargo Task Force	1	Detective
NJ Office of Counter Terrorism	1	Detective
NY FBI CTF/JTTF	4	Detectives
Subtotal:	23	

Total Positions and Assignments: 73

Although seventy-three (73) Detective positions shall be maintained during the term of this Memorandum of Agreement in accordance with Section XXVIII of the Memorandum of Agreement, the 73 specific positions identified herein are not guaranteed to be maintained or filled. Detectives may in accordance with the applicable provisions of the Memorandum of Agreement, be added to, reduced from or reassigned to the position which may exist.

DOCUMENT "N"

WORKCHART DEA #01 — 14 DAY CYCLE

No.	DATE	DAY	NIGHTS	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday				ABCDEFGHIJKLM
2	1/2/2005	Sunday	L	H	I	ABCDEFGJKM
3	1/3/2005	Monday	K L	F H	G I	A B C D E J M
4	1/4/2005	Tuesday	J K	A B F D	C E G M	H I L
5	1/5/2005	Wednesday	J K	A B F D	C E G M	H I L
6	1/6/2005	Thursday	J K L	A B D F I	C E G H M	
7	1/7/2005	Friday	J L	A B D I	C E H M	F G K
8	1/8/2005	Saturday	J L	D I	E H	A B C F G K M
9	1/9/2005	Sunday	K L	G I	F H	A B C D E J M
10	1/10/2005	Monday	K L	A C G I	B F H M	D E J
11	1/11/2005	Tuesday	J K	A C E G	B D F M	H I L
12	1/12/2005	Wednesday	J K	A C E G	B D F M	H I L
13	1/13/2005	Thursday	J K L	A C E G H	B D F I M	
14	1/14/2005	Friday	J L	A C E H	B D I M	F G K
15	1/15/2005	Saturday	J L	E H	D I	A B C F G K M
16	1/16/2005	Sunday	K L	F H	G I	A B C D E J M
17	1/17/2005	Monday				ABCDEFGHIJKLM
18	1/18/2005	Tuesday	K	A B F	C G M	D E H I J L
19	1/19/2005	Wednesday	J K	A B F D	C E G M	H I L
20	1/20/2005	Thursday	J K L	A B D F I	C E G H M	
21	1/21/2005	Friday	J L	A B D I	C E H M	F G K
22	1/22/2005	Saturday	J L	D I	E H	A B C F G K M
23	1/23/2005	Sunday	K L	G I	F H	A B C D E J M
24	1/24/2005	Monday	K L	A C G I	B F H M	D E J
25	1/25/2005	Tuesday	J K	A C E G	B D F M	H I L
26	1/26/2005	Wednesday	J K	A C E G	B D F M	H I L
27	1/27/2005	Thursday	J K L	A C E G H	B D F I M	
28	1/28/2005	Friday	J L	A C E H	B D I M	F G K
29	1/29/2005	Saturday	J L	E H	D I	A B C F G K M
30	1/30/2005	Sunday	K L	F H	G I	A B C D E J M
31	1/31/2005	Monday	K L	A B F H	C G I M	D E J

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

POLICE DIVISION INSTRUCTION

P.D.I. 7-1
SERVICE AND PERSONAL REVOLVERS
REVISED - NOVEMBER, 1983

I. INSTRUCTIONS

This instruction prescribes the methods for the safe handling of the issued service revolver and any personal revolver authorized for use as an off-duty weapon or as a second-gun on duty, and includes inspection schedules and related controls.

II. OFFICIAL REVOLVERS ISSUED

All members of the force will be assigned a service revolver at the time of their appointment. This revolver will be a standard Police Special model .38 caliber 4" barrel manufactured by the Colt or Smith and Wesson Firearms Company. Members of the force assigned to plainclothes duty may be issued a .38 caliber Police Special, 2" barrel, instead of the regulation 4" barrel revolver. In the event it is necessary for these officers to wear the Police Uniform, it will be permissible for them to wear the 2" barrel revolver, provided it is in a hip holster.

III. USE AND SAFEGUARDING OF SERVICE AND PERSONAL REVOLVERS

Members of the Port Authority Police Force are required to wear an assigned revolver while on duty and have the option to carry or not carry an approved revolver while off duty. In addition, while on duty a member may wear a second revolver provided the weapon is registered in accordance with Paragraph IV-A & B and meets the criteria as set forth in Paragraph IV-C. The second revolver must remain concealed at all times while on duty.

A. Service revolvers must have a blued finish and must be equipped with standard checkered, hardwood factory stock, and may have grip adapters that are approved by the Chief Range Officer.

B. Only .38 Caliber Special, 158 grain, +P factory manufactured semi-wadcutter lead hollow point cartridges are authorized for use in the service revolver.

C. Each officer shall wear the service revolver while on duty. The regulation Port Authority holster or authorized replacement is required while on duty. A standard holster which insures the safe wearing of the second revolver shall be used whenever the second weapon is carried on duty.

D. The service revolver and personal revolver authorized for use as an off-duty weapon or as a second-gun on duty shall not be stored in lockers or any motor vehicle, with the exception that they may be stored at a facility in gun lockers provided for this purpose.

E. The service revolver and any personally owned revolvers shall be used only in the manner prescribed by law.

F. When an officer is traveling in civilian clothes, the revolver shall be worn so that it is out of sight of the public. The carrying of revolvers in separate packages in prohibited.

G. Officers assigned to the emergency garage shall wear their service revolver at all times while on duty.

1. Airport emergency crews shall secure their revolvers and gun belts in the specially constructed strong box provided for that purpose.

H. Gun lockers shall be installed and maintained at each Police Unit. Such lockers are to be made available to members of the command who request them.

IV. PERSONAL REVOLVERS AND SECOND WEAPON

A. It is the responsibility of each member of the force to register with the Office of the Superintendent of Police any personally owned pistols and revolvers of whatever type or model. This registration will be made in person with the Police Equipment Sergeant at JSTC, by filling out form 2815, Personal Gun Registration, and providing the necessary documentation. This registration must take place immediately after acquisition of personally owned pistols and revolvers.

B. A member of the force who desires to wear his personal revolver while off duty or as a second gun shall obtain authorization to do so by registering the revolver for that purpose with the Officer of the Superintendent of Police. The revolver must then be inspected, tested and approved at the Pistol Range by the Range Officer in charge.

C. The only revolvers approved *for use as an off-duty weapon or second weapon while on duty will be a .38 Caliber Special revolver designed to use either .38 Caliber Special 158 grain, standard velocity, round nose, factory manufactured cartridges or .38 Caliber Special, 158 grain, +P factory manufactured semi-wadcutter lead hollow point cartridge.** These weapons may have a blued, stainless steel, alloy or armoloy finish approved by the Range Officer.

*NOTE: All .38 Caliber Positive revolvers approved prior to July 1, 1964, may be utilized as an off-duty weapon.

**NOTE: Manufacturers DO NOT recommend the use of this ammunition in aluminum framed weapons.

D. Any member of the force who sells or otherwise disposes of a revolver must do so in accordance with Paragraph X of this instruction and in addition, must immediately notify the Office of the Superintendent of Police by memorandum. A copy of this memorandum will be placed in the officer's personal file.

V. SAFETY-SERVICE AND PERSONAL REVOLVERS

A. Every precaution shall be taken in the handling of the revolver. (See P.D.I. 4-11, Use of Firearms and Deadly Physical Force.)

B. A revolver shall never be removed from the holster except as prescribed by regulations. Horseplay or the brandishing of weapons is forbidden.

C. Gun-cleaning equipment shall be kept at each facility for the use of individual police personnel. Safety regulations shall be observed at all times while guns are being cleaned.

D. In the homes, revolvers shall be kept in a safe place out of the reach of children, who would be cautioned never to touch the revolver.

E. Police Officers who clean their revolvers at home shall use every safety precaution and should do so in a room where no one else is present.

F. Under no condition will the firing pin or mechanism of the revolver be tampered with, the trigger pressure reduced below three and one half pounds or the appearance of the gun altered in any way except as in "G" below.

G. Adaption or alteration to the service revolver or to any personal revolver authorized for use as an off-duty weapon or as a second-gun on duty will not be permitted except for the addition of "grip adaptors." The cost for such addition will be borne by the individual concerned.

VI. INSPECTIONS

In order to insure that the service revolver and any authorized personal revolver worn as a second-gun on duty are in good condition at all times, the following inspection schedule will be adhered to. It is the responsibility of the Facility Police Commanding Officer to insure that inspections "A" and "B" below are carried out.

A. At roll calls:

Spot checks will be made by the ranking superior officer at each roll call formation. At least one service revolver and second weapon if worn must be inspected at each roll call (See P.D.I. 4-12, Revolver Inspections as Roll Calls).

B. On special duty:

Ranking superior officers will spot check the service revolvers and second weapon if worn of police officers who do not stand roll call.

C. A qualified member of the force will inspect each service revolver annually. This inspection will be conducted prior to the annual Pistol Qualification and Uniform Inspections.

In addition, the personal revolver of all members of the force will be inspected prior to the annual Pistol Qualifications.

VII. QUALIFICATION WITH THE SERVICE REVOLVER

A. Each member of the uniformed force shall fire the service revolver which has been issued to him during all phases of Pistol Qualification in accordance with P.D.I. 9-2.

B. Members of the force are considered "On Duty" while attending either In-Service Training at the Police Academy, or any other authorized training program, and are therefore, require to carry their service revolvers.

VIII. GENERAL MAINTENANCE AND REPAIR

A. Any officer who considers his service revolver to be in need of repair because of mechanical defect, which would affect the safe and efficient operation, will bring it to the attention of the Tour Commander at the facility. If the Tour Commander determines the gun defective, the gun shall be brought to the Central Police Desk, where the Equipment Sergeant or the Central Police Desk Sergeant will supply a temporary replacement. All repairs of this nature will be done at Port Authority expense.

B. In order to prevent a member of the force from going unarmed while on duty, due to an unserviceable revolver, a spare revolver is kept at the Central Police Desk for such emergencies.

The revolver held at the Central Police Desk will only be used to replace unserviceable revolvers during non-office hours.

During normal office hours (8 AM-4 PM Monday through Friday) defective revolvers will be replaced from the stock maintained by the Police Division Equipment Sergeant.

IX. HANDLING SERVICE REVOLVERS AND SECOND WEAPON IF WORN - START AND END OF TOUR

A. When using the service holster for both civilian and uniform wear, there is no need to remove the gun from the holster. The officer shall slip the holstered gun from his belt and place it on the floor of the locker until he has completed his change of clothes.

B. When changing from civilian-type holster to regulation holster, the revolver shall be carefully drawn and placed immediately into the service holster. The holstered gun shall be placed on the floor of the locker.

C. When changing from service holster to civilian-type holster, the holstered gun shall be placed on the floor on the locker. After the change to civilian clothes, the revolver shall be carefully withdrawn from the service holster and placed into the civilian holster.

D. A revolver shall be placed at the lowest practical level to the floor so that in the event of an accidental drop, the chance of discharge is minimized.

X. SURRENDER OF REVOLVERS - TERMINATION OR SUSPENSION FROM DUTY

When a person terminates his service as a member of the Police Force or if he is suspended from regular duty, they shall surrender the revolver at the same time as they surrender the police shield to the Facility Police Commanding Officer or his representative, or to the Sergeant in charge at the Central Police Desk.

A. Surrender of Personal Revolvers - New York State Residents

1. Prior to Termination

Each member of the force who is a New York State resident, and who owns a personal revolver, shall attempt to lawfully dispose of the revolver to a person or company authorized by law to receive same, and will submit a report to the Superintendent of Police giving the name and address of the person or company receiving the gun and the authority for receiving same.

2. At Time of Termination

In the event the revolver has not been disposed of prior to termination, the officer shall surrender it to the Office of the Superintendent of Police. The revolver will be stored in the Office of the Superintendent of Police for a period of 6 months. If the weapon is not claimed after 5 months, a registered letter will be sent to the owner advising him that if the weapon is not claimed in 30 days, the weapon will be disposed of by the department. Weapons not legally disposed of by the owner, will be disposed of as prescribed by the Superintendent.

3. Transfer to Another Police Agency

The above rules does not apply if the officer is immediately employed by another police department at the time of his termination of P.A. service.

4. Where Pistol Permit is Obtained

The above rules does not apply if the officer has obtained a pistol permit from his city police department prior to termination of his service.

5. Suspended from Duty

Immediately upon being suspended from regular duty, an officer who is a New York resident, must surrender his service and personally-owned revolver(s) to their Commanding Officer or his representative.

B. Surrender of Personal Revolvers - New Jersey Residents

In New Jersey, the law permits adults to keep a revolver or pistol in the home, so it is not necessary for New Jersey residents to surrender personally-owned weapons. However, if a personal weapon is disposed of prior to termination, PDI 7-3, Section VIII, shall apply.

XI. SURRENDER OF SERVICE REVOLVERS - PERIODS OF HOSPITALIZATION VACATIONS, ETC.

In certain instances, it may become necessary for a police officer to termporarily surrender his service revolver; e.g., admittance as a patient in a hospital, vacationing in other than the states of New York and New Jersey, or while utilizing Port Authority Medical Service facilities, etc.

Individual gun lockers installed at each facility police command can be used to safeguard and store a revolver under situations covered by this section.

In the event a member is unable to personally surrender his weapon under situations covered by this section, the facility Commanding Officer shall arrange to retrieve the service revolver where possible and safeguard the weapon..

A. Surrender of Service Revolver - Vacations, Hospital Admittance and Other Extended Periods

1. Police Officer may deliver his unloaded revolver to the Facility Police Commanding Officer.

2. The Facility Police Commanding Officer will tag the revolver and then make out a receipt in duplicate, issuing the copy to the officer and retaining the original to the Facility Police Commanding Officer's file.

3. The Facility Police Commanding Officer will make a blotter entry showing the time and date the revolver was surrendered, by whom, the Port Authority number of revolver, and the reason for surrender.

4. The revolver will be placed as soon as possible in the Facility Police Commanding Officer's safe for safekeeping.

B. Return of Revolver

1. The police officer will personally present his receipt for the return of his revolver to the Facility Police Commanding Officer.

2. The revolver tag and the original and duplicate receipts will be destroyed, and the revolver returned to the officer.

C. Facilities not Equipped for Safeguarding Surrendered Service Revolvers

Members of the force required to utilize Medical Service facilities for annual medicals or other examination, must secure their revolver with the facility Desk Officer at which the medical facility resides, prior to reporting to the medical area.

Desk Officers will maintain custody of the revolver for the necessary period of time.

NOTE: At Kennedy Airport, the revolver will be secured in a locked strongbox at the Medical Building which is provided for that purpose.

At Journal Square Transportation Center, the revolver will be secured with the Central Police Desk Sergeant.

At the World Trade Center, the revolver will be secured at the World Trade Center Police Desk.

At the Lincoln Tunnel, the revolver will be secured with the Tour Commander.

XII. LOSS OR THEFT OR REVOLVER

A. Any member of the force who loses his service or any of his personally-owned revolvers through theft, or any other reason must immediately notify the Central Police Desk by telephone. Written notification will also be made without delay to the Facility Police Commanding Officer and to the Superintendent of Police. The Facility Commanding Officer will file a copy of the memorandum in the officer's personal file.

B. The owner of the weapon will be responsible for the proper notification to the police of the municipality where the loss or theft is believed to have occurred.

DOCUMENT "P"

VOLUNTARY OVERTIME ASSIGNMENT PROCEDURE FOR DETECTIVES

I. POLICY

A. Overtime assignments will be authorized in accordance with Section XIII, Paragraph 12 of the Memorandum of Agreement.

This procedure shall be utilized to identify the appropriate Detective for a voluntary overtime work assignment in accordance with this Memorandum of Agreement.

Voluntary overtime is an overtime assignment which is not ordered or which need not be assigned to a particular Detective. Some examples of overtime which would not be governed by this procedure are overtime ordered pursuant to Section XIII Paragraph 13 of the Memorandum of Agreement, preparation time, or overtime required in connection with training, arrest, appearances in court or before administrative bodies, case follow up, special assignments relating to case follow up and assignments which require special training and/or special skills.

B. Detectives must express advance interest in working Early Call In (ECI), or Hold Over (HO), or Regular Day Off Cancellation (RDO X), or Vacation Cancellation (VAC X). RDO X and VAC X have equal standing under this procedure and Detectives will be solicited on total cumulative overtime hours. All Detectives will be deemed available for Hold Over (HO), and Early Call In (ECI). Selection of a Detective for an overtime assignment will be from an operating overtime equalization list updated on a daily basis, based on the Daily Police Timekeeping System Overtime Distribution-Year to Date computer printout, in accordance with this procedure.

An Early Call In (ECI) is an overtime assignment which is adjacent to and immediately precedes and extends a Detective's regularly scheduled tour of duty. A Hold Over (HO) is an overtime assignment which is adjacent and immediately follows and extends a Detective's regularly scheduled tour of duty.

C. Detectives with the least amount of overtime shall be solicited first, subject to the procedure in Section II hereof for the assignment. In the event the Detective with the lowest amount of overtime declines, the Detective with the next lowest amount of overtime shall be solicited and so on, until all interested Detectives have been canvassed. If two or more Detectives have the same number of hours, the detective with the greatest in grade seniority will be called first. Refusals of overtime will not be considered, only overtime hours or parts thereof worked will be recorded.

D. Should no interested Detective be available, overtime may be ordered in accordance with Section XIII, Paragraph 13, of the Memorandum of Agreement.

E. Where overtime is required in the Special Detail Units, Detectives other than Special Detail Units personnel will be allowed to work in the unit on an equalization basis only with the approval of the Commanding Officer.

F. All newly promoted Detective's overtime accrued as a Police Officer will be carried over upon promotion.

II. PROCEDURE

A. Overtime Assignment of less than Four (4) Hours
Whenever a voluntary overtime assignment for a Detective is to be less than four (4) hours, the Commanding Officer or his designee may fill the assignment by the "HO", or "ECI" of Detectives working the Facility Police Command, with the equalization amongst those eligible Detectives working the tour adjacent to the overtime assignment. If no Detective is available at that Facility Police Command then a Detective in the Consolidated Police Command may cover the overtime assignment. If no Detective is available in the Consolidated Police Command then any other Facility Police Command Police Detective may cover the overtime assignment.

B. Overtime Assignment of Four (4) Hours or More
Whenever a voluntary overtime assignment for a Detective is four (4) or more hours, the Commanding Officer or his designee may fill the assignment from all interested Detectives in the sequence shown below:

First: RDO X/VAC X, (without any limitation on number of consecutive RDO's worked)
Second: HO/ECI

In those instances where a voluntary overtime assignment of more than four (4) hours is still utilizing a Detective on RDO X or VAC X pursuant to this procedure the Detective shall be guaranteed a minimum of eight hours work.

An exception to this sequence will occur where a requirement of four (4) hours or more between 11 PM and 7 AM becomes known after 10 PM. Under these circumstances, voluntary overtime assignments are filled by HO's first, RDO X/VAC X second, and then by ECI.

For purposes of this procedure a Detective completing an afternoon tour on a day prior to his RDO or Vacation shall be considered eligible for an RDO X or VAC X on the night tour following that afternoon tour. A Detective scheduled to work a night tour on the day following his RDO or Vacation shall be considered

eligible for an RDO X or VAC X on the afternoon tour of the day preceding the night tour.

III. MAINTENANCE OF CHARTS

A. Equalization Chart

1. The Chart will cover a one-year period and will begin with zero hours on January 1 of each year.
2. Actual overtime hours worked will be updated in accordance with Section 1, Paragraph B hereof.
3. Where a Detective is called and there is no answer, a notation shall be made on the chart.

B. Availability Chart

1. The availability list will be updated daily Monday through Friday of each week and will contain the names of those individuals interested in working any category of voluntary overtime.
2. A Detective interested in working on an RDO X/VAC X must indicate so at least two days before the RDO or vacation day in question.
3. A Detective interested in an HO or an ECI shall indicate this intention by 10 AM of the same day for an HO and 2 PM of the previous day for an ECI.

IV. REMEDY FOR PROCEDURAL VIOLATION

If a Detective who has in accordance with this procedure expressed advanced interest in working a voluntary overtime assignment is bypassed in violation of this Procedure due to a misapplication of this Procedure, the Port Authority in its sole discretion will either remunerate the Detective (make whole) or afford the Detective the opportunity to work an equivalent overtime assignment not normally filled on an overtime basis at a date and time mutually acceptable to the Commanding Officer and Detective for the equivalent amount of hours at the equivalent rate of pay. Whenever practicable this equivalent overtime assignment shall be completed during the pay period in which the error was confirmed by the Public Safety Department. This paragraph sets forth the only remedy(s) for an overtime by-pass violation.

OPERATING INSTRUCTION

PAY PLAN C INGRADE SALARY INCREASES
(Effective September 9, 1973)

I. Introduction

This instruction describes the manner in which all Pay Plan C ingrade increases are initiated and processed. It supersedes the Interim Instruction, Service C Ingrade Increase Processing Procedure, dated October 5, 1964.

II. Principles

A. Pay Plan C Employees' ingrade salary increases, except when they are formally withheld, are granted in pre-determined dollar amounts as shown on salary tables in the Personnel Classification and Compensation Plan, and in accordance with a pre-determined time schedule.

B. 1. Beginning with the effective date of this Instruction, the salaries of Pay Plan C Employees will automatically be increased, in accordance with the schedules and tables cited in paragraph A, above, by computer program, except when an employee's unit notifies the Personnel Department that the scheduled increase is to be withheld.

2. Special cases requiring retroactive ingrade increases will be handled individually by submitting an Employee Record, form PA 87 to the Administrative and Employee Benefits Division.

C. Primary responsibility for the granting or withholding of an ingrade salary increase rests with the employee's unit which must, therefore, verify the information on the form PA 2870 to assure that the employee is entitled to the increase shown thereon. In the absence of notification to the contrary, the employee will automatically be granted all scheduled ingrade salary increases.

D. The unit's reason for the withholding of a scheduled ingrade salary increase from an employee is reviewed in all cases by the Operating Personnel Division of the Personnel Department.

III. Procedure

<u>Step 1</u> Each payroll period the computer prints two copies of the Pay Plan C Ingrade Increase Recommendation, form PA 2870, for each Pay Plan C employee whose ingrade increase review date is four pay periods hence. The Administrative and Employee Benefits Division sends both copies of the form to the employee's unit or facility. If the unit or facility does not receive the form PA 2870 by the proper date (see Attachment A), it notifies the Administrative and Employee Benefits Division.

Step 2 The employee's unit head fills in part one of this form and sends both copies to the employee's supervisor.

Step 3 The supervisor answers the questions in part two and returns the copies to the unit head on or before the date specified, together with any evidence of poor performance or misconduct that he may wish to include.

Step 4 The unit head either approves or disapproves the increase and notifies the employee of the decision.

If the increase is approved, copy 2 of form PA 2870 is destroyed and copy 1 is retained by the unit until the new form PA 87 is received.

If the increase is disapproved, the unit head enters the next review date, which may not be less than three months nor more than one year from the date of the proposed increase.

He signs the form PA 2870 and, by the date specified in the lower left hand corner of the form, sends copy 1 to the Administrative and Employee Benefits Division, accompanied by a memorandum detailing the reason(s) for disapproving the increase. For this mailing, Messenger Delivery Receipt, form PA 108, is used. Copy 2 is filed with a copy of the memorandum in the employee's folder at his unit or facility.

NOTE: In cases where a department's internal procedures require review of disapproved ingrade increases by the Department Director's office, the form and memorandum are sent there first and then to the Administrative Division. Adequate time for this additional step must be allowed, however, so that the specified date for submission is met.

Step 5 The Administrative Division sends this form and memorandum to the Operating Personnel Division for review.

Step 6 The Operating Personnel Division reviews the reasons for disapproval and notifies the employee's unit if it differs with its recommendation. (Differences are resolved between the Personnel Department and the employee's unit at appropriate levels of management.) Otherwise, it forwards copy 1 of form PA 2870 to the Administrative Division which in turn forwards it to the Payroll Section. The memorandum is retained in the employee's folder in the Personnel Department.

Step 7 If the increase has been approved, the employee's salary is automatically increased by the computer program on the correct date.

If the increase has been disapproved, the employee's salary remains unchanged, the next review date is entered in the employee's record in the data bank and a new Ingrade Increase Recommendation, form PA 2870 will be printed out for the employee at the proper time.

Step 8 In all cases a new Employee Record, form PA 87 is printed out, and distributed to the employee's unit by the Administrative Division.

Where an ingrade increase has been approved, the form PA 87 shows the new salary and the next review date.

Where an ingrade increase has been disapproved, the form PA 87 shows the next ingrade increase review date.

In either case, the unit assures that the information recorded on the new form PA 87 is correct and brings any errors to the attention of the Administrative and Employee Benefits Division.

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

DOCUMENT R

June 25, 1998

Detective Richard Masella, President
Port Authority Police
Detectives Endowment Association, Inc.
JFK Airport Station, P.O. Box 300406
Jamaica, NY 11430-00406

RE: CLARIFICATION OF APPLICATION OF PDI 2-6, RULE 3 AND GENERAL RULE AND REGULATION SECTION 9, RULE 3 TO INTERVIEWS OF WITNESSES.

Dear Detective Masella:

This letter is intended to clarify the application of Section 9, Rule 3 of the Port Authority Rules and Regulations and Rule 3 of PDI 2-6 to interviews of members of the force who have been identified as witnesses in connection with an authorized investigation involving a member of the force other than the witness.

When a Detective is called in for an interview based on the belief that he may have been a witness to a particular event and, at the time of the interview, it does not appear that the matter under discussion may result in disciplinary action against the Detective who is being called as a witness the Detective shall be so advised of these facts which require his cooperation in an authorized investigation.

The DEA acknowledges that all Detectives are obligated to cooperate in this type of interview pursuant to the General Rules and Regulations and failure to do so is grounds for disciplinary action against the Detective. The DEA further acknowledges that a Detective who is being interviewed as a witness and against whom there does not appear to exist at the time of the interview any basis for disciplinary action does not have a right to have his Association representative present during such interviews.

If, during the course of an interview with a Detective who has been called as a witness, it appears that the matter under discussion may result in disciplinary action against the Detective the interview shall cease and any further discussions shall be conducted subject to PDI 2-6 to include but not be limited to the reading of PDI 2-6 Rule 3 and the right to have an Association representative present before proceeding any further with the interview.

Sincerely,

Joseph Morris
Deputy Inspector
Labor Relations Unit

Concurred:

Detective Richard Masella, President
Port Authority Police Detectives
Endowment Association, Inc.

Date: 6/25/98

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

DOCUMENT "S"

June 25, 1998

Detective Richard Masella, President
Port Authority Police
Detectives Endowment Association, Inc.
JFK Airport Station
P.O. Box 300406
Jamaica, NY 11430-00406

Dear Detective Masella:

In connection with interviews held pursuant to Document F of the Memorandum of Agreement wherein Police Detectives are to be read Rule 3 and Rule 4, and in connection with waiver hearings held pursuant to Document G of the Memorandum of Agreement the parties agree:

1. a. The Port Authority shall provide Detectives and the DEA with reasonable notice of an interview with a Detective where the Detective is to be read Rule 3 or Rule 4. At the time such notice is provided the DEA will be advised whether the Detective is to be read Rule 3 or Rule 4 so as to enable the DEA to arrange for appropriate representation.

   b. The DEA President shall be responsible for making arrangements for a DEA representative to be available at the interview on the scheduled date.

   c. The Detective has the option of using a representative designated by the DEA President to act as his/her personal representative or to utilize a person other than an individual designated by the DEA President.

   d. In the event the Detective elects to be represented by an individual other than a representative designated by the DEA President the DEA may elect to have a representative present at the interview as an observer only and the DEA representative shall have no right to participate therein. This limitation on participation at such interview shall not prevent the DEA from filing objections pursuant to the Memorandum of Agreement prior or subsequent to the interview with respect to the interests of the DEA and the protection of same.

e. Only one Port Authority employee shall be excused from duty for purposes of representation of a Detective at such interviews. In those instances where the Detective elects to be represented by a member of the force other than an individual designated by the DEA President and the individual so selected requires excused time to appear at the interview the individual selected by the Detective shall be excused only for the amount of time necessary to appear at the interview. If it is necessary to provide excused time to enable an individual designated by the DEA President to appear at the interview the DEA shall be responsible to provide for the excused time by utilizing a number day or a fraction thereof pursuant to the applicable LDD. When a fraction of a number day is utilized a record will be maintained so that when an 8-hour block of excused time is reached the number day block will be reduced by 1 day.

2.a. The Port Authority shall provide Detectives and the DEA with reasonable notice of a scheduled waiver hearing.

b. The DEA President shall be responsible for making arrangements for the DEA representative to be available at the waiver hearing on the scheduled date.

c. The Detective has the option of using a representative designated by the DEA President to act as his/her personal representative or to utilize a person other than an individual designated by the DEA President.

d. In the event the Detective elects to be represented by an individual other than a representative designated by the DEA President the DEA may elect to have a representative present at the waiver hearing as an observer only and the DEA representative shall have no right to participate therein. This limitation on participation at the waiver hearing shall not prevent the DEA from filing objections pursuant to the Memorandum of Agreement prior or subsequent to the waiver hearing with respect to the interests of the DEA and the protection of same.

Only one Port Authority employee shall be excused from duty for purposes of representation of a Detective in connection with a waiver hearing. In those instances where the Detective elects to be represented by a member of the force other than an individual designated by the DEA President and the individual so selected requires excused time to appear at the waiver hearing the individual selected by the Detective shall be excused only for the amount of time necessary to appear at the waiver

hearing. If it is necessary to provide excused time to enable an individual designated by the DEA President to appear at the waiver hearing the DEA shall be responsible to provide for the excused time by utilizing a number day or a fraction thereof pursuant to the applicable LDD. When a fraction of a Number Day is utilized a record will be maintained so that when an 8 hour block of excused time is reached the number day block will be reduced by 1 day.

Please indicate your concurrence by signing below. Upon signing please retain one copy for your records and return one signed copy to my office.

Sincerely

Joseph Morris
Deputy Inspector
Labor Relations Unit
Public Safety Department

Concurred:

Date: 6/25/98

Detective Richard Masella, President
Port Authority Police Detectives
Endowment Association, Inc.

MILITARY LEAVE

I. Introduction

This Instruction outlines the policy and procedure for granting Short-Term and Extended Military Leave to Port Authority employees.

II. Policy

A. Only permanent employees including those in a probationary status, are granted short term and extended military leave. Project employees are granted short term military leave only.

B. This Instruction should be interpreted in order to assure that in each case the reemployment protection provided to Port Authority employees is no less than the protection provided to private and federal employees under the Universal Military Training and Service Act. Within this general limitation, the Director, Human Resources Department, may modify applications of the provisions of this Instruction in special cases where this will serve the best interests of the employee and the Port Authority. Where an employee has been recalled to active duty as a disciplinary measure (for example, because of failure to attend drills) the Director, Human Resources Department, may reduce or eliminate benefits provided under this Instruction.

C. Permanent employees, including those in a probationary status, on military leave are considered continuously employed and retain their original date of employment for all purposes.

III. Extended Active Duty — Salary and Benefits

A. Permanent employees, including those in a probationary status, who are granted military leave for extended active duty receive a military leave payment as described in Attachment A to this Instruction.

B. Permanent employees, including those in a probationary status, who have served two years or more in full-time active military service and who are recalled to extended full-time active military service without their consent, receive partial salary continuation during such additional involuntary service up to one year, as described in Attachment A to this Instruction.

IV. Short-Term Active duty -- Salary and Benefits

In general, it is the policy of the Port Authority to protect from loss of income any employee who is granted military leave for short-term

active duty. Accordingly, partial salary continuation is paid to employees on short-term active duty as described in Paragraph IV, A of Attachment A to this Instruction.

V. Procedure

Attachment A outlines the operating rules and procedures to be followed in the administration of the military leave policy.

Attachment A

MILITARY LEAVE OPERATING RULES AND PROCEDURES

I. Definitions

A. "Military Leave" is any authorized absence of an employee so that he may undertake active military duty with the Armed Forces of the United States, the National Guard, or the Naval Militia.

B. "Extended Active Duty" is any period of full-time active military service or training in excess of 30 consecutive calendar days.

C. "Short-Term Active Duty" is any period of full-time active military service or training of 30 calendar day or less in any calendar year.

D. An "examination" consists of a written, oral, or performance test, or of one or more such tests. "Make-up examinations" are those given to employees prevented by military leave from participating in all or part of the original test.

II. Request for Leave

Any employee who wishes to receive military leave notifies his supervisor as soon as possible of that fact and of the expected dates on which the active duty is expected to start and to end.

The employee submits a written request for military leave (see Attachment B) and a copy of his official orders to active duty to his Unit Head. The orders and the request are then forwarded to the department director for his/her approval. A copy of the request and the orders along with a completed Employee Record, form PA 87 (only in cases of extended active duty), authorizing the leave of absence are forwarded to the Supervisor, Payroll and Administrative Services, Human Resources Department. If the employee wishes to use all or part of his accrued compensatory time or vacation time for military leave, this should also be noted in "Remarks." This time may be applied in whole working days but not in hours. If the entire period is taken as compensatory time or vacation time, no Payroll Notice is needed. Specific cases requiring further interpretation or determination are considered on an individual basis by the Manager, Employment Division, Human Resources Department. CN-225 1/22/90

If the department director approves the request for leave, the Unit Head notifies the employee of the approval and forwards a copy (only in cases of extended active duty) of the approved request memorandum to the Supervisor, Payroll and Administrative Services, Human Resources Department. CN-225 1/22/90

III. Provisions for Extended Active Duty (Long-Term Military Leave)

A. Military Leave Payments

Any employee granted military leave for extended active duty of one year or more, receives a military leave payment of one day's pay for

each full month of Port Authority Service, not exceeding 20 days' pay. The employee also receives cash payment for any accumulated vacation or compensatory time credited to him at the commencement of military leave.

B. Insurance and Retirement Programs

1. Health Insurance

Any employee who is a member of the P.A. group health insurance plans upon commencement of military leave is protected against any loss of benefits under these plans on return to P.A. employment. Group health insurance is suspended for the employee while on military leave, with all previous benefits being resumed upon reinstatement.

Dependents of such employees suffer no diminution of health insurance benefits while the employee is on military leave; however, dependents are expected to make use of appropriate Federal Government health care programs. The Port Authority pays any necessary subscription charges for group health insurance while employees are on military leave.

2. Life Insurance

When an employee commences military leave his membership in the Group Life Insurance Program terminates but his policy remains in effect for 31 calendar days. Upon return to Port Authority employment, he is reinstated to full membership in the program.

3. Retirement Program

Any employee who is a member of the New York State Employees' Retirement System when he commences military leave for extended active duty will, upon reinstatement, receive the same retirement benefits he would have received had he not been on military leave.

C. Vacation Allowance

1. For the year in which a long term military leave begins, vacation allowance is as specified in PAI 20-3.01, Vacations, Attachment A, Paragraph II.

2. Upon reinstatement after military leave for extended active duty, an employee receives a vacation allowance as specified in PAI 20-3.01, Vacations, Attachment A, Paragraph II.

D. Promotion Opportunities

1. When the employee departs on Extended Military Leave, he is requested to furnish a list of all promotion eligible lists, rosters and transfer lists in which his name appears. Each of these are noted in the employee's folder by the Human Resources

Representative who indicates the length of time remaining on the ranked vertical eligible lists before the list's expiration.

2. Promotion Examinations During Military Leave

An employee on military leave may participate in any promotion test if he can be present for the test; that is, if he is on furlough or is stationed near New York.

3. Upon Return from Leave

a. An employee on a permanent horizontal promotion roster when he left has never been deleted from the roster and therefore is still actively on the roster.

b. An employee on a ranked vertical promotion eligible list which expires during his military leave will upon his return from military leave be placed on top of the then current promotion eligible list for the length of time he had remaining between the day he left for service and the expiration date of the original list.

c. To the extent that it is administratively possible, he will be permitted to take make-up exams for any promotional opportunities that occurred during his absence for which he would have been qualified if he were here when the examinations were given. This is usually feasible if the examination consisted only of a written and/or individual oral examination.

d. He is immediately eligible to participate in any promotion examination in process for which he is qualified.

E. Reinstatement After Extended Military Leave

At the time an employee returns from extended active duty he is given a medical examination by the Office of Medical Services. An employee returning from military leave is restored to his former title or to a position of like seniority, status and pay as long as all of the following circumstances exist:

1. He has satisfactorily completed his period of military active duty or has been released from such service or training for medical reasons.

2. He makes application for reinstatement as soon as is reasonably practicable after discharge, release or rejection from military active duty or training, or after termination of service-connected hospitalization of not longer than one year.

a. Any employee (1) who is rejected during the induction process, or (2) who performs active duty for less than three consecutive months, must report for work at the beginning of his next regularly scheduled working day following such rejection or duty plus whatever time, if

any, is reasonably necessary to return to his place of employment.

b. Any employee who returns from active duty under any other circumstances must apply for reinstatement within 90 calendar days after being released.

3. He is qualified to perform the duties of his former Port Authority title when making application for reinstatement. If an employee is not qualified to perform the duties of his former Port Authority title by reason of disability sustained during military service or training, or if his former position has been discontinued, he is restored to another position the duties of which he is qualified to perform. The new title should provide him seniority status and pay most nearly comparable to that which he would have if he were to occupy his former title.

4. He refrains from re-enlisting or otherwise voluntarily prolonging extended active duty when he is eligible for separation.

5. Permanent Employees in a probationary status are treated as permanent employees, except that military leave time cannot be used to complete the probationary period.

IV. Provisions for Short-Term Military Leave

A. Pay

1. Rules

An employee ordered to short-term active duty is paid the difference between his federally taxable Port Authority pay and his federally taxable military pay, providing that the employee's military pay does not exceed his Port Authority pay. Travel allowances, uniform allotments, etc., are not normally considered military income for this purpose.

No part of short-term military leave is charged to compensatory time except after the employee's right to receive make-up pay has been exhausted. When a paid holiday occurs during an employee's military leave no additional day off is granted.

If any part of such duty is undertaken on a voluntary basis, the employee receives make-up pay for periods of absence totaling up to, but not more than 30 calendar days in any 12 consecutive months. Weekly or monthly drills are excluded in calculating the amount of short-term active duty subject to make-up pay.

2. Procedure

Any employee who is granted military leave for short-term active duty and who upon reinstatement is entitled to make-up pay must,

within 45 calendar days after returning to work, furnish the Supervisor, or Unit Head with his military pay voucher upon which make-up pay can be calculated. If an employee has not furnished the necessary voucher within 30 calendar days after returning to work, the Supervisor, or Unit Head will advise the employee by registered mail that unless he does so within the prescribed 45 calendar days, all wages paid to the employee by the Port Authority for the period of the military leave in question will be deducted. In this case, when the voucher is submitted any necessary adjustment will be made in the next pay period. CN-225 1/22/90

B. Insurance and Retirement Programs

All employee benefit programs, including health insurance, life insurance, and retirement plan, are continued for any employee who is granted military leave for short-term active duty. Employee contributions if any, covering the period of absence are made by regular payroll deduction.

C. Vacation Allowance

Any employee who is granted military leave for short-term active duty is not thereby deprived of any part of the vacation to which he is entitled. Any employee who wishes to use his vacation to undertake short-term active duty may request that his vacation be scheduled accordingly, and every effort is made to meet this request. However, because in such instances a full vacation salary is received, provisions in this PAI relating to make-up pay (see A, above) do not apply. If an employee chooses to receive make-up pay, he may not schedule vacation day during his military leave. He may, however, take vacation immediately before or after his military leave if his Unit Head approves.

D. Employee's Work Schedule

An employee returning from short-term military leave of two weeks or more is given Saturday and Sunday as RDO's during the period of his leave.

V. Part-Time Periodic Drills

Employees who are members of the organized reserves or the National Guard generally have an obligation to participate in weekly or monthly drills of short duration (constituting typically either 2 to 4 hours per week or one weekend per month). Whenever possible, working hours for such employees are scheduled to eliminate or minimize the occasions when it is necessary for them to be absent from work during scheduled working hours; however, the schedule of working hours should avoid giving such employees favored treatment over the other employees in the same position classification and otherwise similarly situated. Employees should, whenever possible, avoid reserve assignments which require them to be absent during scheduled working hours.

Whenever there is a conflict between periodic military drills and scheduled Port Authority working hours it is expected that the employee involved will arrange to exchange tours of Port Authority duty on a voluntary basis with another employee in the same position classification. If, however, an employee who is required to attend weekly or monthly drills on an involuntary basis as part of his military obligation is unable to make this arrangement, the manager of the organizational unit involved makes the necessary reassignments of tours of duty. An employee who has undertaken or extended his membership in the organized reserves or National Guard on a voluntary basis is expected to make his own arrangements for exchanging tours of duty where this is necessary to attend such drills.

VI. Recalled Employees

A. Partial Salary Continuation

1. Rules

Any employee who is recalled to active duty without his consent, receives partial salary continuation up to on year. At the end of one year, the employee is covered under the non-salary provisions which apply to long-term leave.

The Port Authority pays to such an employee a percentage as specified below, of the difference between his federally taxable Port Authority pay at the time he re-enters service and his federally taxable military pay for such period, as follows:

a. Any employee who has more than one dependent receives 100% of such difference.

b. Any employee who has one dependent receives 75% of such difference.

c. Any employee who has no dependents receives 50% of such difference.

Partial salary continuation checks are mailed bi-weekly on regular pay days by the Comptroller's Department to the employee or to anyone he designates in writing.

2. Procedure

An employee who is granted military leave for extended active duty and who is entitled to partial salary continuation under the provisions of Par. VI, A, furnishes the Supervisor, Payroll and Administrative Services, Human Resources Department promptly with acceptable information regarding military pay, number of dependents, and name and address of the dependent who is to receive partial salary continuation. Changes in military pay which occur while such employee is eligible to receive partial continuation must also be reported promptly to the Supervisor, Payroll and Administrative Services, Human Resources Department. The Supervisor, Payroll and Administrative Services notifies the

CN-225 1/22/90

CN-225 1/22/90

Comptroller's Department of the make-up pay, military leave payment, or partial salary continuation arrangements which must be made.

B. Insurance, Retirement, Vacation and Promotion Programs

Recalled employees are treated as short-term leave employees for the first 30 days' duty, and as employees on long-term leave thereafter.

SAMPLE MEMORANDUM

To: Department Director
From: (employee requesting leave)
Date: (date of request)
Subject: **REQUEST FOR EXTENDED MILITARY LEAVE**

CC: Supervisor, Payroll and Administrative Services, Human Resources Department

In accordance with PAI 20-3.10, I request an extended Military Leave, to begin ____(date)____ and end ____(date). My supervisor has signed below to indicate that he/she is aware of this request.

I have attached a copy of my official orders to active duty.

(Signed) Employee's Name
Dept./Facility
Phone Number

I have seen this request for Military Leave.

_____ _____
Supervisor Date

This request for Military Leave is approved.

_____ _____
Department Director Date

SAMPLE MEMORANDUM

TO: Department Director
FROM: (employee requesting leave)
DATE: (date of request)
SUBJECT: **REQUEST FOR SHORT TERM MILITARY LEAVE**

COPY TO: Employee Unit Head/Supervisor

In accordance with PAI 20-3.10, I request a short term military leave, to begin _____(date) and end _____(date). A copy of my official orders to duty is attached.

This is to certify that I am familiar with the procedures of PAI 20-3.10, Military Leave. I understand that within 45 calendar days after my return to work, I must furnish my immediate supervisor of his designee with a copy of my military leave pay voucher. I further understand that if I fail to furnish a copy of my military pay voucher within 45 calendar days, all wages paid to me by the Port Authority for the period of my military leave will be repaid through payroll deduction. The Payroll Supervisor is authorized to make deductions from my gross bi-weekly salary until all monies owed to the Port Authority have been repaid.

My supervisor has signed below to indicate that he/she is aware of this request.

(Signed) *Employee's name
Dept./Facility
Phone number

I have seen this request for Military Leave.

_____ _____
Supervisor Date

This request for Military Leave is approved.

_____ _____
Department Director Date

THE PORT AUTHORITY OF NY & NJ

MEMORANDUM

Office of the Chief Administrative Officer

TO: Joseph J. Seymour, Executive Director
FROM: Mary Lee Hannell
DATE: April 29, 2003
SUBJECT: **MILITARY LEAVE POLICY ADDENDUM – TEMPORARY AND EXTENDED FULL TIME ACTIVE DUTY - INVOLUNTARY CALL UP**

COPY TO: L. LaCapra, L. Hofrichter, E. Schorno, S. Walsh, All Chiefs and Directors

Since the beginning of the events of Operation Enduring Freedom, many employers have experienced a temporary loss of staff who have been called to active duty in the armed forces. The sudden call-up caused employers to re-evaluate their existing military leave policies with respect to compensation and benefits and many have since altered their policies to minimize the financial impact on employees and their families. As a gesture of support for employees called to active duty and to more closely align our policy with that of other metropolitan area employers, our existing policy should immediately be modified as follows.

In connection with the events of Operation Enduring Freedom:

- provide payment of salary differential for those called up, regardless of status, for the duration of the leave;
- continue health and dental benefits coverage for employees and their dependents for the duration of the leave;
- continue life insurance coverage for the employees at their current level for the duration of the leave.

Since September 2001, several employees have been called to involuntary active duty and more are anticipated. A review of our records indicates that 44 employees have regularly taken short-term military leave. Since some employees use vacation time to satisfy their annual reserve requirement, the potential number of employees who could be called to duty may be marginally higher. However, since (1) these employees are not being permanently replaced; (2) the Port Authority will be reimbursed for the employees' military pay, and (3) the employees' medical costs will be at least partially paid for by military coverage, any additional costs associated with the recommended changes would not be material.

Attached is a comparison of our existing policy/proposed addendum and highlights of changes implemented by other metropolitan area employers.

Mary Lee Hannell
Executive Advisor
Office of the Chief Administrative Officer

Approved:

30 Jul 03

Joseph J. Seymour
Executive Director

Attachment

Office of the Executive Director The Port of New York Authority	DOCUMENT U Revised	PAI 20-3.05 August 3, 1967

EXCUSED ABSENCES

I. Introduction

This instruction describes the Port Authority's policy regarding excused absences for permanent, probationary and annual employees.

II. Definition

Excused absences are any authorized absences from scheduled hours of work for which no deduction is made from the employee's compensation, and which are not attributable to vacations, holidays, sick leave, military leave, or compensatory time credited or to be earned.

III. Policy

A. All Service C Employees

Port Authority management grants time off with pay to Service C employees and identifies the absence as excused time under the following circumstances only:

1. Time necessary for involuntary participation in governmental proceedings such as jury duty, draft board examinations, Workmen's Compensation Board hearings, or appearing in court as a subpoenaed witness.

2. Time necessary for voting. Any eligible employee who desires to vote in a general election, primary election, special election or local election in the community where he resides, and who is required to work on the day of such election and whose hours of work are such that it will be difficult or impossible for him to vote, shall be granted two hours of excused time off to vote. Such time off shall be allowed only at the beginning or end of the employee's tour of duty as designated by his supervisor. However, any employee who has four or more consecutive hours before or after his working hours during which polls are open will be considered to have sufficient time to vote outside of his working hours and will not, therefore, be granted excused time.

3. Time necessary because of a death in the employee's immediate family (spouse, child, parent, brother, sister, spouse's parent, other person living in the employee's home). When more than three scheduled work days are needed, the additional time must be approved by the employee's department director. Absences in excess of five work days for any one instance require written approval by the Personnel Director, copy to the Manager, Accounting Division.

4. Time for donating to the Port Authority Blood Bank. Any employee who donates blood to the Port Authority Blood Bank during his normal work schedule is granted the rest of that working day off as excused time. Any employee who donates blood outside his normal work schedule is granted three hours of excused time, to be taken at a time mutually convenient to the employee and his supervisor.

5. One day, in connection with wedding of the employee.

6. One day, in connection with time when employee's wife gives birth.

7. One day, when employee who is head of household moves his family from one permanent residence to another.

8. Illness of spouse when pre-school or disabled child needs care, or illness of minor (pre-high school) child when employee is the only adult in the household responsible for the minor child's care (limited to a total of two paid days off per calendar year).

9. Time necessary when extreme weather or other conditions, found to be beyond the control of the employee, affects transportation to the work location resulting in a delay or absence from work, when approved by the employee's department director or deputy director. This authority may not be delegated further.

10. When early termination of normal tour is required, in order to comply with posted snow schedule assignment or to provide eight hours between termination of work and start of new work resulting from a change in schedule, excused time up to four hours is granted when authorized by the department director.

11. When early termination of work day for non-field employees is announced by the Personnel Director.

12. When overtime work in excess of five and one-half hours is performed by an employee who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four consecutive hours off before the employee starts his next normal tour. For example, if the employee works from midnight until 6 A.M. and is scheduled to work the 8 A.M. to 4 P.M. tour, he receives two hours of excused time and starts his tour at 10 A.M. CN-4 12/29

13. Special individual situations as recommended by the department director and approved by the Personnel Director.

B. All Service B (including EXB) Employees

All Service B (including EXB) employees may receive excused time off with pay at the discretion of division or facility managers, when operating conditions permit. Such absences, when granted, should be limited to the time off reasonably required by the situation giving rise to the absence. Absences in excess of five work days for any one instance require written approval by the Personnel Director, copy to the Manager, Accounting Division.

C. All provisions of this instruction affecting police employees are administered by the Superintendent of Police through his staff or facility commanding officers (see PAI 10-11.05).

D. Service C, Clerical and Office classifications will be granted 1/2 day excused time, to be taken in combination with either the Good Friday half-holiday or the Christmas Eve half-holiday. CN 6 5/15

Office of the Executive Director
The Port of New York Authority

Change Notice No. 63
May 15, 1970

To: All Manual Holders
From: V. T. Strom

Subject: REVISION - PAI 20-3.05, EXCUSED ABSENCES

Please make the following change in your Administrative Manual:

Reference	Revision
PAI 20-3.05 Par. III	After Section C, insert an additional section D., to read as follows: D. Service C, Clerical and Office classifications will be granted 1/2 day excused time, to be taken in combination with either the Good Friday half-holiday or the Christmas Eve half-holiday.

The number of this Change Notice (CN-63) should be entered in the margin and the required information noted on the Change Notice Control Sheet as called for in PAI 15-1.02, paragraph VII, B. If you have any questions regarding this instruction, please call Tony Carroll on extension 7785.

Victor T. Strom, Director
Organization and Procedures Department

DOCUMENT "V"

LONG-TERM DISABILITY (LTD) PROGRAM
Detectives Endowment Association (DEA)

INTRODUCTION

Effective July 3, 1983 the LTD program was extended to employees represented for collective negotiations by the Port Authority Detectives Endowment Association in a Memorandum of Agreement executed on .

LTD COVERAGE

Commencing July 21, 1991 if you have completed a minimum of one (1) year of continuous service with the Port Authority, you may be eligible for benefits under the LTD Program. The LTD Program is intended to partially replace the income you receive from the Port Authority during your active career should you become totally and permanently disabled due to an accident or illness. The term "totally and permanently disabled" means that you must be unable for the foreseeable future to perform the duties required of you as a Detective. If your disabling condition resulted from your job, (e.g. was deemed an injury on duty (IOD) and/or determined to be compensable under Workers' Compensation) you cannot receive benefits under the LTD program except that effective July 2, 1998 an active Detective who has a minimum of one year of continuous service as a Port Authority employee and who the Port Authority determines is permanently disabled due to an injury incurred in the line of duty but who has been denied by the New York State and Local Police and Fire Retirement System for both accidental disability retirement and performance of duty disability retirement shall also be eligible to apply for LTD benefits.

LTD BENEFITS

If you are found to have become totally and permanently disabled, you will be eligible to receive an LTD allowance which, in combination with other relevant income, does not exceed 60% of your final base annual compensation. If you are granted an LTD allowance, in no event may the total Port Authority's portion of your LTD benefit exceed 50% of your final base annual compensation. In calculating the amount of "other relevant income" that will offset the Port Authority's portion of your LTD allowance, the "Option Zero" amount of your New York State and Local Police and Fire Retirement System benefit, any Workers' Compensation benefit, and the Primary Insurance Amount of your Social Security

Administration benefit based on a complete earnings history will be used. Any cost-of-living increases in these benefits will not further offset your LTD allowance.

Any income which you earn (i.e. through employment including self-employment) after you are granted an LTD allowance, will be considered "other relevant income" and will offset the Port Authority's portion of your LTD allowance and/or may affect your continued eligibility for LTD benefits.

The Office of Medical Services may periodically re-evaluate your medical condition to determine if you continue to be totally and permanently disabled based on the disabling condition for which you were granted LTD benefits.

The effective date for the beginning of your LTD allowance will coincide with the effective date of your ordinary disability or service retirement with the New York State and Local Police and Fire Retirement System, the Social Security Administration as applicable, or Workers' Compensation benefit. When these dates are not applicable, the effective date for beginning the LTD allowance will be the date on which the Office of Medical Services determines that a disabling condition exists. In all cases payment of the LTD allowance will not commence until the employee has been placed on an inactive payroll status.

The LTD allowance is paid for the duration of your disability subject to periodic re-evaluation by the Human Resources Department including the Office of Medical Services, or until you reach age 65. If you are granted an LTD allowance after you reach age 60, you will be entitled to a minimum of five years of LTD payments.

While you are collecting LTD benefits, your Port Authority group health and dental insurance benefits will continue to be provided to you as if you had retired. Group health benefits are provided at no cost, and you may elect group dental benefits in accordance with Section X Paragraphs (3) and (4) of the MOA. Your group term life insurance coverage will also continue, provided you elect it and either pay any required premiums or receive approval to have them waived by the insurance carrier.

APPLYING FOR AN LTD ALLOWANCE

If you are disabled and meet the conditions for LTD eligibility as outlined above, you should contact the Long-Term Disability Coordinator in the Employee Benefits Section, Human Resources Department, for assistance in applying for an LTD allowance. The application is made in the form of a letter from you addressed to the Employee Benefits Manager. The letter should state that you are unable to perform the duties of your position, state whether it is due to a non-job or a job related medical condition and should request that you be considered for benefits under the LTD Program.

An application for LTD benefits must be filed while you are still in an active employment status. When you apply for an LTD allowance, you are also required to apply for retirement and/or disability benefits from both the New York State and Local Police and Fire Retirement System and the Social Security Administration. Evidence of having concurrently applied for these benefits (e.g. copies of applications for those benefits) must be submitted with your LTD application.

Before your application for an LTD allowance can be acted on, the Office of Medical Services will be requested to evaluate your medical condition to determine if you are totally and permanently disabled. Approval for Ordinary Disability benefits by the New York State and Local Police and Fire Retirement System or for disability benefits by the Social Security Administration is required in addition to being found disabled by the Office of Medical Services. However, if you are found to be disabled by the Office of Medical Services but are not approved by Social Security and are either not approved by the Retirement System or do not meet the Retirement System's ten year member credit requirement for applying for Ordinary Disability benefits, you will be required to undergo an additional medical evaluation. A determination based on the additional medical evaluation that you are totally and permanently disabled and unable to perform the duties required of you as a Detective will serve as a "second determination" in the absence of approval from Social Security or the Retirement System.

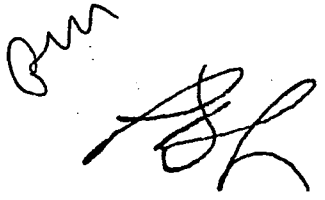
Based on the evaluation of the Office of Medical Services and any other medical evaluation that the Port Authority may request, as well as the results of your application for disability benefits from the New York State and Local Police and Fire Retirement System and the Social Security Administration, the Human Resources Director will consider your request and decide whether to recommend to the Executive Director that you be granted an LTD allowance.

APPROVAL PROCEDURE

Should the Executive Director approve the Human Resources Director's recommendation to grant you an LTD allowance, you will be notified of the amount of the LTD benefits payable and of the conditions under which they are paid. These conditions will include your cooperation with the Human Resources Department in furnishing any financial or employment information pertinent to your LTD allowance, submitting to a medical examination, if requested, by the Office of Medical Services and/or by any other physician that the Port Authority may designate. When your signed acceptance of these conditions is received, your LTD allowance will begin.

CONFIRMATION OF CONTINUED ELIGIBILITY

Periodic reviews to confirm continued eligibility for LTD benefits will be conducted by the Human Resources Department. You will be required to answer questions regarding your sources of income and your employment status. You may be requested to report for a medical evaluation by the Office of Medical Services. Your full and timely cooperation with these reviews is necessary in order to maintain your eligibility for LTD benefits. These reviews may be conducted periodically after your LTD allowance is granted and while you continue to receive the LTD allowance.



REMOVAL OF AN EMPLOYEE FOR MENTAL OR PHYSICAL DISABILITY

I. Introduction

This PAI applies only to permanent classified employees (see PAI 20-1.01, Categories of Port Authority Employment).

II. Employee's Rights

A. No permanent classified employee shall be removed from his position because of mental or physical disability without a hearing as described below, unless such hearing is waived.

B. In all cases where an employee is to be removed from his position for reasons of mental or physical disability, the Personnel Director notifies the employee in writing of the intention so to do and informs him of his right to a hearing. Such notice is delivered to the employee or mailed to his last known address as appearing in the Personnel Director's records.

C. If the employee fails to request a hearing within fourteen (14) days after the delivery or mailing of such notice such hearing is considered waived.

D. If the employee requests a hearing, the hearing shall be before a Board appointed by the Executive Director and consisting of three or more members.

E. These provisions do not apply when the employee has reached an age fixed by the Port Authority for compulsory retirement.

III. Removal Procedure

A. Dismissal, demotion, application for involuntary retirement and other actions which substantially change the employee's duties and responsibilities is understood to be included within the meaning of the language, "removal of an employee from his position."

B. The initiative in each case is to be taken by the department head in the form of a memorandum addressed to the Executive Director, recommending the particular action to be taken.

C. The Executive Director notifies the initiating department head whether the recommendation is approved or disapproved.

D. If the recommendation is approved, the Executive Director also notifies the Personnel Director who sends out the letter of notification to the employee. It is the responsibility of the Personnel Director to follow up the notification. At the end of the fourteen (14) day period provided, the Personnel Director notifies the initiating department if there is no response from the employee and therefore the right to a hearing has been waived. If there is an earlier response from the employee requesting a hearing, the Personnel Director notifies the Executive Director and the initiating department so that a Board may be established.

E. It is the additional responsibility of the Personnel Director to provide such services to the Board as it may require.

IV. Hearing Procedure

A. The Board investigates and determines whether the employee is mentally or physically incapable of performing his duties, and reports its findings to the Executive Director. The findings and recommendations of the Board are not, however, binding upon the Executive Director, but may be reversed or modified by him.

B. The Board shall afford the employee an opportunity to appear before it in person, or by representative, to make a statement and to produce medical testimony, medical certificates and other pertinent data. The failure of an employee to appear in person or by representative before the Board is considered a waiver of his right so to do, and if the employee is unable to attend, due to mental or physical disability, that fact may be taken into consideration by the Board in arriving at its conclusion.

C. The Board is not confined to evidence and testimony presented at hearings at which the employee is present, but may base its findings and recommendations upon investigations made or data received outside of such hearings.

M E M O R A N D U M

TO: All Members of the Force
FROM: Walter R. Lee
DATE: August 30, 1979
SUBJECT: PORT AUTHORITY POLICE PROTECTIVE VEST PROGRAM

The Port Authority will be supplying every member of the Police force with a Protective Vest. Attached for your guidance is information concerning protective vests, in general, and specifically the type of vest you will receive.

The program has been instituted for your benefit and your cooperation will enable us to expedite obtaining the information required to issue the vests.

Walter R. Lee
Superintendent of Police

WHAT IS A PROTECTIVE VEST (SOFT BODY ARMOR)?

Soft Body Armor is a protective garment designed to be reasonably comfortable, lightweight, inconspicuous and flexible enough to be worn routinely while performing normal functions. It provides protection, but is not bullet proof.

A typical vest is composed of two components:

1. An outershell which simply holds the "ballistic package" in place.
2. A ballistic package is composed of layers of a nylon material such as "Kevlar" which provides the actual protection associated with the vest. The number of layers of the ballistic material has a direct relationship to the level of protection a vest provides.

WHAT VEST WILL BE ISSUED?

You will have a choice of one vest produced by Burlington Protective Products, Point Blank Body Armor, or International Protectors, Inc. The specific model from each manufacturer is certified to meet Threat Level II protection. You are being given a choice simply because of the difference

in tailoring so you may pick the vest most comfortable for you. There is no difference in the protection any of these vests will provide.

HOW WERE THE VESTS CHOSEN?

The Equipment Technology Center of the International Association of Chiefs of Police (IACP) utilizing a grant from the Law Enforcement Assistance Administration conducted a Police Body Armor Testing Program.

The body armor testing project began in 1976 with the setting of test goals and development of performance criteria and testing methods. The National Bureau of Standards established the criteria and testing methods based on a lengthy research and development effort sponsored by the National Institute of Law Enforcement and Criminal Justice. Two independent laboratories were then selected to perform the body armor tests. Both laboratories were certified by the National Bureau of Standards to ensure that their capabilities and equipment met the stringet requirements for the body armor testing.

The weapons chosen for the test were those commonly used against police. The IACP conducted a survey which clearly indicated that handguns represented the greatest potential threat. Of the almost 23,000 weapons confiscated by police from 1971 through 1976, nearly 19,000 were handguns. Other confiscated weapons included shotguns and rifles.

The largest number of weapons that police confiscate are .38 caliber and smaller. Thus, these guns were classified as Threat Level I. Altogether, five levels of threat were delineated.

Threat Level I	-	.22 Caliber and .38 Caliber
Threat Level IIA	-	Low velocity 9mm and .357 Magnum
Threat Level II	-	High velocity 9mm and .357 Magnum
Threat Level III	-	7.62 (.308 Winchester)
Threat Level IV	-	30.06 Armor Piercing

Threat Level II was considered the highest threat level for soft body armor. The weight and design of vests or armor to protect against Threat Level III and IV would make the equipment uncomfortable.

The vests were tested for penetration and deformation. Under stringent testing procedures each vest was subjected to five shots from each of the various caliber weapons involved. Vests were eliminated if they were penetrated by a bullet or fragment, or if they caused a deformation in clay placed behind the vest, greater than 1.73 inches.

The standard for deformation was established to take into account the effect of "Blunt Trauma". Even though a bullet does not penetrate the vest, it pushes into the body with an effect called "Blunt Trauma". A severe trauma effect resulting from excessive deformation into the body could cause injuries as serious as, or more serious, than if the bullet had penetrated. The 1.73 inch deformation standard was established as an acceptable level of performance where the effect of "blunt trauma" is minimized. Any vest which, when tested, resulted in deformations in excess of 1.73 inches, were considered as unacceptable.

The three vests you will be choosing from have all passed the Threat Level II standards for penetration and deformation.

HOW DO YOU ORDER A VEST?

Your decision concerning a vest will be based solely on what is comfortable to you. Therefore, you will be given an opportunity to try each vest and be assisted in obtaining a proper fit.

A police officer will visit each facility on a schedule (to be published shortly) similar to that used for uniform inspection. He will have samples of all three vests in available sizes. A second set of vests will be available from 8 A.M. to 4 P.M., Monday thru Friday, at the Police Academy, One PATH Plaza, Jersey City, New Jersey, First Floor. There will always be an individual with the vests to assist you in selecting the proper size, but the choice of which model to select is up to you. After the facility visits have been completed, vests will continue to be available at the Police Academy, where all future orders will be placed.

HOW MUCH WILL THE VEST COST AND HOW WILL IT BE INSPECTED?

The vest will be provided at no cost to the officer. There will be no requirement that an officer wear the vest, nor will it be subjected to any form of uniform inspection. Any officer who does wear the vest will do so underneath his normal uniform. There will be a record kept after a vest is issued to insure that everyone who places an order receives a vest.

WHAT OPTIONS ARE AVAILABLE TO ME?

You will be asked to complete an order form when you select your vest. Aside from your name, employee number, and other general information, you will be asked to supply the following information:

1. Manufacturer - This is your selection after you have tried the three models being offered.

2. Size - The officer will be able to assist you in picking the correct size and you will have the opportunity to try on a vest in your size.

3. Side Panel Protection - This option affords additional ballistic panels on both sides of your body. These panels are not detachable from the vest. When considering this option, the individual must realize that this will further encompass his torso and may cause discomfort because it helps retain body heat.

4. Color - The outer shell will be available in white or blue. Again, this is a personal choice, and has nothing to do with the performance of the vest.

WARNINGS

1. The protective vest will not make you invincible. You should perform your functions in the same manner and take precautions as if you were not wearing the vest.

2. The vest may provide some protection against a slashing knife, but a sharp instrument, particularly an icepick, will penetrate the vest.

3. If a bullet does strike the vest and does not penetrate, you must still seek medical attention to determine if any internal injuries have been caused by the "blunt trauma" of the striking bullet.
4. Follow the laundering instructions indicated on your vest. Remove the ballistic packages and launder only the outer shell. Failure to remove the ballistic package during laundering could damage it enough to affect its performance.

GENERAL INFORMATION

The vests weigh approximately 3 lbs. or 4 lbs. with side panels.

After the field visits by the police officer, an initial order for vests will be processed. Subsequent orders will be placed as officers provide the information to Police Academy staff necessary for ordering. Recruits will be measured during their training and receive their vests as soon as possible.

TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: March 3, 1965
SUBJECT: STAND-BY TIME, CALL-INS, AND CARFARE ALLOWANCES

COPY TO: Personnel Division Managers; Employee Organization Presidents

INFORMATION BULLETIN NO. 11

Recently, certain questions have arisen regarding interpretations of the Port Authority policy on stand-by time, call-ins and carfare allowances in connection with snow emergency conditions and other overtime situations.

Stand-by Time

When there is a possibility of a snow emergency, facility management may request off-duty employees to inform their supervisors, or other designated officials, where they can be reached by telephone, in the event it becomes necessary to call them in to work. Other than keeping in touch by telephone, these employees have no duties and are free to go where they please. Time spent in this way does not count as working time. Management should not require employees to remain in their homes while off duty. Where Service C employees are required to stand by at or near their facilities, the time spent counts as working time.

Call-ins

When it is necessary to call an employee in to work, he is credited with only those hours worked from the time he arrives at the place of work to which he is assigned. The only occasion when an employee may be credited with travel time is when, in the discretion of the unit manager, an employee who is called in on an RDO and who normally takes less than one hour to get to work must travel longer than one hour to get to work because of weather conditions. In this case only, an employee may be credited with the time spent traveling to and from work which is in excess of one hour each way.

Under the overtime policy, each Service C employee is guaranteed four hours of overtime for a call-in on an RDO. Call-in guarantees also apply to situations where an employee is called in between regularly scheduled tours and released prior to the start of his regular tour. Where a call-in is such that it is contiguous to a regularly scheduled tour, no guarantee is applied and the hours worked in excess of the regularly scheduled tour are overtime hours. (e.g., if an employee is scheduled to work from 8:00 A.M. to 4:00 P.M. and he is called in at 6:00 A.M. and worked until 4:00 P.M., he is credited with two hours of overtime.) No schedule change premiums are paid where overtime is worked either before or after working a regularly scheduled tour.

Carfare Allowances

When an employee is required to work on an RDO, he is normally entitled to carfare allowance from his home to his assigned place of work. This carfare allowance is equal to the cost of public transportation. Where public transportation is unavailable or impractical, unit heads may authorize mileage allowances. (See PAI 15-3.05)

In the event an employee is called in from a location other than his home, he should receive the additional travel expenses incurred from that point to his assigned place of work. Supervisors should exercise discretion in calling in employees who may be required to travel a considerable distance. Supervisors are not required to call in an employee who is at some location other than his home for the purpose of maintaining an equal distribution of overtime.

S/S Harvey Sherman

Acting Personnel Director

TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: July 22, 1968
SUBJECT: HANDLING OF DISCIPLINARY MATTERS

COPY TO: Personnel Division Managers; Employee Organization Representatives

INFORMATION BULLETIN NO. 34

The following regulations shall govern certain aspects of the supervisor-subordinate relationship in the handling of disciplinary matters:

1. Every employee is entitled to the opportunity to rebut any written derogatory information or statements placed in his facility personnel folder. Whenever a memorandum is prepared containing such statements, a copy will be given to the employee for his information. If he so desires, he may write a statement in rebuttal of any allegations and this material will be attached to the written material prior to it being placed in the employee's file.
2. If in the course of an interview between a supervisor and an employee it appears that the matter under discussion may result in disciplinary action against the employee, he has the right to have his union representative present before the interview proceeds.

S/S Edward C. Gallas

Personnel Director

Principal Parties
General Counsel and
Assistant Executive Director
(212) 466-7691
(212) 922-6670 x7691

October 1, 1981

Dominick Evangelista, President
Port Authority Police
Benevolent Association, Inc.

Gennaro Aprile, President
Port Authority Police Sergeants
Benevolent Association

Ernest Rossano, President
Port Authority Police Superior
Officers Association

Frank Carlomagno, President
Port Authority Detectives
Endowment Association

Gentlemen:

This is to advise you that the coverage afforded by the Section in each of the Memoranda of Agreement executed this date with your respective Associations, entitled "Indemnification and Defense Against Civil Liability", is not limited to activities occurring while the police employee is actually on duty performing services for which he is being compensated by the Port Authority, provided the activities are otherwise covered by the terms of that provision.

Very truly yours,

Dwight D. Darcy
Principal Attorney

This letter is not subject to the grievance-arbitration procedure of the Memorandum of Agreement"

THE PORT AUTHORITY

October 16, 1992

Lieutenant Louis Echavarria, Jr.
President, Port Authority Police
Superior Officers Association
282 1st Avenue
Massapequa Park, New York 11762

Sergeant Gennaro Aprile
President, Port Authority Police
Sergeants Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

Detective Garvin Bacchus
President, Port Authority
Detectives Endowment Association
JFK Airport Station
P.O. Box 406
Jamaica, New York 114430-0406

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, N.J. 07632-0602

RE: Settlement of Holiday Pay Grievance

Gentlemen:

The following represents full settlement of Grievance Numbers 12P-86 and 16L-86 which deal with the proration of holidays and payment thereof upon death or retirement of an individual in good standing. Particular to these grievances are P.O. Malvey and Lt. R. Prior. However, this settlement will be acknowledged by all unions to provide consistency of payment and to preclude any subsequent grievances on this subject.

The parties agree that, with respect to the computation of the allowance attributable to holidays to be granted to a unionized police employee in good standing who is separated for such reasons as reduction in force, death or retirement, the proration shall be based on the number of RDO's remaining in the individual's schedule as of the date of separation with the last 12 RDO's to be attributable to holidays to be paid on separation.

For example, an individual with 10 RDO's remaining in his/her schedule as of the date of separation shall be credited with 10 days attributable to holidays to be paid upon separation. An individual who has received his/her entire allotment of RDO's as of the date of separation shall not be credited with any days attributable to holidays, to be paid upon separation.

This settlement is not intended to alter in any way the method of payment for vacation upon separation. Namely, individuals shall continue to receive payment for unused vacation in the year of separation in accordance with Appendix D of the respective Memoranda of Agreement.

This agreement is contingent upon acceptance by the PBA, SBA, DEA and SOA of this method of proration in light of the fact that all four organizations have the same language in their agreements with respect to this item.

Sincerely,

Gerald R. Drasheff, Manager
Police Planning and
Administration

Agree:

Lt. Louis Echavarria, Jr., President
Superior Officers Association

Date: January 7, 1993

Sgt. Gennaro Aprile, President
Sergeants Benevolent Association

Date: Oct 16, 1992

Det. Garvin Bacchus, President
Detectives Endowment Association

Date: Oct 16, 1992

P.O. Gus Danese, President
Police Benevolent Association

Date: 10-27-92

THE PORT AUTHORITY OF NY & NJ

POLICE HEADQUARTERS
PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NJ 07310

April 4, 2005

Detective Richard Masella, President
Port Authority Detectives Endowment
Association
P.O. Box 2208
South Station
Newark, NJ 07114

Dear Detective Masella:

It is hereby agreed by and between the parties that any and all references to Port Authority Personnel Director in Appendix F and the attachments thereto in the Memorandum of Agreement shall be modified and supplemented to include the following: "or his/her successor in responsibilities".

Very truly yours,

Michael P. Valenti
Deputy Chief
Chief of Staff

Concur:

Date: 04-06-2005

Detective Richard Masella, President
Port Authority Police Detectives
Endowment Association

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

June 26, 1998

Detective Richard Masella
President, Port Authority Police
Detectives Endowment Association, Inc.
JFK Airport Station
P.O. Box 300406
Jamaica, NY 11430-00406

RE: P.A.I. 20-1 DATED 9/70; P.D.I. 2-5 AND 7-1 REVISED DATED 9/81

Dear Detective Masella:

In the event a member of the force conducts himself in a manner which renders him unfit for the responsibilities of a Detective, or conducts himself in a manner which is grossly prejudicial to the best interests of the Port Authority, he may be suspended by the Superintendent of Police.

A member of the force may be suspended on a no pay basis only in accordance with the Drug Testing Policy and Procedures (Appendix M.) or when he is either arrested or indicted by a Grand Jury. In all other situations when a member is suspended he will be on administrative suspension, with pay.

Those members suspended without pay, and administratively suspended with pay, are to be guided by the practices contained in the referenced P.A.I. and P.D.I.'s, as modified by the Memorandum of Agreement.

Sincerely,

Joseph Morris
Deputy Inspector
Labor Relations Unit
Public Safety Department

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
LABOR RELATIONS DEPARTMENT

3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102

(973) 792-3580
(973) 792-3596 FAX

March 31, 2005

Mr. Richard Masella
President
Port Authority Detective's Endowment Association
P.O. Box 2208 South Station
Newark, NJ 07114

Dear Mr.Masella:

In connection with the Memorandum of Agreement between the Port Authority of New York and New Jersey (Port Authority) and the Detective's Endowment Association, the parties agree that the continued inclusion of PDI's as documents annexed to the Memorandum of Agreement is without prejudice to any argument which either party may make in any Arbitration and/or Improper Practice proceeding concerning the issuance by the Port Authority of Police Operations Instructions (POI's).

Any PDI(s) annexed to the Memorandum of Agreement shall remain in effect until such PDI(s) are removed as a result of negotiations or mutual concurrence of the parties or as a result of a determination by an arbitrator or by the Port Authority Labor Relations Panel that the Port Authority had the right to modify or remove such PDI(s).

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

CONCURRED:
Richard Masella, President
Detective's Endowment Association

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
LABOR RELATIONS DEPARTMENT
3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102
(973) 792-3580
(973) 792-3596 FAX

March 3, 2005

Detective Richard Masella
President, Port Authority Police
Detectives Endowment Association
P.O. Box 2208-South Station
Newark, NJ 07114

Dear Detective Masella:

Effective immediately, the Port Authority Police Detectives Endowment Association is able to elect health coverage for a same-sex domestic partner as an eligible dependent. This coverage will be under the same terms and conditions as management employees. Employees seeking information on how to enroll your same-sex domestic partner under the Port Authority's group health plans should contact Employee Benefits at 212-435-2870.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
LABOR RELATIONS DEPARTMENT
3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102
(973) 792-3580
(973) 792-3596 FAX

March 21, 2005

Detective Richard Masella, President
Port Authority Detective's Endowment Association
P.O. Box 2208 South Station
Newark, NJ 07114

Dear Detective Masella:

This letter responds to your request for assurances with respect to the unit work of Port Authority Police Detectives in light of the provisions of the Job Specification No. 2600 for the classification of Police Officer. That Job Specification is published in the Memorandum of Agreement between the Port Authority and the Port Authority Police Benevolent Association as Document "A" on pages 212 through 214.

Your specific concern relates to Document "A" - Section 5.d. of the aforementioned Job Specification states:

> d. Performs plainclothes operations, including Tactical Patrol/anti-crime unit operations currently and heretofore performed by Police Officers. Assists in investigations.

Job Specification 2600 was revised June 2004 to incorporate this new language only to illustrate that under the terms of the Transfer of Unit Work Waiver contained in the Transfer of Unit Work clause of the PA/DEA Memorandum of Agreement, Police Officers, as well as personnel in other police negotiating units, are allowed to "assist in investigations" but may do so only under conditions which are consistent with and in accordance to the terms set forth in the aforementioned Transfer of Unit Work Waiver.

Please be advised that nothing in the foregoing Job Specification is to be construed in any way to effect a transfer of unit work of any Port Authority Detective.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

cc: Patrick Rooney, Esq.
William Morrison, Esq.
Gus Danese

THE PORT AUTHORITY OF NY & NJ

Rosetta A. Jannotto
Deputy Director
Human Resources Department

March 15, 2005

Richard Masella, President
Port Authority Detectives Endowment Association

Dear Detective Masella:

Based on the United States Department of Labor revisions to the federal Fair Labor Standards Act (FLSA) regulations that became effective August 23, 2004, and after discussion with you on this matter, it has been concluded that Port Authority Detectives can no longer be treated as exempt from the overtime provisions of the FLSA. We believe that the implementation of this change can be effectuated by May 1, 2005.

Sincerely,

Rosetta A. Jannotto

Rosetta A. Jannotto
Deputy Director
Human Resources Department

cc: L. LaCapra
W. Morrison
P. Rooney
P. Segalini
J. Tobia

225 Park Avenue South, 10th Floor
New York, NY 10003
T: 212 435 2860

In the Matter of

Port Authority Police Benevolent Association, Inc., CHARGING PARTY,	CASE NO. IP 96-3 (PBA)
Port Authority Police Sergeants Benevolent Association, CHARGING PARTY,	CASE NO. IP 96-4 (SBA)
Port Authority Police Detectives Endowment Association, CHARGING PARTY,	CASE NO. IP 96-5 (DEA)
Port Authority Police Lieutenants Benevolent Association, CHARGING PARTY,	CASE NO. IP 96-6 (LBA)
Union of Automotive Technicians, CHARGING PARTY,	CASE NO. IP 96-7 (UOAT)
- against -	
The Port Authority of New York and New Jersey, RESPONDENT.	

Port Authority Police Lieutenants Benevolent Association, CHARGING PARTY,	CASE NO. IP 98-22 (LBA)
Union of Automotive Technicians, CHARGING PARTY,	CASE NO. IP 98-23 (UOAT)
Port Authority Police Detectives Endowment Association, CHARGING PARTY,	CASE NO. IP 98-24 (DEA)
Port Authority Police Sergeants Benevolent Association, CHARGING PARTY,	CASE NO. IP 98-25 (SBA)
Port Authority Police Benevolent Association, Inc., CHARGING PARTY,	CASE NO. IP 99-3 (PBA)
- against -	
The Port Authority of New York and New Jersey, RESPONDENT.	

STIPULATION OF SETTLEMENT

BACKGROUND

On or about February 2, 1996, the Port Authority Police Benevolent Association, Inc. ("PBA"), the Sergeants Benevolent Association ("SBA"), the Detectives Endowment Association ("DEA"), the Lieutenants Benevolent Association ("LBA"), and the Union of Automotive Technicians ("UOAT") filed charges of alleged improper practice under §XI(A)(d) of the Port Authority Labor Relations Instruction concerning the alleged unilateral elimination of an alleged past practice "... by failing to hold the annual Port Service Club Luncheon in 1995." These Charges (denoted, respectively, IP 96-3, IP 96-4, IP 96-5, IP 96-6, and IP 96-7) are identical in all material respects and were consolidated for hearing before Panel-appointed Hearing Officer Daniel Brent on September 16, and September 28, 1998.

On or about December 22, 1998, the LBA, the UOAT, the DEA, and the SBA again filed charges of alleged improper practice under §XI(A)(d) of the Port Authority Labor Relations Instruction. These new Charges (denoted, respectively, IP 98-22, IP 98-23, IP 98-24, and IP 98-25) are identical in all material respects and allege that "... the [Port Authority] violated the [Port Authority Labor Relations] Instruction, the Past Practices clause contained in the Memorandum of Agreement, and the Panel's Final Decision and Order in IP 91-28 .." when the Port Authority failed to negotiate concerning the Port Service Club Luncheon in 1998. On February 12, 1999, the PBA filed its own Charge concerning this matter (denoted

IP 99-3) and was joined to the consolidated proceeding before Panel-appointed Hearing Officer Irwin Kaplan.

NOW THEREFORE, THE PARTIES HERETO, having had the opportunity to consider the matter and desiring to resolve the dispute between them and in full satisfaction of all claims directly and/or indirectly arising out of any or all of the above-captioned Charges, **AGREE AS FOLLOWS:**

1. The Port Service Club Luncheon shall be, and hereby is, abolished as a benefit or term or condition of employment effective upon execution of this agreement for each and all of the members of the negotiating units represented by the Charging Parties hereto, and each and all of Charging Parties renounce any claim of right to continuation of same by the Port Authority;

2. The Service Awards Program (whereby the Port Authority gives a Service Award to employees upon the attainment of every fifth year of service - i.e., their 5th, 10th, 15th, 20th, etc. anniversaries of employment) shall be continued for those employees in the bargaining-units represented by the Charging Parties except that, commencing January 1, 2000, the Service Awards Program shall be eliminated with respect to any employee who has attained 25 years or more service. There shall be no further diminishment in the Service Awards program or in the value of the Service Awards given to employees at the attainment of the 5th, 10th, 15th, and 20th year of service;

3. In light of the elimination of benefits as described in ¶¶1 and 2, above, each employee in any of the negotiating units represented by the Charging Parties who has, on or after January 1, 2000, attained 25 years or more service with the Port Authority shall be granted one (1) additional vacation day annually, to be taken pursuant to the applicable Memorandum of Agreement;

4. The Charging Parties hereby agree to release the Port Authority, its officers, agents, and/or assigns from any and all claims arising directly or indirectly out of this matter up until the date of execution of this Stipulation of Settlement; and the Charging Parties further agree to withdraw, with prejudice, each and all of the above-captioned Charges except that the Port Authority Employment Relations Panel shall have exclusive jurisdiction to hear any further future Charge which alleges a violation of this Stipulation;

5. In consideration of the foregoing release, the Port Authority agrees to remit the total sum of $31,000.00 as attorneys fees and expenses. This remittance shall be made to the Sergeants Benevolent Association as agent of the Charging Parties and designated by all of them jointly to receive such amounts as their escrow agent/fiduciary;

6. By execution of this agreement the Port Authority neither admits nor denies that its actions in this matter constitute a violation of the Port Authority Labor Relations Instruction or any Memorandum of

Agreement it has with any of the Charging Parties hereto; and

7. The parties further agree that they have entered this agreement for purposes of resolving the each and all of the disputes now extant between them concerning the Port Service Club and, except as provided in ¶4 above, this Stipulation shall not be cited as precedent in any future proceeding between them.

DATED: 5/24/99

FOR THE POLICE BENEVOLENT ASSOCIATION, INC.

FOR THE SERGEANTS BENEVOLENT ASSOCIATION

FOR THE LIEUTENANTS BENEVOLENT ASSOCIATION

FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

FOR THE DETECTIVES ENDOWMENT ASSOCIATION

FOR THE UNION OF AUTOMOTIVE TECHNICIANS

MEDICAL HEARING

Effective with the execution of this Memorandum of Agreement, hearings arising under PAI 20-1.09, Removal of an Employee for Mental or Physical Disability, Revised September 30, 1970, will take place pursuant to Step Three of Appendix G of this Memorandum of Agreement, instead of a three-member Board appointed by the Executive Director. The sole issue before the arbitrator shall be "whether the employee is mentally or physically incapable of preforming his duties" and no authority is granted herein to consider any other issue arising under this Memorandum of Agreement or otherwise applicable state or federal law. The decision of the arbitrator shall be final and binding upon the Association, the employee and the Port Authority.

THE PORT AUTHORITY OF NY & NJ

POLICE HEADQUARTERS
PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NEW JERSEY 07310

August 10, 2001

Detective Richard Masella,
President, Port Authority Police
Detectives Endowment Association, Inc.
J.F.K. Airport Station
P.O. Box 300406
Jamaica, NY 11430-0406

RE: DEA IMPROPER PRACTICE CHARGE NO. IP-01-10

Dear Detective Masella:

This letter will memorialize the parties resolution of the above-entitled action.

Scheduling for Detectives on Election Day, Christmas Eve Day (12-24) and the day after Christmas Day (12-26) shall be as set forth herein.

Election Day – All Detectives shall work in accordance with their respective work charts and in lieu of an Election Day RDO/Holiday the Detectives shall be scheduled as follows:

December 24 (12/24) – Detectives scheduled to work the midnight tour (11x7) [1]and the day tour (7x3) shall work in accordance with their respective work chart schedules. Detectives scheduled to work the afternoon tour (3x11) shall be scheduled as RDO/Holiday. If a Detective on the afternoon tour (3x11) is in accordance with his work chart already scheduled for an RDO the Detective shall be scheduled an additional RDO following his/her regularly scheduled RDO's.

December 26 (12-26) – Detectives scheduled to work the midnight tour (11x7) [2]and day tour (7x3) in accordance with their respective work chart schedules shall be RDO/Holiday. Detectives scheduled to work in accordance with their respective work chart schedule on the afternoon tour (3x11) shall work as scheduled. If a Detective on the midnight tour (11x7) or the day tour (7x3) is in accordance with his work chart already scheduled for an RDO the Detective shall be scheduled an additional RDO following his/her regularly scheduled RDO.

If you concur with the above please sign below and return one original to this office.

Sincerely,

Laurie J. Fornabai, Manager
Police Labor Relations/
Administration

Concur:

Date: 8-10-2001

Detective Richard Masella
President, Port Authority Police
Detectives Endowment Association, Inc.

[1] Midnight Tour begins at 11:00 PM on December 23.
[2] Midnight Tour begins at 11:00 pm on December 25.

MEMORANDUM OF AGREEMENT

BETWEEN

THE PORT AUTHORITY
NEW YORK AND NEW JERSEY

AND

Port Authority Maintenance Supervisors Association

USWU, IUJAT - LOCAL 111M

Bernard F. Rebecchi, President
Frank A. Minervini, Vice President
Neil Kennedy, Treasurer
Herbert Borrelli, Recording Secretary
William Morrison, General Counsel

January 1, 2003 - December 31, 2007

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MEMORANDUM OF AGREEMENT

Memorandum of Agreement executed this 6th day of December 2006 between The Port Authority of New York and New Jersey (the "Port Authority") and United Service Workers Union - International Union of Journeymen and Allied Trades (USWU -IUJAT) Local Union 111M, Port Authority Maintenance Supervisors Association ("PAMSA").

PREAMBLE

WHEREAS, the Port Authority and PAMSA have negotiated with respect to wages, hours and terms and conditions of employment and other matters relating to the employment of Maintenance Supervisors.

WHEREAS, this Memorandum of Agreement is entered into pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction.

NOW THEREFORE, it is agreed as follows:

I. RECOGNITION

A. The Port Authority and PAMSA entered into a voluntary recognition agreement on behalf of the Port Authority Maintenance Supervisors on September 23, 2002.

B. The term Maintenance Supervisors shall mean all persons employed in the positions described in Port Authority Job Specifications listed in the September 23, 2002 notice as set forth in Appendix A and any newly created Maintenance Supervisor positions. The term Maintenance Supervisor shall include the plural as well as the singular. Reference to the masculine shall also include the feminine.

C. The Port Authority recognizes PAMSA as the sole and exclusive representative of Maintenance Supervisors for the purpose of collective negotiations with respect to rates of pay, hours of work, and other terms and conditions of employment. During the term of this Memorandum of Agreement, the Port Authority will not enter into a Memorandum of Agreement with any employee organization other than PAMSA with respect to the Maintenance Supervisors covered by this Memorandum of Agreement.

II. PAST PRACTICES - PROTECTION OF EXISTING TERMS AND CONDITIONS CLAUSE

A. Unless a contrary intent is specifically expressed in this Memorandum of Agreement, all practices, procedures and policies governing existing terms and conditions of employment of Maintenance Supervisors which are not specifically enumerated or set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the execution of this Memorandum of Agreement and, during the term of this Memorandum of Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, statute or otherwise and governing an existing term and condition of

employment shall not be limited, restricted, impaired, removed or abolished unilaterally.

B. A charge or complaint that the Port Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term or condition of employment which is not specifically enumerated or set forth in this Memorandum of Agreement shall not be subject to or processed through the Grievance Arbitration Procedure as set forth in Section XXVII of this Memorandum of Agreement.

C. Nothing herein shall be deemed or construed to waive any rights of PAMSA or any Maintenance Supervisor under any Port Authority Labor Relations Instruction in effect during the term of this Memorandum of Agreement.

III. SALARY RANGES

The salary ranges for Maintenance Supervisors will be as shown on the schedule set forth in Appendix B.

IV. LONGEVITY

A. Commencing on January 1, 2003, the longevity allowance for Maintenance Supervisors employees will be as shown on the schedule set forth in Appendix C.

1 % after the completion of 8 years of Port Authority service

1.5% after the completion of 10 years of Port Authority service

3% after the completion of 15 years of Port Authority service

4% after the completion of 20 years of Port Authority service

5% after the completion of 25 years of Port Authority service and thereafter.

B. Longevity allowance will be paid to the employee at one (1) of the rates set forth in Paragraph A. above effective in the bi-weekly pay period beginning January 1, 2003, or the bi-weekly pay period in which the Maintenance Supervisor completes the stipulated number of years of Port Authority Service.

V. SHIFT AND WEEKEND DIFFERENTIALS

A. Weekday shift differentials for the afternoon and night shifts will be five (5%) percent of the hourly base pay as set forth in Appendix B.

B. Saturday weekend differential for all shifts will be fifteen (15%) percent of the base hourly pay as set forth in Appendix B.

C. Sunday weekend differential for all shifts will be twenty-five (25%) percent of the base hourly pay as set forth in Appendix B.

D. Maintenance Supervisors will be eligible for holiday premiums in addition to any shift or weekend differentials. Except as provided by applicable law, no shift or weekend differentials will be earned for any hours for which an employee is compensated at overtime rates.

VI. SCHEDULE CHANGE PREMIUM

A. Whenever a change which affects either the starting time of a shift or the shift itself is made with less than thirty (30) days notice the Maintenance Supervisor shall be paid (1) Schedule Change Premium equal to four (4) hours of base pay, when the change affects only one (1) day within the thirty (30) day period, or two (2) SCPs when the change affects two (2) or more days within the thirty (30) day period. Any payment of a SCP is in addition to the employee's regular salary and any overtime, shift differentials or holiday work premiums to which the employee may be entitled.

B. If a change of the employee's normal work schedule is canceled with less than forty-eight (48) hours notice before it would be effective, that employee receives one (1) SCP regardless of whether the cancellation applies to more than one (1) shift.

C. Schedule Change Premiums are not payable for early call-ins where the hours of additional work are contiguous to the employee's posted shift. For example, an employee who is scheduled to work from 8 a.m. to 4 p.m. and is called in to start at 6 a.m. and finish at 4 p.m. will earn two (2) hours of overtime but will not receive a SCP. However, when overtime work in excess of five and one-half (5 ½) hours is performed by an employee who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four (4) consecutive hours off before the employee starts his next normal shift. For example, if the employee works from midnight until 6 a.m. and is scheduled to work the 8 a.m. to 4 p.m. shift, that employee receives two (2) hours of excused time and starts his shift at 10 a.m.

D. The SCP should ordinarily be paid in the pay period in which it is earned but not later than the following pay period.

E. A Maintenance Supervisor's normal work schedule may be changed when a posted snow emergency work schedule is put into effect without payment of a Schedule Change Premium.

VII. OVERTIME

A. Work day hours in excess of eight (8) hours at straight time rates shall be paid at overtime rates computed at the rate of one and one-half (1½) times the

Maintenance Supervisors hourly rate of pay as obtained by dividing by eighty (80) the total base bi-weekly salary payable to a Maintenance Supervisor as set forth in Appendix B.

B. A Maintenance Supervisor required to work on a scheduled day off will be guaranteed four (4) hours work at overtime rates. If such Maintenance Supervisor works more than four (4) hours on such a scheduled day off, that Supervisor shall receive payment at overtime rates for all time worked.

C. Maintenance Supervisors who work an additional hour during a shift due to the annual change from daylight savings time to standard time will be compensated for such additional hour at overtime rates. Maintenance Supervisors who work an hour less on a shift due to the annual change from standard time to daylight savings time will have the option to leave at the conclusion of the abbreviated shift and be charged one (1) hour compensatory time, or, remain and work a full eight (8) hours.

VIII. ON CALL PAYMENT

Consistent with the concept of "on call" payment as provided for under the Fair Labor Standards Act (FLSA), Maintenance Supervisors placed on an "on call" status by the Facility Manager and/or his designee will receive one (1) hour of pay at his overtime rate of pay for each eight (8) hour block of time or part thereof. For the purposes of this paragraph, "on call" is defined as an off duty Maintenance Supervisor being responsible to respond to and resolve off-hour calls. If required to report to work, overtime payment in accordance with Section VII, Overtime, of this Memorandum of Agreement shall be made in addition to the "on call" payment enumerated herein.

IX. HEALTH BENEFITS

A. Health Benefits

1. The Port Authority previously provided Group Health Insurance (i.e., hospitalization, surgical/medical and major medical benefits) for each active employee, including eligible dependent coverage, identical to the Group Health Insurance provided by Blue Cross and Blue Shield of Greater New York group contract No. GC-1743 in effect as of July 26, 1987 and Prudential Insurance Company of America, Inc. Group Policy No. G-14910 in effect for managerial employees as of July 26, 1987. The Port Authority paid for each enrolled active member including his eligible dependents the full costs of such insurance. The Port Authority had the option to change the provider of

such insurance provided the replacement coverage was no less than that provided for immediately above.

2. Effective January 1, 1999, all Maintenance Supervisors enrolled in a Health Maintenance Organization (HMO) Insurance Plan were given the option to remain in the HMO Insurance Plan or enroll in the Preferred Provider Organization (PPO) Plan, provided by United Healthcare Group #197512, in effect for managerial employees as of September 1, 1998.

3. All Maintenance Supervisors, except those opting to remain enrolled in a HMO Insurance Plan as set forth in the immediately preceding paragraph, were provided with Group Health Insurance (i.e., hospitalization, surgical/medical and major medical benefits), including eligible dependent coverage in the Preferred Provider Organization (PPO) Plan, provided by United Healthcare Group #197512, in effect for managerial employees as of September 1, 1998.

4. Maintenance Supervisors whose employment commenced on or after January 1, 1999 are not eligible to enroll in the HMO Insurance Plan(s) described above.

5. The Port Authority will pay for each enrolled active Maintenance Supervisor and his eligible dependents the full cost of the insurance provided in the preceding paragraphs.

B. The Port Authority shall provide each active Maintenance Supervisor and his eligible dependents with the Prescription Drug Plan (National Prescription Administrators - Port Sponsor #1395, now being administered by Express Scripts) provided by the Port Authority to managerial employees as of November 1, 1997 and such plan shall be the sole and exclusive prescription drug benefit provided to active Maintenance Supervisors. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided for immediately above. The Port Authority will pay for each enrolled active Maintenance Supervisor and his eligible dependents the full costs of such plan.

C. The Port Authority shall provide each active Maintenance Supervisor and his eligible dependents with the Vision Care Plan (National Vision Administrator-Port Sponsor # 1007) provided by the Port Authority to managerial employees as of January 1, 1998 and such plan shall be the sole and exclusive vision care benefit provided to active Maintenance Supervisors and their eligible dependents. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage

which is to be provided shall be no less than that provided for immediately above. The Port Authority will pay for each enrolled active Maintenance Supervisor and his eligible dependents the full costs of such plan.

D. The term " costs" as used in paragraphs A., B., C. and E. of this Section shall mean the full cost of such benefits, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

E. During the term of this Memorandum of Agreement, the Port Authority will pay the full costs of providing Port Authority Group Health Insurance for retired Maintenance Supervisors, including their eligible dependents, who at the time of their retirement were provided coverage under the Port Authority Group Health Insurance Program, except that employees may not continue coverage upon retirement in an HMO Insurance Plan. All employees upon retirement shall be provided with Group Health Insurance coverage, including eligible dependent(s) coverage under the PPO currently provided by United Healthcare as more fully described herein. The Port Authority will also continue to pay the full cost of providing the prescription drug plan enumerated in paragraph B., and the vision care benefit enumerated in paragraph C. of this Section for Maintenance Supervisors, including eligible dependent(s). The benefits available to any such retired Maintenance Supervisor, including eligible dependents, shall be those applicable to him at the time of his retirement. In the event of a retiree's death, the surviving spouse will continue to have the same coverage elected by the retiree for life or until remarriage. In addition, any eligible dependent children will continue to have the same coverage until the end of the calendar year in which they turn age nineteen (19). Coverage for dependent children may be continued until the end of the calendar year in which they turn age twenty-six (26), provided they are not married, they are a full-time student and they are dependent upon the employee's spouse for support.

F. Maintenance Supervisors who retire on or after July 1, 2000 will also be fully reimbursed annually for Medicare Part B premiums for themselves and their spouse at age 65 and thereafter. However spouses will only be reimbursed for Medicare Part B premiums after the retiree turns age 65.

G. Maintenance Supervisors may elect healthcare coverage for a same-sex domestic partner as an eligible dependent. This coverage will be under the same terms and conditions as management employees as set for in Appendix D.

H. A copy of any insurance contract (s), insurance policy (ies), prescription plan(s), vision plan(s) and riders, if any, covering Maintenance Supervisors including the policy number thereof, and the costs per month of the Port Authority of such insurance policy (ies) or plan(s) shall be made available to the designated PAMSA

representatives when such insurance policy (ies), plan(s), riders and costs have been finally formulated.

I. Within one hundred twenty (120) days from the date of execution of this Memorandum of Agreement, the Port Authority shall provide Summary Plan Descriptions (SPD's) describing health care benefit coverages under the Preferred Provider Organization Plan (PPO) currently provided by United HealthCare #19752. Such SPD's shall be provided to each Maintenance Supervisor as applicable and with a copy of each plan to PAMSA. A Maintenance Supervisor enrolled in a HMO Insurance Plan may request a SPD directly from the HMO. If the SPD is not received from the HMO, the Human Resources Department will intercede on behalf of the Maintenance Supervisor to obtain the SPD. A copy of the SPD provided to the Maintenance Supervisor will also be provided to PAMSA.

J. The term "Health Benefits", "Health Insurance" or "Health" whenever referred to in this Memorandum of Agreement, shall be deemed to include medical insurance, prescription drug plan benefits, and vision care benefits.

X. <u>DENTAL INSURANCE</u>

A. The Port Authority shall provide Group Dental Insurance to all active Maintenance Supervisors, and their eligible dependents, whose Port Authority employment commenced prior to July 1, 2000, identical to the Group Dental Insurance provided by Prudential Insurance Company of America Inc. Group Contract # 14910 in effect for managerial employees as of January 1, 1985 including improvements to such dental insurance as enumerated in Paragraphs 1 through 4 below, and are now being provided by Metropolitan Life Insurance Company (Met Life) Group # 302043 in effect for Maintenance Supervisors as of October 1, 2003. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided for immediately above. The Port Authority will pay for each enrolled active Maintenance Supervisor and his eligible dependents the full costs of such plan.

1. Sealant coverage for permanent molars will be reimbursed at 100% of reasonable and customary costs (one applicable per tooth every thirty-six months) excluding deductibles. Such coverage shall exist for dependent children up to age nineteen (19).
2. "Preventive dental services" are defined as oral examinations, cleaning, x-rays and fluoride applications. Effective January 1, 2001, employees shall be reimbursed at 100% of reasonable and customary costs for these services, subject to the following limits: Cleaning and oral exams for four (4) visits per year per person; Fluoride treatments (for dependent children up to age

nineteen (19) not more than twice per calendar year; full mouth x-rays once per three (3) calendar years; bitewing x-rays twice per calendar year.

3. Orthodontic services will be reimbursed at 80% of reasonable and customary costs up to a two thousand dollar ($2,000) lifetime benefit per Maintenance Supervisor and each eligible dependent.

4. Effective January 1, 2001, dental implants shall be reimbursed at 80% of reasonable and customary costs (after satisfaction of individual/family deductible amounts).

B. The Port Authority shall provide Group Dental Insurance to all active Maintenance Supervisors and their eligible dependents, whose Port Authority employment commenced on or after July 1, 2000, identical to the Group Dental Insurance provided by Prudential Insurance Company of America Inc. Group Contract #14910 in effect for managerial employees as of January 1, 1985, including improvements to such dental insurance as enumerated in paragraph A. above, and now being provided by Metropolitan Life Insurance Company (Met Life) Group #302403 in effect for Maintenance Supervisors as of October 1, 2003, except that the annual maximum benefit per covered person for Restorative Services shall be limited to $2,000. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided for immediately above. The Port Authority will pay for each enrolled active member and his eligible dependents the full costs of such plan.

C. As an alternative to the Group Dental Insurance, Maintenance Supervisors may enroll in the Dent-Care Plan, including their eligible dependents, on the same terms and on the same basis as managerial employees with benefits no less than that provided to managerial employees. The Port Authority will pay for each active Maintenance Supervisor and his eligible dependents the full premium costs of such insurance. Maintenance Supervisors may elect to change dental coverage from Dent-Care to Met Life or Met Life to Dent-Care at any time upon written request from the Maintenance Supervisor.

D. During the term of this Memorandum of Agreement, Maintenance Supervisors retiring on or after July 1, 1996 with twenty-five (25) years or more of Port Authority service shall be permitted to carry the Group Dental Insurance or the Dent-Care Plan, set forth in paragraphs A., B. and C., hereof, as the case may be, into retirement, with the Port Authority paying the full cost of insurance now being provided by Metropolitan Life Insurance as more specifically set forth in Paragraphs A and B above, and the Port Authority paying the full premium cost of the Dent Care Plan as more specifically set forth in paragraph C, above. Effective July 1, 1996 Maintenance Supervisors retiring with less than twenty-five (25) years of Port Authority service will be required to contribute fifty per cent (50%) of the retiree

costs of providing the Group Dental Insurance as set forth in Paragraphs A. and B. above. Retiree costs shall mean the cost of such benefit at the rate or rates applicable to retired Port Authority managerial and professional employees, as shall from time to time be in effect during the employee's period of retirement.

If a Maintenance Supervisor with less than twenty-five (25) years of service elects to carry the Dent-Care Plan into retirement the Port Authority will pay the full costs thereof.

E. In the event a Maintenance Supervisor has opted to carry the Group Dental Insurance Plan or the Dent-Care Plan set forth in paragraphs A., B. and C. above, into retirement, the Port Authority will pay either one hundred percent (100%) of the costs, or fifty percent (50%) of the retiree costs thereof as set forth in paragraph D. above, and the benefits available to any such retired Maintenance Supervisor and his eligible dependents shall be those applicable to him at the time of his retirement. If the Port Authority, in its sole discretion, chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided under the above plan(s) in effect as of the date of execution of this Memorandum of Agreement. If the Port Authority does choose to change providers for the above insurance plan(s), then the Port Authority will continue to pay either one hundred percent (100%) of the costs or fifty percent (50%) of the retiree costs of such plan or plans as set forth in paragraph D, above, throughout the Maintenance Supervisors retirement and the benefits available to any such retired Maintenance Supervisor and his eligible dependents shall be those applicable to him at the time of his retirement.

F. A copy of the Port Authority Group Dental Insurance policy and riders, if any, and the Dent-Care plan contract covering Maintenance Supervisors, including the number thereof, and the costs per month to the Port Authority for such Group Dental Insurance or Dent-Care plans, shall be made available to the designated PAMSA representative when such policy, riders or contract, and costs have been finally formulated. Printed materials describing benefits shall continue to be provided upon request by the Maintenance Supervisor and shall describe any Plan changes.

G. As used herein, the term " costs" and/or "premium costs", shall mean the full cost of such benefit, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

XI. <u>LIFE INSURANCE</u>

A. During the term of this Memorandum of Agreement, the Port Authority will provide Group Life Insurance for active Maintenance Supervisors identical to the insurance provided by the Prudential Insurance Company of America, Inc. group term life

insurance policy numbered G-10493, in effect as of April 4, 1976. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay the full premium costs of the Port Authority Group Life Insurance coverage for each active Maintenance Supervisor hired before February 1, 1993 in an amount equal to three (3) times his base annual salary. Maintenance Supervisors hired on or after February 1, 1993 will be provided with the Port Authority Group Term Life Insurance coverage in an amount equal to one (1) time his base annual salary with the Port Authority paying the full premium costs. Maintenance Supervisors hired on or after February 1, 1993 will have the option to purchase up to an additional two (2) times his base annual salary at his own expense. The Maintenance Supervisor may exercise this option at any time prior to retirement. The Maintenance Supervisor is required to pay the premium costs for the additional insurance coverage at group rates. The term "base annual salary" as used in this Section shall mean the base annual salary of the Maintenance Supervisor during the term of this Memorandum of Agreement as set forth in Appendix B, adjusted to the next highest multiple of $1,000. With each change in base salary for a Maintenance Supervisor under the Group Policy, his Group Life Insurance coverage will be adjusted accordingly.

B. Each Maintenance Supervisor shall have the option upon retirement to continue coverage under the Port Authority Extended Group Life Insurance up to the amount of such coverage currently in effect at the time of his retirement as more specifically set forth herein. Maintenance Supervisors retiring on or after July 1, 1996 who have twenty-five (25) or more years of Port Authority service will be eligible to continue their group life insurance with no required contributions. Maintenance Supervisors retiring with less than twenty-five (25) years of Port Authority service will be eligible to continue their group life insurance into retirement; however, they will be required to contribute fifty percent (50%) of the premium cost of providing the coverage elected at the rate or rates applicable to retired Port Authority managerial and professional employees as shall from time to time be in effect during the employee's period of retirement.

Maintenance Supervisors hired before July 1, 1988 shall have the option upon retirement to continue Group Life Insurance coverage without change in the amount of said coverage until such Maintenance Supervisor reaches the age of sixty-five (65). Upon reaching the age of sixty five (65), annual reductions of approximately five percent (5%) of the initial retirement coverage amount will begin and continue until age seventy-one (71) at which time the face value of the policy will remain constant at no less than two thirds (2/3) of the amount selected at retirement (one (1), two (2) or three (3) times the base annual salary). If the Maintenance Supervisor

is over age sixty-five (65) at the time of retirement, the amount of life insurance will be adjusted to the reduced retirement benefit for that age.

Maintenance Supervisors hired on or after July 1, 1988 shall have the option upon retirement to continue Group Life Insurance coverage in an amount equal to two percent (2%) of their base annual salary in effect immediately prior to retirement multiplied by the number of full years of Port Authority service, which amount shall not be decreased or subject to annual reductions or age limitations.

C. A copy of the Port Authority Group Life Insurance policy (ies) and rider(s), if any, covering Maintenance Supervisors, including the number thereof, and the costs per month to the Port Authority of such insurance, shall be provided by the Port Authority to the designated PAMSA representative when such policy (ies), riders and costs have been fully formulated. The Port Authority shall provide each Maintenance Supervisor with a life insurance statement annually detailing the benefits and beneficiary designation.

D. As used herein, the term " costs" and/or "premium costs", shall mean the full cost of such benefit, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

E. Additional Group Term Life Insurance

The Port Authority will continue to provide an additional death benefit for Maintenance Supervisors who are Tier 1 members of the New York State and Local Employees' Retirement System (NYSLERS), at least 55 years of age, and have at least 30 years of Port Authority service. Under this Additional Group Term Life Insurance benefit, a beneficiary of a deceased covered Maintenance Supervisor receives a supplement to the NYSLERS death benefit from the Port Authority to approximate NYSLERS Option 1 amount. The Option 1 amount is based on an actuarial valuation of an eligible Maintenance Supervisor's retirement allowance at the time of retirement eligibility (i.e., age 55). Consequently, the amount of this Additional Group Term Life Insurance will vary each year until retirement. The imputed value of this Additional Group Term Life Insurance will appear on the paycheck stub of an eligible Maintenance Supervisor for this benefit (who turn age 55 and have 30 years of Port Authority service). To insure that eligible Maintenance Supervisors realize the true value of this benefit, the Port Authority will pay amounts equal to the taxes on the imputed income, as well as any additional taxes incurred as a result of providing this benefit. Maintenance Supervisors shall be allowed to carry this Additional Group Term Life Insurance benefit into retirement without the declining balance provision of the Extended Port Authority Group Life Insurance Plan as set forth in B above, and without the amounts to cover the taxes paid on the imputed

income. The Port Authority will pay all costs for this Additional Group Term Life Insurance benefit for all eligible active Maintenance Supervisors and for all eligible Maintenance Supervisors who retire on or after January 1, 2002. The term "costs" shall mean all costs established by the Insurer, including any increase in such costs.

XII. VESTED EMPLOYEE COVERAGE PROGRAM

Maintenance Supervisors with more than twenty (20) years of Port Authority service who leave the Port Authority prior to retirement are eligible to participate in the Board of Commissioners (Board) approved Vested Employee Coverage Program as follows:

A. Health, Dental, Vision Care, Prescription and Life Insurance Coverage

1. Eligible Maintenance Supervisors may elect to continue participation in the same specific group health (including hospitalization), dental, vision care, prescription and life insurance plans in which they were enrolled at the time of their separation.

2. The coverage under the health, dental, vision and prescription plans will be that which was in effect pursuant to the terms of the Memorandum of Agreement, in effect on the date of the Maintenance Supervisor's separation.

3. Eligible Maintenance Supervisors may elect the aforesaid coverages for themselves and any eligible dependents who were also covered at the time of their separation, provided such dependents continue to meet the age and relationship requirements in the Port Authority's insurance contracts. If the Maintenance Supervisor chooses to delete an eligible dependent, they may not enroll them at a later date absent a valid life status change event. The Maintenance Supervisor is also eligible to continue participation in the Group Life Insurance Plan in which he is eligible for upon retirement at the time of his separation. The amount of life insurance coverage will be pursuant to the terms of this Memorandum of Agreement, which was in effect on the date of the Maintenance Supervisor's separation.

B. Health, Dental, Vision Care, Prescription and Life Insurance Claims

Once a Maintenance Supervisor has made an election of benefits and while that individual pays contributions for coverage, the Maintenance Supervisor and eligible dependent(s) may continue to file claims as in the past.

C. Costs and/or Premium Costs

1. If an eligible employee elects to participate in the Board Approved Vested Employee Coverage Program, the Maintenance Supervisor is required to pay the full costs and/or full premium costs of the benefits that were elected, at the then current rates applicable to the Port Authority. If in the future the rate or rates change, the cost of the elected benefits will be adjusted. In order to maintain any and all elected coverages under this Plan, the Port Authority will send a quarterly billing statement to the Maintenance Supervisor at the mailing address they provide. The Maintenance Supervisor must remit payment in full within thirty (30) days by mailing a check to the Port Authority Comptrollers Department. Failure to make payments within the prescribed timeframe will result in termination of coverage.

2. When a Maintenance Supervisor becomes eligible to receive a retirement allowance from the Retirement System, his contribution for the costs for continuation of these benefits, if any, will be pursuant to the Memorandum of Agreement in effect on the date of his separation.

XIII. SICK LEAVE

A. The Port Authority provides sick leave for Maintenance Supervisors who may be unable to report for duty because of health or medical reasons to protect the employee from loss of salary in these situations. Maintenance Supervisors are eligible to be paid while on sick leave in accordance with the schedule of allowances identified below:

1. Schedule of Allowances

The following schedule of allowances applies to each separate period of sickness or disability and is based on 8-hour workdays*:

Length of Credited Service	Weeks @ Full Pay	Weeks @ Half Pay
Less than 3 months	None	None
3 months but less than 1 year	1 (5 days)	2 (10 days)
1 year but less than 2 years	2 (10 days)	4 (20 days)
2 years but less than 5 years	4 (20 days)	8 (40 days)
5 years but less than 10 years	8 (40 days)	18 (90 days)
10 years and over	13 (65 days)	39 (195 days)

*i.e., 5 sick days = 40 sick hours

2. Determination of Length of Service

Length of service is determined as follows in computing sick leave allowances:

a) Authorized absence with pay is included.
b) Military leave and sick leave is included.
c) Time on leave of absence in excess of one (1) month is not included.
d) If a Maintenance Supervisor is separated because of reduction in force and is re-employed within one (1) year of the date of separation, service prior to separation is included.
e) If a Maintenance Supervisor is re-employed after separation of more than one (1) year due to reduction in force, or after dismissal or resignation, service prior to such separation, dismissal or resignation is not included.
f) Service as a full-time Port Authority temporary employee is included provided there is no interruption in employment exceeding five (5) calendar days at the time his status is changed to full-time permanent.

B. Compression of Half Pay Weeks of Sick Leave

1. A Maintenance Supervisor whose full pay sick leave allowance has been exhausted may request through his supervisor, compression of half pay weeks of sick leave into full pay weeks. A Department Director considering such a request takes into account the Maintenance Supervisor's length of service (should be ten (10) or more years), performance record and absence record.

2. Where a compression of half pay weeks of sick leave into full pay weeks of sick leave is approved, the Maintenance Supervisor is required to forfeit some vacation leave. The following formula is to be used for compression of half pay weeks to full pay weeks:

$$\frac{\text{Total number of weeks absent}}{52 \text{ weeks}} \times \text{Vacation Allowance} = \text{Number of days to be forfeited in connection with compression of half pay sick days to full pay sick days, rounded to the nearest integer.}$$

C. Administrative Vacation Forfeiture

A department may require a Maintenance Supervisor who is absent thirty (30) or more workdays, excluding IOD, either consecutively or cumulatively in a twelve (12) month period to forfeit all or part of his vacation allowance. The Facility Manager uses his discretion in determining whether to administer vacation forfeiture, taking into consideration the Supervisor's prior absence record and performance. Vacation may be forfeited from the employee's carryover, if any exists, or from the current year's allowance or a combination thereof. Where a decision is made by the Facility Manager to initiate vacation forfeiture, the following formula is used:

Total Sick Days / Total Productive Days*	x	Annual Vacation Allowance =	Number of vacation days to be forfeited

*Total Productive Days as provided by the Financial Services Department.

XIV. INJURY ON DUTY (IOD)

A. Policy

It is Port Authority policy to provide Maintenance Supervisors who suffer an Injury on Duty (IOD) and who are expected to return to duty with a supplemental payment beyond that provided by Worker's Compensation laws for as long as one (1) year up to the amount of their full salary (base and longevity). The one-year period is cumulative for the same injury. Also, this policy provides full pay in cases of short-term absences due to injury on duty of insufficient duration to qualify for Worker's Compensation payments.

B. Definition of a Port Authority IOD

The definition of a Port Authority IOD stated in this Section is narrower than that used in Worker's Compensation Laws.

An injury is classified as an IOD only if it:

1. Is not attributable to a pre-existing medical condition;
2. Did not occur because of a Maintenance Supervisor's negligence and/or misconduct;

3. Occurred while the Maintenance Supervisor was actually on duty, performing his job; and,
4. Is reported prior to the end of the shift in which it occurred or within 24 hours.

A non-physical condition, e.g., stress, is treated as a sick absence.

C. Procedures for Reporting an IOD

1. The Maintenance Supervisor reports the accident to his Supervisor immediately and completes and submits Form PA 360, Employee's Occupational Disease or Injury Report, and contacts the Port Authority Office of Medical Services (OMS) before the end of the shift but no later than 24 hours following the accident. If the severity of the injury renders the Maintenance Supervisor unable to complete Form PA 360, it should be completed by his supervisor, who contacts OMS before the end of the shift but no later than 24 hours following the accident.

2. If the injury is serious, the Maintenance Supervisor should be taken to the nearest medical facility, to a Port Authority medical facility, or may seek treatment from any physician authorized to treat compensation cases. In the latter case, the name and address of the physician should be included on the Form PA 360. If the Maintenance Supervisor is treated by an outside physician, OMS reviews the diagnosis and progress reports and will conduct its own examination at a Port Authority medical facility.

3. If the injury is not serious, the Maintenance Supervisor should report to a Port Authority medical facility the day of the injury or as soon as possible. The Port Authority physician determines if and for how long the employee will be unable to work.

D. IOD/Sick Determination

If the injury will result in lost time, the Facility/Division Manager determines whether to consider it an IOD based on the above standards as set forth in paragraph B. of this Section, and advises the Maintenance Supervisor whether the absence will be classified as sick or IOD.

E. Impact on the Maintenance Supervisor's Attendance Record

1. The first occasion of a documented IOD does not count against the Maintenance Supervisor's sick absence record for purposes of vacation

forfeiture or discipline. Any subsequent time lost due to the IOD is treated as sick absence, unless the return to work was conditionally approved by OMS in which case it is still counted as the first occasion of the IOD absence.

2. A Maintenance Supervisor may be granted up to half of a tour/day, due to the need for medical treatment related to a documented Port Authority IOD, if: (a) the treatment is directly related to the IOD, and (b) the Maintenance Supervisor submits a doctor's note which verifies that the medical treatment is related to a documented Port Authority IOD and the doctor is not available on the Maintenance Supervisor's regular day off or before or after the Maintenance Supervisor's regular tour of duty. This excused absence of up to half of a tour/day will not be included in the compilation of occasions of absence.

3. A Maintenance Supervisor who is absent from duty for more than half a tour/day, due to medical treatment related to a documented Port Authority IOD, will have this absence included in the compilation of occasions.

F. Return to Work Procedures

1. A Maintenance Supervisor who has suffered an IOD, which resulted in lost time from work, may return to work only after examination and approval by OMS. If the Maintenance Supervisor is determined to be medically fit for duty by OMS, the IOD status is ended. If the Maintenance Supervisor is determined by OMS to be capable of returning to work with medical restrictions on the Maintenance Supervisor's work activities, those medical restrictions are noted on the Appointment - Referral and Disposition Report.

2. If OMS imposes a medical restriction, the Maintenance Supervisor's Facility Manager determines whether, despite the restriction, the unit can make use of the Maintenance Supervisor's services in whole or in part, in his job classification. If the unit cannot utilize the Maintenance Supervisor, he is continued on IOD status.

3. If the medical condition is permanent and makes the Maintenance Supervisor unable to perform the essential duties described in his job classification, the Maintenance Supervisor or the Maintenance Supervisor's department must request that the Human Resources Department (HRD) investigate alternative placement to a job for which he is qualified within the limits of the Maintenance Supervisor's medical restriction.

4. If alternate placement is not feasible, Removal of an Employee for Mental or Physical Disability will be instituted in accordance with AP 20-1.09 as set forth in Appendix E.

C. Return to Duty Disagreements

1. In situations in which there is a disagreement between OMS and a Maintenance Supervisor's treating physician concerning whether a) the Maintenance Supervisor is medically fit to return to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return to either full duty or duty under a medical restriction, then OMS shall provide to the Maintenance Supervisor a list of at least three (3) physicians from among whom the Maintenance Supervisor shall promptly make an appointment for the purpose of obtaining a medical opinion on this issue.

2. If the Maintenance Supervisor requests an additional list of at least three (3) physicians, then OMS shall provide an additional list to the Maintenance Supervisor, provided that he makes such request in writing to OMS within three (3) working days of the Maintenance Supervisor's receipt of the first list. The opinion of that physician as to whether a) the Maintenance Supervisor is medically fit to return to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return either to full duty or duty under a medical restriction shall be final and binding on the Port Authority, the Maintenance Supervisor and PAMSA, and shall not be subject to the Grievance Arbitration Procedure as set forth in XXVII of this Memorandum of Agreement.

XV. LONG-TERM DISABILITY PROGRAM

A. Maintenance Supervisors who have a minimum of one (1) year continuous service as a Port Authority employee will be covered by the Port Authority's Long-Term Disability Program created April 24, 1974 for managerial and professional employees, under which a Maintenance Supervisor who is permanently disabled due to a non-job related illness or injury is eligible to receive up to 60% of his annual base pay to age 65 from a combination of sources, including any New York State Employees' Retirement System Ordinary Disability and Social Security Act benefits (and any other relevant payments), with the difference up to the 60% maximum (but no more than 50% of the employee's base salary) to be provided by the Port Authority.

B. As used in this Section, the term "permanently disabled" shall mean physically or mentally incapacitated for the performance of his duties as a Maintenance Supervisor.

C. The Long-Term Disability Program is set forth in Appendix F.

XVI. VACATIONS

A. Vacation Allowance

Annual vacation allowances for Maintenance Supervisors shall be as set forth in paragraphs D.8, D.9 and D.10 below. All vacation days referred to in this Section are based on eight (8) hour workdays.

B. Vacation Exchange

Maintenance Supervisors meeting the Vacation Exchange Program's eligibility criteria have the option to receive payment for a portion of their annual vacation allowance payable in equal amounts in each pay period (Exchange Program). Maintenance Supervisors shall be permitted to participate in the Port Authority's Exchange Program upon the following terms and conditions:

1. Maintenance Supervisors who have no absences due to injury on duty (IOD) or sick leave during the period December 1st through November 30th of the year prior to election may exchange all but ten (10) days of the following year's vacation allowance for bi-weekly cash payments.

2. Maintenance Supervisors who have three (3) or less days of IOD or sick leave absences may exchange up to five (5) days for bi-weekly cash payments.

3. Maintenance Supervisors who utilize the Exchange Program must use at least ten (10) vacation days in any year in which they participate in the Exchange Program.

4. Maintenance Supervisors who wish to exchange vacation days for bi-weekly payments must make an election before the end of the year.

C. Vacation Carryover

Maintenance Supervisors shall be permitted to carryover vacation upon the following terms and conditions:

1. Maintenance Supervisors shall be permitted to carryover a maximum of ten (10) days of their annual vacation allowance, provided they have taken at least ten (10) days of their vacation allowance for that year. The Maintenance Supervisor's Department/Office Director must approve carryover in excess of ten (10) days. There is no restriction on the total maximum carryover accumulation. Upon retirement in good standing, a Maintenance Supervisor shall be paid for such unused carryover vacation in addition to his unused annual vacation allowance for the year of retirement.

2. Except as provided for in Paragraph C.1 above, vacation must be taken in the calendar year in which it is earned, unless approval for carryover of vacation allowance from the year earned to the following calendar year is granted by the Department/Office Director. The Maintenance Supervisor must obtain approval prior to the end of the calendar year in which the vacation is earned.

3. For vacation that starts at the end of a year and extends into the succeeding year, time counted shall be from the year the vacation began.

4. Maintenance Supervisors with more than ten (10) days remaining of their present year's vacation allowance must use the excess days, obtain approval from their Department/Office Director to carry these days over or forfeit them.

D. Operating Rules and Procedures

1. Rules for charging vacation time

a) A Maintenance Supervisor must work at least one (1) day in the new calendar year to earn any of the new year's vacation allowance. Maintenance Supervisors may begin using their allowance in the first pay period of the new payroll year, which may start in December.

b) Vacation days taken in any calendar year shall be charged first against any accrued normal vacation carried over from the prior calendar year, and second against the current year's normal vacation allowance.

c) Paid Port Authority Holidays occurring during a Maintenance Supervisor's vacation period are not deducted as a day of vacation.

d) For Maintenance Supervisors on vacation when excused time is granted for reasons such as national days of mourning, unscheduled holidays, bad weather, power outages, etc., the time is charged as vacation.

2. Computing Length of Service in Connection with Vacation

a) Include:

i) All periods of authorized absence with pay, and military and sick leave with or without pay.

ii) Service as a full-time Port Authority Temporary or Project employee provided there is no interruption in employment exceeding fourteen (14) calendar days at the time the Maintenance Supervisor's status is changed to Permanent.

iii) Service while on an external mobility assignment.

iv) The Maintenance Supervisor's service prior to separation if he is separated because of reduction-in-force (RIF) and is re-employed within one (1) year of the date of separation.

b) Exclude:

i) Leave of Absence in excess of fourteen (14) calendar days, or any unauthorized absence without pay.

ii) A Maintenance Supervisor's prior service if he is re-employed after dismissal or resignation or after a reduction-in-force (RIF) separation of more than one (1) year, unless specifically approved by the Director, Human Resources Department.

3. Vacation in Connection with Sick Leave

a) If a Maintenance Supervisor becomes ill or is injured after starting his scheduled vacation, the period of medical absence during this vacation cannot be charged as Sick Leave unless the Maintenance Supervisor is hospitalized for one (1) day or more while on vacation. Only those days of hospitalization are charged as Sick Leave. A period of medical absence following that scheduled vacation is charged as sick leave.

b) A period of Sick Leave which began before a scheduled vacation should be charged as Sick Leave provided the Maintenance Supervisor returns to work before starting his vacation.

4. Extra Vacation Allowance in Connection with Awards

Holders of Employee Awards shown below will receive the extra vacation allowances indicated each year, beginning in the year in which the medal is awarded. Upon termination, medal holders will receive full value for these vacation days for the calendar year in which the separation occurs unless they are discharged for cause or resign under charges.

Employee Award	Extra Vacation Allowance
The Medal of Honor	3
The Howard S. Cullman Distinguished Service Medal	3
The Robert F. Wagner Distinguished Public Service Medal	2
The Commendation Medal	1

5. Vacation Allowance at Separation

a) A Maintenance Supervisor who is separating in good standing from Port Authority employment with more than nine (9) months of credited service is entitled to the vacation allowance as set forth in paragraph 9. below, plus any unused vacation carried over from the previous calendar year.

Vacation allowance at separation or start of a Leave of Absence (Ordinary, Maternity, Long-Term, Military) will be reduced by any vacation days already taken in the calendar year in which the separation or leave occurs.

If a Maintenance Supervisor has taken vacation days in excess of his allowance, their value is subtracted from the Maintenance Supervisor's last paycheck before the separation or leave. However, if at the time of the separation or leave, vacation has been taken in excess of vacation due in accordance with a published facility or unit vacation schedule, no adjustments in the final paycheck will be made, provided that the Maintenance Supervisor did not initiate a change in his assigned vacation via a mutual swap or special request.

A Maintenance Supervisor beginning a Leave of Absence, excluding Family and Medical Leave, may be required to take the unused portion of his current vacation allowance before the leave begins. A Maintenance Supervisor beginning Family and Medical Leave must deplete all vacation carryover from prior years before converting to an unpaid status. The policies contained in this Memorandum of Agreement pertaining to such leaves shall govern.

A Maintenance Supervisor returning from a Leave of Absence in a calendar year, other than that in which the leave began, will be entitled to a vacation allowance for that calendar year only, as set forth in paragraph 10. below.

b) Regardless of the termination date, a Maintenance Supervisor in good standing who has at least nine (9) months' service and who is separated for such reasons as reduction-in-force (RIF), retirement, or death will be granted his full vacation allowance for the calendar year in which the Maintenance Supervisor's services terminate. Maintenance Supervisors must have been present at work for at least one (1) day during the calendar year for this provision to apply.

c) A Maintenance Supervisor in good standing who is separated for any reason before the completion of nine (9) months' service, and all employees who are discharged for cause are not eligible for any vacation allowance, including vacation carryover, during the year of separation. Adjustments in the final paycheck will be made in such cases for any vacation already taken in the calendar year.

6. Vacation Scheduling

a) Provisions should be made for scheduling vacations throughout the calendar year. Maintenance Supervisor's picking vacations will do so in maximum periods of two (2) consecutive work weeks in order of their Port Authority seniority within a Class Title or work group, except that for the purpose of this paragraph PAMSA Executive Board members, Trustees and Facility Delegates shall be deemed to have the highest Port Authority seniority (super seniority) for vacation selection purposes.

b) Pending the supervisor's approval Maintenance Supervisors entitled to fifteen (15) or more days of vacation wishing to take it all in a single

period will do so in Port Authority seniority order within each classification in a work group.

c) In the calendar year 2000, twenty-four (24) hours of personal leave time were converted to vacation time and added to the annual vacation allowance for Maintenance Supervisors. Requests for use of the "converted" vacation time do not require an accompanying reason. When requested they should not be unreasonably denied and should be treated as personal leave time as it relates to scheduling. This "converted" vacation time should be requested in advance.

d) When approved by their supervisors, Maintenance Supervisors are permitted to take single vacation days.

7. Administrative Vacation Forfeiture

A department may require a Maintenance Supervisor who is absent thirty (30) or more workdays, excluding IOD, either consecutively or cumulatively in a twelve (12) month period to forfeit all or part of his vacation allowance. The Facility Manager uses his discretion in determining whether to administer vacation forfeiture, taking into consideration the Maintenance Supervisor's prior absence record and performance. Vacation may be forfeited from the Maintenance Supervisor's carryover, if any exists, or from the current year allowance or a combination thereof. Where a decision is made by the Facility Manager to initiate vacation forfeiture, the following formula is used:

Total Sick Days		Annual Vacation		Number of vacation days
Total Productive Days*	x	Allowance	=	to be forfeited

*Total Productive Days as provided by the Financial Services Department.

8. Standard Vacation Allowance for Maintenance Supervisors

The chart below represents the standard vacation allowance, based on 8-hour workdays*, for Maintenance Supervisors.

YEARS OF 1ST TO 4TH ANNIVERSARY	YEAR OF 5TH ANNIVERSARY				YEARS OF 6TH TO 9TH ANNIVERSARY	YEAR OF 10TH ANNIVERSARY				YEARS OF 11TH TO 24TH ANNIVERSARY	YEAR of 25th ANNIVERSARY				YEAR OF 26th and LATER ANNIVERSARY
	Appointment Date					Appointment Date					Appointment Date				
	Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec	
15	19	18	17	16	19	27	25	23	21	27	32	31	30	29	32

*i.e., 15 vacation days = 120 vacation hours

9. Vacation Allowance Upon Separation or Start of Leave of Absence

The chart below represents the vacation allowance, based on 8-hour workdays*, upon separation or start of leave of absence for Maintenance Supervisors.

Month of Separation	Years of 1st To 4th Anniversary	Year of 5th Anniversary				Years of 6th To 9th Anniversary	Year of 10th Anniversary				Years of 11th to 24th Anniversary	Year of 25th Anniversary				Years of 26th Anniversary and Later
		Appointment Date					Appointment Date					Appointment Date				
		Jan to Mar	Apr to Jun	Jul to Sept	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec	
Jan to Mar	4	5	5	4	4	5	7	6	6	5	7	8	8	8	7	8
Apr to Jun	8	10	9	9	8	10	14	13	12	11	14	16	16	15	15	16
Jul to Sept	11	14	14	13	12	14	20	19	17	16	20	24	23	23	22	24
Oct to Dec	15	19	18	17	16	19	27	25	23	21	27	32	31	30	29	32

i.e., 15 vacation days = 120 vacation hours

10. Vacation Allowance Upon Return from Leave of Absence

The chart below represents the vacation allowance, based on 8-hour workdays*, upon return from leave of absence for Maintenance Supervisors.

Month of Return	Years of 1st To 4th Anniversary	Year of 5th Anniversary				Years of 6th To 9th Anniversary	Year of 10th Anniversary				Years of 11th to 24th Anniversary	Year of 25th Anniversary				Years of 26th Anniversary and Later
		Appointment Date					Appointment Date					Appointment Date				
		Jan to Mar	Apr to Jun	Jul to Sept	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec	
Jan to Mar	15	19	18	17	16	19	27	25	23	21	27	32	31	30	29	32
Apr to Jun	11	14	14	13	12	14	20	19	17	16	20	24	23	23	22	24
Jul to Sept	8	10	9	9	8	10	14	13	12	11	14	16	16	15	15	16
Oct to Dec	4	5	5	4	4	5	7	6	6	5	7	8	8	8	7	8

*i.e., 15 vacation days = 120 vacation hours

XVII. PERSONAL LEAVE

A. Maintenance Supervisors may earn up to sixteen (16) hours of Personal Leave time each calendar year. Personal Leave time should be scheduled with the approval of the employee's supervisor, should be requested as far in advance as possible and should not be unreasonably denied. Personal Leave requests do not require an accompanying reason when requested, may be taken in minimum increments of four (4) hours and be taken in conjunction with vacation. Personal Leave time may not be taken during or immediately at the end of a leave of absence, and cannot be carried forward to the succeeding year.

B. In the calendar year 2000, twenty-four (24) hours of Personal Leave time were converted to Vacation time and added to the annual vacation allowance for Maintenance Supervisors. Requests for use of the "converted" vacation time does not require an accompanying reason. When requested they should not be unreasonably denied and should be treated as personal time as it relates to scheduling. This "converted" vacation time should be requested in advance.

C. Upon separation in good standing (including retirement) or start of a Leave of Absence, including the infant care portion of a Maternity Leave of Absence:

1. Maintenance Supervisors will be paid for all earned and unused Personal Leave time.

2. Personal Leave allowance will be reduced by any Personal Leave time already taken in the calendar year in which the separation or leave occurs. If the Maintenance Supervisor has already taken Personal Leave time in excess of his allowance, their value is subtracted from the employee's last paycheck before the separation or leave.

D. The following table should be used to determine the Personal Leave allowances for newly appointed or separating employees in good standing, with the exception of deceased employees and retirees who earn the full allotment of their Personal Leave allowance in their last year regardless of when their employment terminates.

	Date of Appointment or Return	
Allowance in year of appointment or return from Leave of Absence	1/1 - 6/30 16 hours	7/1 - 12/31 8 hours
	Date of Separation or Start of Leave	
Allowance in year of separation or start of Leave of Absence	1/1 - 6/30 8 hours	7/1 - 12/31 16 hours

E. Maintenance Supervisors who have perfect attendance (no sick absences, IOD's or unexcused absences) for the twelve (12) month period from December 1st to November 30th, shall be permitted to convert sixteen (16) hours of compensatory time to sixteen (16) hours of personal leave time in the next calendar year following the close of the twelve (12) month review period (December 1st to November 30th). Maintenance Supervisors who have utilized five (5) or less sick days (forty (40) or less hours of sick time) for the twelve (12) month period from December 1st to November 30th, shall be able to convert eight (8) hours of compensatory time to eight (8) hours of personal leave time in the next calendar year following the close of the twelve (12) month review period (December 1st to November 30th).

XVIII. HOLIDAYS

A. Maintenance Supervisors shall receive the following eleven (11) designated official holidays as days off with pay, in accordance with the official Holiday Schedule Memorandum published annually by the Human Resources Department.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Day

B. Maintenance Supervisors who work on one of the dates as set forth in the official holiday schedule as published by the Human Resources Department, shall have the option of either receiving overtime compensation at the rate of time and one-half (1 ½) of their regular rate of pay, in addition to the eight (8) hours of holiday pay at straight time rates, or overtime compensation at the rate of time and one-half (1 ½) of their regular rate of pay, plus a substitute day off.

XIX. EXCUSED ABSENCE

A. The Port Authority grants time off from scheduled hours of work (Excused Absence) with no deduction from compensation in the circumstances defined below.

B. Definitions of Excused Absence

1. Time necessary for attendance as a witness or as a juror in a court action or other governmental proceeding.

2. Time necessary for voting. Any eligible Maintenance Supervisor who desires to vote in a general election, primary election, special election, or local election in the community where he resides, who is required to work on the day of such election, and who does not have four (4) consecutive hours before or after working hours during which polls are open may be granted up to two (2) hours of excused time to vote by the his supervisor. Such time off shall be allowed only at the beginning or end of the Maintenance Supervisor's shift (tour of duty) as designated by their supervisor. Any Maintenance Supervisor who has four (4) or more consecutive hours before or after working hours during which polls are open will be considered to have sufficient time to vote outside of working hours and will not be granted excused time.

3. Time necessary because of a death in the Maintenance Supervisor's immediate family (spouse, child, parent, brother, sister, spouse's parent, domestic partner or other person permanently residing in the Maintenance Supervisor's home at the time of death). When more than three (3) scheduled work days are needed, the additional time must be approved by the Maintenance Supervisor's Department/Office Director. Absences in excess of five (5) days for any one instance require written approval by the Director, Human Resources Department.

4. In the event the Port Authority modifies its policy to include bereavement leave for the death of a grandparent, paragraph 3 above shall be modified to add grandparent to those family members for whom excused absence is authorized.

5. When overtime in excess of five and one-half (5 ½) hours is worked by a Maintenance Supervisor who is called in from off-duty status, sufficient time is granted in order to provide a period of four (4) consecutive hours off before the employee starts his next normal shift (tour of duty).

6. Time necessary when extreme weather, or other conditions found to be beyond the control of the employee, affect transportation to the work locations and cause lateness or absence from work. This must be

approved by the employee's Department/Office Director or Deputy Director. This authority may not be delegated further.

7. When Port Authority offices are closed due to emergency conditions (e.g., weather, power outages, etc.).

8. When early termination of a workday for non-field employees is announced by the Director, Human Resources Department.*

9. When early termination of a normal shift (tour of duty) is required in order to comply with a posted snow schedule assignment or to provide eight (8) hours between termination of work and start of new work resulting from a change in schedule, excused time up to four (4) hours is granted when authorized by the Department/Office Director, Division or Facility Managers, Division or Unit Head.

10. Division or Facility Managers may grant excused time in special individual circumstances not covered by paragraphs 1 through 8 above, except in the following circumstances: marriage, birth of a child, moving, illness in family, religious or ethnic observance and work hours following blood donations. Actual hours used for blood donation, including necessary travel time, are considered normal work hours.

XX. MILITARY LEAVE

Military Leave shall be administered subject to applicable law and, when not inconsistent with applicable law, shall be administered pursuant to PAI 20-3.10, Military Leave, as set forth in Appendix G, except as modified as follows: (a) Maintenance Supervisors shall be provided military leave and shall not be required to use other leave, including but not limited to vacation time, personal leave days or compensatory time in lieu of military leave; (b) each Maintenance Supervisor ordered to short-term active duty for training shall be paid in connection with such duty the difference between his federally taxable Port Authority pay and one-third of that portion of his federally taxable military pay attributable to days which are that Maintenance Supervisor's regularly scheduled Port Authority work days; (c) each Maintenance Supervisor ordered to short- term inactive duty for training shall be paid in connection with such duty the difference between his federally taxable Port Authority pay

*Notwithstanding the inclusion of this paragraph 7, the same is without prejudice to either party and the applicability of this paragraph 7 shall be determined by the outcome of IP 04-18.

and that portion of his federally taxable military pay attributable to days which are that Maintenance Supervisor's regularly scheduled Port Authority work days; and (d) Maintenance Supervisors involuntarily called up to temporary and extended active duty shall receive, for the duration of the leave, salary differential, continuation of health and dental benefits coverage for the Maintenance Supervisor and his dependents, and continuation of life insurance coverage for the Maintenance Supervisor at his current level as set forth in Attachments 1 and 2 to Appendix G (Memorandum of MaryLee Hannell to Joseph J. Seymour dated April 29, 2003 and Memorandum Michael G. Massiah to Kenneth J. Ringler Jr., dated December 8, 2005).

XXI. FAMILY AND MEDICAL LEAVE

A. Maintenance Supervisors are eligible for Family and Medical Leave as provided in the Family and Medical Leave Act of 1993 (29 U.S.C. 2611) (FMLA) as may be modified from time to time. Any and all modifications to the FMLA are applicable to Maintenance Supervisors. Currently, FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one (1) year, and for 1,250 hours over the previous twelve (12) months, and if there are at least fifty (50) employees within a seventy-five (75) mile radius.

1. Unpaid leave must be granted for any of the following reasons:

    a) to care for the employee's child after birth, or placement for adoption or foster care;

    b) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or

    c) for a serious health condition that makes the employee unable to perform the employee's job.

2. At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

3. The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

    a) The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable."

    b) An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

4. Job Benefits And Protection

   a) For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

   b) Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

   c) The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

5. Unlawful Acts By Employers

   FMLA makes it unlawful for any employer to:

   a) Interfere with, restrain, or deny the exercise of any right provided under FMLA;

   b) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

6. Intermittent Leave

   Under certain circumstances, leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

B. In addition to the rights provided under FMLA, Maintenance Supervisors are also entitled to the following elections or enhancements, which currently exceed what the FMLA provides:

1. Eligibility

   Employees must have worked for at least twelve (12) months and 1250 hours since the commencement of employment.

2. Family members also include: grandparents, grandchild, brother, sister, parent-in-law, domestic partner, child of a domestic partner (a domestic partner is defined in terms of a quasi-spousal relationship; and involves the sharing of financial responsibilities and permanent residence together for a period of at least one (1) year. An Affidavit of Domestic Partnership must be completed by the employee (a sample of this form is set forth in paragraph H of this section). A casual relationship or an arrangement designed to save money by living together such as a roommate, live-in boarder or relative does not qualify as a

domestic partner). Leave for "family" members as defined in this paragraph may not be taken in increments of less than one (1) day.

3. Benefits

Health and dental insurance coverage continues for employees and their eligible dependents in accordance with FMLA while the employee is on Family and Medical Leave to care for the categories of "family members" as defined herein. The employee's life insurance and long-term disability coverages are maintained. However, the employee must continue, if applicable, payroll contributions for life insurance in excess of one (1) times the base annual salary during the period of the leave. If the employee does not return to work upon the expiration of the leave and work for a period of at least thirty (30) calendar days, the Port Authority may recover premiums for the continuation of such coverages for any unpaid time spent on Family and Medical Leave.

4. Use of Paid Leave in Conjunction with FMLA

Employees must deplete all vacation carryover from prior years before converting to an unpaid status. The vacation carryover time will count toward the twelve (12) week entitlement.

Employees taking Family and Medical Leave for their own illness or injury must exhaust their Port Authority sick leave prior to commencement of Family and Medical Leave.

5. FMLA in Conjunction with Maternity Leave

Female employees who require leave for purposes of childbirth may take Maternity Leave, as set forth in Section XXII and/or Family and Medical Leave. If an employee elects to take Maternity Leave (both the sick leave and/or childcare portions) her right to request Family and Medical Leave to care for the child within the first twelve (12) months of the child's birth or placement is not diminished if the employee has not otherwise exhausted her twelve (12) week FMLA entitlement.

6. Vacation and Personal Leave Accrual

Upon return from Family and Medical Leave an employee's vacation and personal leave allowance may be adjusted to account for the period of time the employee was on leave in accordance with the vacation and personal leave schedules.

C. Procedures

1. How to Apply for Leave

An employee requesting Family and Medical Leave should complete form PA 3756, Family and Medical Leave Certification of Physician or Practitioner, and the

appropriate memorandum requesting Family and Medical Leave as set forth in this Section.

2. Returning to Work from Family and Medical Leave

An employee must confirm in writing to his Department/Office Director at least ten (10) days prior to the expiration of the Family and Medical Leave, his intentions to return to work. If an employee decides not to return to work, he should immediately notify his Department/Office Director, Manager, or Unit Supervisor in writing by certified mail. Maintenance Supervisors returning to work prior to, or upon the expiration date of Family and Medical Leave will be returned to their former position or an equivalent position.

Maintenance Supervisors who do not return to work at the conclusion of Family and Medical Leave are considered to have voluntarily resigned unless they have requested and been granted an Ordinary Leave of Absence.

D. The Maternity Leave Policy is available to employees who do not qualify for FMLA Leave. Employees who qualify for FMLA Leave may take FMLA Leave in conjunction with Maternity Leave is set forth in Section XXII.

E. FAMILY AND MEDICAL LEAVE REQUEST MEMORANDUM - SELF CARE

TO: Department/Office Director
FROM: Employee's Name and Employee Number
DATE: Date of Request
SUBJ: REQUEST FOR FAMILY AND MEDICAL LEAVE: SELF CARE
CC: Employee's Supervisor/Manager; Departmental Administrator; Confidential Central Department File; Supervisor, Payroll and Administrative Services, HRD

In accordance with the Memorandum of Agreement between PAMSA and the Port Authority, I hereby request a Family and Medical Leave for approximately (STATE NUMBER OF DAYS OR WEEKS. IF LEAVE IS TO BE TAKEN INTERMITTENTLY OR ON A REDUCED SCHEDULE, PROVIDE APPROPRIATE DETAILS) beginning on or about (DATE) and ending on or about (DATE). This leave is requested for purposes of Self Care.

I have attached a completed form PA 3756 to attest to my need for this leave.

I understand that upon return to work from a Family and Medical Leave, I may be returned to the same, or an equivalent position in the same department in which I was employed at the time of taking my leave. If I am being returned to an equivalent position, my Department/Office Director must notify me at least two (2) weeks in advance of my scheduled date of return from leave. I also understand that this Family Leave may be an unpaid leave, and that I may not receive any New York State Employees Retirement System or Railroad Retirement Board service credit for the unpaid time spent on such a leave. I also understand that my Port Authority, Seniority-in-title and Seniority-in-grade dates will not be adjusted upon my return from this leave. I understand that if I do not return to work upon expiration of the leave, and have not requested and been granted a Short-Term Ordinary Leave of Absence, I will be considered to have voluntarily resigned from the Port Authority. Finally, I understand that use of this leave for any reason other than those stated above may subject me to disciplinary action.

EMPLOYEE SIGNATURE
EMPLOYEE NUMBER
DEPARTMENT/FACILTY
PHONE NUMBER (WORK & HOME)

I have seen and concur on this request for Family and Medial Leave:

_____ ____/____/____

Supervisor/Manager Signature Date

I concur on this request for Family and Medical Leave:

_____ ____/____/____

Chief Medical Officer Signature Date

This request for Family and Medical Leave is approved:

_____ ____/____/____

Department/Office Director Date

F. FAMILY AND MEDICAL LEAVE REQUEST - SAMPLE MEMORANDUM (FOR OTHER THAN SELF CARE)

TO:	Department/Office Director
FROM:	Employee's Name and Employee Number
DATE:	Date of Request
SUBJECT:	REQUEST FOR FAMILY AND MEDICAL LEAVE
CC:	Employee's Supervisor/Manager; Departmental Administrator; Confidential Central Department File; Supervisor, Payroll, HRD Business Partner

In accordance with the Memorandum of Agreement between PAMSA and the Port Authority, I hereby request a Family and Medical Leave for approximately (STATE NUMBER OF DAYS OR WEEKS. IF LEAVE IS TO BE TAKEN INTERMITTENTLY OR ON A REDUCED SCHEDULE, PROVIDE APPROPRIATE DETAILS) beginning on or about (DATE) and ending on or about (DATE). This leave is requested for the following reason:

____ Care of a newborn or newly adopted/foster child (attach appropriate birth or placement certificate).

____ Care of a seriously ill family member (Relationship to employee: _____)

I have attached a completed form PA 3756 to attest to the need for this leave.

I understand that upon return to work from a Family and Medical Leave, I may be returned to the same, or an equivalent position in the same department in which I was employed at the time of taking my leave. If I am returned to an equivalent position, my department/office director must notify me at least two (2) weeks in advance of my scheduled date of return from leave. I also understand that this Family Leave may be an unpaid leave, and that I may not receive any New York State Employees Retirement System or Railroad Retirement Board service credit for the unpaid time spent on such a leave. I also understand that my Port Authority, Seniority-in-title and Seniority-in-grade dates will not be adjusted upon my return from this leave. I understand that if I do not return to work upon expiration of the leave, and have not requested and been granted a Short-Term

Ordinary Leave of Absence, I will be considered to have voluntarily resigned from the Port Authority. Finally, I understand that use of this leave for any reason other than those stated above may subject me to disciplinary action.

Employee Signature
Employee Number
Department/Facility
Phone Number (Work and Home)

I have seen and concur on this request for Family and Medical Leave:

_____ ___/___/___
Supervisor's/Manager Signature Date

This request for Family and Medical Leave is approved:

_____ ___/___/___
Department/Office Directors Signature Date

This request for Long-Term Leave is approved:

_____ ___/___/___
Director, Human Resources Department Date

G. REQUEST FOR REINSTATEMENT FROM A FAMILY AND MEDICAL LEAVE

TO:	Department/Office Director
FROM:	Employee's Name and Employee Number
DATE:	Date of Request
SUBJ:	REQUEST FOR REINSTATEMENT: FAMILY AND MEDICAL LEAVE
CC:	Employee's Supervisor/Manager; Departmental Administrator; Confidential Central Department File; Supervisor, Payroll and Administrative Services, HRD

My Family and Medical Leave will expire on (EXPIRATION DATE), and I am hereby requesting reinstatement effective (EFFECTIVE DATE OF RETURN TO WORK). If this leave was requested for purposes of Self Care, I understand that I may require clearance by the Chief Medical Officer in order to return to full active duty.

EMPLOYEE SIGNATURE
EMPLOYEE NUMBER
DEPARTMENT/FACILTY
PHONE NUMBER (WORK & HOME)

EMPLOYEE: Mail this memorandum by certified mail no less than ten (10) days prior to intended date of reinstatement to your Department/Office Director, Manager, or Supervisor.

H. THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
AFFIDAVIT OF DOMESTIC PARTNERSHIP

_____, being duly sworn, deposes and says.
Employee Name and Employee's Number

1. I designate _____as my domestic partner.

2. My domestic partner and I are both over 18 years of age and our marital status is "unmarried.

3. We are not related by blood in a manner that would bar marriage under the laws of the domicile state.

4. We are currently living together and have been living together for a period of one year or more on a continuous basis.

5. We have a close and committed personal relationship with shared responsibilities.

6. Neither I nor my domestic partner is currently a member of another registered domestic partnership, nor has either of us been a member of another domestic partnership within the last twelve months.

7. I agree to file an Affidavit of Termination of Domestic Partnership with the Port Authority of New York and New Jersey, Human Resources Department should this relationship, at any time fail to meet the definition of a domestic partnership as set forth in the Memoranda of Agreement between the Port Authority and PAMSA, or should any of the matters sworn to in Paragraphs 1 through 6, above no longer be true.

_____ ____/____/____
Employee Signature Date

_____ _____-_____-_____
Employee's Number Social Security Number

Sworn before me this _____ day of _____
Month & Year

_____
Notary Public

XXII. MATERNITY LEAVE OF ABSENCE

Permanent and probationary Maintenance Supervisors are eligible for Maternity Leave as described herein.

A. Maternity Leave is a requested and approved period of time away from work which begins when a Maintenance Supervisor is unable to continue work due to a medical disability related to pregnancy and childbirth, and ends three (3) months following the birth of the child. Maternity Leave consists of two (2) phases: the initial phase which is considered and administratively handled as sick leave, and a second phase which is a leave without pay for the purpose of infant care.

B. In all cases, Maternity Leave begins when the Maintenance Supervisor's physician substantiates in writing, to the satisfaction of the Port Authority Chief Medical Officer, that the employee is unable to continue working due to medical disability related to pregnancy and childbirth. The Chief Medical Officer then determines if it is reasonable that the Maintenance Supervisor discontinue working because of medical disability related to pregnancy and childbirth. Although in all cases Maternity Leave ends three (3) months following the birth of the child, the duration of each phase will vary based on individual circumstances.

C. During the initial phase of a Maternity Leave, the number of days the Maintenance Supervisor is unable to work because of medical disability related to pregnancy and/or childbirth is considered Sick Leave and her absence is treated in all respects like any other medical absence. For these days, she receives Sick Leave benefits in accordance with this Memorandum of Agreement.

D. The second (Infant Care) phase of Maternity Leave begins when the Chief Medical Officer considers the Maintenance Supervisor capable of resuming her normal work duties, but she chooses to remain on leave for the purpose of childcare. Regardless of when this second phase of Maternity Leave begins, the Maintenance Supervisor's leave ends three (3) months after the birth of her child. The employee is on no-pay status during the second phase of her leave, except to the extent that she elects to use earned vacation time.

E. A Maintenance Supervisor beginning a Maternity Leave is entitled to payment for vacation subject to the applicable Vacation policies and Schedule of Allowances. Vacation may be taken as a lump sum payment which the Maintenance Supervisor receives at the start of her Maternity Leave. The amount of earned vacation time is that which the Maintenance Supervisor was entitled to on the date the approved sick leave began. If any additional vacation time is earned during the initial (Sick Leave) phase of the leave, the Maintenance Supervisor may subsequently receive the applicable additional vacation allowance, subject to review by her Department/Office Director. An employee may elect to take her vacation time at the beginning of the

second (Infant Care) phase of her leave in which case she would continue to receive paychecks on a regular basis for the duration of her vacation time. The amount of earned vacation is that which the employee was entitled to on the date the second (Infant Care) phase began.

F. Any vacation taken to which the Maintenance Supervisor was not entitled per the vacation schedule applicable to her under this Memorandum of Agreement must be reimbursed to the Port Authority.

G. The Maintenance Supervisor's position is fully protected while on Maternity Leave.

H. Upon returning to work after a Maternity Leave, the Maintenance Supervisor is restored to the position she held at the time her leave began, provided she returns to duty at or prior to the expiration of the Maternity Leave. Employees must request reinstatement by writing directly to their Department/Officer Director prior to the expiration of the leave. A Maintenance Supervisor who does not request reinstatement to active duty prior to the expiration date of her Maternity Leave and has not been granted a Short-Term Ordinary Leave of Absence or Family and Medical Leave beyond her Maternity Leave is considered to have voluntarily resigned.

I. A Maintenance Supervisor receives Port Authority service credit during her Maternity Leave, including any period of time during which she is sick and on no-pay status. However, as with all periods of time off without pay, no Retirement System service credit is earned for any unpaid portions of Maternity Leave.

J. All group health, dental and life insurance benefits to which the employee may be entitled under this Memorandum of Agreement and the terms of the respective policies comprising the Port Authority's group benefits programs will continue to be provided at no additional cost to the Maintenance Supervisor for the full duration of her Maternity Leave. If an employee requests and is granted an Ordinary Leave of Absence or Family and Medical Leave after her Maternity Leave expires, benefits are handled in accordance with the provisions pertaining to those respective leaves as set forth in this Memorandum of Agreement.

K. Transitcheks to which a Maintenance Supervisor may be entitled will be pro-rated for the amount of time she is on leave.

L. A Maintenance Supervisor may be granted Family and Medical Leave in addition to Maternity Leave provided the employee is otherwise eligible for FMLA. If the employee is otherwise eligible for Family and Medical Leave she may elect to take FMLA immediately following Maternity Leave or in accordance with the provisions of the Family and Medical Leave Act.

M. Procedures

1. Leave Request

a) The pregnant Maintenance Supervisor prepares a Maternity Leave request memorandum addressed to her Department/Office Director when her physician has stated an approximate date at which her medical condition will preclude continuation of her normal work duties. This request should be submitted to her Unit Supervisor no later than one (1) month before the anticipated delivery date. It should include the anticipated delivery date and, if different, the date of the onset of the medical disability. A sample Memorandum submitted by the employee for the leave request as set forth in paragraph N. below.

The same process must be followed for any changes of the anticipated date of the onset of medical disability.

b) When the employee's supervisor has signed the memorandum, it should be returned to the Maintenance Supervisor, who attaches a note from her personal physician and forwards it to the Chief Medical Officer. The physician's note should state the anticipated delivery date and, if different, the date of the onset of disability and the medical reasons for it.

c) When the Chief Medical Officer determines that an estimated or actual date of the onset of medical disability is reasonable, he signs the memorandum.

d) When the Department/Office Director has approved the leave, copies are sent to the employee.

2. Notification Procedures During Maternity Leave

a) The Maintenance Supervisor is responsible for notifying the Department/Office Director as soon as possible (but within no more than ten (10) days), in writing, of the child's date of birth or other termination of the pregnancy.

b) The Chief Medical Officer evaluates the Maintenance Supervisor's health status and determines (in consultation with the employee's own physician) when she is capable of returning to work. When the Chief Medical Officer has made this determination, he so informs the employee.

3. Returning from Maternity Leave

a) A Maintenance Supervisor on Maternity Leave must request reinstatement by writing to her Department/Office Director as soon as possible after giving birth. A sample of the Memorandum submitted by the Maintenance Supervisor requesting reinstatement is set forth in paragraph O. below.

b) Before reporting to work from the Infant Care phase of Maternity Leave, the employee must see her employment consultant in the Human Resources Department. If she returns to work immediately following the Sick Leave phase, the Chief Medical Officer may be required to clear her for return to active duty.

4. Request for Extension of Maternity Leave

a) A Maintenance Supervisor who wishes to extend her leave beyond the three (3) months following childbirth must apply in writing for a Family and Medical Leave as early as possible prior to the expiration of her Maternity Leave, specifying the reason for her request as set forth in Section XXI, paragraph F.

Maintenance Supervisors may also request a Short-Term Ordinary Leave of Absence (not to exceed fourteen (14) calendar days) as set forth in Section XXI, paragraph P.

N. MATERNITY LEAVE SAMPLE MEMORANDUM – REQUEST FOR MATERNITY LEAVE

TO: (Department/Office Director)
FROM: (Employee Name)
DATE: (Date of Request)
SUBJECT: REQUEST FOR MATERNITY LEAVE
COPY TO: Employee's Supervisor; Supervisor, Payroll and Administrative Services (HRD)

In accordance with the Memorandum of Agreement, I request a Maternity Leave of Absence to begin (DATE). My supervisor has signed below to indicate that he/she is aware of the request.

I have given the Chief Medical Officer my physician's note estimating the date of the onset of my medical disability.
Leave Category (check one)

____1. I understand that as a permanent employee on Maternity Leave, I am entitled to return to the same position I held prior to the leave upon approval by the Chief Medical Officer and/or my Department/Office Director.

____2. I have been informed that as a probationary employee at the time my Maternity Leave began I will be reinstated following the birth of my child, although not necessarily to the same position from which I took leave, upon approval by the Chief Medical Officer and/or my Department/Office Director. My department, however, will make every effort to accommodate me in the same way that a permanent employee is accommodated.

Employee Name and Employee Number
Department/Facility
Phone Number (work and home)

I have seen this request for Maternity Leave:

_____ ____/____/____
Supervisor's signature Date
I find the estimated/actual date of the onset of medical disability reasonable:

_____ ____/____/____
Chief Medical Officer's Signature Date
This request for Maternity Leave of Absence is approved:

_____ ____/____/____
Department/Office Director Date

O. MATERNITY LEAVE SAMPLE MEMORANDUM – REQUEST FOR REINSTATEMENT FROM MATERNITY LEAVE

TO: (Department/Office Director)
FROM: (Employee Name)
DATE: (Date of Request)
SUBJECT: REQUEST FOR REINSTATEMENT: RETURN FROM MATERNITY LEAVE
COPY TO: Employee's Supervisor

In accordance with the Memorandum of Agreement, I hereby request reinstatement upon completion of my Maternity Leave. I will resume active duty on (FIRST DATE OF RETURN TO EMPLOYMENT).

Employee Name and Employee Number
Department/Facility
Phone Number (work and home)

I have seen this request for reinstatement:

_____ ____/____/____
Supervisor's signature Date

This request for reinstatement is approved:

_____ ____/____/____
Department/Office Director Date

P. SHORT-TERM LEAVE OF ABSENCE REQUEST - SAMPLE MEMORANDUM

To: Department Director
From: (employee requesting leave)
Date: (date of request)
Subject: **REQUEST FOR SHORT-TERM LEAVE OF ABSENCE**

Copy To: Manager, Business Partners and Associates Division, Human Resources Department

I request a Short-Term Leave of Absence lasting approximately (number of days), beginning (date) and ending (date). This request for an extension of my leave is due to (reason).

(Signed:) *Employee Name
Dept./Facility
Phone Number

I have seen this request for Short-Term Leave

_____ _____
Supervisor Date

This request for Short-Term Leave is approved

_____ _____
Department Director Date

*I understand that this Short-Term Leave of Absence is an authorized period of time away from work, without pay, up to and including 14 consecutive calendar days. If I return to the Port Authority within fourteen (14) consecutive calendar days, I will be restored to my position previous to the commencement of my leave and at the same salary, and retain my Port Authority service date.

XXIII. UNPAID ORDINARY LEAVES OF ABSENCE

A. General

Unpaid Ordinary Leaves of Absence are time away from work without pay, which may be granted to Maintenance Supervisors when it is clearly desirable in light of an employee's need and is in the best interests of the Port Authority to do so. Ordinary Leaves may be granted for personal emergencies not covered by other time off policies (Vacation, Personal Leave, Maternity Leave, Excused Absence, Military Leave, Sick Leave, Family and Medical Leave).

B. Short-Term Ordinary Leaves of Absence

1. Department/Office Directors or their designees may, at their discretion, authorize Maintenance Supervisors to be absent from work without pay for a period not to exceed fourteen (14) consecutive calendar days for personal emergencies not covered by other time off policies. Maintenance Supervisors continue to earn Port Authority service credit while on such leaves. However, as with all other time off without pay, no Retirement System Service credit is earned during the leave.

2. Maintenance Supervisors on Short-Term Ordinary Leave return to the same position and facility they held prior to beginning the leave. Maintenance Supervisors who do not return to work following the expiration of a Short-Term Ordinary Leave are considered to have voluntarily resigned from their employment with the Port Authority.

3. A Maintenance Supervisor submits a written request for Short-Term Leave of Absence to his Unit Supervisor. The request, which should be addressed to the employee's Department/Office Director, should include a statement as to the reason for the leave, the requested number of days, and the starting and ending dates of the leave. All requests for leave should be made as far in advance of the requested start date as is reasonable.

4. The Unit Supervisor signs to indicate that he is aware of the leave request, and then forwards the request to the Department/Office Director or designee for approval. The Maintenance Supervisor's Department/Office Director or their designee approves or disapproves the request and returns it to the employee. When a request for leave is denied a memorandum explaining the reasons for the denial must be sent to the Maintenance Supervisor prior to the commencement date of the leave. A copy of the approved request must

also be forwarded to the Manager, Business Partner's and Associates Division, Human Resources Department. A copy of the request should also remain on file in the Maintenance Supervisor's unit for a period of not less than one (1) year following the employee's return from the leave.

C. Long-Term Ordinary Leaves of Absence

1. Unpaid time away from work in excess of fourteen (14) consecutive calendar days, but not exceeding one (1) year may be granted by the Department/ Office Directors with the approval of the Director, Human Resources Department, when such a leave is clearly desirable in light of the employee's need and the best interests of the Port Authority. However, Long-Term leaves may not be granted for purposes of extending a Maternity or Family and Medical Leave. Permanent Maintenance Supervisors who have completed their probationary period and have maintained a satisfactory job performance and attendance record are eligible for Long-Term Ordinary Leave. Long-Term Ordinary Leave may be granted to probationary employees only in the most exceptional circumstances.

2. Under no circumstances will a leave in excess of fourteen (14) consecutive calendar days be approved when the purpose of the leave is to allow the Maintenance Supervisor to separate from service in order to engage in other employment. However, the Director, Human Resources Department, has discretion to approve leaves in such instances where that employment is a condition of a bona-fide fellowship or other educational/ developmental opportunity (e.g., a White House Fellowship) where the duration of the absence and the certainty of the Maintenance Supervisor's eventual return have been pre-determined.

3. Long-Term Ordinary Leaves of Absence carry no guarantee of return to work following the expiration of the leave. Maintenance Supervisors on such leaves may request reinstatement, but such reinstatement, may or may not be granted. Requests for reinstatement will be considered based upon job availability. All employees on Long-Term Ordinary Leave who are not reinstated following expiration of the leave are considered to have voluntarily resigned their employment with the Port Authority.

4. No Port Authority or Retirement System Service Credit is earned during a Long-Term Ordinary Leave.

D. Procedures for Requesting a Long-Term Ordinary Leave of Absence

1. The Maintenance Supervisor submits a written request for a Long-Term Ordinary Leave of Absence to his Unit Supervisor. The request should be addressed to their Department/Office Director and should include the estimated period of time desired, approximate starting and ending dates and the reason(s) why the leave is necessary.

2. When requests for Long-Term Leave are denied, a memorandum explaining the reasons for the denial should be sent to the Maintenance Supervisor. A copy of the memorandum should remain on file in the employee's unit.

E. Requests for Extensions of Ordinary Leaves of Absence

1. Requests for extensions of all Ordinary Leaves of Absence, regardless of the duration of the requested extension, must be in writing and must include the reason for the request. Such requests should be sent to the Department/ Office Director as far in advance of the expiration of the leave as possible. The Department/Office Director approves or disapproves the request and notifies the employee of his decision.

2. If a Short-Term Leave is extended beyond fourteen (14) consecutive calendar days, it is considered to be a Long-Term Ordinary Leave, and all policies governing Long-Term Leave will apply.

F. Return from Leaves of Absence

1. Maintenance Supervisors returning from Short-Term Leave should contact their Unit as far in advance of the expiration of the leave as possible to indicate their intention to return to active duty. Employees who do not request return or who do not report to work following expiration of a Short-Term Leave are considered to have voluntarily resigned.

2. Maintenance Supervisors returning from Long-Term Leave must make written application for reinstatement to the Department/Office Director prior to the expiration date of the leave.

3. Maintenance Supervisors who do not request reinstatement prior to the expiration date of Long-Term Leave will be considered to have voluntarily resigned as of that date.

4. A Maintenance Supervisor returning from a leave of fifteen (15) days or more does not receive Port Authority service credit for the period of absence. These employees will receive a reconstructed Port Authority service date, seniority-in-title date, seniority-in-grade date and in-grade salary increase date.

5. Upon reinstatement of a Maintenance Supervisor to a position different than that held at the time the Long-Term Leave began, the salary of that employee will be individually determined, but in no case will it exceed the maximum of the position assumed.

6. A medical examination may be required of any employee returning from a Long-Term Leave of Absence.

G. Sick Leave and Vacation in Connection with Ordinary Leave

1. Except in unusual cases, Maintenance Supervisors beginning a Leave of Absence will not be paid for sick absences occurring during the pay period in which the leave is to be effective.

2. Maintenance Supervisors beginning or returning from Long-Term Leave receive vacation allowances in accordance with the schedule enumerated in Section XVI of this Memorandum of Agreement.

H. Use of Ordinary Leave to Extend Family and Medical Leave or Maternity Leave

A Short-Term Leave of Absence may be requested in order to extend a Family Leave beyond the twelve (12) week entitlement. However, when such extensions are granted, the policies governing Ordinary Leaves become effective.

I. Benefits in Connection with Ordinary Leaves

1. Port Authority Group Health, Dental, Vision and Prescription Plans, and Life Insurance coverage, remain in effect for a Maintenance Supervisor on a Short-Term Leave of Absence.

2. Port Authority Group Health, Dental, Vision and Prescription Plans, and Life Insurance coverage under applicable group insurance policies or contracts may be continued, or converted, during Long-Term Leaves of Absence in accordance with applicable provisions of law, regulations, or insurance policies or contracts. Questions regarding such provisions should be

directed to the Compensation and Staffing Support Services Division, Human Resources Department.

3. Maintenance Supervisors who are granted Ordinary Leaves of Absence continue to be subject to Port Authority policies as set forth in Appendix H, AP 20-1.07, Political Activities of Port Authority Employees; Appendix I, AP 20-1.15, Code of Ethics and Financial Disclosure*; and Appendix J, AP 20-1.06, Giving or Accepting Gifts and Gratuities while on leave. Please refer to these policy statements for specific provisions of these policies. Failure to adhere to these policies could result in potential disciplinary action.

*Reference to Financial Disclosure is without prejudice to the position of either party to this Memorandum of Agreement in regard to the filing of Financial Disclosure Statements and shall be determined by the outcome of IP 06-8 and IP 06-9.

J. Request for Long-Term Leave of Absence - Sample Memorandum

To: Department Director
From: (employee requesting leave)
Date: (date of request)
Subject: **REQUEST FOR LONG -TERM LEAVE OF ABSENCE**

Copy To: Manager, Business Partners and Associates Division, Human Resources Department

I request a Long-Term Leave of Absence lasting approximately (number of days), beginning (date) and ending (date). This leave is necessary due to (reason).

My supervisor has signed below to indicate that he is aware of this request.

(signed:) *Employee Name
Dept./Facility
Phone Number

I have seen this request for Long-Term Leave.

_____ _____
Supervisor Date

This request for Long-Term Leave is approved.

_____ _____
Department Director Date

*I understand that this Long-Term Leave of Absence is an authorized period of time away from work, without pay, of up to one year. I understand that my reinstatement upon expiration of the leave is not guaranteed and is subject to job availability at the time that I request such reinstatement.

K. Request for Extension of Short or Long-Term Leave of Absence - Sample Memorandum

To: Department Director
From: (employee requesting leave)
Date: (date of request)
Subject: REQUEST FOR EXTENSION OF SHORT OR LONG-TERM LEAVE OF ABSENCE

Copy To: Manager, Business Partners and Associates Division, Human Resources Department

I request an extension on my (kind of leave) lasting approximately (number of days), beginning (date) and ending (date). This request for an extension of my leave is due to (reason).

(Signed:) *Employee Name
Dept./Facility
Phone Number

I have seen this request for Extension of (kind of leave) of Absence.

_____ _____
Supervisor Date

This request for Extension of (kind of leave) of Absence is approved.

_____ _____
Department Director Date

*I understand that employees returning from Long-Term Leave of Absence may be reinstated to their former position classification of similar pay and status. Such reinstatement, however, is not guaranteed and is subject to job availability. Employees who do not request reinstatement prior to the expiration date of their leave will be considered as having voluntarily resigned as of that date.

L. Request for Short-Term Leave of Absence – SAMPLE MEMORANDUM

To: Department Director
From: (employee requesting leave)
Date: (date of request)
Subject: REQUEST FOR SHORT-TERM LEAVE OF ABSENCE

Copy To: Manager, Business Partners and Associates Division, Human Resources Department

I request a Short-Term Leave of Absence lasting approximately (number of days), beginning (date) and ending (date). This request for an extension of my leave is due to (reason).

(Signed:) *Employee Name
Dept./Facility
Phone Number

I have seen this request for Short-Term Leave

_____ _____
Supervisor Date

This request for Short-Term Leave is approved

_____ _____
Department Director Date

*I understand that this Short-Term Leave of Absence is an authorized period of time away from work, without pay, up to and including 14 consecutive calendar days. If I return to the Port Authority within 14 consecutive calendar days, I will be restored to my position previous to the commencement of my leave and at the same salary, and retain my Port Authority service date.

XXIV. REDUCTION IN FORCE

A. General

1. To meet changing conditions, operating requirements or other organizational goals, and in the interests of efficiency, economy or otherwise, one or more positions in any class title in one or more of the Port Authority's departments may be abolished. This Section describes the policies and procedures for removing and separating from service, Maintenance Supervisors whose positions have been abolished and who cannot be placed in a vacant position elsewhere in the organization and who do not choose either to resign or retire voluntarily.

2. In keeping with the Port Authority's long-standing practice of attempting to provide job security, every effort will be made to assure that excess permanent Maintenance Supervisors are placed in available vacancies for which they qualify before any employee either loses his employment or has his salary reduced. In this regard, temporary, project, or probationary Maintenance Supervisors in affected position classes and occupational specialties will be terminated in that order as the first step in any reduction in force. The use of outside consultants will also be eliminated or reduced where feasible.

B. Identification of Affected Employees

1. The Human Resources Department will compile a Port Authority - wide list of all employees occupying positions within the affected position classes.

2. Regardless of the number of organizational units identified by the Executive Director as areas where staff decreases should be made, all employees in the Port Authority occupying positions in affected titles and occupational specialties will be subject to the Reduction-In-Force procedures.

C. Voluntary Retirements and Resignations

1. Prior to implementing Involuntary Removal Procedures for adversely affected employees, department heads may ask employees in an affected position class if they wish to retire or resign voluntarily.

2. Any Maintenance Supervisor choosing to retire or resign voluntarily in response to such a request whose separation preserves another employee's job and who is covered by the severance allowance program is eligible to receive the appropriate severance as set forth in Paragraph D. 7 below in accordance with

procedures promulgated by the Executive Director. If the number of Maintenance Supervisors choosing to retire or resign in a position class exceeds the number of excess positions, severance allowances will be paid only to that number of employees equaling the number of excess positions. In the event the number of volunteers exceeds the number of positions abolished, employees eligible to retire will receive first preference for severance pay allowances, and will be selected in order of Port Authority seniority. In cases where the number of volunteers eligible to retire is less than the number of excess positions to be abolished, volunteers ineligible for retirement will be selected for severance pay allowances in order of Port Authority seniority.

D. Involuntary Removal and Separation from Service

1. Should the number of involuntary resignations, retirements, or reassignments be less than the number of positions within a class title to be abolished in a department, Maintenance Supervisors in the affected class titles in that department are subject to involuntary removal and separation from service.
2. Each affected Department/Office Director, consistent with sound business and policy discretion and in order to improve the effectiveness and efficiency of the Port Authority, identifies the particular employees who are subject to involuntary removal and notifies the Director, Human Resources Department of his determination in each case. The Director, Human Resources Department determines that applicable procedures have been followed and that the appropriate Maintenance Supervisors have been identified as excess.
3. The Department/Office Director notifies the Maintenance Supervisor of the facts as soon as possible.
4. A Maintenance Supervisor who is to be involuntarily removed from his position and separated from service is to be notified, in writing, of the date of his termination at least ten (10) working days in advance of such date.
5. Employees involuntarily removed and separated from service pursuant to this Section are eligible to receive a severance allowance in accordance with paragraph D. 7. In addition, such Maintenance Supervisors are paid for all accumulated and unused vacation, personal leave and compensatory time in accordance with existing policies and their continuation of benefits coverage is governed by applicable law.

6. Group life, health and dental benefits are treated as follows:

a) Group Term Life Insurance and Group Health Insurance benefits under the Port Authority's programs (including dental coverage) are extended for all affected Maintenance Supervisors enrolled in these plans for a period of ninety (90) days beyond the date of separation or, if it occurs earlier, until they secure other employment within the ninety (90) day extension period. Those employees who are contributing toward these benefits at the time of separation continue to do so, paying the same amount as if they were still employed, and such contributions are deducted from their final paycheck. Maintenance Supervisors not contributing at the time of separation are not required to make any payments toward these benefits during the ninety (90) day extension period.

b) Group health and dental benefits are covered under COBRA, presently for a maximum of eighteen (18) months, the first ninety (90) days of which are paid by the Port Authority and the balance by the employee. The cost of the Maintenance Supervisor's portion varies in accordance with the coverages and duration selected. At the end of the COBRA period, benefits terminate and Maintenance Supervisors have the option of converting to direct payment plans with the carriers, should they wish to do so. Such conversion must take place during the period set by the insurance policies.

c) At the end of the ninety (90) day extension period, Group Term Life Insurance terminates and Maintenance Supervisors have the option of converting to direct payment plans with the carriers, should they wish to do so. Such conversion must take place during the period set by the insurance policies.

d) Maintenance Supervisors who rejoin the Port Authority in an active status within nine (9) months from the date benefits terminate, and who were covered by the Port Authority group benefits program, are immediately entitled to coverage applicable to the employee's job classification at the time active status resumes. An employee who is reemployed after the nine (9) month period is subject to the provisions of the policies governing waiting periods and/or preexisting conditions on the same basis as a new employee in that particular job classification.

7. Table of Severance Allowances

Weeks of pay related to years of service and age at time of termination of employment

Age at time of termination of employment

Years of Service	Under 24	25-29	30-34	35-39	40-44	45-49	50 and over
1 or more	13 weeks	13 weeks	13 weeks	13 weeks	13 weeks	13 weeks	13 weeks
2	13	13	13	13	13	13	13
3	13	13	13	13	13	13	13
4	13	13	13	13	13	13	13
5	13	13	13	13	13	13	13
6	13	13	13	13	13	13	13
7	13	13	13	13	13	13	14
8	13	13	13	13	13	14	16
9	13	13	13	13	14	16	18
10	13	13	13	14	16	17	20
11	13	13	14	16	18	20	22
12	13	13	15	17	19	22	24
13	13	13	16	18	21	24	26
14	13	13	17	19	22	25	26
15	13	13	18	20	23	26	26
16	13	13	18	21	24	26	26
17	13	13	18	22	25	26	26
18	13	13	18	23	26	26	26
19	13	13	18	24	26	26	26
20 or more	13	13	18	25	26	26	26

FOOTNOTE: Minimum severance payment: $7,500.

XXV. MEDICAL HEARINGS

A. A Maintenance Supervisor may have his Port Authority employment terminated because of mental or physical disability, but only in accordance with AP 20-1.09, Removal of an Employee for Mental or Physical Disability, as set forth in Appendix E, except as modified herein.

B. Hearings arising under AP 20.1.09 will proceed before a Hearing Officer selected from the American Arbitrator's Labor Panel in accordance with the rules of selection of the American Arbitration Association, with written notice to the Union President, and the attorney for the Union, instead of a three (3) member Board referenced in the aforementioned AP. The sole issue before the Hearing Officer shall be "whether the employee is mentally or physically incapable of performing his duties" and no authority is granted herein to consider any other issue arising under this Memorandum of Agreement or otherwise applicable state or federal law. The decision of the Hearing Officer shall be final and binding upon PAMSA, the employee and the Port Authority and shall not be subject to the Grievance Arbitration Procedure.

XXVI. DISCIPLINARY PROCEDURE

I. Introduction

A. This procedure shall apply to employees in the covered membership who are permanent employees. A permanent employee is any employee who has been continuously employed by the Port Authority for more than twelve (12) months. "Continuous Employment" or words of similar import, means uninterrupted employment by the Port Authority in any position or positions. Time spent on authorized vacation, sick leave or other authorized or excused absence with pay is included in the calculation.

B. No disciplinary action shall be taken against any permanent employee except for good and sufficient cause or reason, and except in accordance with this procedure.

C. If in the course of an interview between a Supervisor and a Maintenance Supervisor it appears that the matter under discussion may result in disciplinary action against the employee, he has the right to have his union representative present before the interview proceeds.

II. Grounds for Discipline

The following are examples of good and sufficient cause or reason for dismissal or demotion of a permanent employee:

1. Substantial or repeated neglect or failure of the employee to properly perform duties;

2. Substantial or repeated violation of rules and regulations;

3. Conduct seriously prejudicial to the Port Authority or the public interest.

III. Types of Disciplinary Action

A. The following measures, when taken for disciplinary purposes, constitute disciplinary action within the meaning of this procedure. No other types of disciplinary action are authorized.

1. Dismissal from employment.

2. Demotion to a grade or title having a lower rate of pay.

3. Compulsory Leave of Absence Without Pay.

4. Reduction in Seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.

5. Official Reprimand officially noted upon the employee's personnel file maintained at the facility.

6. Forfeiture of Vacation Privileges.

7. Other Discipline such as forfeiture of Port Authority passes, informal reprimands and other appropriate minor disciplinary measures which do not affect the employee's grade, title, pay or seniority. If an informal reprimand has not been used as a basis for disciplinary

action within one (1) year from the date of such letter, it shall be null and void, unless during such one (1) year period other reprimands have been placed in the employee's file in which event such letter of reprimand shall remain in the employee's file for the one (1) year period commencing with the date of the most recent letter of reprimand. If a letter of reprimand is null and void as defined herein, upon request by the employee or PAMSA representative, it will be removed from the employee's file. A letter of reprimand must either be initialed by the employee, or if such employee refuses to initial, such refusal shall be duly noted.

B. The dismissal, demotion, or transfer of an employee because of mental or physical incapacity substantially impairing the employee's ability to perform his duties, or because of a reorganization of the Port Authority or one of its facilities, properties, departments, offices or divisions, or any other administrative action affecting the position, status, pay, or privileges of an employee, not taken for disciplinary purposes, is not considered to be disciplinary action and does not come within the scope of this procedure. Provision, however, has been made for a hearing at the request of the employee concerned, whenever the dismissal, demotion, or transfer of a permanent employee is sought on the grounds of mental or physical incapacity. See AP 20-1.09, Removal of an Employee for Mental or Physical Disability, as set forth in Appendix E.

IV. Hearings and Disciplinary Procedures

A. Major Discipline

The following types of disciplinary action shall not be taken with respect to any permanent employee except pursuant to written Charges and Specifications ("Charges"), and a hearing in accordance with paragraph XII of this procedure (unless the employee waives the filing of such Charges or the holding of such hearing):

(1) Dismissal or (2) Demotion.

B. Minor Discipline

The following types of disciplinary action shall not be taken with respect to any permanent employee except pursuant to a written Notice of Intention to Discipline ("NOI"), and a hearing in accordance with paragraph XII of this procedure (unless the employee waives the filing of

such NOI or the holding of such hearing):

(1) Compulsory Leave of Absence Without Pay; (2) Reduction in Seniority; (3) Official Reprimand; (4) Forfeiture of Vacation Privileges; (5) Other Discipline as defined in Section III. A. 8 above.

V. Repeated Offenses

A. Disciplinary action may be taken against an employee for repeated violation of rules and regulations or repeated neglect or failure to perform duties or other repeated conduct warranting disciplinary action, even though disciplinary action has previously been taken separately with respect to some or all of the series of transactions upon which such Charges/NOI are based; but only if such repeated conduct is charged as a separate offense.

B. A disciplinary charge of repeated violations of Port Authority Rules and Regulations may only be based on prior discipline having been imposed.

VI. Waiver of Rights, Resignations Pending Disciplinary Proceedings

A. An employee may waive the right to have Charges/NOI filed and may waive the right to a hearing and may do so either before or after the hearing has commenced. All such waivers must be in writing. The Port Authority will notify the President of the Union or designee if the employee is being offered an opportunity to execute a document in settlement of the Charges/NOI.

In addition, the failure to appear at a hearing after notice shall constitute a waiver of such hearing unless the Impartial Hearing Officer shall find such failure excusable.

B. An employee may resign at any time, and in that event any disciplinary proceedings against the employee shall terminate, but unless the Charges/NOI are withdrawn, the Charges/NOI shall be filed with the employee's record and entry made in the employee record "Resigned under disciplinary charges pending hearing".

VII. Temporary Suspensions Without Pay

A. Any employee may be temporarily suspended without pay pending the preparation of Charges and the completion of disciplinary proceedings (but not for more than two weeks without the approval of the Chief, Employment & Labor Law Division of the Law Department or his designee); and such

temporary suspension shall not be deemed to constitute a disciplinary action unless the Charges are thereafter sustained.

B. If the Charges are sustained, and if as a result one or another of the following types of disciplinary action is taken, such disciplinary action shall be effective as of the day upon which the employee was suspended: dismissal; demotion; compulsory leave of absence without pay.

C. Except as provided above, the employee shall be restored to duty either prior to or upon the completion of the disciplinary proceedings, and shall then receive his full base pay and longevity for the period of the temporary suspension, provided that the employee may be restored to duty prior to the completion of the disciplinary proceedings, in which event, he shall receive base pay and longevity for the period of the temporary suspension.

D. Nothing contained in this procedure shall be deemed to prevent suspending employees with pay, whether pending the preparation of Charges and the completion of disciplinary proceedings or for other administrative purposes.

VIII. Filing and Preliminary Investigation of Charges

A. Form of Charges

Charges shall be in writing, and each charge shall be a brief formal statement of the alleged offense. In the event that an employee is charged with more than one offense, he shall be separately charged with each offense and each charge shall be separately numbered. Each charge of an alleged offense shall be separately supported by one or more specifications (summary statement of facts supporting the charge). Each specification standing alone should be sufficient to sustain the charge of the alleged offense if proven.

Charge 1. Repeated violation of the General Rules and Regulations For All Port Authority Employees.

Specification 1. For the period of September 2, 2003 through August 20, 2004 you failed to report to work on time on five occasions for a total of 104 minutes, in violation of Rule 5 of the General Rules and Regulations For All Port Authority Employees that provides that "Being in the proper place at the proper time constitutes a part of the work just as much as any specific duties. Therefore, excessive absence or tardiness may be considered sufficient cause for disciplinary action."

B. Signature of Charges

Charges shall be signed by the complainant, who need not be an officer, employee or agent, or otherwise connected with the Port Authority.

C. Filing Charges

Whenever a charge is made by a Port Authority employee it shall be transmitted to that employee's Department/Office Director. Whenever a charge is made by a person not connected with the Port Authority, it shall be transmitted to the Department/Office Director of the employee sought to be disciplined.

D. Time Limitation

Charges should be filed in a timely manner, as close as possible to the occurrence upon which the Charge is based or the date when the Port Authority should reasonably have known of the same. Notwithstanding the foregoing, Charges filed with a Department/Office Director more than ninety (90) calendar days after the Port Authority knew or should have known of the commission of the offense shall be void unless the occurrence upon which the Charge is based is the subject of a criminal investigation or an internal investigation by the Port Authority Office of Inspector General in which case the time for filing the Charges with a Department/Office Director shall be tolled. Upon request of the employee or his representative the Port Authority shall provide documentation of the reason for the tolling of the ninety (90) calendar day period.

E. Action by Department/Office Director

Upon receipt of Charges and after such preliminary investigation as he deems necessary, the Department/Office Director shall:

1. If the Charges are against a member of that department or office, take any appropriate disciplinary action which is authorized by this procedure to be taken without a formal hearing, or

2. If the employee against whom Charges are made is a member of another department or office, refer the Charges to the Director of such other department or office, who thereupon shall take one or another of the types of action specified above, or

3. Return the Charges to the complainant for correction in the event that they do not conform to the requirements of Paragraph VIII. A.; or

4. Direct that the Charges be dropped; but in case the complainant is not a member of that department or office, only with the approval of the Chief, Employment and Labor Law Division of the Law Department or his designee; or

5. In the event that he is of the opinion that any disciplinary action should be sought, he shall submit the Charges to Chief, Employment & Labor Law Division of the Law Department or his designee.

F. Action by the Chief, Employment and Labor Law Division of the Law Department

If the Chief, Employment and Labor Law Division of the Law Department or his designee determines to proceed with the disciplinary action he shall submit a request to the American Arbitration Association for the selection of an Impartial Hearing Officer. A copy of the request for the selection of the Impartial Hearing Officer shall be provided to the Union and the Attorney for the Union. Selection of the Impartial Hearing Officer shall be from the list provided to the parties by the American Arbitration Association and in accordance with the rules of selection of the American Arbitration Association.

IX. Filing and Preliminary Investigation of Notice of Intention to Discipline (NOI)

A. Form of NOI

A NOI shall be in writing, and each charge shall be a brief formal statement of the alleged offense. The NOI shall identify by name the supervisor initiating discipline, the name of witness(es) to the alleged violation, if any, and the recommended penalty. In the event that an employee is charged with more than one offense, he shall be separately charged with each offense and each charge shall be separately numbered. Each charge of an alleged offense shall be separately supported by one or more specifications (summary statement of facts supporting the charge). Each specification standing alone should be sufficient to sustain the charge of the alleged offense if proven.

Charge 1. Repeated violation of the General Rules and Regulations For All Port Authority Employees.

Specification 1. For the period of September 2, 2003 through August 20, 2004 you failed to report to work on time on five occasions for a total of 104 minutes, in violation of Rule 5 of the General Rules and Regulations For All Port Authority Employees that provides that "Being in the proper place at the proper time constitutes a part of the work just as much as any specific duties. Therefore, excessive absence or tardiness may be considered sufficient cause for disciplinary action."

B. Action by Facility Management

If the Facility Management determines to proceed with the disciplinary action he shall submit the NOI to the Chief, Employment and Labor Law Division of the Law Department or his designee for review prior to service upon the employee. The Chief, Employment and Labor Law Division of the Law Department or his designee will then submit a request to the American Arbitration Association for the selection of an Impartial Hearing Officer in accordance with Section VIII, paragraph F. A copy of said request for the selection of the Impartial Hearing Officer shall be provided to the Union and the Attorney for the Union.

C. Time Limitation

A NOI should be filed in a timely manner, as close as possible to the occurrence upon which the NOI is based or the date when the Port Authority should reasonably have known of the same. Notwithstanding the foregoing, a NOI served on the employee more than ninety (90) calendar days after the Port Authority knew or should have known of the commission of the offense shall be void unless the occurrence upon which the NOI is based is the subject of a criminal investigation or internal investigation by the Port Authority Office of Inspector General in which case the time for serving the employee with the NOI shall be tolled. Upon request of the employee or his representative the Port Authority shall provide documentation of the reason for the tolling of the ninety (90) calendar day period.

X. Service of Charges/NOI

Such disciplinary Charges/NOI must be served personally, or by registered mail – return receipt requested, certified mail – return receipt requested, or

by overnight delivery on the employee at the last known address on file with the Human Resources Department of the Port Authority. A copy of the Charges/NOI must be faxed to the President of the Union or designee within twenty-four (24) hours of service on the employee. In the event such service cannot be achieved through the above methods, the Port Authority will serve the Charges/NOI by regular mail at the last known address on file with the Human Resources Department of the Port Authority and the same shall constitute personal service. The Port Authority will advise the Union President in writing that the employee was served by regular mail.

XI. Discovery

Upon written request by the charged employee or his representative to the Chief, Employment and Labor Law Division of the Law Department or designee the Port Authority will provide copies of the evidence it intends to present at the hearing, including statements, e-mails, photographs, video and audio recordings and other writings made in the normal course of business including any exculpatory material relating to the Charges/NOI, the employee and/or the events which form the basis for the Charges/NOI but excluding attorney work product. The Port Authority may satisfy the obligation to provide a copy of a video and/or audio recording by making the video and/or audio recording available for inspection by the charged employee and/or his representative. The Port Authority shall provide such discovery no later than ten (10) work days prior to the scheduled hearing date or within fourteen (14) work days of receipt of the request, whichever is later. Failure to provide such discovery within the prescribed time frame may be a basis for adjournment at the discretion of the Impartial Hearing Officer.

XII. Hearings

A. Preliminary Action by Chief, Employment and Labor Law Division of the Law Department or his designee

The Chief, Employment and Labor Law Division of the Law Department or his designee, shall, upon receipt of the Charges/NOI and after such further investigation as necessary either:

1. Direct that the Charges/NOI be dropped; or

2. Refer the Charges/NOI to an Impartial Hearing Officer for hearing; or

3. Return the Charges/NOI to the Department/Office Director or Facility Management for such disciplinary action as is authorized by this procedure to be taken without formal hearing.

B. Service of Notice of Hearing

1. When Charges/NOI are approved by the Chief, Employment & Labor Law Division of the Law Department or his designee, for a hearing, a copy of the Charges/NOI shall be served upon the employee. The Notice of Hearing will direct the employee to appear for a hearing and will be served either personally, by registered mail - return receipt requested, certified mail - return receipt requested or overnight delivery at the last known address on file with the Port Authority Human Resources Department. If an employee cannot be served through the above methods the Port Authority may serve the employee by regular mail at his last known address on file with the Port Authority Human Resources Department and the same shall constitute personal service.

2. The hearing will be conducted at a Port Authority location mutually agreeable between the parties. The Port Authority shall make arrangements for use of the selected location and shall be responsible for notifying, in writing, the Impartial Hearing Officer, the Union and the attorney for the Union of the date, time and location of the hearing.

C. Functions of Impartial Hearing Officer

1. The Impartial Hearing Officer shall not be an employee of the Port Authority and shall be selected in accordance with Section XXVII (C)(3)(b) of this Memorandum of Agreement.

2. It shall be the function of the Impartial Hearing Officer to determine the truth or falsity of the charge(s); and if in the opinion of the Impartial Hearing Officer the charge is sustained, to determine appropriate disciplinary action. The Impartial Hearing Officer shall proceed promptly with the hearing, shall receive testimony and evidence offered by the employee and the complainant, shall summon witnesses, and shall require the production of records and other data deemed appropriate to the hearing of the Charges/NOI and the determination of the discipline.

3. The Impartial Hearing Officer shall not make any investigation except for the purpose of determining whether there is pertinent testimony

or evidence which has not been produced; and any witnesses or evidence produced at the request of the Impartial Hearing Officer shall be presented at the hearing.

D. Conduct of Hearings

1. The procedure at and conduct of such hearings and all incidental proceedings shall be determined by the Impartial Hearing Officer, but in any event:

   a. hearings shall be conducted informally;

   b. the employee may appear in person or by an authorized representative; and the employee or representative may produce, examine or cross-examine witnesses, submit other evidence, make oral arguments and submit memoranda or other written statements;

   c. the Port Authority shall select the court reporter and arrange for their attendance and a stenographic record shall be kept of all hearings and it shall be available for inspection by the employee or representative during ordinary business hours of the Port Authority for twelve (12) months after the completion of the hearing;

   d. no evidence of prior misdeeds or offenses other than those charged shall be received or inquired into, except to prove a charge of repeated offenses or for the Impartial Hearing Officer's use when recommending a disciplinary penalty.

2. The Impartial Hearing Officer may in his discretion allow the Charges/NOI to be amended to conform to the proof adduced at the hearing provided an adjournment of the hearing is granted.

3. The Impartial Hearing Officer shall call and examine such witnesses as deemed necessary or appropriate.

4. In general, the order of procedure at the hearing shall be as follows:

   First: The Charges/NOI shall be read, and the employee or representative shall be requested to state summarily the employee's position.

Second: The testimony (sworn or unsworn) and other evidence in support of the Charges/NOI shall be received. Each witness in support of the Charges/NOI shall be subject first to direct examination by the Impartial Hearing Officer (and if the Charges/NOI are presented by a member of the Port Authority staff, by such member or representative) and then to cross-examination by the employee or representative, and thereafter to such re-direct or re-cross examination as may be necessary.

Third: The testimony (sworn or unsworn) and other evidence for the employee shall then be received. Each witness for the employee shall be subject first to direct examination by the employee or representative, and then to cross-examination by the Impartial Hearing Officer (and if the Charges/NOI were preferred by a member of the Port Authority staff, by such member or representative), and thereafter to such further re-direct or re-cross examination as may be necessary.

Fourth: The testimony and evidence in the nature of rebuttal and surrebuttal shall then be received in that order.

Fifth: In cases where charges are preferred by a member of the Port Authority staff, such member or representative shall be permitted to make a statement summarizing the testimony and evidence and making recommendations with regard to disciplinary action.

Sixth: The employee or representative shall be permitted to make a statement summarizing the evidence, and to present any pertinent oral arguments.

Seventh: In lieu of or in addition to oral statements and arguments, the Impartial Hearing Officer may receive written memoranda or briefs in support of the charges or in favor of the employee.

E. Adjournments and Postponements

The employee shall be entitled to an adjournment of the hearing once, if the proof offered at the hearing is at variance, in any material respects, with the specifications set forth in the Charges/NOI. If an adjournment is granted, the parties shall divide equally the full costs of the adjournment.

The Impartial Hearing Officer may grant any other adjournments which are deemed warranted. If an adjournment is granted, the party requesting the adjournment shall bear the full costs of the adjournment.

F. Findings

The findings shall be rendered promptly by the Impartial Hearing Officer and unless otherwise agreed by the parties, no later than thirty (30) days from the closing of the hearing or from the transmission of the final statements to the Impartial Hearing Officer. If final statements are transmitted, the Impartial Hearing Officer shall have an additional five (5) days to render his findings. The findings shall be in writing and shall refer to each separate charge and shall state whether each charge is "sustained" or "not sustained." The Impartial Hearing Officer, if desired, may accompany the findings with opinions in writing explaining the reasons for such findings.

The Impartial Hearing Officer shall make a determination for disciplinary action if the Charges/NOI are sustained, and in so doing may receive and consider the employee's employment history including Performance Rating Reports, any records of prior disciplinary proceedings, as well as prior records of commendation.

The decision of the Impartial Hearing Officer shall be final and binding upon the Port Authority, PAMSA and the employee to the extent permitted by and in accordance with applicable law and this Memorandum of Agreement and shall not be subject to the Grievance Arbitration Procedure as set forth in Section XXVII.

G. Expenses

All fees and expenses of the Impartial Hearing Officer shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

The parties shall divide equally the cost of the transcript for the Impartial Hearing Officer, the court reporter fees and court reporter expenses. Each party shall be responsible for the cost of their own transcript(s).

H. Scheduling of Hearings

All disciplinary hearings and meetings shall be scheduled during normal business hours. Under no circumstances will a disciplinary hearing be held on the charged employee's regular day off or on previously scheduled vacation or personal leave time. All necessary witnesses shall be excused from duty for attendance at minor or major hearings. All excusal requests must be presented to the Manager, Labor Relations or designee not later than five (5) working days in advance if possible. If a witness requested by PAMSA is not working a day tour of duty, the tour of duty of the witness will be changed to the day tour and such change will not entitle the witness to payment in accordance with Section VI, Schedule Change Premium.

XXVII. GRIEVANCE AND ARBITRATION PROCEDURE

The Port Authority and PAMSA agree that the procedure for processing grievances with respect to the alleged violation of any provision (other than Section II, Past Practices - Protection of Existing Terms and Conditions Clause; Section XXX, paragraph A., Transfer of Unit Work; Section XXV, Medical Hearings, and Section XXVI, Disciplinary Procedures) of this Memorandum of Agreement shall be as follows:

A. Policy

Maintenance Supervisors shall have the right to present grievances in accordance with the procedure described herein free from interference, coercion, restraint, discrimination, or reprisal. The informal resolution of differences prior to the initiation of actions under this Grievance Arbitration Procedure ("Grievance Procedure") is encouraged and desired by the Port Authority and PAMSA.

B. Definitions

Pursuant to this Grievance Procedure:

1. A grievance is a complaint limited to any dispute concerning the application or interpretation by the Port Authority of any provision of this Memorandum of Agreement (except, Section II, Past Practices - Protection of Existing Terms and Conditions Clause; Section XXX, paragraph A., Transfer of Unit Work; Section XXV, Medical Hearings; and Section XXVI, Disciplinary Procedures). The parties agree that Section II, Past Practices - Protection of Existing Terms and Conditions Clause; Section XXX, paragraph A., Transfer of Unit Work; Section XV, Medical Hearings; and

Section XXVI, Disciplinary Procedures, are expressly excluded from this Grievance Arbitration Procedure and may not be adjudicated hereunder. Disputes that arise out of Section II, Past Practices – Protection of Existing Terms and Conditions Clause; and Section XXX, paragraph A., Transfer of Unit Work, shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel.

The processing of a complaint by the Port Authority pursuant to this Grievance Procedure shall not constitute a waiver by the Port Authority of any defense or claim that the conduct complained of does not involve the application or interpretation of any provision of this Memorandum of Agreement.

C. Procedure

Grievances shall be processed as follows:

1. Step One: Initial Processing of Grievance

A grievance shall be submitted by PAMSA in writing on Port Authority Employee Grievance forms to the Facility Manager or his designee with a copy to the Manager, Labor Relations, Labor Relations Department, within thirty (30) working days of the commencement of the event which gave rise to the grievance or the date the grievant should reasonably have been expected to become aware of the event which gave rise to the grievance. The grievance shall state the specific provisions of the Memorandum of Agreement that are alleged to have been violated together with a brief description of the facts. The Facility Manager shall respond to the grievance, in writing, to PAMSA with a copy to the Manager, Labor Relations within fifteen (15) working days of its receipt.

2. Step Two: Appeal of Grievance

If the parties fail to resolve the grievance at Step One or the Port Authority fails to respond within fifteen (15) working days of its receipt, PAMSA may submit an appeal of the grievance in writing stating the grounds thereof within twenty (20) working days thereafter to the Manager, Labor Relations. The Manager, Labor Relations shall issue a written determination from an appeal of Step One within twenty (20) working days after the receipt of such appeal setting forth the reasons for the determination. The response from the Manager, Labor Relations will be final and binding unless appealed to arbitration as provided herein. Any unsettled grievance may be appealed to arbitration as set forth in Step Three.

3. Step Three: Arbitration

a. The President of PAMSA or his designee shall have the right to refer to arbitration any unsettled grievance which is alleged to constitute a violation of the Memorandum of Agreement or any provision thereof by sending a written demand for arbitration to the Manager, Labor Relations within forty (40) working days following receipt of the Step Two determination or the date the Step Two determination was due.

b. If the President of PAMSA demands arbitration, the Manager, Labor Relations or designee will refer the matter to the American Arbitration Association for the parties to select an Arbitrator from its Labor Panel in accordance with the rules of selection of the American Arbitration Association, with written notice to the PAMSA President and the Attorney for PAMSA.

c. The Arbitrator shall not have the power to add to, subtract from or modify the provisions of the Memorandum of Agreement and shall confine his decision solely to the interpretation and application of the Memorandum of Agreement. The Arbitrator shall confine himself to the precise issue presented for arbitration and shall have no authority to determine any other issues not presented nor shall he submit observations or declarations of opinion which are not essential in reaching the determination. The Arbitrator shall be bound by the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association.

d. The decision, award or relief afforded by the Arbitrator shall be in writing and shall be final and binding upon the Port Authority, PAMSA and the grievant(s) to the extent permitted by and in accordance with applicable law and this Memorandum of Agreement.

e. All fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

f. A stenographic record shall be kept in all grievance hearings. The Port Authority shall select the court reporters and arrange for their attendance. The Port Authority and PAMSA shall divide equally the costs of the transcript for the Arbitrator, the court reporter fees and the court reporter expenses. Each party shall be responsible for the cost of their own transcript(s).

g. The hearing will be conducted at a Port Authority location mutually agreeable between the parties. The Port Authority shall make arrangements for use of the selected location and shall be responsible for notifying, in writing, the Arbitrator, PAMSA and the Attorney for PAMSA of the date, time and location of the hearing.

h. All requests for adjournments, if not mutually agreed to shall be made to the Arbitrator. If an adjournment is granted the party requesting the adjournment shall bear the full costs of the adjournment.

i. The Arbitrator shall issue his decision in writing as soon as possible after the close of the hearing.

j. The settlement, award or relief ("resolution") of a grievance may or may not be retroactive as the equities of each case demand but in no event shall such resolution be retroactive to a date earlier than thirty (30) days prior to the date the grievance was first submitted.

k. Grievance resolutions or decisions at Steps One or Two shall not constitute a precedent in any arbitration or other proceeding.

D. Representation

PAMSA shall have the exclusive right to represent members in any grievance. The grievant(s), PAMSA representatives, and any witness(es) shall be excused from duty for the processing of grievances and attendance at hearings. All excusal requests must be presented to the Manager, Labor Relations or designee not later than five (5) working days in advance if possible.

E. Special Provisions

1. The term "working days" as used herein shall mean calendar days exclusive of Saturdays, Sundays and public holidays.

2. The parties may mutually agree in writing, when circumstances warrant, to by-pass the submittal of the grievance to the Facility Manager in Step One and submit the grievance directly to the Manager, Labor Relations as provided in Step Two of this Grievance Procedure.

3. The failure of the Port Authority to meet a deadline specified herein shall permit advancing the matter to the next Step. The failure of PAMSA to file a

grievance, an appeal, or a demand for arbitration within the time limit specified shall be deemed to be a withdrawal of the grievance.

4. All time limits contained in this procedure may be extended by mutual agreement in writing.

XXVIII. PORT AUTHORITY EMPLOYMENT

A. A Maintenance Supervisor shall be deemed to be employed upon the condition that he shall not have his Port Authority employment as a Maintenance Supervisor terminated, except as provided in this Memorandum of Agreement.

B. A Maintenance Supervisor shall be "in good standing" under this Agreement unless the Maintenance Supervisor is terminated for cause pursuant to Section XXVI of this Memorandum of Agreement. Formal disciplinary charges are considered to be pending when the employee has been served with "Charges and Specifications" or the "Notice of Intention" (NOI) to discipline or a written Memorandum indicating to the Maintenance Supervisor that Charges and Specifications will be brought against him. When a Maintenance Supervisor resigns while there are formal disciplinary charges pending against him, he is not considered to be "in good standing" at the time of his resignation; and accordingly he is not entitled to any vacation allowance he might otherwise be eligible to receive.

C. A Maintenance Supervisor shall have the right to have his PAMSA Representative present at all counseling sessions.

XXIX. JOB DUTIES AND RESPONSIBILITIES

A. No Maintenance Supervisor shall fill or perform the duties of another Maintenance Supervisor position if he does not meet the qualifications to fill that position on a permanent basis.

B. For purposes of covering a short-term absence (i.e., RDO, comp time, vacation, sick, IOD, etc.) one Maintenance Supervisor may provide coverage for an absent Maintenance Supervisor if the absent Maintenance Supervisor is not available to work.

XXX. TRANSFER OF UNIT WORK

A. During the term of this Memorandum of Agreement, Unit Work currently and heretofore performed by Maintenance Supervisors will continue to be performed by such employees so long as such work continues to be performed by or on behalf of

the Port Authority. The Port Authority will not transfer and/or reassign such Unit Work to non-unit employees without negotiations.

B. No transfer of Unit Work disputes shall be subject to the Grievance Arbitration Procedure of this Memorandum of Agreement. Transfer of Unit Work disputes shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel and subject to applicable standards to be determined by the Panel.

XXXI. UNIT WORK WAIVER

A. Effective November 6, 2006, the parties have agreed that through attrition the following twenty (20) positions and the Unit Work associated solely with these twenty (20) positions, when vacated, will no longer belong to PAMSA. The incumbents in the twenty (20) positions will have a standing offer of severance contingent on termination from that position, provided that the department agrees to abolish the position when the incumbent terminates from that position. Where identical and/or similar Unit Work is currently and heretofore performed by bargaining unit employees, other than the following twenty (20) positions, that Unit Work shall remain the Unit Work of PAMSA:

1. Tony Falabella
2. Paul Iannacone
3. James Cadden
4. John Bono
5. Gerry Vicenti
6. Mike Valente
7. Bob McCrorken
8. Arlene Bogursky
9. Phil Dato
10. Sheldon Fassman
11. Richard Wenning
12. William Hamann
13. Anthony Micieli
14. Alan Leigh
15. Steven Strollo
16. Raymond Simonetti
17. HRD Position (previously held by George Metzger)
18. HRD Position (previously held by John TenBerge)
19. Robert Schutz
20. Dennis Maloposki

B. Should a permanently authorized position become vacant a Maintenance Supervisor whose position is identified above, can be assigned to the position if:

1. the position is at the facility where the Maintenance Supervisor is assigned, and,
2. the vacancy is the same level currently held by the Maintenance Supervisor and he is fully qualified to fill the vacant position.

C. If two (2) or more Maintenance Supervisors whose positions are identified above are qualified to fill the vacant position at their currently assigned facility, the employer's standard interview process will be utilized to identify the most qualified Maintenance Supervisor to fill the vacant position.

D. Except as set forth above, Maintenance Supervisors whose positions are identified above may volunteer to fill vacant authorized Maintenance Supervisor positions, but may not be involuntarily assigned to fill such vacancies. Should any Maintenance Supervisor currently occupying one of the above-identified twenty (20) positions not volunteer to fill a vacant authorized Maintenance Supervisor position, that Maintenance Supervisor shall remain in his current position until such time as he voluntarily chooses to either leave his position and accept an assignment to another Maintenance Supervisor position, or terminate his Port Authority employment. PAMSA will encourage Maintenance Supervisors in the above-identified twenty (20) positions to seek placement into vacant positions for which they are qualified.

XXXII. COMPENSATORY TIME

A. Each Maintenance Supervisor will be afforded the option to accumulate up to two hundred (200) hours in a compensatory time bank in lieu of receiving overtime pay in cash. Compensatory time shall accrue at the rate of one and one-half (1 ½) hours for each hour of overtime worked. No compensatory time shall accrue after the maximum compensatory time bank limitation of 200 hours is reached and any subsequent overtime shall be paid in cash.

B. Accrued compensatory time may be used to take time off from work, with approval. Compensatory time requests shall not be unreasonably denied. Requests for compensatory time will be subject to the operational needs of the facility and the ability to cover the position with a qualified Maintenance Supervisor. Requests for compensatory time may not be denied if the denial is predicated solely upon the need to cover the tour on an overtime basis. Overtime assignments as a result of a

compensatory time request will be covered on a voluntary basis. If there are no volunteers to work overtime, the compensatory time request will be denied.

C. Accrued compensatory time may be converted to cash during any pay period.

D. Maintenance Supervisors shall have the option to designate overtime worked to be included in their compensatory banks on a daily basis. Any overtime hours worked that have not been specifically designated to be included in a Maintenance Supervisor's compensatory time bank shall be paid in cash.

E. Maintenance Supervisors who have perfect attendance (no sick absences, IOD's or unexcused absences) for the twelve (12) month period from December 1st to November 30th, shall be permitted to convert sixteen (16) hours of compensatory time to sixteen (16) hours of personal leave time in the next calendar year following the close of the twelve (12) month review period (December 1st to November 30th). Maintenance Supervisors who have utilized five (5) or less sick days (forty (40) or less hours of sick time) for the twelve (12) month period from December 1st to November 30th, shall be able to convert eight (8) hours of compensatory time to eight (8) hours of personal leave time in the next calendar year following the close of the twelve (12) month review period (December 1st to November 30th).

XXXIII. PROMOTIONAL INCREASES

An employee promoted either provisionally or permanently into a Maintenance Supervisor position is entitled to a promotion salary increase. This promotional increase shall be no less than 5% over the employee's existing base annual salary. Once the promotion salary increase is calculated, the employee is then placed into a salary step in the range of the new position which is higher in dollars. When the effective date for a permanent or provisional promotion is within ninety (90) days of an in-grade increase to which the employee is entitled, the promotional salary increase is calculated based on the new salary, including the scheduled in-grade increase.

XXXIV. PROVISIONAL ASSIGNMENT BENEFITS

When an employee either non-represented or represented by a Union other than PAMSA is filling a provisional position represented by PAMSA, then that employee will retain the benefits of their permanent position and receive wages and other forms of compensation in accordance with this Memorandum of Agreement.

XXXV. PROVISIONAL ASSIGNMENTS

A. A permanently authorized vacant position that has been filled provisionally by the same incumbent for eighteen (18) consecutive months will be filled permanently by

that incumbent provided that the position is not provisionally vacant due to the permanent incumbent being out long term sick, out on FMLA or backfilling either a temporary or another provisional authorization.

B. If the number of provisionally-assigned employees in the same job classification in a unit must be reduced, the provisional employee in the effected classification within that unit with the least amount of time in the provisional assignment shall be returned to his prior position.

XXXVI. WORK CLOTHING AND WORK CLOTHING REIMBURSEMENT

Maintenance Supervisors shall continue to be issued items of clothing by the employer, at no cost to the employee, when such items of clothing are utilized for the performance of their assigned duties. Where such items of clothing are not issued by the employer, but are still utilized for the performance of assigned duties, the employer shall continue the practice of authorizing the Maintenance Supervisor to purchase the necessary items of clothing and be fully reimbursed for any items of clothing purchased pursuant to that authorization.

XXXVII. SAFETY SHOE ALLOWANCE

Effective January 1, 2005 the annual safety shoe allowance for Maintenance Supervisors shall be $200.

XXXVIII. PRESCRIBED EYEWEAR ALLOWANCE

Effective January 1, 2005, the annual prescribed eyewear allowance for Maintenance Supervisors shall be $200.

XXXIX. SAFETY AND HEALTH STANDARDS

A. The employer represents that it attempts to conform with and that it does basically conform with the Occupational Health and Safety Standards promulgated by OSHA.

B. If it is established that the employer does not basically conform with OSHA standards, the employer will make every good faith effort to come into conformance.

XL. TRANSITCHEK/QUICKCARD PROGRAM

A. General

The Port Authority provides TransitCheks/QuickCards to Maintenance Supervisors as an incentive to use mass transit in compliance with the intent of the 1990 Clean Air Act Amendment. TransitCheks can be redeemed for tokens, tickets, and passes throughout the Tri-State area for commuter rail lines, subway, bus and ferries. Eligible employees who utilize transit services, other than PATH only, are provided with TransitCheks up to $65 per month that are distributed quarterly. TransitCheks must be redeemed by the expiration date shown on the voucher. Maintenance Supervisors who use PATH as their only public transit mode for commuting receive monthly PATH QuickCards.

B. Eligibility

1. Maintenance Supervisors must have completed three (3) months of service at the time of TransitChek/QuickCard distribution. If an employee completes three (3) months' service during the quarter, the employee is not entitled to a pro rata portion of the TransitCheks/QuickCards. The Maintenance Supervisor will not receive TransitCheks/ QuickCards until the subsequent quarter's distribution.

2. Maintenance Supervisors receiving TransitChek/QuickCards will not be eligible to receive commutation passes, except in those cases where the use of a vehicle is necessary to access public transportation. Maintenance Supervisors will continue to be eligible for personal passes and/or E-ZPass, whichever is applicable.

C. Special Situations

1. A Maintenance Supervisor must elect to participate in the TransitChek/QuickCard Program and must complete the required certification. An employee who has chosen not to participate in the TransitChek/QuickCard Program may elect to do so at a later date. The Maintenance Supervisor should contact the Department's TransitChek/QuickCard Coordinator to complete a certification form and will be eligible to receive TransitCheks/QuickCards at the next distribution.

2. Maintenance Supervisors returning from a leave (Family and Medical, Military, Maternity, Sick, Short-Term Leave of Absence) IOD, or extended vacation (4+ weeks) during the week of distribution of TransitCheks/QuickCards are entitled to a full quarter's allotment. Maintenance Supervisors returning after the week of distribution are entitled to a prorated amount of TransitCheks/QuickCards based on the time remaining in the quarter.

3. Maintenance Supervisors who begin a leave (Family and Medical, Military, Maternity, Sick, Long or Short-Term Leave of Absence) IOD, or extended vacation (4+ weeks) during the week of distribution are not entitled to TransitCheks/QuickCards on the day of the distribution. If the Maintenance Supervisor returns to work prior to the end of the quarter, he is entitled to a prorated amount of TransitCheks/QuickCards based on time remaining in the quarter.

4. Maintenance Supervisors who receive a full quarter's allotment of TransitChek/QuickCards at the time of distribution because they plan to be here and later in the quarter take a temporary leave (Family and Medical, Military, Maternity, Sick, Short-Term) IOD or extended vacation (4+ weeks) should return unused TransitCheks/ QuickCards.

5. Maintenance Supervisors who will be leaving the Port Authority permanently for any reason during the week of distribution are not entitled to receive TransitCheks/QuickCards on the day of distribution. Those employees who plan to leave at a subsequent date within the quarter are entitled to a prorated amount of TransitCheks/QuickCards based on time remaining in the quarter before they leave.

6. Maintenance Supervisors who receive a full quarter's allotment of TransitCheks/QuickCards at the time of distribution because they plan to be here and later terminate their employment with the Port Authority should return unused TransitCheks and/or QuickCards to their department coordinator.

7. If a Maintenance Supervisor's mode of travel changes during the year, he is responsible for contacting the Department's TransitChek/QuickCard Coordinator to update his certification. The new allotment will be given out at the next distribution.

XLI. TUITION ASSISTANCE PROGRAM

A. Policy

1. The Port Authority's Tuition Assistance Program provides an opportunity for eligible Maintenance Supervisors to improve their skills and job performance and helps to establish a source of trained staff who can effectively contribute to carrying out the mission of the Port Authority. The program encourages Maintenance Supervisors to obtain formal education on their own time in approved institutions of higher learning by reimbursing them for all or part of their educational costs.

2. In addition to formal, degree-granting programs, the Port Authority may also provide tuition assistance to Maintenance Supervisors who participate in non-traditional colleges or universities that are state accredited in New York and New Jersey, non-degree courses, certification or licensing programs, or review courses.

B. Eligibility Criteria

1. Undergraduate and Graduate Courses and Program

a. Maintenance Supervisors are eligible for tuition assistance as herein provided.

b. Department Directors (or their specified designees) will approve applications for tuition assistance only if, in his judgment, the Maintenance Supervisor's work and attendance have been satisfactory. In addition, the Maintenance Supervisor must have shown sufficient initiative and promise in his performance to warrant undertaking training at Port Authority expense. Records of previous training or course work will also be taken into consideration.

c. Courses pursued must not interfere with the Maintenance Supervisor's normal job responsibilities.

d. Tuition assistance for enrollment and continued participation in undergraduate and graduate degree programs or individual undergraduate course must relate to a logical program of individual development within the scope of the Port Authority's activities.

e. Tuition assistance for enrollment in programs that have residency requirements, involve time off from work, and/or travel in connection with studies must be recommended in writing by the Maintenance Supervisor's Department/Office Director and approved by the Director, Human Resources. The recommendation must stipulate how the required time off from work will be handled (e.g. use of Vacation or Personal Leave time). Excused time may not be granted.

f. Tuition assistance for enrollment and continued participation in doctoral programs must be recommended by the employee's Department/Office Director and approved by the Director, Human Resources. Approval will be granted only if it has been determined that the Maintenance Supervisor's doctoral degree is a demonstrable necessity directly related to the his specific job functions and responsibilities. Continued participation in the doctoral program must be authorized each semester by the Director, Human Resources. In the absence of such authorization, tuition assistance will not be provided.

g. Tuition assistance for second degrees of the same kind (e.g. second Masters degree) must be approved by the Director, Human Resources.

2. Law School

a. Tuition assistance for law school (for the J.D., L.L.B., or L.L.M. Degree or equivalent) must be recommended in writing by the Maintenance Supervisor's Department/Office Director, concurred in by the Law Department, and approved by the Director, Human Resources.

b. A member of the Law Department designated by General Counsel interviews applicants submitting initial applications for law school tuition assistance and makes a written recommendation to the Director, Human Resources as to whether reimbursement is warranted, based on an evaluation of the suitability of the Maintenance Supervisor to attend law school. The recommendation is evaluated by the Director, Human Resources and may be approved only if it has been determined that the degree is a demonstrable necessity directly related to the Maintenance Supervisor's specific job functions and responsibilities.

c. Law School tuition assistance is subject to the same financial assistance rates set for all other graduate students. The only exception to this is Law Interns who are required to be students in good standing at a recognized law school, and are, therefore, reimbursed 100% for their tuition expenses.

3. Authorization for Special Courses

a. Tuition assistance applications for specialized courses of study such as vocational training for secretarial or general clerical skills, and executive MBA programs require the approval of the Director, Human Resources.

b. If the Department/Office Director determines that a Maintenance Supervisor should take a course that relates to his current specific job function he may do so outside the purview of this Section. Costs incurred should be paid through the Voucher Check Request process.

c. Correspondence and other home study courses are not qualified for tuition assistance, nor are courses for which Port Authority "in-house" training is available within a reasonable period of time.

C. Coordination with Other Sources of Financial Assistance

1. Maintenance Supervisors must disclose all other training or educational allowances they are receiving on the Tuition Assistance Application (Form PA 1020).

2. Maintenance Supervisors who are entitled to receive training or educational allowances from other sources, including fellowships, scholarships, grants-in-aid, or benefits received by veterans and active reservists from government-sponsored programs, may receive financial assistance under the Tuition Assistance Program only after funds from these other sources are fully utilized. Under no circumstances will the Port Authority duplicate any funds obtained from outside sources. If, however, the training allowances from these other sources do not fully cover tuition costs, the Port Authority will provide additional funding up to the full cost of approved courses within the limits specified herein.

3. Failure to comply with the provisions of paragraphs A and B, above, will require restitution by the Maintenance Supervisor of all funds to which he is

not entitled, through a lump-sum payment or payroll deduction, and may also result in disciplinary action.

D. Expenses Qualified for Reimbursement

1. The current schedule of tuition assistance allowances for undergraduate and graduate courses and the tax treatment of such allowances are outlined below:

   a. Tuition Assistance Allowances

      i. Undergraduate work:

         80% of actual tuition costs or up to $125 per credit, whichever is greater, plus qualified fees.

      ii. Graduate work:

         80% of actual tuition costs or up to $140 per credit, whichever is greater, plus qualified fees.

   b. Tax Treatment

      The Maintenance Supervisor is personally responsible for any federal, state and local taxes which may be due under applicable tax laws as a result of having received tuition assistance. Maintenance Supervisors should contact the Payroll Supervisor in the General Accounting Section of the Comptroller's Department for further information.

2. Fees qualified for reimbursement include:

   a. Laboratory fees specifically related to course requirements.

   b. Registration fees, when the amount of such a fee is specifically designated by the school attended.

   c. General or comprehensive fees up to a maximum of $175 per semester, when an unspecified portion of such a mandatory fee is allocated to registration by the school attended.

3. Parking fees, student fees, and other ancillary fees are not qualified for reimbursement under this Program.

4. Expenses for books, equipment, supplies, materials, travel and room and board are not qualified for reimbursement under this Program.

E. Tuition Assistance Payments

1. Tuition assistance payments are authorized by the Maintenance Supervisor's Department/Office Director or their specified designee upon receipt of proof of payment and certification of having achieved a grade of "C" or better at the undergraduate level or "B" or better at the graduate level for each course taken, provided the Maintenance Supervisor is still employed by the Port Authority on the date the course is completed. Payment will be made for "Pass" or "Complete" grades when it is the policy of the school to grade courses with "Pass" - "Fail" or "Complete" - "Incomplete" designations.

2. Requests for payment must be made within one (1) year from the original course completion date shown on the application.

3. Payments for any programs which do not fall into the category of university or college course work will be made only upon receipt of evidence of payment and certification that the Maintenance Supervisor successfully completed the course of study.

F. Financial Hardship

1. If a Maintenance Supervisor demonstrates financial hardship that would prevent him from pursuing an education within the limits of this Section, the Maintenance Supervisor may apply for advance payment of educational expenses by the Port Authority. Advance payment must be requested by the Maintenance Supervisor in a memorandum to his Department/Office Director, who may approve or disapprove the request. Approval authority for this payment may not be delegated.

2. In the event a Maintenance Supervisor granted this privilege fails to maintain his employment and/or minimum grade qualifications for any course(s) for which expenses were advanced, he must repay the Port Authority in the amount of the advance. It is the Maintenance Supervisor's department's responsibility to inform the Comptroller regarding repayment of the individual advance. Repayment time should not exceed a reasonable number of pay periods.

G. Procedures

1. Tuition Assistance applications will be maintained at each facility.

2. Maintenance Supervisors shall forward a completed Tuition Assistance application (PA Form 1020) current school catalogue and other support documents in duplicate to his Supervisor at least two (2) weeks before the course(s) begins.

3. The Supervisor will review the application, sign and forward the application to the Department/Office Director or his designee for review.

4. If, for valid reasons, the Maintenance Supervisor cannot meet the two (2)week deadline, a memorandum explaining the delay must be submitted to the his Supervisor who will also forward it to the Department/Office Director.

5. The Department/Office Director or his designee will approve or disapprove the application (stating reasons for disapproval) and return PA Form 1020 and documents to the Maintenance Supervisor.

XLII. WORLD TRADE CENTER RETENTION INCENTIVE COMPENSATION

The permanent salary adjustment provision of the Port Authority's Retention Incentive Compensation as enumerated in the Executive Director's memorandum dated December 5, 2000 and the World Trade Department Director's memorandum dated December 6, 2000, as set forth in Appendix K and Appendix L, shall remain effective for those Maintenance Supervisors receiving this compensation. This permanent salary adjustment shall continue to be incorporated into the base hourly rate of the affected Maintenance Supervisors and be paid as part of the employee's bi-weekly salary.

XLIII. PAYCHECKS

A. The Port Authority shall provide bi-weekly paychecks to Maintenance Supervisors on Port Authority paydays. The Port Authority shall continue to issue checks on an early distribution basis and on an advance basis for vacation or days off when requested by the Maintenance Supervisor. In the event a check is lost through no fault of the Maintenance Supervisor, the original check will be cancelled and a replacement check will be issued to the Maintenance Supervisor for the net amount due for the pay period. Checks will continue to be distributed to the individual Maintenance Supervisor's assigned facility. All other current pay practices will remain in effect.

B. Maintenance Supervisors shall be permitted to exercise the option to participate in the direct payroll deposit system provided to Port Authority managerial, administrative and clerical employees on the same basis as such employees. Should either the Port Authority or the provider of such system decide, for any reason, to terminate that system for Port Authority managerial, administrative and clerical employees, it will be terminated for Maintenance Supervisors.

XLIV. DEFERRED COMPENSATION PLAN

During the term of this Memorandum of Agreement, so long as the Port Authority offers to any of its employees a deferred compensation plan pursuant to 26 U.S.C. Section 457, Maintenance Supervisors shall be eligible to participate in such Plan.

XLV. PETTY CASH REIMBURSEMENT

Petty cash reimbursement will, pursuant to established practice, be processed through a facility designated petty cash custodian. Following the execution of this Memorandum of Agreement, the parties agree to engage in negotiations in regard to petty cash reimbursement and the processing of petty cash payments through the PeopleSoft System.

XLVI. MILEAGE ALLOWANCE

A. Mileage allowances and reimbursement for parking and tolls shall continue to be paid in accordance with the policies set forth in AP 15-3.05, Use of Employee-Owned and Rented Vehicles, Taxis and Car Service, as set forth in Appendix M, except that the mileage allowance shall be the maximum permissible standard mileage rate for business as provided by Internal Revenue Service Regulations and as adjusted over time pursuant to 26 CFR/I.274-5T or successor provisions of the Internal Revenue Code or Regulations.

B. Notwithstanding Section III (A) (2) (c) of AP 15-3.05, the use of a Maintenance Supervisor's own vehicle for commuting to and from work on a scheduled regular day off (RDO), vacation day, personal leave, compensatory time, holidays or on call-ins, shall continue to be considered authorized use for which the mileage allowances and reimbursement for parking and tolls set forth in Paragraph A above apply.

XLVII. PRE-RETIREMENT PROGRAM

The Port Authority shall continue a Pre-Retirement Program formulated to meet the needs and objectives of retiring Maintenance Supervisors. Maintenance Supervisors may enroll in this Program after attaining age fifty (50) and may do so only once. The Program will be run

during normal office hours and Maintenance Supervisors will be granted excused time to attend this Program when their work schedule conflicts with the scheduled Program.

XLVIII. RETIREMENT

A. Subject to applicable law, retirement benefits for Maintenance Supervisors shall be those provided under the programs applicable to Port Authority employees pursuant to the New York Retirement and Social Security Law. Eligible Maintenance Supervisors shall continue to be covered by the provisions of the "Improved Career Retirement Plan" established by Section 75-i of the New York Retirement and Social Security Law.

B. Any longevity, shift differential, premium, or other payments made to Maintenance Supervisors pursuant to this Memorandum of Agreement, shall not constitute base salary for the purposes of this Memorandum of Agreement but shall be reported to the New York State Employees' Retirement System as compensation for retirement allowance computation purposes to the extent said system includes such payment for retirement allowance computation purposes.

XLIX. COMMERCIAL DRIVER LICENSES (CDL)

When a Maintenance Supervisor is required by the Port Authority to possess a Commercial Drivers License (CDL) pursuant to Federal Regulation, the Port Authority shall reimburse the Maintenance Supervisor for the costs of obtaining a CDL and renewal of the CDL, including any required endorsements. The Port Authority will further provide Maintenance Supervisors with excused time with full pay and benefits for the taking of any test required for any CDL required endorsements and renewals, so long as endorsements and renewals are required by the Port Authority.

L. CRAFT LICENSES AND CERTIFICATIONS

A. Effective January 1, 2006 any Maintenance Supervisor required by Port Authority management to hold a license or certification that exceeds the standard requirements of the job title, shall receive an annual salary stipend of $650, regardless of the number of licenses required. This annual stipend shall be paid to eligible Maintenance Supervisors in the first pay period of each calendar year.

B. The Port Authority will provide Maintenance Supervisors with excused time and full pay and benefits for taking any tests required for such required craft licenses and/or certifications, as well as reimbursement for all costs associated with obtaining and renewing such licenses and/or certifications.

LI. AWARDS

A. Medal Awards

1. The Port Authority Medal Review Board will approve or reject all medal award recommendations that are received by the Board between the period of the last Medal Review Board meeting and the date of the subsequent Medal Review Board meeting. If the Port Authority Medal Review Board approves a medal award recommendation, the recipient of that award shall immediately receive additional vacation days, if any additional days are associated with the medal award. Any additional vacation days shall be granted in the calendar year the medal award recommendation is approved by the Port Authority Medal Review Board, and if applicable, in each calendar year thereafter.

2. All medal award recipients, active as well as retired, will be invited to receive their medal award, if and when, a medal award ceremony is conducted by the employer. Medal award nominees unable to attend a medal award ceremony will have their medal award forwarded to them by the Port Authority.

B. Service Awards

In recognition of a Maintenance Supervisor's contribution to the Port Authority, Service Award Certificates in the values as set forth below are given to them on or about the anniversary date of their employment.

5 years	$ 50.00
10 years	$ 75.00
15 years	$110.00
20 years	$165.00
25 years	$220.00
30 years	$350.00
35 years	$500.00
40 years	$550.00
45 years	$550.00

LII. EMPLOYEE FILES

A. Prior to a memorandum containing derogatory information or statements being placed into the Maintenance Supervisor's file(s), a copy will be given to him for his information. Every Maintenance Supervisor is entitled to the opportunity to rebut any written derogatory information or statements placed in his file(s). If the Maintenance Supervisor so desires, he may write a statement in rebuttal of any allegations and this material will be attached to the written material prior to it being placed in the Maintenance Supervisor's file(s).

B. Time limits for removal of derogatory materials in a Maintenance Supervisor's file(s) are set forth in Section XXVI, Disciplinary Procedure, paragraph III. subparagraph A.8 of this Memorandum of Agreement and shall apply to counseling letters or similar documents. A Maintenance Supervisor shall acknowledge receipt of counseling letters or similar documents or if such Maintenance Supervisor refuses to so initial, such refusal shall be duly noted. If written derogatory material of any type is placed in a Maintenance Supervisor's file(s) and has not been used as a basis for disciplinary action within the time limits in the Disciplinary Procedure referenced immediately above, such derogatory material shall not be used in any disciplinary action. Upon request by the affected Maintenance Supervisor or a PAMSA representative, such derogatory materials will be removed from the Maintenance Supervisor's file(s).

C. In any situation in which a Maintenance Supervisor is found not guilty or in which such complaint has been determined to be unfounded, such complaint or charge, if any, in the employee's file(s) will be removed and destroyed.

D. When an employee has been charged with a violation of Port Authority Rules and Regulations and the final disposition of any of the Charges/NOI are other than "Sustained", all records and documentation pertaining to any of those Charges/NOI "Not Sustained" shall, at the request of the employee or PAMSA representative, be removed from the employee's file(s) immediately upon final disposition and destroyed.

E. Maintenance Supervisors, or their representatives, with the employee's written permission, may examine their own employee file(s) by making arrangements in advance with appropriate personnel. Documents may not be removed, but copies may be made, if necessary.

F. No unauthorized person shall have access to the employee file(s) of a Maintenance Supervisor.

LIII. MEDICAL DATA

The Port Authority Office of Medical Services will provide a Maintenance Supervisor with a copy of his medical data upon written request.

LIV. PARKING

The Port Authority shall provide designated free parking for Maintenance Supervisors at their assigned Port Authority facilities.

LV. CREDIT FOR PRIOR PORT AUTHORITY SERVICE

A. Maintenance Supervisors who achieve ten (10) consecutive years of full-time Port Authority service, either prior to leaving or subsequent to returning, may be granted credit for prior service, regardless of the break in service.

B. A resignation or reduction in force constitutes a break in service. Paid or unpaid medical absences, Vacation, Excused Absences, Military Leave, Maternity Leave, Family Leave, Short-Term Ordinary Leave, mobility to outside organizations and suspensions without pay do not constitute breaks in service.

C. Increased benefits, such as vacation allowance, that may result from the application for consolidation of service credit will begin in the year in which the Director, Human Resources Department approves the request and will not apply to prior years.

LVI. CONTRACT BOOKLETS

A. The Port Authority, at its sole expense, shall furnish PAMSA with 325 copies of this Memorandum of Agreement within thirty (30) days after the execution of this Memorandum of Agreement.

B. This Memorandum of Agreement, including all documents annexed thereto, shall be provided to the PAMSA President on computer disk.

LVII. CONFIDENTIALITY

Except as required by applicable law, the Port Authority shall not disclose to any agency, person, corporation, etc., public or private, the personal telephone numbers, social security number or home address of any Maintenance Supervisor without his written consent.

LVIII. INDEMNIFICATION

The Port Authority shall indemnify and defend all Maintenance Supervisors against civil liability for actions taken within the scope of their employment if such Maintenance Supervisor has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and has fully cooperated in the defense thereof and has given the General Counsel of the Port Authority prompt notice of the claim or action against him.

LVIX. MISCELLANEOUS

A. Upon request, appropriate Human Resources Department staff will be available to meet with PAMSA representatives to discuss benefit coverage or other similar benefits available to Maintenance Supervisors.

B. Consistent with current practice, during a snow emergency or other type of emergency when Maintenance Supervisors are required to work, a clean single occupant per room hotel/motel accommodations shall be provided for the rest hours during the emergency at no cost to the Maintenance Supervisor.

C. Negotiations between the Port Authority and PAMSA with respect to a successor Memorandum of Agreement shall commence on or about August 1, 2007.

D. Upon execution of this Memorandum of Agreement, unless specifically set forth herein, Human Resources Procedures will no longer apply to Maintenance Supervisors.

LX. RE-OPENER

If during fact finding for a successor agreement with PAMSA the Port Authority reaches a successor agreement with the Port Authority Field Operations Supervisors Association (PAFSA), which has terms and conditions of employment which are greater than those being offered to PAMSA, then PAMSA shall have the option to request those items be negotiated with the Port Authority.

LXI. PRIOR LETTERS OF AGREEMENT

The provisions of prior letters of Agreement, annexed hereto, shall be deemed incorporated into the body of this Memorandum of Agreement.

LXII. AGREEMENT ADMINISTRATION

A. The Port Authority agrees to make available to PAMSA all relevant data they may require to negotiate collectively and to properly administer this Memorandum of Agreement.

B. The Port Authority will provide an enclosed bulletin board (at least 30 inches X 36 inches) at each facility for the exclusive use of PAMSA. PAMSA will maintain the bulletin boards, and will not post on the bulletin board any matter derogatory to the employer or to any employee.

C. The Port Authority will provide PAMSA with a copy of the minutes of the meetings of the Board of Commissioners and Committees thereof adopted after the execution of this Memorandum of Agreement and of all current and future PAIs, APs, OPIs, TBIs and Office Memorandum or similar directives affecting Maintenance Supervisors.

D. The Port Authority will provide quarterly to the designated PAMSA representative by means of computer disc the dates of birth, current addresses, and the marital and parental status of Maintenance Supervisors as such information is reflected in the Port Authority files to the extent it is authorized and/or permitted by law.

E. The material specified in paragraphs C. and D. shall be mailed to the designated PAMSA representative and shall be provided at no cost to PAMSA. With the exception of office memoranda or similar directives affecting Maintenance Supervisors, said materials shall be mailed Registered Mail or Certified Mail, Return Receipt Requested.

F With adequate notice to the Facility Manager, the President of PAMSA or his designated representative shall have exclusive visitation rights at Port Authority facilities for the purpose of administering this Memorandum of Agreement and explaining PAMSA services and programs.

G. The Human Resources Department will immediately notify PAMSA in writing upon hiring a Maintenance Supervisor, or promoting a Port Authority employee into a Maintenance Supervisor position covered by this Memorandum of Agreement.

H. The Port Authority will furnish PAMSA with a complete listing of every authorized permanent position and position number and a complete listing of every provisional position and position number for Maintenance Supervisor classes represented by PAMSA. The Port Authority will also provide PAMSA with a listing identifying the

facility locations for each authorized permanent position and every provisional position, the name of the incumbent(s) in these positions and their Port Authority employee numbers. The above information shall be provided to PAMSA no later than fourteen (14) days following the execution of this Memorandum of Agreement. Thereafter, PAMSA will be continually provided with updated listings, provided for herein, whenever there is a change in authorized permanent positions, provisional positions and/or the incumbents filling these positions.

LXIII. DUES CHECKOFF

Upon presentation to the Labor Relations Department of a dues checkoff authorization card signed by a Maintenance Supervisor, the Port Authority shall deduct from the compensation paid to the Maintenance Supervisor such dues and assessments as may be so authorized by PAMSA. The amounts so deducted shall be remitted to the designated representative of PAMSA bi-weekly. With each separate remittance the Port Authority will send PAMSA a report showing all individuals in the dues checkoff, their employee number, class code and the amount deducted from each employee.

LXIV. REPRESENTATION FEE

A. Representation Fee

During the term of this Memorandum of Agreement, Maintenance Supervisors who are not subject to dues checkoff in accordance with Section LXIII of this Memorandum of Agreement (hereinafter for purposes of this Section called "non-members") shall have deducted from their wages or salary and forwarded to PAMSA a representation fee in a manner and in an amount as provided below.

B. Representation Fee Amount

At least two (2) standard pay periods before any modification to the existing representation fee to be deducted, PAMSA shall notify the Port Authority in writing of the representation fee sum to be deducted from non-members' wages and salaries, but in no event shall such fee exceed 85% of the membership dues and assessments of PAMSA. Any change in the amount of the representation fee to be deducted shall be made upon written notification by PAMSA to the Labor Relations Department.

C. Representation Fee Deduction

The representation fee shall be deducted from non-members' wages or salary in bi-weekly installments. The total amount of representation fees so deducted shall be transmitted bi-weekly to the designated PAMSA representative along with the membership dues and assessments deducted pursuant to Section LXIII of this Memorandum of Agreement.

Representation fee deductions from the wages or salary of a non-member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the non-member's placement in or re-entry into any Maintenance Supervisor title.

If PAMSA submits a member's signed dues checkoff authorization form in accordance with Section LXIII of this Memorandum of Agreement, the Port Authority shall cease deducting the representation fee and commence deducting membership dues and assessments on or after but in no case sooner than two standard pay periods following the filing of such signed dues checkoff authorization form.

LXV. PAMSA BUSINESS

Time off for PAMSA representatives to conduct PAMSA business and for purposes of employee representation will not be unreasonably denied. Such time off will be in accordance with Information Bulletin No. 23, as set forth in Appendix N, supplemented as follows:

1. During regularly scheduled work hours and in addition to excused time otherwise provided for in this Memorandum of Agreement, PAMSA representatives shall be allowed reasonable time away from regular duties with pay and benefits as set forth below:

    a. To attend meetings called by management.
    b. To attend meetings with management for negotiation of a successor Memorandum of Agreement.
    c. To investigate and process Improper Practices and to process them at the appropriate organizational levels.
    d. To represent employees in the covered membership at all grievance, disciplinary and medical hearings or proceedings.
    e. To attend hearings and other proceedings of the Port Authority Employment Relations Panel.
    f. Upon invitation, the President or designee may attend Port Authority sponsored ceremonies or events including, but not limited to Medal Award or Service Award ceremonies and events.
    g. The President or his designee may attend the funerals of active and retired PAMSA members, their spouses, children and parents.
    h. The President or his designee may attend bi-monthly Port Authority Labor Council Meetings.

LXVI. HOURS OF WORK

A. The work week for Maintenance Supervisors covered by this Memorandum of Agreement shall consist of five (5) days, each consisting of eight (8) hours of work paid at straight time rates computed by dividing by eighty (80) the total of the base bi-weekly salary payable to Maintenance Supervisors.

B. Maintenance Supervisors shall have two (2) regularly assigned days off each week and such days shall be consecutive.

C. At facilities where snow emergency work schedules are used, schedules for Maintenance Supervisors are to be developed and posted as far in advance of the anticipated snow season as practicable. The snow season shall extend from November 15th through April 15th. Snow emergency work schedules shall consist of "A" and "B" shifts, each consisting of twelve (12) consecutive hours of work, including meal periods and other reliefs. The "A" Shift will commence 7 a.m. and end at 7 p.m. The "B" shift will commence at 7 p.m. and end at 7 a.m.

1. The snow emergency work schedule shall include the names of the Maintenance Supervisors assigned and their scheduled shifts and starting times.

2. Posted snow emergency work schedules may be implemented whenever weather conditions are such that the facility deems it to be appropriate.

3. The starting and ending of snow emergency periods should be clearly communicated to all affected Maintenance Supervisors in order that the return to the normal work schedule is accomplished with a minimum of difficulty.

4. A Maintenance Supervisor's normal work schedule may be changed when a posted snow emergency work schedule is put into effect without payment of a Schedule Change Premium as set forth in Section VI.

LXVII. FAIR LABOR STANDARDS ACT (FLSA)

In the event the maximum hours provisions of the Fair Labor Standards Act (FLSA) become applicable to Maintenance Supervisors, the parties agree to meet and negotiate over all mandatory subjects of bargaining arising out of the applicability of the FLSA to the members of PAMSA.

LXVIII. SAVINGS CLAUSE

A. If any provision of this Memorandum of Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Memorandum of Agreement.

B. All provisions of this Memorandum of Agreement, including but not limited to wages, benefits, and all other conditions of employment, unless otherwise amended, shall remain in full force and effect until a successor Memorandum of Agreement is executed.

LXIX. REASSIGNMENTS

Except for involuntary reassignments or involuntary transfers initiated for the good of the Agency, no Maintenance Supervisor shall be involuntarily reassigned or involuntarily transferred to another facility.

LXX. PORT AUTHORITY PASSES AND FREE USE OF PORT AUTHORITY FACILITIES

A. Employee Passes

Employee passes may only be used by Port Authority employees who must be prepared to present Port Authority photographic identification when any employee pass is used.

1. Commutation Passes

Commutation Passes are issued on request to any Port Authority employee regardless of length of service for commuting to and from work via Port Authority tunnels or bridges in a vehicle in which the Maintenance Supervisor is an operator or passenger.

These passes are to be used in lieu of paying the toll fee. They are not valid for use at parking lots at any facility. Exception: Commutation Passes shall not be issued for use by a Maintenance Supervisor during a period for which he has been issued TransitCheks or QuickCards unless the use of a vehicle is necessary to access public transportation.

2. Personal Passes

a) Personal Passes are issued on request, in accordance with the pass allowance schedule given below to Port Authority permanent and project Maintenance

Supervisors, retired Maintenance Supervisors and Maintenance Supervisors on military leave, for use at tunnels, bridges, and some air terminal parking lots. See Aviation Department Internet Website or departmental administrator for a current listing of those airport parking lots where employee personal passes may be utilized and any limitations relating thereto. The calendar year pass allowance is:

Length of PA Service	Number of Books
Less than 9 months	None
9 months but less than 1 year	1
1 year but less than 7 years	4
7 years and over	5

Retired Maintenance Supervisors and Maintenance Supervisors on military leave receive the same allowance to which they would be entitled if their Port Authority service had not ended or was not interrupted.

Department Directors are authorized to increase the scheduled allowance for certain individuals when the need is clearly demonstrated.

b) Use of Personal Passes is subject to the following conditions:

(I) They are not transferable.

(II) They can be used for motorcycle, automobile (including attached trailer), van, light truck, or recreational vehicle in which the employee is riding when that vehicle has personal plates.

(III) Use of Central Terminal Area parking lots at airports is limited to a maximum period of four hours at no charge. Maintenance Supervisors parking beyond the four-hour limit are required to pay the regular public parking rate from the time the vehicle was initially parked. Use of the Long Term Parking Lots at airports is limited to a maximum of 24 hours at no charge. Maintenance Supervisors parking beyond the 24-hour limit are required to pay the parking charges for time in excess of 24 hours, starting with the first day rates. A Maintenance Supervisor

who uses an airport parking lot must, on leaving the parking lot, sign and date the personal pass and the parking lot ticket and insert the parking ticket into the slot at the exit lane before submitting the personal pass to the parking lot attendant. If the Maintenance Supervisor is on official Port Authority business, the appropriate charge should be paid, and a receipt should be obtained and submitted to the Port Authority for reimbursement in accordance with Port Authority procedures.

(iv) Use of Port Authority personal passes for free parking in public airport lots is a privilege for isolated instances of parking. Personal passes are not to be used to park during work hours by Maintenance Supervisors who are assigned full-time to jobs at JFK, LaGuardia or Newark Airports.

B. Regular Free Parking at Port Authority Facilities

1. Authorization

The authorization of the Assistant Executive Director/Administration is required for regular free employee parking at revenue producing facility parking lots (other than that allowed for through the use of passes or via Memorandum of Agreement).

2. Requests for Authorization

Requests for authorization of free parking are submitted by the Maintenance Supervisor's department director to the Assistant Executive Director/Administration and are prepared in memorandum form as follows:

a) The request memorandum contains the parking lot location, the titles of the Maintenance Supervisors requiring parking, the hours parking is needed, and the reason the authorization is needed.

b) The memorandum must first be forwarded, for review and concurrence, to the director of the department having the responsibility for the parking facility, to determine whether adequate parking capacity exists.

For auditing purposes, each department is responsible for maintaining a list of these employees authorized free parking in revenue producing areas under its jurisdiction. All authorizations must be in effect for not more than a one-year period, after which they must be renewed or canceled.

C. Issuance of Passes

1. Commutation Passes

The custodian should be certain that the Maintenance Supervisor's residence and place of work require use of these passes and that the Maintenance Supervisor has not been issued monthly TransitCheks or PATH QuickCards for the period during which the Commutation Passes would be used. Passes are issued one book at a time by the custodian who checks the date the previous book was issued to control misuse. The Maintenance Supervisor inserts his name and the date issued on the receipt which is filed. These receipts should be retained in accordance with the Port Authority Record Retention Schedule or until examined by the Audit Department.

2. Personal Passes

a) Passes are issued, one (1) book at a time, by the custodian who checks the Maintenance Supervisor's allowance and the number of books previously issued and the date the previous book was issued to ensure that the allowance is not exceeded and to control misuse. The Maintenance Supervisor signs the receipt and the custodian enters his name and the date on the receipt which is filed. These receipts should be retained in accordance with the Port Authority Record Retention Schedule or until examined by the Audit Department.

b) Passes for retired Maintenance Supervisors and Maintenance Supervisors on military leave are issued by the Compensation and Benefits Division of the Human Resources Department upon request of such individuals.

D. General

1. Employee Leaving Port Authority Services

The organization unit head is responsible for obtaining unused passes from Maintenance Supervisors leaving the Port Authority for reason other than retirement.

2. Transferred Employee

The organization unit head is responsible for informing the new unit of the number of Personal Pass books issued during the current year and the date that the last Commutation Passbook was issued.

3. Lost Passes

A Maintenance Supervisor must immediately report lost passes to the custodian who makes a notation of the loss on the receipt. The custodian should report lost passes to the organization unit head, who informs the Office of the Director, TB&T by memorandum, copy to the Treasurer and Director of Audit. The TB&T Director's office furnishes all crossings with a record of lost passes. Replacement of lost passes is authorized if, in the unit head's opinion, the circumstances warrant such action.

4. Misuse of Passes

The misuse of passes may result in formal disciplinary action and the cancellation of pass privileges.

5. Unused Passes

Maintenance Supervisors must return unused passes to the custodian when no longer needed. The custodian destroys the unused passes in the presence of a witness and the destruction is recorded by a memorandum signed by both parties.

LXXI. INSTITUTION OF E-Z PASS PROGRAM

1. Pilot Program

Effective upon the execution of this Memorandum of Agreement, the Port Authority agrees to implement a non-funded E-Z Pass pilot program for Maintenance Supervisors for use at Port Authority facilities except that employees requiring a license plate tag will not have the option to enroll in the E-ZPass pilot program. The pilot program will offer E-Z Pass in lieu of personal and commutation passes to those Maintenance Supervisors who elect to participate for a trial period terminating on Monday, December 31, 2007. Upon termination of the pilot program, all Maintenance Supervisors will either be permanently enrolled in the E-Z Pass Program with either a funded or non-funded pass in accordance with this Section or all Maintenance Supervisors will receive personal and commutation passes in accordance with Section LXX of this Memorandum of Agreement.

2. Employee Non-Revenue E-ZPass Program

A. The Program allows for free passage for Port Authority employees at facilities operated by the Port Authority. The number of free passages at Port Authority Tunnel and Bridge facilities and the free use of parking lots at Port Authority Airports for Maintenance Supervisors shall not be less than under the Personal and Commutation Pass Section. The Employee E-ZPass tag may only be used in a vehicle occupied by the employee to whom it is issued for free commutation or personal (non-commercial) passage at Port Authority tunnels and bridges. If, inadvertently or unavoidably, use of a non-revenue tag occurs when the employee is not in the vehicle, the employee must reimburse the Port Authority for that toll incurred. The Employee E-ZPass tag may not be used in return for payment or other form of compensation such as driving a delivery vehicle, taxi or limousine.

Employees are issued a unique non-revenue Employee E-ZPass tag and an individual E-ZPass account upon application for the Port Authority Employee E-ZPass Program. Only one tag, the employee/retiree non-revenue tag, is permitted to be on the account. If the employee chooses to fund the account with a prepaid toll balance, the Employee E-ZPass tag may also be used for the employee's personal travel at non-Port Authority toll facilities that accept E-ZPass. If the account is funded with a prepaid toll balance, the employee is responsible for maintaining sufficient funds in the account at all times.

B. Eligibility

The Port Authority Employee E-ZPass Program is available to eligible active and retired employees. Newly hired permanent Port Authority employees will receive Employee E-ZPass enrollment materials as part of their orientation package.

C. Employee Responsibilities

Employees must follow all E-ZPass rules and regulations, the New York E-ZPass Customer Agreement Terms and Conditions, Port Authority Addendum to the Terms & Conditions, and this Section.

D. Misuse of Employee E-ZPass Tags

The misuse of an Employee E-ZPass tag may result in formal disciplinary action, the cancellation of free passage privileges, and other appropriate penalties.

E. Vehicle Class

If the employee's vehicle is not a Class 1 vehicle (which typically includes private vehicles such as automobiles, sport utility vehicles "SUVs", minivans, or personal use vans) with two axles and single rear wheels, you may not use the tag at any toll facility that is not operated by the Port Authority.

F. E-ZPass License Plate Tags

Some vehicles may require a license plate tag which is only available for funded accounts following the pilot program. Applicable rules and regulations applying to E-ZPass license plate tags will be communicated to affected employees/retirees.

G. Lost, Stolen or Retained Employee E-ZPass Tags

Employees must immediately report a lost, stolen or retained Employee E-ZPass tag to the New York Customer Service Center. Replacement of the lost or stolen or retained E-ZPass tag shall be on the same terms and conditions as management, as may be modified from time to time.

H. Account Suspension or Revocation

In the event that an Employee E-ZPass account is Speed Suspended or Revoked, the employee must immediately notify the department administrator and discontinue use of the tag at all Port Authority and non-Port Authority facilities. Use of a tag associated with a suspended or revoked account will result in the issuance of Violations with related tolls and fees being due. These will be the responsibility of the employee to satisfy.

I. Non-Functioning E-ZPass Tags

In the event an E-ZPass tag stops working through no fault of the employee, the Port Authority will replace the E-ZPass tag without cost to the employee.

J. Petty Cash Reimbursement

An employee who reports his E-ZPass tag lost, stolen or retained or if the account is suspended or revoked, may submit requests for reimbursement of tolls paid through the employee's department's petty cash process. In order to be considered for reimbursement, the vehicle must use the Cash lane and a receipt for tolls paid must be obtained. The employee will be reimbursed until his E-ZPass is replaced, or until, at the discretion of management:

(a) The Port Authority provides the employee with a "Port Authority Non-Revenue E-Z Pass tag" until his E-Z Pass tag is replaced, or,
(b) The Port Authority provides the employee with personal passes and commutation passes for commuting to and from work.

K. Identification

Employees must be prepared to show Port Authority photo identification when using the Employee E-ZPass tag at Port Authority facilities.

L. Audit

All non-revenue use at Port Authority facilities with an Employee E-ZPass account are subject to audit for compliance with the guidelines established in this section, the E-ZPass Customer Service Agreement and the Port Authority Addendum to the Agreement.

M. Employee Separation

An Employee E-ZPass account is deactivated upon separation from Port Authority service, with the exception of retiring employees who retain their Employee E-ZPass account privileges. The tag must be returned to the Departmental Administrator upon leaving or the employee is charged the prevailing rate for the tag.

N. Airport Parking

Employees may use the non-revenue E-ZPass tag at certain Port Authority parking lots (see Aviation Department's intranet website or the department administrator for a current schedule of which airport parking lots are available for employee parking). The available airport parking lots may be modified from time to time.

O. Electronic Statements

Where an active Port Authority employee has access to Port Authority "Outlook", E-ZPass statements will be forwarded to the employee via this system. All other employees/retirees participating in the E-ZPass Program will receive their E-ZPass statement via U.S. mail, unless the employee/retiree provides the Port Authority with an e-mail address.

LXXII. PERFORMANCE MANAGEMENT

A. The Performance Management Program (PMP) is a performance appraisal system designed to assist the Port Authority to attain its organizational goals and business objectives through its human resources. Performance appraisal documents employee performance in relation to business objectives, and provides employees with effective feedback to improve job performance, including identification of job-related training and development needs. Performance Management shall be conducted in accordance with the following procedures:

1. Maintenance Supervisors shall receive a formal performance appraisal on an annual basis. Shorter rating periods may be used at the discretion of management where appropriate (e.g., new employee, marginal performers).

2. A Performance Management Record (PMR) must be completed in a timely manner. PMR's completed more than two (2) months following a Maintenance Supervisor's anniversary date shall be considered null and void.

Where a Maintenance Supervisor does not receive a timely completed PMR, his performance appraisal for that year shall be no less than fully competent.

3. Disciplinary action shall not be automatically imposed as a result of a performance rating on a PMR. However, the PMR may be used as evidence in a disciplinary hearing in support of Charges and Specifications or a Notice of Intention to Discipline.

4. The Maintenance Supervisor meets with his Supervisor to develop the specific performance objectives and measures which will establish the basis of the performance appraisal review. Such performance objectives and measures must be attainable and related to job duties.

5. At least one interim review will be conducted during the review period if there has been a change in either the Maintenance Supervisor's overall performance or the PMR's performance objectives and measures.

6. At the conclusion of the review period, the Maintenance Supervisor's results are compared against the established PMR performance objectives and measures by his Supervisor.

7. The Maintenance Supervisor meets with his Supervisor to discuss the Maintenance Supervisor's achievements, key competencies and overall performance rating, and to identify any training and development needs relevant to the Maintenance Supervisor's current position. Identified training and development needs are recorded on the PMR. Training and development courses as determined by the Port Authority may be provided to the Maintenance Supervisor if the Port Authority determines the same are necessary in order for the Maintenance Supervisor to successfully fulfill his assigned duties but shall be provided to the Maintenance Supervisor when identified on the PMR.

8. If an individual training plan is developed for a Maintenance Supervisor, a copy of the training plan shall be provided to the Maintenance Supervisor.

9. The Maintenance Supervisor signs the appraisal from to indicate that he is aware of its contents, adding any relevant comments.

10. Should the Maintenance Supervisor disagree with the rating, he should indicate the area of disagreement and the reasons for such on the PMR. If the Maintenance Supervisor refuses to sign the PMR, his Supervisor should note the refusal on the PMR.

11. The Maintenance Supervisor shall receive a copy of the completed PMR.

12. A copy of the completed PMR must be retained in the Maintenance Supervisor's Department.

13. If a Maintenance Supervisor receives a "below standard" rating or its equivalent on his PMR, the Maintenance Supervisor's step increase may be withheld. If a Maintenance Supervisor's step increase is withheld, the Maintenance Supervisor shall have an interim review three (3) months after the Maintenance Supervisor's anniversary date and an interim review will be conducted every three (3) months thereafter until the Maintenance Supervisor's next anniversary date or until the Maintenance Supervisor's rating is "needs improvement" or its equivalent on his PMR or better on his PMR.

14. If at the conclusion of any three (3) month interim review, a Maintenance Supervisor's rating rises above "below standard" or its equivalent on the PMR, the withheld step increase shall be implemented immediately.

LXXIII. TERM OF MEMORANDUM OF AGREEMENT

The term of this Memorandum of Agreement shall commence January 1, 2003 and expire December 31, 2007.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

BY: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

DATE: 12-6-06

UNITED SERVICE WORKERS UNION - INTERNATIONAL UNION OF JOURNEYMEN AND ALLIED TRADES (USWU - IUJAT) LOCAL 111M (PAMSA)

BY: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: William Morrison

THE PORT AUTHORITY OF NY & NJ EXHIBIT 1

225 PARK AVENUE SOUTH
NEW YORK, NY 10003-1604

NOTICE

All are hereby notified that pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction The Port Authority of New York and New Jersey intends to grant exclusive recognition to Transportation, Communications International Union, AFL-CIO, CLC, without an election for the representation of a negotiating unit composed of employees of the Port Authority in the job titles listed below with regard to terms and conditions of employment:

Maintenance Services Supervisor
Maintenance Group Supervisor
Maintenance Unit Supervisor
General Maintenance Supervisor
Chief Maintenance Supervisor

Dated: September 23, 2002

By: H Zelaeff

This notice shall remain posted for ten (10) consecutive days from the date of posting and shall not be altered, defaced or covered by any other material.

HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION
435-2832

APPENDIX A

CLASS TITLE AND SALARY RANGES OF MAINTENANCE SUPERVISORS COVERED BY MEMORANDUM OF AGREEMENT WITH USWU - LOCAL 111M (PAMSA)

CLASS CODE	CLASS TITLE	SALARY RANGE
6001	Maintenance Services Supervisor	FM-2
6002/6902	Maintenance Group Supervisor	FM-3
6003	Maintenance Unit Supervisor	FM-4
6004/6904	General Maintenance Supervisor	FM-5
6005	Chief Maintenance Supervisor	FM-6

NOTE: The Qualifications Section of each of the above listed Class Titles are not arbitable and shall not be subject to the Grievance Arbitration Procedure contained in this Memorandum of Agreement.

SPECIFICATION NO.: 6001
DATE ISSUED: 04/69
DATE REVISED: 4/88

CLASS TITLE: Maintenance Service Supervisor
PAY PLAN/LEVEL (RANGE): FM-2
FLSA STATUS: Exempt
DEPARTMENT: Various
JOB SERIES: Facility Maintenance

A. SUMMARY OF RESPONSIBILITIES

In the series of maintenance supervisory classifications, this class furnishes immediate first line supervision for small groups of semi-skilled maintenance employees engaged in environmental activities vehicle servicing, warehousing, stockkeeping functions, and service contracts. This class assigns, inspects, guides, and reviews work using established procedures, work routines, and methods. Employees in this class may be required to work rotating shifts covering 24 hours a day, seven days a week, and may function as the immediate supervisor of a small group of semi-skilled maintenance, environmental, warehouse, or contract employees during off hour periods.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated class of Maintenance Group Supervisor, which supervises skilled trades personnel and subordinate supervisors, the Maintenance Service Supervisor is a first line supervisor responsible for less diversified and complex activities involving the supervision of a small crew of semi-skilled maintenance, warehouse, or service contract employees who work on specific shifts or special maintenance projects.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

1. Receives assignments, direction and guidance from higher level maintenance supervisor in the same field. Supervises, trains, and schedules the work of a small group of semi-skilled employees.

2. Supervises and instructs subordinates in routine maintenance and service functions such as environmental, vehicle servicing, building maintenance, inventory receipts, ordering, distribution, storage and quality control checks.

3. Assigns, inspects, and schedules work.

4. Prepares progress reports.

5. Analyzes requirements and oversees systems, materials, and methods used.

(Continued)

6. Supervises and conducts routine inspections.

7. Responsible for preliminary preventive maintenance.

8. Instructs subordinates on proper use of equipment.

9. Reviews blueprints and makes recommendations of proposed new construction, alterations to equipment, or other alternatives in regard to activities within his/her area of responsibility.

10. Responsible for housekeeping functions within the confines of the equipment and work area.

11. May supervise a group of employees performing snow removal or other duties related to emergencies.

12. May be required to act as liaison and oversee the performance of outside maintenance service contractors (i.e., elevator/escalator repair, sign systems, water/electric meter repair, facility cleaning and other service contracts as may be required).

D. JOB REQUIREMENTS

1. Knowledge

Thorough knowledge and use of hand and power tools.

Must be familiar with environmental terminology.

Must understand safety practices pertaining to work being performed.

2. Ability and Skills

Ability to read and work from blueprints.

Ability to plan, assign, and supervise work of subordinates, semi-skilled maintenance, contract or Port Authority employees.

Be able to effectively communicate written and verbal instructions.

3. Physical/Medical Requirements and Effort

Heavy lifting and pushing may be required.

4. Working Conditions

(Continued)

May work irregular hours or shifts to oversee performance of subordinates or contract employees.

Periodic exposure to the elements, and adverse weather conditions.

May be required to respond to emergency conditions.

5. Qualifications

a. Education - Graduation from a standard four year high or vocational school or possess a recognized equivalency certificate.

b. Experience/Training/Licenses - Three years full-time paid maintenance work experience in the semi-skilled level of General Maintainer, Trades Helper, or above and be on the Junior Maintenance/Service Supervisory Evaluation Roster. Must possess a valid New Jersey or New York Driver's License. On some assignments, may be required to obtain food handling certificate and/or obtain exterminators license.

SPECIFICATION NO.: 6002/6902
DATE ISSUED: 4/69
DATE REVISED: 4/88
DRAFT REISSUED: 8/93

CLASS TITLE: Maintenance Group Supervisor
PAY GRADE: Level FM-3
FLSA STATUS: Exempt
DEPARTMENT/LOCATION: All Line Departments
JOB SERIES/AFFILIATION: Facility Maintenance (MCS)

(Note: For purposes of the Dewey Lease, duties which can be directly charged to JFKIA accounting codes are assigned to 6900 series class codes.)

A. SUMMARY OF RESPONSIBILITIES

In the series of maintenance supervisory classes, this class directly supervises maintenance activities of moderate scope and complexity involving skilled maintenance activities. This class requires the capacity to effectively plan, schedule, and control maintenance projects and routines; provide technical direction and expertise in one or more skilled trades or major maintenance functions, and achieve satisfactory levels of performance from assigned personnel. This class acts as the immediate supervisor of a small to moderate sized group of skilled trades employees and exercises general supervision over extensive general maintenance functions which includes contract administration. The position estimates and schedules work projects, specifies work methods, achieves efficient and competent completion of work, possesses technical competence in one or more skilled trades, or has a comprehensive knowledge of general maintenance functions, and/or contract administration. Receives assignments, direction and guidance from a higher level maintenance supervisor who periodically reviews work for progress and technical competence.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated Maintenance Unit Supervisor class which supervises a moderate sized highly skilled trades group or supervises a large group of employees in one or more skilled trades groups, the Maintenance Group Supervisor class supervises maintenance activates of more limited scope, diversity and complexity involving skilled trades personnel.

As compared to the lower rated Maintenance Services Supervisor class which supervises a small group of semi-skilled employees, the Maintenance Group Supervisor class supervises skilled trades personnel and subordinate supervisors in maintenance activities of greater scope and complexity.

(CONTINUED)

C. ESSENTIAL FUNCTIONS (PURPOSE OF POSITION)

(It is not the intent of this essential function listing to state or imply that these are the only duties performed. There may be minor local differences to the general class specification at various facilities and within the Class Title at the same facility. Incumbents will be required to follow any other job-related instructions and perform other comparable job-related duties requested by their superiors.)

1. Exercises supervision over skilled and/or semi-skilled employees, including the scheduling and assignment of their work, training in work methods, following safe work practices and discipline. Administers provisions of union contracts and sick absence control policies.

2. Supervises and instructs subordinates in routine maintenance activities in such areas as air-conditioning and heating, automotive repair, bridge painting, electrical, electronics, gardening, sanitation, structural maintenance, paving, mechanical and machine maintenance and railroad track repair work.

3. Supervises cleaning and facility sanitation functions of considerable scope and complexity, and directs the activities of assigned lead and supervisory personnel.

4. Responsible for instructing assigned personnel in safety and proper use of equipment.

5. Investigates equipment and system failures and identifies causes.

6. Plans and supervises repairs and replacement.

7. Assigns and schedules work and reports progress.

8. Makes and supervises inspections of facility conditions and equipment.

9. Analyzes manpower and material requirements and specifies equipment, material and work methods to be used.

10. Responds to requests of facility tenants for maintenance services within the position's area of responsibility.

11. Reviews drawings and contract specifications and makes recommendations

(CONTINUED)

regarding maintenance aspects of proposed new construction or alterations.

12. May act as liaison with/or oversees the performance by outside contractors including, but not limited to, repair of elevators, escalators, water, and/or electrical meters, boilers, sign systems, and facility cleaning contracts, automotive body and transmissions repairs.

13. May assume responsibilities of Maintenance Unit Supervisor when required.

14. Assists in the preparation of unit's budget.

15. Assists in updating the unit's roster of routines.

16. Supervises snow removal or other emergency activities.

17. Trains newly assigned co-workers and oversees and trains subordinates.

D. MINIMUM JOB REQUIREMENTS

1. Knowledge - Possesses thorough knowledge of maintenance equipment, tools, work methods terminology of various trades, understands safety practices common to the trades, and reads and plans work from drawings.

2. Ability and Skills - Plans and assigns work, and supervise maintenance personnel effectively.
Evaluates the condition of structures, equipment, systems, and materials as well as recommend measures to correct deficiencies.
Possess a working knowledge of the Maintenance Control System or AMOS systems.
Possess a knowledge of proper operation and maintenance of special purpose vehicles and equipment as well as their purpose, capabilities and limitations.
Effectively communicate written and verbal instructions.
Estimates time, materials, equipment, and labor requirements for maintenance and sanitation work.
Ability to read and speak english appropriate to the level of the position.

3. Physical and Mental Demands - On certain assignments, may work at heights on suspended elevated platforms.
(Must not have any impairments that would interfere with the effective

(CONTINUED)

and safe performance of the essential functions of this class, or that would pose a threat or significant risk to the health and safety of themselves, other employees, or the public.)

4. Working Conditions - May work irregular hours to check, supervise and observe work in progress.
Generally similar to those associated with the maintenance trades depending on specific assignment.

5. Qualifications

   a. Education - Graduation from a standard four year high or vocational school or possess a recognized high school equivalency diploma. College credits are desirable.

   b. Experience/Training/Licenses - Three years full-time paid maintenance work experience at the semi-skilled level of General Maintainer, Trades Helper, or above and be on the Junior Maintenance/Service Supervisory Promotion Evaluation Roster. Must possess a valid New Jersey or New York Driver's License. On some assignments, may be required to:

      1. Possess a Stationary Engineer's License as issued by the State of New Jersey or New York City.

      2. Possess a Refrigeration Operator Maintenance License as issued by the State of New York or New York City.

      3. Possess a valid Second Class Radio Telephone License issued by the Federal Communications Commission.

      4. Qualify as a High-Tension System Operator.

For assignment at Port Newark, the following apply:

Understands special terminology concerned with railroad track and equipment.
Possesses a through knowledge of railroad rules and regulations regarding operation within a switching yard.
Investigates derailment accidents for preparation of cost estimates of damage to Port Authority property, determine cause and fix responsibility.
Understands and follows safety precautions of track construction.
Ability to gauge track properly.

SPECIFICATION NO:	6003
DATE ISSUED:	6/69
DATE REVISED:	4/88
DATE REISSUED:	8/93

CLASS TITLE:	Maintenance Unit Supervisor
PAY GRADE:	Level FM-4
FLSA STATUS:	Exempt
DEPARTMENT/LOCATION:	All Line Departments
JOB SERIES/AFFILIATION:	Facility Maintenance (MCS)

A. SUMMARY OF RESPONSIBILITIES

In the series of maintenance supervisory classes, this class is responsible for maintenance activities of broad scope and considerable complexity involving skilled maintenance or cleaning functions. This class requires the capacity to plan, implement, and control maintenance programs, direct and coordinate the work of subordinate supervisory personnel, and appraise the effectiveness of maintenance methods, materials and equipment. Provides general supervision over skilled maintenance activities of considerable scope and complexity, or large facility cleaning and general maintenance operations, or automotive maintenance programs. Plans, controls and appraises programs which significantly influence the effectiveness of the facility's or unit's maintenance activities. Possesses broad technical competence in maintenance or cleaning concepts and practices. Receives direction and guidance from a higher level maintenance supervisor or management personnel who periodically review its work through conferences and reports for progress and effectiveness.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated General Maintenance Supervisor class which typically has comprehensive responsibilities for diverse maintenance activities. The Maintenance Unit Supervisor class is a second-line supervisor who usually oversees and supervises a major segment of the facility's or unit's maintenance operations.

As compared to the lower rated Maintenance Group Supervisor class which is the first-line supervisor for maintenance activities of more limited scope, diversity, and complexity involving less trades personnel. The Maintenance Unit Supervisor class is the second-line supervisor having greater responsibility, typically in the areas of program planning and control and in the scope and complexity of maintenance activities supervised.

C. ESSENTIAL FUNCTIONS (PURPOSE OF POSITION)

(It is not the intent of this essential function listing to state or imply that these are the only duties performed. There may be minor local differences to the general class specification at various facilities and within the Class Title at the same facility. Incumbents will be required to follow any other job-related instructions and perform other comparable job-related duties requested by their superiors.)

1. Oversees subordinate supervisors in the supervision of maintenance personnel and activities in assigned field including, but not limited to, automotive repair, structural, electrical, mechanical and electronics maintenance, bridge painting, sign services, paving, gardening, cleaning, and purchasing and supply services.

2. Plans and participates in the instruction of assigned personnel in work methods and techniques, use of safe work practices, and use of materials and equipment, and oversees all assigned work programs to insure goals and deadlines are effectively met.

3. Supervises subordinate supervisors who may supervise skilled and/or unskilled employees as well as outside contractors.

4. Makes technical and personnel recommendations for various trade areas which affect the effectiveness and economy of facility maintenance activities.

5. Observes condition of areas under its jurisdiction and directs required corrective action, using established procedures and guidelines, or recommends new ones.

6. Develops, analyzes, prepares, and recommends new or improved maintenance such as electrical, plumbing, automotive, purchasing and material handling procedures and programs.

7. Analyzes maintenance activities to insure the optimum utilization of manpower and to evaluate the effectiveness of work methods, materials and equipment. Develops maintenance programs to improve present practices or to meet new requirements. Insures that assigned personnel adhere to maintenance control planning and reporting procedures.

8. Reviews plans for facility alterations or construction and evaluates them for their impact on operations and maintenance. May coordinate facilities activities with outside contractors during construction and compile information on the maintenance requirements of new installations.

9. Maintains effective relationships with tenants, outside contractors and/or vendors.

10. Participates in the preparation of maintenance budgets, prepares justifications for the purchase of new equipment or for additional personnel. Compares budget performance to plan and determines reason for variances. Authorizes emergency purchases of parts and materials within authorized limits.

11. Update unit's roster of routines.

12. Supervises snow removal and other emergencies.

13. Performs other comparable related supervisory and administrative duties.

14. Trains newly assigned co-workers and oversees and trains subordinates.

D. MINIMUM JOB REQUIREMENTS

1. Knowledge - Must possess a thorough knowledge of the requirements, tools, ordering processes, and terminology in the maintenance trades, such as automotive, electrical, mechanical, structural and material handling.
   Prepares reports, memoranda, and other correspondence pertaining to unit's activities.
   Must possess a knowledge of the layout and characteristics of technical maintenance material handling and other systems under the position's jurisdiction.
   On certain assignments, must possess the technical knowledge of a specific maintenance trade to provide subordinates with technical assistance and guidance.

2. Ability and Skills – Ability to read and work from blueprints. Plans, assigns and supervises diverse maintenance work force such as in conformity to the Maintenance Control System.
   Effectively communicates written and verbal instructions.
   Prepares complex records or work, materials, reports, and purchase requisitions.
   Ability to read and speak English appropriate to the level of the position.

3. Physical and Mental Demands – On certain assignments, may be required to work at extreme heights.
   (Must not have any impairments that would interfere with the effective and safe performance of the essential functions of this class, or that would pose a threat or significant risk to the health and safety of themselves, other employees, or the public.)

4. Working Conditions – Exposure to adverse weather conditions.
   May work irregular hours or shifts to observe staff performance.

5. Qualifications

a. Education - Graduation from a four-year standard high or vocational school or possess a recognized equivalency certificate. College credits are desirable.

b. Experience/Training/Licenses – Two years full-time maintenance supervisory work experience with one year at Maintenance Group Supervisor, and be on the Junior Maintenance/Service Supervisor Promotion Evaluation Roster. Must possess a valid New Jersey or New York Operator's License. On some assignments, may be required to:

1. Be a qualified High Tension Controller, Operator or Switcher.

2. Possess a Stationary Engineer's License and a Refrigeration Engineer's License issued by the State of New Jersey or Refrigeration Operator's Machine License issued by New York City.

3. Possess a valid first or second class Radio Telephone Operator's License issued by Federal Communications Commission and/or a Certificate issues by the Federal Aviation Agency.

SPECIFICATION NO.: 6004/6904
DATE ISSUED: 03/72
DATE REVISED: 04/88

CLASS TITLE: General Maintenance Supervisor
PAY PLAN/LEVEL (RANGE): FM-5
FLSA STATUS: Exempt
DEPARTMENT: Various
JOB SERIES: Facility Maintenance

(Note: For purposes of the Dewey Lease, duties which can be directly charged to JFKIA accounting codes are assigned to 6900 class codes.)

A. SUMMARY OF RESPONSIBILITIES

In the series of maintenance supervisory classifications, this class requires administrative skills as well as technical competence in planning and supervising through subordinate supervisory personnel, diverse maintenance activities of broad scope and complexity. This class typically acts as the head of maintenance unit at a small facility, or as the assistant to the maintenance unit head, supervising a large work force. This class plans and controls the technical, administrative, and financial aspects of various maintenance programs; evaluates and improves the effectiveness of programs, utilization of resources, insure the optimum utilization of resources in achieving objectives.

Receives direction and guidance from a Chief Maintenance Supervisor, Supervisor, Airport Maintenance Services, or Assistant Manager, who review work periodically for progress and attainment of standards and objectives.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated Chief Maintenance Supervisor classification which is primarily responsible for the planning and day-to-day supervision, the General Maintenance Supervisor performs as an assistant to the maintenance unit head at a facility or directs a major maintenance program or the maintenance unit at a smaller facility.

As compared to the lower rated Maintenance Unit Supervisor classification which oversees and supervises a segment of a facility's maintenance program, the General Maintenance Supervisor directs a major maintenance program, the activities of an entire maintenance unit at a small facility, or acts as the assistant maintenance unit head at a larger facility.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

1. Supervises subordinate supervisors and through them supervises maintenance personnel assigned to a variety of the maintenance duties. Administers provisions of union contracts including sick absence control policies.

2. Directs subordinate supervisors engaged in supervising maintenance trades assigned to air conditioning and heating, automotive repair, fire protection, communications equipment, electrical, electronics, gardening, structural masonry, painting, paving, plumbing, sanitation, sheet metal, welding, warehousing, distribution, carpentry, and general maintenance-type work and other related maintenance activities.

3. Develops and evaluates maintenance programs to insure the most efficient utilization of resources. Evaluates the effectiveness of work procedures, methods, materials, and equipment; recommends and implements changes where necessary.

4. Plans, initiates and directs maintenance programs to improve existing practices or to meet new requirements. Insures that subordinate personnel adhere to safe and efficient maintenance practices to prevent damage to equipment, structures and injury to personnel.

5. Reviews proposed facility alteration and/or construction projects for their potential impact on maintenance activities.

6. Coordinates facility activities with outside contractors and tenants during periods of construction.

7. Provides technical assistance to facilities on various operational and maintenance problems; reviews specifications for operational and maintenance contracts for accuracy and completeness.

8. Administers the Maintenance Control Program. Plans, initiates, and directs the instruction of assigned personnel in work methods and techniques, use of safe work practices, materials and equipment.

9. Required to act as liaison with and/or oversee contract administration of the performance of outside maintenance service contractors in such areas as, but not limited to, the installation, service, and repair of elevators, escalators, water, electrical meters, boilers, sign systems, uniform services, automotive modification, repair and parts, and facility cleaning contracts.

10. Represents the Port Authority in contacts with tenants and outside organizations in connection with facility maintenance, when

required. Represents the organization as an expert witness for the Law Department in various litigation claims.

11. Develops major work programs for the improvement of operational needs. Works with the Engineering Department and outside consultants in developing major improvements and renovations.

12. Plans and coordinates the facility's snow-removal program.

13. Reviews various audit reports on maintenance control, structural integrity, electrical systems, maintenance of elevators, HVAC Systems and implements corrective actions.

14. Reviews environmental laws of the states of New York and New Jersey and implements new methods and maintenance programs accordingly.

15. Administers property damage programs caused by accidents and insures expense recoverability.

16. Monitors energy, fuel, and water usage, and prepares detailed quarterly reports. Identifies areas of waste and takes corrective action.

17. Drafts contract specifications for ongoing maintenance work to be performed by contractors or for equipment, renovations and periodic services necessary to ensure the effective operation of the facility and monitors contractor performance to ensure that contractor work is done satisfactorily.

18. On specific assignments, approves purchases of parts and materials and prepares the documentation required for expenditures which exceed authorized limits. Reviews labor reports and similar records for information and control purposes

19. On specific assignments, participates in the preparation of maintenance budgets, or prepares the budget at a small facility, and justifies the purchase of new equipment and authorizations of additional personnel. Compares budget performance estimates and determines reasons for variances. Develops documentation for major purchase or major work programs or prepares criteria for major work programs at smaller facilities.

20. Performs other comparable related maintenance supervisory duties as required.

D. JOB REQUIREMENTS

1. Knowledge:

Possess a complete knowledge of maintenance requirements, tools and terminology applicable to assigned area of responsibility.

Understands safety practices common to the maintenance trades being supervised.

Must possess a thorough technical knowledge of the maintenance systems being supervised.

On certain assignments, must possess a thorough technical knowledge in one or more of the maintenance trades to provide subordinates with technical assistance.

2. Ability and Skills:

Ability to read and understand complex blueprints, review and prepare maintenance sketches applicable to assigned area of responsibility.

Plans, assigns and supervises diverse maintenance work activities to insure conformance to the Maintenance Control System.

Ability to effectively communicate written and verbal instructions.

3. Physical/Medical Requirement and Effort:

On certain assignments, may be required to perform functions at extreme heights.

4. Working Conditions:

Periodic exposure to the elements, and adverse weather conditions.

May work irregular hours to observe work performed.

5. Qualifications:

a. Education:

Associates Degree or 60 College credits from a recognized College or University.

b. Experience/Training/Licenses:

Three years' maintenance supervisory experience including one year at the Maintenance Group Foreman level and be on the Senior Maintenance/Service Supervisor Promotion Evaluation Roster. Must possess a valid New Jersey or New York Driver's License. On certain assignments, may be required to:

1. Be a qualified high-tension controller, operator or switcher.

2. Possess a Stationary Engineer's License and an Unlimited Refrigeration License issued by the City of New York or the State of New Jersey.

3. Possess a valid Second Class Radio Telephone License issued by the Federal Communications Commission.

4. Possess a valid "Restricted Radiotelephone Operator Permit" required for standard equipment of a public service band two-way radio.

5. Possess a Sprinkler Certificate, a Standpipe Certificate as issued by the City of New York.

Specification No.: 6005
Date Issued: 03/73
Draft Revised: 03/88

CLASS TITLE: Chief Maintenance Supervisor
PAY PLAN/LEVEL (RANGE): PM-6
FLSA STATUS: Exempt
DEPARTMENT: Various
JOB SERIES: Facility Maintenance

A. SUMMARY OF RESPONSIBILITIES

In the series of maintenance supervisory classifications, this is the highest rated class. It requires a high level of competence in planning diverse maintenance activities of broad scope and complexity, supervising a large work force through subordinate supervisors, and achieving satisfactory maintenance standards within budgeted expenditures. This class typically acts as the unit maintenance trades involved in diverse and complex activities. This class plans and controls the technical, administrative and financial aspects of the maintenance program, and insures the optimum utilization of personnel, material, equipment and resources in achieving results.

This class receives general direction typically from a Facility Manager or Assistant Facility Manager at smaller facilities; Division Manager or Supervisor, Airport Maintenance Services at the larger facilities, with respect to maintenance goals and objectives. Work is reviewed periodically for overall technical competence, progress and attainment of objectives.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated Assistant Manager, Tunnels and Bridges Facilities classification which initiates, directs, coordinates maintenance, operations, and police activities at a tunnel or bridge facility, the Chief Maintenance Supervisor is primarily responsible for the planning and day-to-day supervision of maintenance activities, and responsible for the general administration of a total maintenance program at a facility.

As compared to the lower rated General Maintenance Supervisor classification which may direct the activities and staff involved in a major maintenance trade or the total maintenance unit at a small fcility, or acts as the assistant to the maintenance unit head at a larger facility, the Chief Maintenance Supervisor is typically responsible for the full range of maintenance activities or the staff and activities associated with a specific maintenance trade at a larger facility.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

1. Supervises subordinates and, through them, a large skilled maintenance staff in the detailed planning and execution of maintenance programs. Administers provisions of union contracts

including sick absence control policies.

2. Oversees subordinate supervisors in the detailed planning and supervision of programs and projects such as structural, electrical, mechanical, gardening, sanitation, vehicular equipment, air conditioning and heating plant maintenance. Coordinates maintenance unit activities with the operations of tenants, contractors and others.

3. Responsible for the administration of the Labor Relations activities and represents the unit with employee labor organizations and handles initial stage of employee grievances.

4. Responsible for the training, development, safety and proper utilization of personnel in his unit.

5. Reviews the administration of the Maintenance Control Program with supervisors to discuss problem areas and searches for new or better techniques for improving control without increasing costs. Analyzes reports on maintenance activities, evaluates their effectiveness and economy, develops maintenance and operating routines, and implements improved programs, methods and procedures.

6. Recommends the purchase of equipment and materials and recommends changes in staffing and procedures to improve the effectiveness of facility maintenance activities. Inspects facility structures, equipment and plant operations to insure conformance to maintenance, service, cleanliness, safety and sanitation.

7. Reviews and comments on the maintenance aspects of contract drawings and specifications for new facility construction and coordinates maintenance activities with construction requirements as necessary. Inspects and compiles data on the maintenance requirements of new installations.

8. Confers with representatives of governmental organizations, insurance organizations and tenants regarding safety and fire protection practices, equipment and adherence to codes and regulations.

9. Represents the Port Authority in contacts with tenants and outside organizations in connection with facility maintenance, when required. Represents the organization as an expert witness for the Law Department in various litigation claims.

10. Plans, directs and controls the facility's snow removal program.

11. Drafts contract specifications for ongoing maintenance work to be performed by contractors or for equipment, renovations, and periodic services necessary to ensure the effective operation of the facility. Monitors contractor performance to ensure that contractor work is done satisfactorily.

12. Reviews various audit reports on maintenance control, structural integrity, electrical systems, maintenance of elevators, HVAC Systems and implements corrective actions.

13. Reviews environmental laws of the states of New York and New Jersey and implements new methods and maintenance programs accordingly.

14. Administers property damage programs caused by accidents and insures expense recoverability.

15. Monitors energy, fuel, and water usage, and prepares detailed quarterly reports. Identifies areas of waste and takes corrective action.

16. On specific assignments, prepares the unit's budget and long range forecasts and reviews actual results achieved. Approves requisitions for materials and equipment requested by supervisors and employees. Prepares criteria for major work projects.

17. On specific assignments, deals with and maintains effective relationships with contractors and Port Authority facilities' personnel. Makes technical and personnel recommendations relating to effectiveness and economy of maintenance activities and system operation. Recommends purchase of equipment for maintenance activities. Develops and recommends new or improved maintenance procedures and schedules. Decisions are based upon technical knowledge, craft skill ability, feedback from subordinates and various sources, innate and learned ability to recognize current and long-range problems. Reviews schedules and manpower assignments, reviews emergency decisions and develops safety programs for employees and outside contractors.

18. Plans, initiates, and directs maintenance programs to improve existing practices or to meet new requirements. Insures that subordinate personnel adhere to safe and efficient maintenance practices to prevent damage to equipment, structures and injury to personnel.

19. Reviews proposed facility alteration and/or construction projects for their potential impact on maintenance activities.

20. Performs other comparable related supervisory, administrative, and planning duties as required.

D. JOB REQUIREMENTS

1. Knowledge:

Prepares reports and memoranda related to facility maintenance activities and other correspondence for the Manager's signature.

Possesses a complete knowledge of the maintenance requirements, tools, and terminology applicable to assigned area of responsibility.

Understands safety practices common to the maintenance trades being supervised.

On certain assignments, must possess thorough technical knowledge in

one of more of the maintenance trades to provide subordinates with technical assistance.

2. Ability and Skills:

Ability to read and understand complex blueprints applicable to assigned areas of responsibility.

Plans, assigns, and supervises diverse maintenance work activities to insure conformance to the Maintenance Control System.

Ability to effectively communicate written and verbal instructions.

3. Physical/Medical Requirements and Effort:

Normal field.

4. Working Conditions:

May be required to perform off-hour inspections and respond to emergency call-ins.

May have periodic exposure to the elements, and adverse weather conditions.

5. Qualifications:

a. Education:

Associate degree or 60 college credits from a recognized college or university.

b. Experience/Training/Licenses:

Four years maintenance supervisory experience with two years at the level of Maintenance Unit Supervisor or above, and be on the Senior Maintenance/Service Supervisor Evaluation Roster. Must possess a valid New York or New Jersey Operator's License. On certain assignments, may be required to:

1. Be a qualified high-tension controller, operator or switcher.

2. Possess a Stationary Engineering License and an Unlimited Refrigeration License issued by the City of New York or the State of New Jersey.

3. Possess a valid Second Class Radio Telephone License issued by the Federal Communications Commission.

	1/1/03 - 12/31/03		1/1/04 - 12/31/04		1/1/05 - 12/31/05		1/1/06 - 12/31/07	
FM-2	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$1,938	$50,388	$2,006	$52,156	$2,066	$53,716	$2,128	$55,328
Step 2	$2,023	$52,598	$2,094	$54,444	$2,157	$56,082	$2,222	$57,772
Step 3	$2,112	$54,912	$2,186	$56,836	$2,252	$58,552	$2,320	$60,320
Step 4	$2,206	$57,356	$2,283	$59,358	$2,351	$61,126	$2,422	$62,972
Step 5	$2,302	$59,852	$2,383	$61,958	$2,454	$63,804	$2,528	$65,728
Step 6	$2,403	$62,478	$2,487	$64,662	$2,562	$66,612	$2,639	$68,614
FM-3	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$2,105	$54,730	$2,179	$56,654	$2,244	$58,344	$2,311	$60,086
Step 2	$2,217	$57,642	$2,295	$59,670	$2,364	$61,464	$2,435	$63,310
Step 3	$2,334	$60,684	$2,416	$62,816	$2,488	$64,688	$2,563	$66,638
Step 4	$2,458	$63,908	$2,544	$66,144	$2,620	$68,120	$2,699	$70,174
Step 5	$2,588	$67,288	$2,679	$69,654	$2,759	$71,734	$2,842	$73,892
Step 6	$2,724	$70,824	$2,819	$73,294	$2,904	$75,504	$2,991	$77,766
FM-4	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$2,270	$59,020	$2,349	$61,074	$2,419	$62,894	$2,492	$64,792
Step 2	$2,395	$62,270	$2,479	$64,454	$2,553	$66,378	$2,630	$68,380
Step 3	$2,526	$65,676	$2,614	$67,964	$2,692	$69,992	$2,773	$72,098
Step 4	$2,666	$69,316	$2,759	$71,734	$2,842	$73,892	$2,927	$76,102
Step 5	$2,813	$73,138	$2,911	$75,686	$2,998	$77,948	$3,088	$80,288
Step 6	$2,975	$77,350	$3,079	$80,054	$3,171	$82,446	$3,266	$84,916
FM-5	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$2,457	$63,882	$2,543	$66,118	$2,619	$68,094	$2,698	$70,148
Step 2	$2,596	$67,496	$2,687	$69,862	$2,768	$71,968	$2,851	$74,126
Step 3	$2,744	$71,344	$2,840	$73,840	$2,925	$76,050	$3,013	$78,338
Step 4	$2,900	$75,400	$3,002	$78,052	$3,092	$80,392	$3,185	$82,810
Step 5	$3,065	$79,690	$3,172	$82,472	$3,267	$84,942	$3,365	$87,490
Step 6	$3,241	$84,266	$3,354	$87,204	$3,455	$89,830	$3,559	$92,534
FM-6	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**	**Bi-Weekly**	**Annual**
Step 1	$2,634	$68,484	$2,726	$70,876	$2,808	$73,008	$2,892	$75,192
Step 2	$2,791	$72,566	$2,889	$75,114	$2,976	$77,376	$3,065	$79,690
Step 3	$2,959	$76,934	$3,063	$79,638	$3,155	$82,030	$3,250	$84,500
Step 4	$3,137	$81,562	$3,247	$84,422	$3,344	$86,944	$3,444	$89,544
Step 5	$3,325	$86,450	$3,441	$89,466	$3,544	$92,144	$3,650	$94,900
Step	$3,535	$91,910	$3,659	$95,134	$3,769	$97,994	$3,882	$100,932

APPENDIX C - PAMSA ' 'GEVITY SCHEDULES

Salary Range FM 2 - Longevity Amount
Effective 1/1/03

Step 1	Bi-weekly	$1,938.00
After 8 years	1.00%	$19.38
After 10 years	1.50%	$29.07
After 15 years	3.00%	$58.14
After 20 years	4.00%	$77.52
After 25 years	5.00%	$96.90

Step 2	Bi-weekly	$2,023.00
After 8 years	1.00%	$20.23
After 10 years	1.50%	$30.35
After 15 years	3.00%	$60.69
After 20 years	4.00%	$80.92
After 25 years	5.00%	$101.15

Step 3	Bi-weekly	$2,112.00
After 8 years	1.00%	$21.12
After 10 years	1.50%	$31.68
After 15 years	3.00%	$63.36
After 20 years	4.00%	$84.48
After 25 years	5.00%	$105.60

Step 4	Bi-weekly	$2,206.00
After 8 years	1.00%	$22.06
After 10 years	1.50%	$33.09
After 15 years	3.00%	$66.18
After 20 years	4.00%	$88.24
After 25 years	5.00%	$110.30

Step 5	Bi-weekly	$2,302.00
After 8 years	1.00%	$23.02
After 10 years	1.50%	$34.53
After 15 years	3.00%	$69.06
After 20 years	4.00%	$92.08
After 25 years	5.00%	$115.10

Step 6	Bi-weekly	$2,403.00
After 8 years	1.00%	$24.03
After 10 years	1.50%	$36.05
After 15 years	3.00%	$72.09
After 20 years	4.00%	$96.12
After 25 years	5.00%	$120.15

Salary Range FM 3 - Longevity Amount
Effective 1/1/03

Step 1	Bi-weekly	$2,105.00
After 8 years	1.00%	$21.05
After 10 years	1.50%	$31.58
After 15 years	3.00%	$63.15
After 20 years	4.00%	$84.20
After 25 years	5.00%	$105.25

Step 2	Bi-weekly	$2,217.00
After 8 years	1.00%	$22.17
After 10 years	1.50%	$33.26
After 15 years	3.00%	$66.51
After 20 years	4.00%	$88.68
After 25 years	5.00%	$110.85

Step 3	Bi-weekly	$2,334.00
After 8 years	1.00%	$23.34
After 10 years	1.50%	$35.01
After 15 years	3.00%	$70.02
After 20 years	4.00%	$93.36
After 25 years	5.00%	$116.70

Step 4	Bi-weekly	$2,458.00
After 8 years	1.00%	$24.58
After 10 years	1.50%	$36.87
After 15 years	3.00%	$73.74
After 20 years	4.00%	$98.32
After 25 years	5.00%	$122.90

Step 4	Bi-weekly	$2,588.00
After 8 years	1.00%	$25.88
After 10 years	1.50%	$38.82
After 15 years	3.00%	$77.64
After 20 years	4.00%	$103.52
After 25 years	5.00%	$129.40

Step 4	Bi-weekly	$2,724.00
After 8 years	1.00%	$27.24
After 10 years	1.50%	$40.86
After 15 years	3.00%	$81.72
After 20 years	4.00%	$108.96
After 25 years	5.00%	$136.20

Salary Range FM 4 - Longevity Amount
Effective 1/1/03

Step 1	Bi-weekly	$2,270.00
After 8 years	1.00%	$22.70
After 10 years	1.50%	$34.05
After 15 years	3.00%	$68.10
After 20 years	4.00%	$90.80
After 25 years	5.00%	$113.50

Step 2	Bi-weekly	$2,395.00
After 8 years	1.00%	$23.95
After 10 years	1.50%	$35.93
After 15 years	3.00%	$71.85
After 20 years	4.00%	$95.80
After 25 years	5.00%	$119.75

Step 3	Bi-weekly	$2,526.00
After 8 years	1.00%	$25.26
After 10 years	1.50%	$37.89
After 15 years	3.00%	$75.78
After 20 years	4.00%	$101.04
After 25 years	5.00%	$126.30

Step 4	Bi-weekly	$2,666.00
After 8 years	1.00%	$26.66
After 10 years	1.50%	$39.99
After 15 years	3.00%	$79.98
After 20 years	4.00%	$106.64
After 25 years	5.00%	$133.30

Step 5	Bi-weekly	$2,813.00
After 8 years	1.00%	$28.13
After 10 years	1.50%	$42.20
After 15 years	3.00%	$84.39
After 20 years	4.00%	$112.52
After 25 years	5.00%	$140.65

Step 6	Bi-weekly	$2,975.00
After 8 years	1.00%	$29.75
After 10 years	1.50%	$44.63
After 15 years	3.00%	$89.25
After 20 years	4.00%	$119.00
After 25 years	5.00%	$148.75

APPENDIX C - PAMSA LONGEVITY SCHEDULES

Salary Range FM 2 - Longevity Amount
Effective 1/1/04

Step 1	Bi-weekly	$2,006.00
After 8 years	1.00%	$20.06
After 10 years	1.50%	$30.09
After 15 years	3.00%	$60.18
After 20 years	4.00%	$80.24
After 25 years	5.00%	$100.30

Step 2	Bi-weekly	$2,094.00
After 8 years	1.00%	$20.94
After 10 years	1.50%	$31.41
After 15 years	3.00%	$62.82
After 20 years	4.00%	$83.76
After 25 years	5.00%	$104.70

Step 3	Bi-weekly	$2,186.00
After 8 years	1.00%	$21.86
After 10 years	1.50%	$32.79
After 15 years	3.00%	$65.58
After 20 years	4.00%	$87.44
After 25 years	5.00%	$109.30

Step 4	Bi-weekly	$2,283.00
After 8 years	1.00%	$22.83
After 10 years	1.50%	$34.25
After 15 years	3.00%	$68.49
After 20 years	4.00%	$91.32
After 25 years	5.00%	$114.15

Step 5	Bi-weekly	$2,383.00
After 8 years	1.00%	$23.83
After 10 years	1.50%	$35.75
After 15 years	3.00%	$71.49
After 20 years	4.00%	$95.32
After 25 years	5.00%	$119.15

Step 6	Bi-weekly	$2,487.00
After 8 years	1.00%	$24.87
After 10 years	1.50%	$37.31
After 15 years	3.00%	$74.61
After [illegible] years	4.00%	$99.48
Afte[illegible] years	5.00%	$124.35

Salary Range FM 3 - Longevity Amount
Effective 1/1/04

Step 1	Bi-weekly	$2,179.00
After 8 years	1.00%	$21.79
After 10 years	1.50%	$32.69
After 15 years	3.00%	$65.37
After 20 years	4.00%	$87.16
After 25 years	5.00%	$108.95

Step 2	Bi-weekly	$2,295.00
After 8 years	1.00%	$22.95
After 10 years	1.50%	$34.43
After 15 years	3.00%	$68.85
After 20 years	4.00%	$91.80
After 25 years	5.00%	$114.75

Step 3	Bi-weekly	$2,416.00
After 8 years	1.00%	$24.16
After 10 years	1.50%	$36.24
After 15 years	3.00%	$72.48
After 20 years	4.00%	$96.64
After 25 years	5.00%	$120.80

Step 4	Bi-weekly	$2,544.00
After 8 years	1.00%	$25.44
After 10 years	1.50%	$38.16
After 15 years	3.00%	$76.32
After 20 years	4.00%	$101.76
After 25 years	5.00%	$127.20

Step 4	Bi-weekly	$2,679.00
After 8 years	1.00%	$26.79
After 10 years	1.50%	$40.19
After 15 years	3.00%	$80.37
After 20 years	4.00%	$107.16
After 25 years	5.00%	$133.95

Step 4	Bi-weekly	$2,819.00
After 8 years	1.00%	$28.19
After 10 years	1.50%	$42.29
After 15 years	3.00%	$84.57
After 20 years	[illegible]%	$112.76
After 25 years	[illegible]%	$140.95

Salary Range FM 4 - Longevity Amount
Effective 1/1/04

Step 1	Bi-weekly	$2,349.00
After 8 years	1.00%	$23.49
After 10 years	1.50%	$35.24
After 15 years	3.00%	$70.47
After 20 years	4.00%	$93.96
After 25 years	5.00%	$117.45

Step 2	Bi-weekly	$2,479.00
After 8 years	1.00%	$24.79
After 10 years	1.50%	$37.19
After 15 years	3.00%	$74.37
After 20 years	4.00%	$99.16
After 25 years	5.00%	$123.95

Step 3	Bi-weekly	$2,614.00
After 8 years	1.00%	$26.14
After 10 years	1.50%	$39.21
After 15 years	3.00%	$78.42
After 20 years	4.00%	$104.56
After 25 years	5.00%	$130.70

Step 4	Bi-weekly	$2,759.00
After 8 years	1.00%	$27.59
After 10 years	1.50%	$41.39
After 15 years	3.00%	$82.77
After 20 years	4.00%	$110.36
After 25 years	5.00%	$137.95

Step 5	Bi-weekly	$2,911.00
After 8 years	1.00%	$29.11
After 10 years	1.50%	$43.67
After 15 years	3.00%	$87.33
After 20 years	4.00%	$116.44
After 25 years	5.00%	$145.55

Step 6	Bi-weekly	$3,079.00
After 8 years	1.00%	$30.79
After 10 years	1.50%	$46.19
After 15 years	3.00%	$92.37
After 20 years	4.00%	$123.1[illegible]
After 25 years	5.00%	$153.[illegible]

APPENDIX C - PAMSA ‹GEVITY SCHEDULES

Salary Range FM 2 - Longevity Amount
Effective 1/1/05

Step 1	Bi-weekly	$2,066.00
After 8 years	1.00%	$20.66
After 10 years	1.50%	$30.99
After 15 years	3.00%	$61.98
After 20 years	4.00%	$82.64
After 25 years	5.00%	$103.30

Step 2	Bi-weekly	$2,157.00
After 8 years	1.00%	$21.57
After 10 years	1.50%	$32.36
After 15 years	3.00%	$64.71
After 20 years	4.00%	$86.28
After 25 years	5.00%	$107.85

Step 3	Bi-weekly	$2,252.00
After 8 years	1.00%	$22.52
After 10 years	1.50%	$33.78
After 15 years	3.00%	$67.56
After 20 years	4.00%	$90.08
After 25 years	5.00%	$112.60

Step 4	Bi-weekly	$2,351.00
After 8 years	1.00%	$23.51
After 10 years	1.50%	$35.27
After 15 years	3.00%	$70.53
After 20 years	4.00%	$94.04
After 25 years	5.00%	$117.55

Step 5	Bi-weekly	$2,454.00
After 8 years	1.00%	$24.54
After 10 years	1.50%	$36.81
After 15 years	3.00%	$73.62
After 20 years	4.00%	$98.16
After 25 years	5.00%	$122.70

Step 6	Bi-weekly	$2,562.00
After 8 years	1.00%	$25.62
After 10 years	1.50%	$38.43
After 15 years	3.00%	$76.86
After 20 years	4.00%	$102.48
After 25 years	5.00%	$128.10

Salary Range FM 3 - Longevity Amount
Effective 1/1/05

Step 1	Bi-weekly	$2,244.00
After 8 years	1.00%	$22.44
After 10 years	1.50%	$33.66
After 15 years	3.00%	$67.32
After 20 years	4.00%	$89.76
After 25 years	5.00%	$112.20

Step 2	Bi-weekly	$2,364.00
After 8 years	1.00%	$23.64
After 10 years	1.50%	$35.46
After 15 years	3.00%	$70.92
After 20 years	4.00%	$94.56
After 25 years	5.00%	$118.20

Step 3	Bi-weekly	$2,488.00
After 8 years	1.00%	$24.88
After 10 years	1.50%	$37.32
After 15 years	3.00%	$74.64
After 20 years	4.00%	$99.52
After 25 years	5.00%	$124.40

Step 4	Bi-weekly	$2,620.00
After 8 years	1.00%	$26.20
After 10 years	1.50%	$39.30
After 15 years	3.00%	$78.60
After 20 years	4.00%	$104.80
After 25 years	5.00%	$131.00

Step 4	Bi-weekly	$2,759.00
After 8 years	1.00%	$27.59
After 10 years	1.50%	$41.39
After 15 years	3.00%	$82.77
After 20 years	4.00%	$110.36
After 25 years	5.00%	$137.95

Step 4	Bi-weekly	$2,904.00
After 8 years	1.00%	$29.04
After 10 years	1.50%	$43.56
After 15 years	3.00%	$87.12
After 20 years	4.00%	$116.16
After 25 years	5.00%	$145.20

Salary Range FM 4 - Longevity Amount
Effective 1/1/05

Step 1	Bi-weekly	$2,419.00
After 8 years	1.00%	$24.19
After 10 years	1.50%	$36.29
After 15 years	3.00%	$72.57
After 20 years	4.00%	$96.76
After 25 years	5.00%	$120.95

Step 2	Bi-weekly	$2,553.00
After 8 years	1.00%	$25.53
After 10 years	1.50%	$38.30
After 15 years	3.00%	$76.59
After 20 years	4.00%	$102.12
After 25 years	5.00%	$127.65

Step 3	Bi-weekly	$2,692.00
After 8 years	1.00%	$26.92
After 10 years	1.50%	$40.38
After 15 years	3.00%	$80.76
After 20 years	4.00%	$107.68
After 25 years	5.00%	$134.60

Step 4	Bi-weekly	$2,842.00
After 8 years	1.00%	$28.42
After 10 years	1.50%	$42.63
After 15 years	3.00%	$85.26
After 20 years	4.00%	$113.68
After 25 years	5.00%	$142.10

Step 5	Bi-weekly	$2,998.00
After 8 years	1.00%	$29.98
After 10 years	1.50%	$44.97
After 15 years	3.00%	$89.94
After 20 years	4.00%	$119.92
After 25 years	5.00%	$149.90

Step 6	Bi-weekly	$3,171.00
After 8 years	1.00%	$31.71
After 10 years	1.50%	$47.57
After 15 years	3.00%	$95.13
After 20 years	4.00%	$126.84
After 25 years	5.00%	$158.55

APPENDIX C - PAMSA LONGEVITY SCHEDULES

Salary Range FM 2 - Longevity Amount
Effective 1/1/06

Step 1	Bi-weekly	$2,128.00
After 8 years	1.00%	$21.28
After 10 years	1.50%	$31.92
After 15 years	3.00%	$63.84
After 20 years	4.00%	$85.12
After 25 years	5.00%	$106.40

Step 2	Bi-weekly	$2,222.00
After 8 years	1.00%	$22.22
After 10 years	1.50%	$33.33
After 15 years	3.00%	$66.66
After 20 years	4.00%	$88.88
After 25 years	5.00%	$111.10

Step 3	Bi-weekly	$2,320.00
After 8 years	1.00%	$23.20
After 10 years	1.50%	$34.80
After 15 years	3.00%	$69.60
After 20 years	4.00%	$92.80
After 25 years	5.00%	$116.00

Step 4	Bi-weekly	$2,422.00
After 8 years	1.00%	$24.22
After 10 years	1.50%	$36.33
After 15 years	3.00%	$72.66
After 20 years	4.00%	$96.88
After 25 years	5.00%	$121.10

Step 5	Bi-weekly	$2,528.00
After 8 years	1.00%	$25.28
After 10 years	1.50%	$37.92
After 15 years	3.00%	$75.84
After 20 years	4.00%	$101.12
After 25 years	5.00%	$126.40

Step 6	Bi-weekly	$2,639.00
After 8 years	1.00%	$26.39
After 10 years	1.50%	$39.59
After 15 years	3.00%	$79.17
Afte years	4.00%	$105.56
Afte years	5.00%	$131.95

Salary Range FM 3 - Longevity Amount
Effective 1/1/06

Step 1	Bi-weekly	$2,311.00
After 8 years	1.00%	$23.11
After 10 years	1.50%	$34.67
After 15 years	3.00%	$69.33
After 20 years	4.00%	$92.44
After 25 years	5.00%	$115.55

Step 2	Bi-weekly	$2,435.00
After 8 years	1.00%	$24.35
After 10 years	1.50%	$36.53
After 15 years	3.00%	$73.05
After 20 years	4.00%	$97.40
After 25 years	5.00%	$121.75

Step 3	Bi-weekly	$2,563.00
After 8 years	1.00%	$25.63
After 10 years	1.50%	$38.45
After 15 years	3.00%	$76.89
After 20 years	4.00%	$102.52
After 25 years	5.00%	$128.15

Step 4	Bi-weekly	$2,699.00
After 8 years	1.00%	$26.99
After 10 years	1.50%	$40.49
After 15 years	3.00%	$80.97
After 20 years	4.00%	$107.96
After 25 years	5.00%	$134.95

Step 4	Bi-weekly	$2,842.00
After 8 years	1.00%	$28.42
After 10 years	1.50%	$42.63
After 15 years	3.00%	$85.26
After 20 years	4.00%	$113.68
After 25 years	5.00%	$142.10

Step 4	Bi-weekly	$2,991.00
After 8 years	1.00%	$29.91
After 10 years	1.50%	$44.87
After 15 years	3.00%	$89.73
After 20 years	4.00%	$119.64
After 25 years	.00%	$149.55

Salary Range FM 4 - Longevity Amount
Effective 1/1/06

Step 1	Bi-weekly	$2,492.00
After 8 years	1.00%	$24.92
After 10 years	1.50%	$37.38
After 15 years	3.00%	$74.76
After 20 years	4.00%	$99.68
After 25 years	5.00%	$124.60

Step 2	Bi-weekly	$2,630.00
After 8 years	1.00%	$26.30
After 10 years	1.50%	$39.45
After 15 years	3.00%	$78.90
After 20 years	4.00%	$105.20
After 25 years	5.00%	$131.50

Step 3	Bi-weekly	$2,773.00
After 8 years	1.00%	$27.73
After 10 years	1.50%	$41.60
After 15 years	3.00%	$83.19
After 20 years	4.00%	$110.92
After 25 years	5.00%	$138.65

Step 4	Bi-weekly	$2,927.00
After 8 years	1.00%	$29.27
After 10 years	1.50%	$43.91
After 15 years	3.00%	$87.81
After 20 years	4.00%	$117.08
After 25 years	5.00%	$146.35

Step 5	Bi-weekly	$3,088.00
After 8 years	1.00%	$30.88
After 10 years	1.50%	$46.32
After 15 years	3.00%	$92.64
After 20 years	4.00%	$123.52
After 25 years	5.00%	$154.40

Step 6	Bi-weekly	$3,266.00
After 8 years	1.00%	$32.66
After 10 years	1.50%	$48.99
After 15 years	3.00%	$97.98
After 20 years	4.00%	$130.64
After 25 years	5.00%	$163

APPENDIX C - PAMSA ' 'GEVITY SCHEDULES

Salary Range FM 2 - Longevity Amount
Effective 1/1/07

Step 1	**Bi-weekly**	**$2,128.00**
After 8 years	1.00%	$21.28
After 10 years	1.50%	$31.92
After 15 years	3.00%	$63.84
After 20 years	4.00%	$85.12
After 25 years	5.00%	$106.40

Step 2	**Bi-weekly**	**$2,222.00**
After 8 years	1.00%	$22.22
After 10 years	1.50%	$33.33
After 15 years	3.00%	$66.66
After 20 years	4.00%	$88.88
After 25 years	5.00%	$111.10

Step 3	**Bi-weekly**	**$2,320.00**
After 8 years	1.00%	$23.20
After 10 years	1.50%	$34.80
After 15 years	3.00%	$69.60
After 20 years	4.00%	$92.80
After 25 years	5.00%	$116.00

Step 4	**Bi-weekly**	**$2,422.00**
After 8 years	1.00%	$24.22
After 10 years	1.50%	$36.33
After 15 years	3.00%	$72.66
After 20 years	4.00%	$96.88
After 25 years	5.00%	$121.10

Step 5	**Bi-weekly**	**$2,528.00**
After 8 years	1.00%	$25.28
After 10 years	1.50%	$37.92
After 15 years	3.00%	$75.84
After 20 years	4.00%	$101.12
After 25 years	5.00%	$126.40

Step 6	**Bi-weekly**	**$2,639.00**
After 8 years	1.00%	$26.39
After 10 years	1.50%	$39.59
After 15 years	3.00%	$79.17
After 20 years	4.00%	$105.56
After 25 years	5.00%	$131.95

Salary Range FM 3 - Longevity Amount
Effective 1/1/07

Step 1	**Bi-weekly**	**$2,311.00**
After 8 years	1.00%	$23.11
After 10 years	1.50%	$34.67
After 15 years	3.00%	$69.33
After 20 years	4.00%	$92.44
After 25 years	5.00%	$115.55

Step 2	**Bi-weekly**	**$2,435.00**
After 8 years	1.00%	$24.35
After 10 years	1.50%	$36.53
After 15 years	3.00%	$73.05
After 20 years	4.00%	$97.40
After 25 years	5.00%	$121.75

Step 3	**Bi-weekly**	**$2,563.00**
After 8 years	1.00%	$25.63
After 10 years	1.50%	$38.45
After 15 years	3.00%	$76.89
After 20 years	4.00%	$102.52
After 25 years	5.00%	$128.15

Step 4	**Bi-weekly**	**$2,699.00**
After 8 years	1.00%	$26.99
After 10 years	1.50%	$40.49
After 15 years	3.00%	$80.97
After 20 years	4.00%	$107.96
After 25 years	5.00%	$134.95

Step 4	**Bi-weekly**	**$2,842.00**
After 8 years	1.00%	$28.42
After 10 years	1.50%	$42.63
After 15 years	3.00%	$85.26
After 20 years	4.00%	$113.68
After 25 years	5.00%	$142.10

Step 4	**Bi-weekly**	**$2,991.00**
After 8 years	1.00%	$29.91
After 10 years	1.50%	$44.87
After 15 years	3.00%	$89.73
After 20 years	4.00%	$119.64
After 25 years	5.00%	$149.55

Salary Range FM 4 - Longevity Amou...
Effective 1/1/07

Step 1	**Bi-weekly**	**$2,492.00**
After 8 years	1.00%	$24.92
After 10 years	1.50%	$37.38
After 15 years	3.00%	$74.76
After 20 years	4.00%	$99.68
After 25 years	5.00%	$124.60

Step 2	**Bi-weekly**	**$2,630.00**
After 8 years	1.00%	$26.30
After 10 years	1.50%	$39.45
After 15 years	3.00%	$78.90
After 20 years	4.00%	$105.20
After 25 years	5.00%	$131.50

Step 3	**Bi-weekly**	**$2,773.00**
After 8 years	1.00%	$27.73
After 10 years	1.50%	$41.60
After 15 years	3.00%	$83.19
After 20 years	4.00%	$110.92
After 25 years	5.00%	$138.65

Step 4	**Bi-weekly**	**$2,927.00**
After 8 years	1.00%	$29.27
After 10 years	1.50%	$43.91
After 15 years	3.00%	$87.81
After 20 years	4.00%	$117.08
After 25 years	5.00%	$146.35

Step 5	**Bi-weekly**	**$3,088.00**
After 8 years	1.00%	$30.88
After 10 years	1.50%	$46.32
After 15 years	3.00%	$92.64
After 20 years	4.00%	$123.52
After 25 years	5.00%	$154.40

Step 6	**Bi-weekly**	**$3,266.00**
After 8 years	1.00%	$32.66
After 10 years	1.50%	$48.99
After 15 years	3.00%	$97.98
After 20 years	4.00%	$130.64
After 25 years	5.00%	$163.30

APPENDIX C - PAMSA LONGEVITY SCHEDULES

Salary Range FM 5 - Longevity Amount
Effective 1/1/03

Step 1	Bi-weekly	$2,457.00
After 8 years	1.00%	$24.57
After 10 years	1.50%	$36.86
After 15 years	3.00%	$73.71
After 20 years	4.00%	$98.28
After 25 years	5.00%	$122.85

Step 2	Bi-weekly	$2,596.00
After 8 years	1.00%	$25.96
After 10 years	1.50%	$38.94
After 15 years	3.00%	$77.88
After 20 years	4.00%	$103.84
After 25 years	5.00%	$129.80

Step 3	Bi-weekly	$2,744.00
After 8 years	1.00%	$27.44
After 10 years	1.50%	$41.16
After 15 years	3.00%	$82.32
After 20 years	4.00%	$109.76
After 25 years	5.00%	$137.20

Step 4	Bi-weekly	$2,900.00
After 8 years	1.00%	$29.00
After 10 years	1.50%	$43.50
After 15 years	3.00%	$87.00
After 20 years	4.00%	$116.00
After 25 years	5.00%	$145.00

Step 5	Bi-weekly	$3,065.00
After 8 years	1.00%	$30.65
After 10 years	1.50%	$45.98
After 15 years	3.00%	$91.95
After 20 years	4.00%	$122.60
After 25 years	5.00%	$153.25

Step 6	Bi-weekly	$3,241.00
After 8 years	1.00%	$32.41
After 10 years	1.50%	$48.62
After 15 years	3.00%	$97.23
Afte[illegible] years	4.00%	$129.64
Afte[illegible] years	5.00%	$162.05

Salary Range FM 6 - Longevity Amount
Effective 1/1/03

Step 1	Bi-weekly	$2,634.00
After 8 years	1.00%	$26.34
After 10 years	1.50%	$39.51
After 15 years	3.00%	$79.02
After 20 years	4.00%	$105.36
After 25 years	5.00%	$131.70

Step 2	Bi-weekly	$2,791.00
After 8 years	1.00%	$27.91
After 10 years	1.50%	$41.87
After 15 years	3.00%	$83.73
After 20 years	4.00%	$111.64
After 25 years	5.00%	$139.55

Step 3	Bi-weekly	$2,959.00
After 8 years	1.00%	$29.59
After 10 years	1.50%	$44.39
After 15 years	3.00%	$88.77
After 20 years	4.00%	$118.36
After 25 years	5.00%	$147.95

Step 4	Bi-weekly	$3,137.00
After 8 years	1.00%	$31.37
After 10 years	1.50%	$47.06
After 15 years	3.00%	$94.11
After 20 years	4.00%	$125.48
After 25 years	5.00%	$156.85

Step 4	Bi-weekly	$3,325.00
After 8 years	1.00%	$33.25
After 10 years	1.50%	$49.88
After 15 years	3.00%	$99.75
After 20 years	4.00%	$133.00
After 25 years	5.00%	$166.25

Step 4	Bi-weekly	$3,535.00
After 8 years	1.00%	$35.35
After 10 years	1.50%	$53.03
After 15 years	3.00%	$106.05
After 20 years	4.00%	$141.40
After 25 years	5	$176.75

APPENDIX C - PAMSA IGEVITY SCHEDULES

Salary Range FM 5 - Longevity Amount
Effective 1/1/04

Step 1	Bi-weekly	$2,543.00
After 8 years	1.00%	$25.43
After 10 years	1.50%	$38.15
After 15 years	3.00%	$76.29
After 20 years	4.00%	$101.72
After 25 years	5.00%	$127.15

Step 2	Bi-weekly	$2,687.00
After 8 years	1.00%	$26.87
After 10 years	1.50%	$40.31
After 15 years	3.00%	$80.61
After 20 years	4.00%	$107.48
After 25 years	5.00%	$134.35

Step 3	Bi-weekly	$2,840.00
After 8 years	1.00%	$28.40
After 10 years	1.50%	$42.60
After 15 years	3.00%	$85.20
After 20 years	4.00%	$113.60
After 25 years	5.00%	$142.00

Step 4	Bi-weekly	$3,002.00
After 8 years	1.00%	$30.02
After 10 years	1.50%	$45.03
After 15 years	3.00%	$90.06
After 20 years	4.00%	$120.08
After 25 years	5.00%	$150.10

Step 5	Bi-weekly	$3,172.00
After 8 years	1.00%	$31.72
After 10 years	1.50%	$47.58
After 15 years	3.00%	$95.16
After 20 years	4.00%	$126.88
After 25 years	5.00%	$158.60

Step 6	Bi-weekly	$3,354.00
After 8 years	1.00%	$33.54
After 10 years	1.50%	$50.31
After 15 years	3.00%	$100.62
After 20 years	4.00%	$134.16
After 25 years	5.00%	$167.70

Salary Range FM 6 - Longevity Amount
Effective 1/1/04

Step 1	Bi-weekly	$2,726.00
After 8 years	1.00%	$27.26
After 10 years	1.50%	$40.89
After 15 years	3.00%	$81.78
After 20 years	4.00%	$109.04
After 25 years	5.00%	$136.30

Step 2	Bi-weekly	$2,889.00
After 8 years	1.00%	$28.89
After 10 years	1.50%	$43.34
After 15 years	3.00%	$86.67
After 20 years	4.00%	$115.56
After 25 years	5.00%	$144.45

Step 3	Bi-weekly	$3,063.00
After 8 years	1.00%	$30.63
After 10 years	1.50%	$45.95
After 15 years	3.00%	$91.89
After 20 years	4.00%	$122.52
After 25 years	5.00%	$153.15

Step 4	Bi-weekly	$3,247.00
After 8 years	1.00%	$32.47
After 10 years	1.50%	$48.71
After 15 years	3.00%	$97.41
After 20 years	4.00%	$129.88
After 25 years	5.00%	$162.35

Step 5	Bi-weekly	$3,441.00
After 8 years	1.00%	$34.41
After 10 years	1.50%	$51.62
After 15 years	3.00%	$103.23
After 20 years	4.00%	$137.64
After 25 years	5.00%	$172.05

Step 6	Bi-weekly	$3,659.00
After 8 years	1.00%	$36.59
After 10 years	1.50%	$54.89
After 15 years	3.00%	$109.77
After 20 years	4.00%	$146.36
After 25 years	5.00%	$182.95

APPENDIX C - PAMSA LONGEVITY SCHEDULES

Salary Range FM 5 - Longevity Amount
Effective 1/1/05

Step 1	Bi-weekly	$2,619.00
After 8 years	1.00%	$26.19
After 10 years	1.50%	$39.29
After 15 years	3.00%	$78.57
After 20 years	4.00%	$104.76
After 25 years	5.00%	$130.95

Step 2	Bi-weekly	$2,768.00
After 8 years	1.00%	$27.68
After 10 years	1.50%	$41.52
After 15 years	3.00%	$83.04
After 20 years	4.00%	$110.72
After 25 years	5.00%	$138.40

Step 3	Bi-weekly	$2,925.00
After 8 years	1.00%	$29.25
After 10 years	1.50%	$43.88
After 15 years	3.00%	$87.75
After 20 years	4.00%	$117.00
After 25 years	5.00%	$146.25

Step 4	Bi-weekly	$3,092.00
After 8 years	1.00%	$30.92
After 10 years	1.50%	$46.38
After 15 years	3.00%	$92.76
After 20 years	4.00%	$123.68
After 25 years	5.00%	$154.60

Step 5	Bi-weekly	$3,267.00
After 8 years	1.00%	$32.67
After 10 years	1.50%	$49.01
After 15 years	3.00%	$98.01
After 20 years	4.00%	$130.68
After 25 years	5.00%	$163.35

Step 6	Bi-weekly	$3,455.00
After 8 years	1.00%	$34.55
After 10 years	1.50%	$51.83
After 15 years	3.00%	$103.65
Afte[illegible] years	4.00%	$138.20
Aft[illegible] years	5.00%	$172.75

Salary Range FM 6 - Longevity Amount
Effective 1/1/05

Step 1	Bi-weekly	$2,808.00
After 8 years	1.00%	$28.08
After 10 years	1.50%	$42.12
After 15 years	3.00%	$84.24
After 20 years	4.00%	$112.32
After 25 years	5.00%	$140.40

Step 2	Bi-weekly	$2,976.00
After 8 years	1.00%	$29.76
After 10 years	1.50%	$44.64
After 15 years	3.00%	$89.28
After 20 years	4.00%	$119.04
After 25 years	5.00%	$148.80

Step 3	Bi-weekly	$3,155.00
After 8 years	1.00%	$31.55
After 10 years	1.50%	$47.33
After 15 years	3.00%	$94.65
After 20 years	4.00%	$126.20
After 25 years	5.00%	$157.75

Step 4	Bi-weekly	$3,344.00
After 8 years	1.00%	$33.44
After 10 years	1.50%	$50.16
After 15 years	3.00%	$100.32
After 20 years	4.00%	$133.76
After 25 years	5.00%	$167.20

Step 5	Bi-weekly	$3,544.00
After 8 years	1.00%	$35.44
After 10 years	1.50%	$53.16
After 15 years	3.00%	$106.32
After 20 years	4.00%	$141.76
After 25 years	5.00%	$177.20

Step 6	Bi-weekly	$3,769.00
After 8 years	1.00%	$37.69
After 10 years	1.50%	$56.54
After 15 years	3.00%	$113.07
After 20 years	4.00%	$150.76
After 25 years	5.[illegible]	$188.45

APPENDIX C - PAMSA \GEVITY SCHEDULES

Salary Range FM 5 - Longevity Amount
Effective 1/1/06

Step 1	Bi-weekly	$2,698.00
After 8 years	1.00%	$26.98
After 10 years	1.50%	$40.47
After 15 years	3.00%	$80.94
After 20 years	4.00%	$107.92
After 25 years	5.00%	$134.90

Step 2	Bi-weekly	$2,851.00
After 8 years	1.00%	$28.51
After 10 years	1.50%	$42.77
After 15 years	3.00%	$85.53
After 20 years	4.00%	$114.04
After 25 years	5.00%	$142.55

Step 3	Bi-weekly	$3,013.00
After 8 years	1.00%	$30.13
After 10 years	1.50%	$45.20
After 15 years	3.00%	$90.39
After 20 years	4.00%	$120.52
After 25 years	5.00%	$150.65

Step 4	Bi-weekly	$3,185.00
After 8 years	1.00%	$31.85
After 10 years	1.50%	$47.78
After 15 years	3.00%	$95.55
After 20 years	4.00%	$127.40
After 25 years	5.00%	$159.25

Step 5	Bi-weekly	$3,365.00
After 8 years	1.00%	$33.65
After 10 years	1.50%	$50.48
After 15 years	3.00%	$100.95
After 20 years	4.00%	$134.60
After 25 years	5.00%	$168.25

Step 6	Bi-weekly	$3,559.00
After 8 years	1.00%	$35.59
After 10 years	1.50%	$53.39
After 15 years	3.00%	$106.77
After 20 years	4.00%	$142.36
After 25 years	5.00%	$177.95

Salary Range FM 6 - Longevity Amount
Effective 1/1/06

Step 1	Bi-weekly	$2,892.00
After 8 years	1.00%	$28.92
After 10 years	1.50%	$43.38
After 15 years	3.00%	$86.76
After 20 years	4.00%	$115.68
After 25 years	5.00%	$144.60

Step 2	Bi-weekly	$3,065.00
After 8 years	1.00%	$30.65
After 10 years	1.50%	$45.98
After 15 years	3.00%	$91.95
After 20 years	4.00%	$122.60
After 25 years	5.00%	$153.25

Step 3	Bi-weekly	$3,250.00
After 8 years	1.00%	$32.50
After 10 years	1.50%	$48.75
After 15 years	3.00%	$97.50
After 20 years	4.00%	$130.00
After 25 years	5.00%	$162.50

Step 4	Bi-weekly	$3,444.00
After 8 years	1.00%	$34.44
After 10 years	1.50%	$51.66
After 15 years	3.00%	$103.32
After 20 years	4.00%	$137.76
After 25 years	5.00%	$172.20

Step 5	Bi-weekly	$3,650.00
After 8 years	1.00%	$36.50
After 10 years	1.50%	$54.75
After 15 years	3.00%	$109.50
After 20 years	4.00%	$146.00
After 25 years	5.00%	$182.50

Step 6	Bi-weekly	$3,882.00
After 8 years	1.00%	$38.82
After 10 years	1.50%	$58.23
After 15 years	3.00%	$116.46
After 20 years	4.00%	$155.28
After 25 years	5.00%	$194.10

APPENDIX C - PAMSA LONGEVITY SCHEDULES

Salary Range FM 5 - Longevity Amount
Effective 1/1/07

Step 1	Bi-weekly	$2,698.00
After 8 years	1.00%	$26.98
After 10 years	1.50%	$40.47
After 15 years	3.00%	$80.94
After 20 years	4.00%	$107.92
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Salary Range FM 6 - Longevity Amount
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After 8 years	1.00%	$38.82
After 10 years	1.50%	$58.23
After 15 years	3.00%	$116.46
After 20 years	4.00%	$155.28
After 25 years	5	$194.10

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
LABOR RELATIONS DEPARTMENT
3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102
(973) 792-3580
(973) 792-2598 FAX

APPENDIX D

March 9, 2005

Mr. Bernard Rebbechi, President
IUJAT USW – Local 111M – PAMSA
P.O. Box 30236
Staten Island, NY 10303

Dear Mr. Rebbechi:

I am pleased to inform you that effective immediately, employees in the International Union of Journeymen and Allied Trades – 111M (PAMSA) are able to elect health coverage for a same-sex domestic partner as an eligible dependent. This coverage will be under the same terms and conditions as management employees. Employees seeking information on how to enroll their same-sex domestic partner under the Port Authority's group health plans should contact Employee Benefits at 212-435-2870.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

APPENDIX E

THE PORT AUTHORITY

AP 20-1.09

Office of the Executive Director

Revised: June 22, 1993

REMOVAL OF AN EMPLOYEE FOR MENTAL OR PHYSICAL DISABILITY*

I. Introduction

This AP applies only to permanent classified employees (see AP 20-1.01, Categories of Port Authority Employment).

II. Employee's Rights

A. No permanent classified employee shall be removed from his/her position because of mental or physical disability without a hearing as described below, unless such hearing is waived.

B. In all cases where an employee is to be removed from his/her position for reasons of mental or physical disability, the Director, Human Resources Department notifies the employee in writing of the intention so to do and informs him/her of his/her right to a hearing. Such notice is delivered to the employee or mailed to his/her last known address as appearing in the Director, Human Resources Department records.

C. If the employee fails to request a hearing within fourteen days after the delivery or mailing of such notice such hearing is considered waived.

D. If the employee requests a hearing, the hearing shall be before a Board appointed by the Executive Director and consisting of three or more members.

E. These provisions do not apply when the employee has reached an age fixed by the Port Authority for compulsory retirement.

III. Removal Procedure

A. Dismissal, demotion, application for involuntary retirement and other actions which substantially change the employee's duties and responsibilities are understood to be included within the meaning of the language, "removal of an employee from his/her position."

B. The initiative in each case is to be taken by the department head in the form of a memorandum addressed to the Executive Director, recommending the particular action to be taken.

C. The Executive Director notifies the initiating department head whether the recommendation is approved or disapproved.

D. If the recommendation is approved, the Executive Director also notifies the Director, Human Resources Department who sends out the letter of notification to the employee. It is the responsibility of the Director, Human Resources Department to follow up the notification. At the end of the fourteen day period provided, the Director, Human Resources Department notifies the initiating department if there is no response from the employee and therefore the right to a hearing has been waived. If there is an earlier response from the employee requesting a hearing, the Director, Human Resources Department notifies the Executive Director and the initiating department so that a Board may be established.

E. It is the additional responsibility of the Director, Human Resources Department to provide such services to the Board as it may require.

IV. Hearing Procedure

A. The Board investigates and determines whether the employee is mentally or physically incapable of performing his/her duties, and reports its findings to the Executive Director. The findings and recommendations of the Board are not, however, binding upon the Executive Director, but may be reversed or modified by him/her.

B. The Board shall afford the employee an opportunity to appear before it in person, or by representative, to make a statement and to produce medical testimony, medical certificates and other pertinent data. The failure of an employee to appear in person or by representative before the Board is considered a waiver of his/her right so to do, and if the employee is unable to attend, due to mental or physical disability, that fact may be taken into consideration by the Board in arriving at its conclusion.

C. The Board is not confined to evidence and testimony presented at hearings at which the employee is present, but may base its findings and recommendations upon investigations made or data received outside of such hearings.

** This Administrative Policy Statement reformats and updates PAI 20-1.09, Removal of an Employee for Mental or Physical Disability, previously issued on September 30, 1970. The resulting changes, contained herein, do not, in any way, modify the policies and procedures contained in that Instruction.*

APPENDIX F

LONG-TERM DISABILITY (LTD) PROGRAM

FIELD MAINTENANCE SUPERVISORS

LTD Coverage

If you have completed a minimum of one (1) year of continuous service with the Port Authority, you may be eligible for benefits under the LTD Program. The LTD Program is intended to partially replace the income you receive from the Port Authority during your active career should you become totally and permanently disabled due to a non-job related accident or illness. The term "totally and permanently disabled" means that you must be unable for the foreseeable future to perform the duties required of you as a Field Maintenance Supervisor. If your disabling condition resulted from your job, (e.g. was deemed an injury on duty (IOD) and/or determined to be compensable under Workers' Compensation) you cannot receive benefits under the LTD program.

LTD Benefits

If you are found to have become totally and permanently disabled as the result of a non-job related injury or illness, you will be eligible to receive an LTD allowance which, in combination with other relevant income, does not exceed 60% of your final base annual compensation. If you are granted an LTD allowance, in no event may the total Port Authority's portion of your LTD benefit exceed 50% of your final base annual compensation. In calculating the amount of "other relevant income" that will offset the Port Authority's portion of your LTD allowance, the "Option Zero" amount of your New York State and Local Employees' Retirement System benefit, and the Primary Insurance Amount of your Social Security Administration benefit based on a complete earnings history will be used. Any cost-of-living increases in these benefits will not further offset your LTD allowance.

Any income which you earn (i.e. through employment including self-employment) after you are granted an LTD allowance, will be considered "other relevant income" and will offset the Port Authority's portion of your LTD allowance and/or may affect your continued eligibility for LTD benefits.

The Office of Medical Services may periodically re-evaluate your medical condition to determine if you continue to be totally and permanently disabled based on the disabling condition for which you were granted LTD benefits.

The effective date for the beginning of your LTD allowance will coincide with the effective date of your ordinary disability or service retirement with the New York State and Local Employees' System, or the Social Security Administration as applicable. When these dates are not applicable, the effective date for beginning the LTD allowance will be the date on which the Office of Medical Services determines that a disabling condition exists. In all cases payment of the LTD allowance will not commence until the employee has been placed on an inactive payroll status.

The LTD allowance is paid for the duration of your disability subject to periodic re-evaluation by the Human Resources Department including the Office of Medical Services, or until you reach age 65. If you are granted an LTD allowance after you reach age 60, you will be entitled to a minimum of five years of LTD payments.

While you are collecting LTD benefits, your Port Authority Group Health and Dental Insurance benefits will continue to be provided to you as if you had retired. Group health benefits are provided at no cost, and you may elect Group Dental benefits in accordance with Sections XIX and X of the Memorandum of Agreement. Your Group Term Life Insurance coverage will also continue, provided you elect it and either pay any required premiums or receive approval to have them waived by the insurance carrier.

Applying for an LTD Allowance

If you are disabled and meet the conditions for LTD eligibility as outlined above, you should contact the Long-Term Disability Coordinator in the Employee Benefits Section, Human Resources Department, for assistance in applying for an LTD allowance. The application is made in the form of a letter from you addressed to the Employee Benefits Manager. The letter should state that you are unable to perform the duties of your position due to a non-job related medical condition, and should request that you be considered for benefits under the LTD Program.

An application for LTD benefits must be filed while you are still in an active employment status. When you apply for an LTD allowance, you are also required to apply for retirement and/or disability benefits from both the New York State and Local Employees' Retirement System and the Social Security Administration. Evidence of having concurrently applied for these benefits (e.g. copies of applications for those benefits) must be submitted with your LTD application.

Before your application for an LTD allowance can be acted on, the Office of Medical Services will be requested to evaluate your medical condition to determine if you are totally and permanently disabled. Approval for Ordinary Disability benefits by the New York State and Local Employees' Retirement System or for disability benefits by the Social Security Administration is required in addition to being found disabled by the Office of Medical Services. However, if you are found to be disabled by the Office of Medical Services but are not approved by the Social Security Administration and are either not approved by the Retirement System or do not meet the Retirement System's ten (10) year member credit requirement for applying for Ordinary Disability benefits, you will be required to undergo an additional medical evaluation. A determination based on the additional medical evaluation that you are totally and permanently disabled and unable to perform the duties required of you as a Field Maintenance Supervisor will serve as a "second determination" in the absence of approval from Social Security or the Retirement System.

Based on the evaluation of the Office of Medical Services and any other medical evaluation that the Port Authority may request, as well as the results of your application for disability benefits from the New York State and Local Employees' Retirement System and the Social Security Administration, the Human Resources Director will consider your request and decide whether to recommend to the Executive Director that you be granted an LTD allowance.

Approval Procedure

Should the Executive Director approve the Human Resources Director's recommendation to grant you an LTD allowance, you will be notified of the amount of the LTD benefits payable and of the conditions under which they are paid. These conditions will include your cooperation with the Human Resources Department in furnishing any financial or employment information pertinent to your LTD allowance, submitting to a medical examination, if requested, by the Office of Medical Services and/or by any other physician that the Port Authority may designate. When your signed acceptance of these conditions is received, your LTD allowance will begin.

Confirmation of Continued Eligibility

Periodic reviews to confirm continued eligibility for LTD benefits will be conducted by the Human Resources Department. You will be required to answer questions regarding your sources of income and your employment status. You may be requested to report for a medical evaluation by the Office of Medical Services. Your full and timely cooperation with these reviews is necessary in order to maintain your eligibility for LTD benefits. These reviews may be conducted periodically after your LTD allowance is granted and while you continue to receive the LTD allowance.

MILITARY LEAVE

I. Introduction

This Instruction outlines the policy and procedure for granting Short-Term and Extended Military Leave to Port Authority employees.

II. Policy

A. Only permanent employees including those in a probationary status, are granted short term and extended military leave. Project employees are granted short term military leave only.

B. This Instruction should be interpreted in order to assure that in each case the reemployment protection provided to Port Authority employees is no less than the protection provided to private and federal employees under the Universal Military Training and Service Act. Within this general limitation, the Director, Human Resources Department, may modify applications of the provisions of this Instruction in special cases where this will serve the best interests of the employee and the Port Authority. Where an employee has been recalled to active duty as a disciplinary measure (for example, because of failure to attend drills) the Director, Human Resources Department, may reduce or eliminate benefits provided under this Instruction.

C. Permanent employees, including those in a probationary status, on military leave are considered continuously employed and retain their original date of employment for all purposes.

III. Extended Active Duty — Salary and Benefits

A. Permanent employees, including those in a probationary status, who are granted military leave for extended active duty receive a military leave payment as described in Attachment A to this Instruction.

B. Permanent employees, including those in a probationary status, who have served two years or more in full-time active military service and who are recalled to extended full-time active military service without their consent, receive partial salary continuation during such additional involuntary service up to one year, as described in Attachment A to this Instruction.

IV. Short-Term Active duty -- Salary and Benefits

In general, it is the policy of the Port Authority to protect from loss of income any employee who is granted military leave for short-term

active duty. Accordingly, partial salary continuation is paid to employees on short-term active duty as described in Paragraph IV, A of Attachment A to this Instruction.

V. Procedure

Attachment A outlines the operating rules and procedures to be followed in the administration of the military leave policy.

Attachment A

MILITARY LEAVE OPERATING RULES AND PROCEDURES

I. Definitions

A. "Military Leave" is any authorized absence of an employee so that he may undertake active military duty with the Armed Forces of the United States, the National Guard, or the Naval Militia.

B. "Extended Active Duty" is any period of full-time active military service or training in excess of 30 consecutive calendar days.

C. "Short-Term Active Duty" is any period of full-time active military service or training of 30 calendar day or less in any calendar year.

D. An "examination" consists of a written, oral, or performance test, or of one or more such tests. "Make-up examinations" are those given to employees prevented by military leave from participating in all or part of the original test.

II. Request for Leave

Any employee who wishes to receive military leave notifies his supervisor as soon as possible of that fact and of the expected dates on which the active duty is expected to start and to end.

The employee submits a written request for military leave (see Attachment B) and a copy of his official orders to active duty to his Unit Head. The orders and the request are then forwarded to the department director for his/her approval. A copy of the request and the orders along with a completed Employee Record, form PA 87 (only in cases of extended active duty), authorizing the leave of absence are forwarded to the Supervisor, Payroll and Administrative Services, Human Resources Department. If the employee wishes to use all or part of his accrued compensatory time or vacation time for military leave, this should also be noted in "Remarks." This time may be applied in whole working days but not in hours. If the entire period is taken as compensatory time or vacation time, no Payroll Notice is needed. Specific cases requiring further interpretation or determination are considered on an individual basis by the Manager, Employment Division, Human Resources Department. CN-225 1/22/90

If the department director approves the request for leave, the Unit Head notifies the employee of the approval and forwards a copy (only in cases of extended active duty) of the approved request memorandum to the Supervisor, Payroll and Administrative Services, Human Resources Department. CN-225 1/22/90

III. Provisions for Extended Active Duty (Long-Term Military Leave)

A. Military Leave Payments

Any employee granted military leave for extended active duty of one year or more, receives a military leave payment of one day's pay for

each full month of Port Authority Service, not exceeding 20 days' pay. The employee also receives cash payment for any accumulated vacation or compensatory time credited to him at the commencement of military leave.

B. Insurance and Retirement Programs

1. Health Insurance

Any employee who is a member of the P.A. group health insurance plans upon commencement of military leave is protected against any loss of benefits under these plans on return to P.A. employment. Group health insurance is suspended for the employee while on military leave, with all previous benefits being resumed upon reinstatement.

Dependents of such employees suffer no diminution of health insurance benefits while the employee is on military leave; however, dependents are expected to make use of appropriate Federal Government health care programs. The Port Authority pays any necessary subscription charges for group health insurance while employees are on military leave.

2. Life Insurance

When an employee commences military leave his membership in the Group Life Insurance Program terminates but his policy remains in effect for 31 calendar days. Upon return to Port Authority employment, he is reinstated to full membership in the program.

3. Retirement Program

Any employee who is a member of the New York State Employees' Retirement System when he commences military leave for extended active duty will, upon reinstatement, receive the same retirement benefits he would have received had he not been on military leave.

C. Vacation Allowance

1. For the year in which a long term military leave begins, vacation allowance is as specified in PAI 20-3.01, Vacations, Attachment A, Paragraph II.

2. Upon reinstatement after military leave for extended active duty, an employee receives a vacation allowance as specified in PAI 20-3.01, Vacations, Attachment A, Paragraph II.

D. Promotion Opportunities

1. When the employee departs on Extended Military Leave, he is requested to furnish a list of all promotion eligible lists, rosters and transfer lists in which his name appears. Each of these are noted in the employee's folder by the Human Resources

Representative who indicates the length of time remaining on the ranked vertical eligible lists before the list's expiration.

2. Promotion Examinations During Military Leave

An employee on military leave may participate in any promotion test if he can be present for the test; that is, if he is on furlough or is stationed near New York.

3. Upon Return from Leave

a. An employee on a permanent horizontal promotion roster when he left has never been deleted from the roster and therefore is still actively on the roster.

b. An employee on a ranked vertical promotion eligible list which expires during his military leave will upon his return from military leave be placed on top of the then current promotion eligible list for the length of time he had remaining between the day he left for service and the expiration date of the original list.

c. To the extent that it is administratively possible, he will be permitted to take make-up exams for any promotional opportunities that occurred during his absence for which he would have been qualified if he were here when the examinations were given. This is usually feasible if the examination consisted only of a written and/or individual oral examination.

d. He is immediately eligible to participate in any promotion examination in process for which he is qualified.

E. Reinstatement After Extended Military Leave

At the time an employee returns from extended active duty he is given a medical examination by the Office of Medical Services. An employee returning from military leave is restored to his former title or to a position of like seniority, status and pay as long as all of the following circumstances exist:

1. He has satisfactorily completed his period of military active duty or has been released from such service or training for medical reasons.

2. He makes application for reinstatement as soon as is reasonably practicable after discharge, release or rejection from military active duty or training, or after termination of service-connected hospitalization of not longer than one year.

a. Any employee (1) who is rejected during the induction process, or (2) who performs active duty for less than three consecutive months, must report for work at the beginning of his next regularly scheduled working day following such rejection or duty plus whatever time, if

any, is reasonably necessary to return to his place of employment.

b. Any employee who returns from active duty under any other circumstances must apply for reinstatement within 90 calendar days after being released.

3. He is qualified to perform the duties of his former Port Authority title when making application for reinstatement. If an employee is not qualified to perform the duties of his former Port Authority title by reason of disability sustained during military service or training, or if his former position has been discontinued, he is restored to another position the duties of which he is qualified to perform. The new title should provide him seniority status and pay most nearly comparable to that which he would have if he were to occupy his former title.

4. He refrains from re-enlisting or otherwise voluntarily prolonging extended active duty when he is eligible for separation.

5. Permanent Employees in a probationary status are treated as permanent employees, except that military leave time cannot be used to complete the probationary period.

IV. Provisions for Short-Term Military Leave

A. Pay

1. Rules

An employee ordered to short-term active duty is paid the difference between his federally taxable Port Authority pay and his federally taxable military pay, providing that the employee's military pay does not exceed his Port Authority pay. Travel allowances, uniform allotments, etc., are not normally considered military income for this purpose.

No part of short-term military leave is charged to compensatory time except after the employee's right to receive make-up pay has been exhausted. When a paid holiday occurs during an employee's military leave no additional day off is granted.

If any part of such duty is undertaken on a voluntary basis, the employee receives make-up pay for periods of absence totaling up to, but not more than 30 calendar days in any 12 consecutive months. Weekly or monthly drills are excluded in calculating the amount of short-term active duty subject to make-up pay.

2. Procedure

Any employee who is granted military leave for short-term active duty and who upon reinstatement is entitled to make-up pay must,

within 45 calendar days after returning to work, furnish the Supervisor, or Unit Head with his military pay voucher upon which make-up pay can be calculated. If an employee has not furnished the necessary voucher within 30 calendar days after returning to work, the Supervisor, or Unit Head will advise the employee by registered mail that unless he does so within the prescribed 45 calendar days, all wages paid to the employee by the Port Authority for the period of the military leave in question will be deducted. In this case, when the voucher is submitted any necessary adjustment will be made in the next pay period. CN-225 1/22/90

B. Insurance and Retirement Programs

All employee benefit programs, including health insurance, life insurance, and retirement plan, are continued for any employee who is granted military leave for short-term active duty. Employee contributions if any, covering the period of absence are made by regular payroll deduction.

C. Vacation Allowance

Any employee who is granted military leave for short-term active duty is not thereby deprived of any part of the vacation to which he is entitled. Any employee who wishes to use his vacation to undertake short-term active duty may request that his vacation be scheduled accordingly, and every effort is made to meet this request. However, because in such instances a full vacation salary is received, provisions in this PAI relating to make-up pay (see A, above) do not apply. If an employee chooses to receive make-up pay, he may not schedule vacation day during his military leave. He may, however, take vacation immediately before or after his military leave if his Unit Head approves.

D. Employee's Work Schedule

An employee returning from short-term military leave of two weeks or more is given Saturday and Sunday as RDO's during the period of his leave.

V. **Part-Time Periodic Drills**

Employees who are members of the organized reserves or the National Guard generally have an obligation to participate in weekly or monthly drills of short duration (constituting typically either 2 to 4 hours per week or one weekend per month). Whenever possible, working hours for such employees are scheduled to eliminate or minimize the occasions when it is necessary for them to be absent from work during scheduled working hours; however, the schedule of working hours should avoid giving such employees favored treatment over the other employees in the same position classification and otherwise similarly situated. Employees should, whenever possible, avoid reserve assignments which require them to be absent during scheduled working hours.

Whenever there is a conflict between periodic military drills and scheduled Port Authority working hours it is expected that the employee involved will arrange to exchange tours of Port Authority duty on a voluntary basis with another employee in the same position classification. If, however, an employee who is required to attend weekly or monthly drills on an involuntary basis as part of his military obligation is unable to make this arrangement, the manager of the organizational unit involved makes the necessary reassignments of tours of duty. An employee who has undertaken or extended his membership in the organized reserves or National Guard on a voluntary basis is expected to make his own arrangements for exchanging tours of duty where this is necessary to attend such drills.

VI. Recalled Employees

A. Partial Salary Continuation

1. Rules

Any employee who is recalled to active duty without his consent, receives partial salary continuation up to on year. At the end of one year, the employee is covered under the non-salary provisions which apply to long-term leave.

The Port Authority pays to such an employee a percentage as specified below, of the difference between his federally taxable Port Authority pay at the time he re-enters service and his federally taxable military pay for such period, as follows:

a. Any employee who has more than one dependent receives 100% of such difference.

b. Any employee who has one dependent receives 75% of such difference.

c. Any employee who has no dependents receives 50% of such difference.

Partial salary continuation checks are mailed bi-weekly on regular pay days by the Comptroller's Department to the employee or to anyone he designates in writing.

2. Procedure

An employee who is granted military leave for extended active duty and who is entitled to partial salary continuation under the provisions of Par. VI, A, furnishes the Supervisor, Payroll and Administrative Services, Human Resources Department promptly with CN-225
acceptable information regarding military pay, number of 1/22/90
dependents, and name and address of the dependent who is to receive partial salary continuation. Changes in military pay which occur while such employee is eligible to receive partial continuation must also be reported promptly to the Supervisor, Payroll and Administrative Services, Human Resources Department. The CN-225
Supervisor, Payroll and Administrative Services notifies the 1/

Comptroller's Department of the make-up pay, military leave payment, or partial salary continuation arrangements which must be made.

B. Insurance, Retirement, Vacation and Promotion Programs

Recalled employees are treated as short-term leave employees for the first 30 days' duty, and as employees on long-term leave thereafter.

THE PORT AUTHORITY OF NY & NJ

MEMORANDUM

Appendix G
Attachment 1

Office of the Chief Administrative Officer

TO: Joseph J. Seymour, Executive Director
FROM: Mary Lee Hannell
DATE: April 29, 2003
SUBJECT: MILITARY LEAVE POLICY ADDENDUM – TEMPORARY AND EXTENDED FULL TIME ACTIVE DUTY - INVOLUNTARY CALL UP

COPY TO: L. LaCapra, L. Hofrichter, E. Schorno, S. Walsh, All Chiefs and Directors

Since the beginning of the events of Operation Enduring Freedom, many employers have experienced a temporary loss of staff who have been called to active duty in the armed forces. The sudden call-up caused employers to re-evaluate their existing military leave policies with respect to compensation and benefits and many have since altered their policies to minimize the financial impact on employees and their families. As a gesture of support for employees called to active duty and to more closely align our policy with that of other metropolitan area employers, our existing policy should immediately be modified as follows.

In connection with the events of Operation Enduring Freedom:

- provide payment of salary differential for those called up, regardless of status, for the duration of the leave;
- continue health and dental benefits coverage for employees and their dependents for the duration of the leave;
- continue life insurance coverage for the employees at their current level for the duration of the leave.

Since September 2001, several employees have been called to involuntary active duty and more are anticipated. A review of our records indicates that 44 employees have regularly taken short-term military leave. Since some employees use vacation time to satisfy their annual reserve requirement, the potential number of employees who could be called to duty may be marginally higher. However, since (1) these employees are not being permanently replaced; (2) the Port Authority will be reimbursed for the employees' military pay, and (3) the employees' medical costs will be at least partially paid for by military coverage, any additional costs associated with the recommended changes would not be material.

Attached is a comparison of our existing policy/proposed addendum and highlights of changes implemented by other metropolitan area employers.

Mary Lee Hatinell
Executive Advisor
Office of the Chief Administrative Officer

Approved:

30 Jul 03
Joseph J. Seymour
Executive Director

Attachment

MEMORANDUM

Human Resources Department

Appendix C
Attachment 2

To: Kenneth J. Ringler Jr., Executive Director

From: Michael G. Massiah

Date: December 8, 2005

Subject: **MILITARY LEAVE POLICY ADDENDUM – TEMPORARY AND EXTENDED FULL TIME ACTIVE DUTY – INVOLUNTARY/VOLUNTARY CALL UP**

Copy To: L. LaCapra, J. Fox, L. Hofrichter, E. Schorno, All Chiefs and Directors

It is recommended that the military leave policy, as well as the subsequent addendum dated April 29, 2003, be amended to include those conditions and benefits related to salary continuation, health, dental and life insurance coverage for employees called to voluntary military service in connection with the events of Operation Enduring Freedom or Enduring Iraqi Freedom which was enacted by the President following the events of 9/11/01.

Michael G. Massiah
Director
Human Resources Department

Approved:

Kenneth J. Ringler Jr.
Executive Director

APPENDIX H

THE PORT AUTHORITY

AP 20-1.07

Office of the Executive Director

Revised: March 9, 1994

POLITICAL ACTIVITIES OF PORT AUTHORITY EMPLOYEES

I. Introduction

The Port Authority carries out its responsibilities under the Port Compact in an objective and non-partisan manner for the common good of the Port District. There must therefore be no interference in its administration by partisan political influence or considerations. In addition, the Port Authority is receiving federal funds for some of its facilities and thus many of its employees are subject to certain provisions of the Federal Political Activities Act. This Policy Statement establishes standards of political conduct as a condition of employment and continued employment for all Port Authority personnel in order to adhere to Port Authority policy and to comply with the federal law.

II. Policy

It is the policy of the Board of Commissioners that Port Authority employees shall not:

A. Use their official authority or influence for the purpose of interfering with an election or a nomination for office, or affecting the result thereof;

B. Directly or indirectly induce or counsel other employees to make any political contribution; or

C. Actively participate in partisan political management or in partisan political campaigns.

III. Definitions

A. "Partisan political campaigns" include all activities (except those permitted by this AP) directed toward the nomination or election of a candidate in a general or special election for a municipal, state or national office or for any other office for which there is a candidate representing any political party, which was represented by a candidate in the last preceding election at which presidential electors were selected; any activities directed toward influencing a public decision on any ballot question or proposition which is specifically identified with any national or state political party.

B. "Partisan political management" includes the seeking or holding of any position, title or office which is representative of a state or national political party or any other party which had candidates in the preceding presidential election; and other activities in furtherance of fund raising or political campaign of any such political party.

IV. Coverage

This Policy Statement covers all Port Authority employees including employees on leave of absence. Permanent and probationary Port Authority employees are subject to these political activity restrictions at all times; temporary employees are subject to the restrictions for the entire twenty four hours of any day of actual employment.

V. Permitted Political Activities

A. This Policy Statement is not intended to interfere with the basic rights of Port Authority employees as citizens to:

1. Vote as they choose.

   Political activity restrictions do not relieve an employee of his obligation as a citizen to inform himself of the issues and to register and vote.

2. Express their views on all political subjects and candidates.

   However, they may not do so in such places and in such a manner as to take an active part in political management or political campaigns of a partisan nature, or take part in public discussions of partisan issues in such a way as to identify themselves prominently with a political party unless such participation is approved by the Executive Director in the discharge of his responsibilities to the Board.

3. Petition Congress, the New Jersey or New York State Legislatures, or any Member, thereof.

   Provided that they do not represent themselves as spokesmen for or members of the Port Authority or use Port Authority stationery for this purpose, and provided that the work and program of the Port Authority is not involved in any such petition or issue. This restriction does not apply to an authorized employee writing his official capacity on Port Authority activities or interests. Employee organizations may use their letterheads to write to legislators in reference to legislation affecting their membership.

B. Employees may also:

1. Join political clubs and attend political rallies, but they may not take an active part in the management of the club or in the conduct of the rally, or act as chairman, officer, committee member, or delegate. They may vote on political issues, but may not speak for or against them publicly or at club meetings.

2. Make a reasonable voluntary campaign contribution to any regularly constituted political or campaign organization for its general expenditures. By "reasonable" is meant an amount not so much as to make the employee a prominent contributor, identified with either the candidate or the party.

3. Wear a political badge or button, or display a political sticker on their private automobiles if permitted by local ordinance, but not while on Port Authority business or on Port Authority property.

4. Accept appointment as members of public agencies or institutions, such as boards of education, school committees, boards of public libraries and planning boards, provided that their department or office director and the Director, Human Resources Department decide that the holding of these local offices will not conflict or interfere with the discharge of their Port Authority duties. If these offices are elective, employees may be candidates or participants as long as political party designation, nomination and sponsorship are completely absent.

5. Sign petitions, including nominating petitions, but may not initiate them or canvass for the signature of others if the petitions are identified with partisan political management or campaigns.

6. Participate actively on public questions and issues such as constitutional amendments and referenda, so long as participation does not identify the employee with a political party and so long as they do not involve the work and program of the Port Authority.

VI. Examples of Prohibited Political Activities

Employees may not engage directly or indirectly in the following political activities:

A. Serve on or for any political committee, party or other similar organization; serve as a delegate or alternate to a caucus or party convention; or become a candidate for convention delegate or district leader.

B. Solicit or handle political contributions; solicit sale of or sell tickets for any political party functions; or furnish a list of names of other employees to persons or organizations soliciting political contributions.

C. Serve as an officer of a political club, or as a member or officer of any of its committees; address such a club on political matters, be active in organizing it, or act for another political club member.

D. Serve in connection with the preparation for a political meeting or rally; organize, conduct or address such a meeting; march in political parades, or take any active part except as a spectator.

E. Engage in activity at the polls at primary, special or regular elections, such as solicit votes, assist voters to mark ballots, transport or help to get out the voters on registration or election days other then members of the household; act as a recorder, checker, watcher or challenger of any party or faction.

F. Serve in any position of election officer in which partisanship or partisan political management may be shown.

G. Write for publication or publish any letter or article, signed or unsigned, soliciting votes in favor of or against any political party or candidate.

H. Become a candidate for nomination or election to federal, state, county or municipal office or solicit others to become candidates for nomination or election to such office, except for candidacies for membership on the board of a public agency or institution, such as a board of education, school committee, board of public libraries, or planning board, provided that their department or office director and the Director, Human Resources Department decide that the holding of these offices will not conflict or interfere with the discharge of their Port Authority duties. Initiate or circulate political petitions, including nominating petitions.

I. Accept appointment to a federal, state, county or municipal office, except as provided in Section V.B.4.

J. Engage in political conferences, canvass a district or solicit political support for a party, faction or candidate, or distribute campaign literature or material.

K. Make any political contribution in a building owned, leased or operated by the federal government or by the Port Authority or to some other employee of the Port Authority.

L. Inquire regarding political opinions or affiliations of any person as a test of fitness for Port Authority employment or promotion, or in any situation involving the disciplining or dismissal of a Port Authority employee; or appoint, dismiss or change official rank or pay of any employee because of such political opinions or affiliations.

M. Use or promise to use (directly or indirectly) any official authority or influence (possessed or merely anticipated) to secure any advantage in employment for any employee or preference in behalf of a person or organization with whom the Port Authority transacts business for the purpose of influencing the vote or political action of that person or organization.

VII. Political Activities Not Specifically Covered in this Policy Statement

Employees are responsible for seeing that their activities do not constitute violations of the policies expressed in this Policy Statement. The examples of permitted and prohibited political activities are not intended to be exhaustive. If an employee wishes to engage in an activity other than those which are specifically permitted by this instruction, he should describe the circumstances in writing to the Director, Human Resources Department for consideration before engaging in the activity.

APPENDIX I

AP 20-1.15

THE PORT AUTHORITY

Office of the Executive Director

Revised: April 11, 1996

CODE OF ETHICS AND FINANCIAL DISCLOSURE

I. Introduction

A. This Policy Statement

1. Establishes a Code of Ethics governing the conduct of Port Authority employees, former employees, and persons doing business with the Port Authority.

2. Sets forth the policies and procedures governing financial disclosure for certain employees.

B. Adherence to this Code and filing of a Financial Disclosure Statement does not relieve any individual from complying with applicable requirements of law or other policy statements.

II. Policy

Port Authority employees are entitled to share as much as possible in the benefits of the society in which they live, including privacy in their personal affairs. At the same time, as public servants Port Authority employees are responsible for conducting Port Authority business solely in the public interest.

The Port Authority, as a public agency, has a similar and broader responsibility for maintaining the highest levels of honesty, ethical conduct and public trust. To meet this responsibility, this Code of Ethics and Financial Disclosure is established.

Personal integrity is the cornerstone of this Code. Each employee bears primary responsibility for avoiding financial and other interests which create a conflict between Port Authority employment and personal affairs.

III. Definitions

A. "Blind trust" means an independently managed trust in which the beneficiary has no management rights and is not given notice of alterations in, or other dispositions of, the property subject to the trust.

B. "Business" means a private legal entity formed for profit including a corporation, partnership, sole proprietorship, joint stock company, or joint venture.

C. "Confidential information" means information which is available to an individual only because of the individual's status as an employee of the Port Authority and is not a matter of public knowledge or available to the public on request.

D. "Financial interest" means:

1. Ownership of an interest or involvement in a relationship from which or as a result of which a person has received within the past year, or is entitled to receive in any future year, more than $1,000 or its equivalent; or

2. Ownership of interest other than in tangible personal property which has a market value in excess of $1,000. In determining the value of an interest, debts, liens or other encumbrances thereon are not subtracted; or

3. Ownership of an interest in tangible personal property other than motor vehicles which has a market value in excess of $10,000. In determining the value of an interest, debts, liens or other encumbrances thereon are not subtracted; or

4. Liability or indebtedness to a person in excess of $5,000.

E. "Immediate family" means a spouse, children, parents, brothers and sisters.

F. "Other interest" means holding a position in a business such as an officer, director, trustee, partner, employee, or a position of management, or acting as a consultant, agent or representative in any capacity.

G. "Participation directly or indirectly" means involvement through decision, approval, disapproval, recommendation, influence, advice, investigation, or audit.

H. "Person" means a business, individual, union, committee, club, or other organization or group of individuals.

I. "Transaction" means buying, selling, renting as lessor or lessee, or otherwise acquiring or disposing of services or property or an interest in such services or property, borrowing or investment of money or preparing, advising on, ministering or otherwise acting in reference to the performance of a contract, or the promulgation of rules and regulations affecting such activities.

IV. Ethical Standards of Conduct

A. General Standards of Ethical Conduct

1. Any attempt to realize financial gain through Port Authority employment by conduct inconsistent with the proper discharge of Port Authority duties is a breach of ethical standards.

2. Any effort to influence a Port Authority employee to breach the ethical standards set forth in this Code of Ethics is a breach of ethical standards.

3. Any conduct on the part of a Port Authority employee which (i) gives reasonable basis for the impression that any person can improperly influence the employee or enjoy the employee's favor in the performance of the employee's official duties; or (ii) might reasonably lead to the conclusion that the employee is engaged in acts which are in violation of the public trust, is a breach of ethical standards.

4. Failure to comply with any provision set forth in this Code of Ethics is a breach of ethical standards.

B. Employee Conflicts of Interest

1. It is a breach of ethical standards for a Port Authority employee to participate directly or indirectly in a Port Authority transaction when the employee knows

   (a) that the employee, or a member of the employee's immediate family, has a financial or other interest in the Port Authority transaction; or

   (b) a business in which the employee or a member of the employee's immediate family has a financial or other interest, is involved in the Port Authority transaction. A business shall be deemed to be involved in a transaction if it is a prospective bidder on, or otherwise a prospective party to, a contract that may form a part of the transaction, as well as when it is a party to an executed contract; or

   (c) another person, with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment, is involved in the Port Authority transaction.

2. Except as provided for in Par. IV.D.5, it is a breach of ethical standards for a Port Authority employee to solicit, negotiate for, or agree to accept a position from which, after leaving Port Authority service, the former Port Authority employee would be disqualified under the Code, or any other rule or regulation related thereto, because the new position would involve (i) any Port Authority transaction; or (ii) a contract, including a lease, or a claim in which the former Port Authority employee had participated directly or indirectly while a Port Authority employee.

3. If a Port Authority employee or a member of the employee's immediate family holds a financial interest in a blind trust, the employee is not deemed to have a

conflict of interest in breach of ethical standards with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Law Department.

C. Breach of Ethical Standards by a Business

A business is in breach of ethical standards when it knows that a Port Authority employee who has a financial or other interest in the business is participating directly or indirectly in a Port Authority transaction with it in breach of the ethical standards set forth in this Code.

D. Restrictions on Employment of Former Port Authority Employees and Persons Employing Former Port Authority Employees

1. It is a breach of ethical standards for a former Port Authority employee knowingly to act as a principal, expert witness, consultant, agent or representative in any capacity for any person other than the Port Authority in connection with any contract, including a lease, or a claim in which the employee participated directly or indirectly while a Port Authority employee, where the Port Authority is a party or has a direct and substantial interest.

2. It is a breach of ethical standards for a former Port Authority employee, within one year after the termination of the employee's Port Authority employment, knowingly to act as a principal, expert witness, consultant, agent or representative in any capacity for any person other than the Port Authority, in connection with any contract, including a lease, or a claim in matters where the Port Authority is a party or has a direct and substantial interest.

3. Nothing in this Code shall preclude a former employee from

   (a) instituting a personal claim;

   (b) carrying out official duties as an elected official or employee of a federal, state or local government agency; or

   (c) performing routine clerical services, mail services, data entry services or other ministerial tasks for a person in connection with any contract, including a lease, or a claim in matters where the Port Authority is a party or has a direct and substantial interest, provided, (i) such former employee as described in subparagraph c hereof was employed by the Port Authority to perform such services on a temporary basis, and (ii) such former employee as described in subparagraphs b or c hereof was not required to file a Financial Disclosure Statement pursuant to this Code.

4. It is a breach of ethical standards for a person to permit a former Port Authority employee to act as a principal, expert witness, consultant, agent or representative in any capacity when the person knows that the former Port Authority employee is in breach of the ethical standards set forth in this Code.

5. The provisions of Par. IV.D.2 shall not apply to any former Port Authority employee whose employment is terminated because of

   (a) participation in a Retirement Incentive Program; or

   (b) economy, consolidation or abolition of functions, curtailment of activities or other reduction in the Port Authority work force, provided such former employee, while employed by the Port Authority, was not required to file a Financial Disclosure Statement pursuant to this Code.

E. Gratuities and Offers of Employment

It is a breach of ethical standards for a person to offer, give, or agree to give a Port Authority employee or member of the employee's immediate family, or former employee or member of the former employee's immediate family, and for a Port Authority employee or former employee to solicit, demand, accept, or agree to accept from another person anything of value or offer of employment, for himself or herself or for a member of the Port Authority employee's or former employee's immediate family, which the Port Authority employee knows or has reason to believe is offered with the intent to influence or could reasonably be expected to influence the performance of his or her Port Authority duties, or was intended as a reward for an action on the part of the Port Authority employee or former employee.

F. Use of Confidential Information

Notwithstanding Par. IV.D.5, it is a breach of ethical standards for a Port Authority employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of another person.

V. Procedures

A. Financial Disclosure Statement

1. Each (i) Service A employee; (ii) Service B employee graded at Level B-97 or higher; and (iii) any employee designated by the employee's department director based on the criteria set forth below, must submit a Financial Disclosure Statement (form PA 3375) to the Law Department on or before May 1 of each year.

Departmental Directors are to designate, for the purpose of submitting Financial Disclosure Statements, employees, other than those included in (i) and (ii) of this paragraph V A 1, who

(a) are responsibly involved in the formulation of construction contracts, purchase orders or contracts, or leases; or

(b) exercise discretion in the administration of construction contracts, purchase orders or contracts, or leases; or

(c) hold positions requiring repeated, direct substantive contact with private entities or interests; or

(d) have continuing access to confidential information upon which they could "trade" for financial advantage; or

(e) are responsibly involved in the financial or investment affairs of the Port Authority; or

(f) are designated by the department director in the best interest of the Port Authority for reasons other than those listed above.

2. A new employee subject to the financial disclosure requirement, as designated by the employee's department director or based on Hay Point or Service A level, must submit a Financial Disclosure Statement no later than thirty calendar days after the date on which the Port Authority employment commences.

3. In a case where any employee, regardless of level or job assignment, believes a financial or other interest or involvement in a transaction might present a conflict of interest or other breach of ethical standards, the employee must immediately disclose the interest or involvement to the Law Department and disqualify himself or herself from participation directly or indirectly in the transaction until advised in writing by the Law Department or the Ethics Board that the employee may continue in the transaction. Within 30 days of receipt of such disclosure, an attorney designated by General Counsel shall review such matter to identify any possible conflicts of interest or other breaches of ethical standards, as described in Section IV B of the Code. In making such determination, the designated attorney may seek additional information from the employee involved.

4. The address of the principal place of residence of the employee need not be listed in the Financial Disclosure Statement.

5. An employee who fails to submit a required Financial Disclosure Statement may be subject to disciplinary action.

6. Compliance with this disclosure procedure does not indicate that a breach of ethical standards or a conflict of interest does or does not exist.

B. Confidentiality and Public Disclosure

1. All Financial Disclosure Statements submitted to the Law Department will be filed under lock and key and, except as provided in the paragraphs below, shall be accessible for inspection only to:

   (a) the Chairman and members of the Audit Committee,

   (b) the Executive Director,

   (c) the Port Authority Ethics Board,

   (d) General Counsel,

   (e) the Director of the Audit Department,

   (f) the Inspector General, and

   (g) other Port Authority employees in the course of performing their Port Authority duties, who receive express written authorization from one of the parties listed above to review or use a statement.

2. Each statement submitted will be available for public inspection in accordance with the Port Authority's Freedom of Information policy and procedure, subject to the provisions of paragraphs V.B.3, V.B.4 and V.B.5 immediately below.

3. Whenever a request is made for public inspection of a statement, the employee who filed the statement shall be advised by the Law Department of the fact of such request and the identity of the party making the request before disposition is made. (See paragraph V.B.4 immediately below.) The employee shall also be advised of the final disposition of the request.

4. Any employee may, at any time, request that any item disclosed in a statement be withheld from public inspection on the ground that public inspection of such item would constitute an unwarranted invasion of personal privacy. Such request shall be made in writing in a manner prescribed by the Law Department and shall state the reason the employee believes an item should not be disclosed, including why the information sought to be deleted from public inspection has no material bearing on discharge of the employee's official duties. An employee shall be advised of the disposition of that employee's request for withholding a statement from public inspection at least

ten days prior to final disposition of the request for public inspection of that statement.

5. Upon the request of an employee's supervisor, the Law Department may advise the supervisor whether an existing or prospective transaction or other work-related matter involving the employee would create a possible conflict of interest or other breach of ethical standards. However, a supervisor will not be allowed to review any employee's statement directly except as provided in paragraph V.B.1 above.

6. All statements shall be destroyed after a period of three years from the date of submission, but, in the case of an active employee required to file a statement, not before a new, up-to-date statement has been submitted.

C. Determining Conflicts of Interest and other Breaches of Ethical Standards

1. The Law Department is initially responsible for identifying possible conflicts of interest or other breaches of ethical standards.

2. Any person who has a question about whether a prospective personal transaction, or assumption of a position of responsibility or trust, or any other matter, would create a breach of ethical standards may request in writing an advance determination on the matter from the designated attorney.

3. Within 30 days of the annual May 1 filing deadline as described in paragraph V.A.1 of the Code, an attorney designated by General Counsel determines whether there has been compliance with the filing requirement by all employees required to file a Financial Disclosure Statement, and as soon as practicable after receipt, an attorney designated by General Counsel reviews each Financial Disclosure Statement to identify any possible conflicts of interest or other breaches of ethical standards as described in Section IV.B of this Code. In making such determination, the designated attorney may seek additional information from the employee involved.

4. Upon discovery of a possible conflict of interest or other breach of ethical standards, the designated attorney notifies the affected employee in writing. The designated attorney may also direct the employee to disqualify himself or herself from participation in any transaction involving the Port Authority until the question of conflict, or other breach of ethical standards, is resolved.

5. The designated attorney may counsel an employee regarding steps which can be taken to eliminate the possible conflict or other breach of ethical standards.

6. The designated attorney also notifies, in writing, the Port Authority Ethics Board of the attorney's findings and recommendations and of any corrective

action taken to eliminate a possible conflict or other breach of ethical standards.

7. Any employee may appeal in writing to the Ethics Board any finding and recommendation of the designated attorney regarding the employee's possible conflict of interest or other breach of ethical standards.

D. Port Authority Ethics Board

1. The Port Authority Ethics Board is comprised of at least three Port Authority employees (and alternates) appointed by the Executive Director.

2. Action by the Ethics Board requires the assent of a majority of the members, but in no event less than two members (or alternates) present and voting.

3. The Ethics Board may, at its discretion, review any or all findings and recommendations of a designated attorney and make separate findings and recommendations.

4. The Ethics Board shall, upon appeal by an affected person, review any or all findings and recommendations of the designated attorney.

5. At the completion of a review undertaken pursuant to paragraphs V.D.3 or V.D.4 immediately above, the Ethics Board shall determine that there is:

   (a) no conflict of interest or other breach of ethical standards as described in this Code;

   (b) a conflict of interest or other breach of ethical standards as described in this Code; or

   (c) a significant reason to waive the provision of this Code in the interest of the Port Authority.

In making such determination, the Ethics Board may seek additional information from the designated attorney and the person involved.

6. Determinations of the Ethics Board shall be binding except as provided in paragraph V.D.8 below.

7. In accordance with Section VI below, the Ethics Board may take whatever administrative action it deems just and appropriate to remedy a conflict of interest, or other breach of ethical standards as described in this Code.

8. All decisions by the Ethics Board are subject to review by the Executive Director.

VI. Administrative Remedies

A. A Port Authority employee found to have breached the ethical standards of this Code may be disciplined in the manner provided in the rules and regulations of the Port Authority.

B. A third party found to have breached the ethical standards of this Code is subject, in the manner provided in the rules and regulations of the Port Authority, to:

1. issuance of written warnings; and

2. termination of existing transactions to the extent permitted by law; and

3. disqualification or suspension from participating in future transactions with the Port Authority.

C. After a finding that a Port Authority employee, former employee or a third party has breached the ethical standards of this Code, Port Authority staff dealing with such employee, former employee or third party shall take action consistent with the determinations of a designated attorney or the Ethics Board.

THE PORT AUTHORITY

PAI 20-1.06

Office of the Executive Director

Revised: May 31, 1979

GIVING OR ACCEPTING GIFTS OR GRATUITIES

I. Introduction

The Port Authority has established a reputation as a public service agency with the highest standards of integrity. In order to maintain this reputation, it discourages any practice which might reflect unfavorably either upon itself or its staff.

II. Policy

Port Authority policy forbids any employee:

A. To offer gifts or gratuities of any kind to any individual or organization with whom we do business or are likely to do business.

B. To accept gifts of any kind from any patron, tenant, concessionaire, vendor, or from anyone else with whom we do business or are likely to do business; or accept payment in any form for any services rendered to anyone with whom we do business or are likely to do business.

C. To accept cash discounts on merchandise or services obtained in any way connected with his, or a colleague's, employment at the Port Authority (except for discounts granted to employee organizations or other formal groups).

D. To accept any favors such as entertainment, meals, transportation, etc., either free or at reduced rates which might tend to obligate the employee to any individual or organization with whom we do business or are likely to do business.

III. Interpretation

It is recognized that there may be rare occasions when employees are offered tokens of trifling value, when public transportation or meals are not available, or when the best interests of the Port Authority require that the Port Authority policy be varied. The Executive Director has delegated to the Personnel Director the responsibility for advising as to the circumstances under which variations to this policy are justified. In the absence of previous guidance an employee should clear through his department head with the Personnel Director before giving or accepting any article, discount, or other favor. In an extreme case, when a Port Authority employee is impelled to accept a gift or gratuity, he must forward it to his supervisor. The supervisor will then present a Port Authority Receipt, form PA5, to the employee. Any monies

received are applied to the Employees General Welfare Fund. Gifts are to be returned to the donor with a note explaining that it is contrary to Port Authority policy to accept gifts.

This instruction is not to be construed as restricting the distribution of Port Authority advertising material; nor does it apply to the acceptance of tips by Skycaps and Redcaps. Finally, it is not intended to prevent tipping for specific services when rendered, nor the entertainment of business guests, where this is the normal business practice and it does not conflict with the policy of the employer of the outside person involved.

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
MEMORANDUM

APPENDIX K

To:
From: Robert E. Boyle
Date: December 5, 2000
Subject: Retention Incentive

I am sure you are already keenly aware that negotiations continue for the net lease of the World Trade Center. I have previously committed to you that you shall not lose your job with the Port Authority as a result of this transaction. Today I am writing to request your assistance in protecting the value of the WTC through the closing of the transaction.

While the ultimate outcome of these negotiations and the timing of approval of a lease agreement cannot be determined with precision, we currently expect that closing can be accomplished as early as April or as late as December of next year. Your continued contribution to the WTC is essential to protecting the physical asset, and its safe, profitable and efficient operation during this critical period and until such time as it is entrusted to others for management and operation. In order to encourage you to stay through the closing of the net lease transaction, the Port Authority will provide you a retention incentive, which will consist of two essential parts: a retroactive permanent salary adjustment, and a lump sum bonus.

The salary adjustment portion of the retention incentive will be retroactive to December 3, 2000 and will be roughly equivalent to a promotion increase. This will be a permanent adjustment and will be triggered at the earlier of deal closing or November 30, 2001. The full amount of this retroactive salary adjustment will be provided to you even if it puts you over the salary maximum for your position. In addition, you will earn a lump sum retention bonus, which will be payable within three months of the closing to provide for a transition period for the net lessee. In the unlikely event the transaction doesn't come to fruition or is delayed beyond next year, the lump sum bonus will be payable no later than February 28, 2002. The specifics of these incentive payments will be conveyed to you by your Director.

I wish to stress the importance to the Port Authority of your remaining with the facility through the closing and the three-month transition period. Therefore, I hope that you understand that should you leave the facility prior to the closing date, you will forfeit the salary adjustment portion of the retention incentive. Should you not remain during the transition period, you will forfeit the closing bonus.

I know your challenge during this interim period will be more difficult and more emotionally draining than you normally face. New tasks will be necessary in addition to your normal responsibilities. Recognizing these time demands, and the limited time remaining until year-end 2000, I have delegated to your Director additional authority to approve vacation carryover from 2000 to 2001.

Should the net lease process result in a transfer of management of the WTC to others, and you opt neither to accept (or are not offered) employment with the net lessee, nor to accept alternate placement within the agency, you may choose to terminate your employment with the Port Authority. Should you select this route, you will receive a severance allowance at that time. I do hope, however, that you will seriously consider remaining with the Port Authority. As I have said before, your contributions to both the facility and the agency are recognized and appreciated.

Robert E. Boyle
Executive Director

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
MEMORANDUM

APPENDIX L

To:
From: Alan Reiss
Date: December 6, 2000
Subject: Retention Incentive
Ref: Memo from R.E.Boyle dated 12/5/2000, same subject

As indicated in Mr. Boyle's memorandum, your continued contributions to the World Trade Center are necessary to protect the value of the facility through the closing of a net lease transaction. In recognition of your efforts and commitment to remain throughout this critical period, you will be granted a retention incentive consisting of two parts: a retroactive permanent salary adjustment, and a lump sum bonus.

Your salary adjustment will be $7,500 and will be triggered at the earlier of the closing of the World Trade Center net lease, or November 30, 2001. This salary adjustment will be retroactive to December 3, 2000. You will also receive a lump sum bonus of $5000 that will be payable following a three-month transition period for the net lessee, but no later than February 28, 2002. Both of these incentives are contingent upon your continued satisfactory performance, and your still being in the department at the date of closing or completion of transition.

We truly appreciate your tremendous efforts on behalf of the Port Authority and the World Trade Center, and we know we can count on you to continue to give your best and more.

Alan Reiss
Director,
World Trade Department

THE PORT AUTHORITY OF NY & NJ **AP 15-3.05**

Office of the Executive Director Revised: April 1, 2002

USE OF EMPLOYEE-OWNED AND RENTED VEHICLES, TAXIS AND CAR SERVICE

I. Introduction

This policy statement outlines the policies and authorization procedures for the use of employee-owned and rented vehicles, taxis and contract car service on Port Authority business.

II. Policy

A. Business related transportation requirements should be handled through the use of public transportation or Port Authority-owned vehicles. In the event that such usage is unavailable, impractical, unsafe, or it is required by staff and facility operations, directors or their designees may authorize the use of employee-owned or rented vehicles, taxis or Port Authority contract car service ("car service") in accordance with this policy.

B. Employees should utilize the form of transportation that meets the business need and is the least expensive. Sufficient business reasons must exist prior to incurring transportation expenses.

C. All vehicles used on Port Authority business are to be operated at a safe speed and with proper care and caution. All employees are subject to applicable Port Authority, state, and municipal motor vehicle regulations and must respond to, and be responsible for, all summonses issued as a result of their operation or use of the vehicle. If found guilty of violating such regulations, the employee is personally liable for any resulting penalties and judgments prescribed by law. Unresolved or untimely resolution of penalties or judgments may result in being denied access to a Port Authority vehicle.

D. Employees are prohibited from using hand-held mobile/cellular telephones while operating any vehicle on Port Authority business.

III. Administrative Guidelines

A. Employee-Owned Vehicles

1. Authorization

Directors or their designees may authorize the use of employee-owned vehicles on Port Authority business when:

a. an employee is asked to respond from his or her home to an emergency situation and a Port Authority vehicle is not readily available; or

b. the use of an employee-owned vehicle would require significantly less vehicle mileage or less time on an origin-destination basis than the use of a Port Authority vehicle.

2. Conditions of Use

a. Employee-owned vehicles are subject to the same regulations as prescribed for Port Authority vehicles when their use on Port Authority business is authorized (see, AP 15-3.02, Port Authority Passenger Vehicle Program) except that Form PA 70, Vehicle Authorization and Usage Report is not required.

b. When used for Port Authority business, employee-owned vehicles must have valid auto insurance as required by the state in which the vehicle is registered. If the vehicle is registered in a state that does not require auto insurance, then the employee's use of that vehicle for Port Authority business purposes is prohibited.

c. Employees use of their own vehicle for commuting to and from work is not considered an authorized use by the Port Authority and such use is not covered by this policy, except as noted in III. A. 1., above.

3. Reimbursement

a. When an employee is authorized to use his/her own vehicle, reimbursement is made at the standard mileage rate published annually by the Comptroller's Department.

b. Expenses coincident to the use of employee-owned vehicles that are not already reimbursed through the standard mileage rate will also be reimbursed as required (i.e., parking fees, tolls, etc.).

c. Expenses for repairs (other than for damages sustained in an accident) made to an employee-owned vehicle while in use on Port Authority business, and other vehicle maintenance costs, are not reimbursable (See Paragraph III. A. 4. c, below).

d. Expense Accounts and Petty Cash Vouchers claiming reimbursement in connection with the business use of an employee-owned vehicle will show the starting and ending odometer readings, total mileage, starting point, destination and the reason why the employee's vehicle was used.

e. When an employee-owned vehicle has been authorized for use on Port Authority business within the Port District, the Port Authority will reimburse the employee for the additional commutation transportation expense incurred. Additional transportation expense is the amount by which the actual commutation transportation expense exceeds the employee's normal cost of transportation, excluding the cost of non-refundable commutation tickets.

f. AP 30-3.51, Employee Business Expenses, outlines the conditions governing reimbursement of additional transportation costs incurred due to short term assignments, extra duty, nonscheduled workdays, attendance at Port Authority related business, civic and professional meetings, and overtime.

4. Accidents and Liability for Damages

a. Accidents arising out of the operation of an employee-owned vehicle on Port Authority business shall be reported as stated in PAI 55-3.01, Accident Reporting.

b. In the case of a claim against an employee for damages or injuries to third persons arising out of the operation of an employee-owned vehicle on Port Authority business, the employee against whom the claim is made should immediately notify, in writing, his/her insurance carrier, his/her organization unit head, and the Claims Division of the Law Department. Such claims are deemed to be potential claims against the Port Authority and the provisions of the By-Laws relative to the settlement of such claims will apply.

c. It is the intent of the Port Authority to equitably compensate an employee for unrecoverable damage to an employee-owned vehicle sustained while using the vehicle on Port Authority business unless such damage was sustained as a result of gross or willful negligence or misconduct on the part of the employee.

d. In the event any employee-owned vehicle in use on Port Authority business is damaged through accident, the employee must first look to his/her own insurance carrier, or to the other party who caused the damage, for recovery. The Port Authority provides reimbursement for damages to an employee's vehicle only for that portion of the loss deemed unrecoverable (e.g., the amount deductible under a collision policy). The Port Authority is not, however, responsible for personal items carried in a vehicle nor for their loss or damage as a result of an accident.

e. In a third party action, the Port Authority will similarly pay awards only to the extent they exceed the limits of an employee's insurance policy. Employees seeking reimbursement of unrecoverable losses should contact the Claims Division of the Law Department for instructions.

5. Settlement of Claims

a. An employee whose vehicle has been damaged while in use on Port Authority business and who may be eligible for repayment of unrecoverable losses shall, in all cases:

i. Prepare a memorandum to his/her director, including all pertinent information on the expected cost of repairs and any unrecoverable losses; and

ii. Attach to the memorandum an itemized estimate by a reputable, established auto body firm of the cost of repairing the vehicle, copies of any supplementary bills or statements, and a copy of the Declarations page from the employee's own insurance policy.

b. The director indicates on the employee's memorandum whether use of the vehicle on Port Authority business had been authorized, reviews the estimate and bills and forwards the memorandum with attachments to the Claims Division of the Law Department.

c. After review, the Claims Division forwards the approved claim to the Comptroller's Department for processing. In the event the claim is not approved for payment, the Claims Division notifies the employee of the disapproval and reasons for denial.

B. Rented Vehicles

1. Within the Port District

In order to meet specific transportation requirements within the Port District, a department or facility may authorize the rental of a passenger vehicle if no Port Authority or employee-owned vehicle is available. Such authorization should not be delegated below the position of facility or unit manager. Planned rentals must first be discussed with the Central Automotive Division of the Operations Services Department to determine if the Port Authority's existing vehicle fleet, contract rental cars or other available automotive equipment sources could meet the department's needs.

2. Outside the Port District

Employees traveling outside the Port District on official Port Authority business should determine whether a rental car is necessary and circumstances warrant the expense. Rental of a passenger vehicle requires employees to write a memorandum justifying the rental and obtain advance approval by their director. Employees will be reimbursed at the compact car rate unless rental of a larger car has been justified in writing and pre-approved.

3. Examples of appropriate circumstances for obtaining a rental car are when:

   a. No Port Authority vehicle is available;

   b. Renting a vehicle is the least expensive option;

   c. The work assignment requires the employee to carry heavy or bulky materials; or

   d. The cost of local transportation, taxis or airport shuttles for two or more employees on a business trip would be more than the cost of a rental car.

4. Accidents

Accidents involving a vehicle rented by the Port Authority or by an employee on Port Authority business must be reported as stated in PAI 55-3.01, Accident Reporting.

5. Insurance

Employees are instructed not to purchase optional insurance from rental car companies for property damage, collision, comprehensive, or medical payments coverages, which may be entitled "Waiver of Deductible", "Deductible Buy Back", "Collision Damage Waiver", "Personal Accident Insurance" or "Loss Damage Waiver Option" provisions in the rental agreement. The Port Authority's Self-Insurance Program provides for these coverages.

C. Taxis

1. Taxis should only be used when public transportation or a Port Authority vehicle is either not available or cannot be utilized and the expense is warranted.

2. Examples of appropriate circumstances for utilizing a taxi include:

   a. An assignment requires an employee to carry heavy or bulky materials;

   b. An employee has worked overtime and it is after 9:00 p.m.;

   c. It would be less costly for several employees traveling together to take a taxi than to take public transportation.

3. Reimbursement of taxi expense is obtained by completing a Petty Cash Voucher, Form PA 618, or via expense account using the Business Expense Account Management system (BEAM) as set forth in AP 30-3.51, Employee Business Expenses.

D. Port Authority Contract Car Service

1. Car service should only be used when public transportation, a Port Authority vehicle, or taxi is either not available or cannot be utilized and the expense is warranted.

2. Car Service should only be used in unusual circumstances with prior approval by the director, or designee, or the Office of Medical Services.

3. Car Service authorization may not exceed three (3) occasions per individual in a calendar month without the prior approval of the Chief Administrative Officer.

4. Examples of appropriate circumstances for utilizing car service include:

   a. An employee has worked overtime and it is after 9:00 p.m.;

   b. An emergency situation requires an employee to be transported by car service.

5. If approved, employees should contact the Central Automotive Division to determine availability of contract car service providers.

6. Procedures for utilization of car service

   a. Departmental Administrators may request car service vouchers from the Central Automotive Manager's Office located at PATC. Employees may pick-up car service vouchers from their Departmental Administrator.

   b. To obtain car service vouchers employees must have a Port Authority identification card and a signed and completed Form PA 70.

   c. When possible, employees should call the designated car service for a reservation 30-45 minutes in advance, or earlier if there is inclement weather.

   d. Employees must receive a car number and pickup time from the car service company prior to leaving their location. The car service company may request a "call back" number where an employee can be reached for confirmation.

   e. Employees should report all concerns, complaints and comments promptly to the Automotive Dispatch Supervisor for immediate response and action.

IV. Forms, Procedures and Related Policy Statements

For further procedures and related guidelines, please refer to the following Administrative Policy Statements:

AP 15-3.02 Port Authority Passenger Vehicle Program
AP 30-3.51 Employee Business Expenses
PAI 55-3.01 Accident Reporting
Form PA 618 Petty Cash Voucher
Form PA 70 Vehicle Authorization and Usage Report

TO: All Department Directors, Division Managers and Organization Unit Heads
FROM: Edward C. Gallas
DATE: August 14, 1967
SUBJECT: EXCUSED TIME FOR EMPLOYEE ORGANIZATION REPRESENTATIVES

COPY TO: Employee Organization Presidents

APPENDIX N

INFORMATION BULLETIN NO. 23

The following policies shall apply with regard to time off for representatives of employee organizations, effective September 1, 1967. They have been revised to reflect the prevailing practices in government and industry, and to clarify the conditions under which time off is excused.

A. ACTIVITIES NORMALLY CONDUCTED DURING WORKING HOURS

1. During regularly scheduled working hours, employee representatives duly designated by employee organizations shall be allowed reasonable time away from regular duties without loss of pay:

   a. To investigate grievances and to process them at the appropriate organization level.

   b. To participate as a member of a group of employee representatives when discussing proposals with regard to salary levels and terms of employment.

2. The general standards shall be applied in the following manner and under these conditions:

   a. The Personnel Director or his designated representative, in consultation with employee groups, shall establish reasonable limits on the number of employee representatives who may be permitted to participate in each of the enumerated activities on paid working time.

   b. The Personnel Director or his designated representative, in consultation with employee groups, shall establish reasonable limits on the amount of working time that may be spent on each of the enumerated activities.

   c. Employee representatives must make the necessary arrangements with their supervisors before leaving their assigned place of work.

B. ACTIVITIES NORMALLY CONDUCTED OUTSIDE WORKING HOURS

1. Employee representatives should be permitted, during regularly scheduled working hours to take time off without pay, or the time shall be charged against negative compensatory time, or to their annual vacation allowance for the following types of activity in behalf of employee organizations and their members:

   a. Attendance at union meeting or conventions

   b. Organizing and recruitment

   c. Solicitation of members

   d. Distribution of organization pamphelts, circulars and other literature.

   Representatives must make the necessary arrangements with their supervisors in advance.

2. An employee elected or appointed to an organization office which requires him to devote all or most of his time to his organization duties should be placed on leave of absence without pay, subject to the provisions of PAI 20-3.06.

Any questions concerning the application of excused time for employee organization representatives should be directed to Mr. Bernard Schein, Manager, Operating Personnel Division.

Additional copies of this Bulletin may be obtained by calling the Administrative Division on Extension 7140.

Edward C. Gallas
Personnel Director

APPENDIX O

Resolution of IP 04-18

On those days on which the Executive Director (or his/her designee) of The Port Authority of New York and New Jersey (hereinafter referred to as the "PA") announces an early release for non-field employees in connection with a holiday or a holiday weekend, the Facility Manger, shall consistent with the current practice, consult with the highest level Field Maintenance Supervisor on the tour at the particular PA facility and following said consultation he will determine whether consistent with the operational needs of the facility he can permit some or all Field Maintenance Supervisors to be granted early release. The decision of the PA Facility Manager must be reasonable and made in good faith.

The Hearing Officer, Earl Pfeffer, shall retain jurisdiction of this matter to determine, if it should become an issue, whether a Facility Manager has acted reasonably and in good faith with regards to an early release of Field Maintenance Supervisors pursuant to this resolution. In the event Hearing Officer, Earl Pfeffer is unavailable the parties shall mutually agree on a replacement Hearing Officer.

10-4-06

10/4/06

Memorandum of Agreement

Between

The Port Authority of New York and New Jersey

And

The Port Authority Field Supervisors Association Local 111S

UNITED SERVICE WORKERS UNION
IUJAT

January 1, 2003 - August 31, 2007

Daniel T. Hughes
President

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MEMORANDUM OF AGREEMENT

Memorandum of Agreement executed this nineteenth day of July, 2006 between The Port Authority of New York and New Jersey (the "Port Authority") and United Service Workers Union - International Union of Journeymen and Allied Trades (USWU -IUJAT) Local Union 111S, Port Authority Operations Supervisors Association ("PAFSA").

PREAMBLE

WHEREAS, the Port Authority and PAFSA have negotiated with respect to wages, hours and terms and conditions of employment and other matters relating to the employment of Operations Supervisors.

WHEREAS, this Memorandum of Agreement is entered into pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction.

NOW THEREFORE, it is agreed as follows:

I. RECOGNITION

A. The Port Authority and PAFSA entered into a voluntary recognition agreement on behalf of the Port Authority Operations Supervisors on September 23, 2002.

B. The term Operations Supervisors shall mean all persons employed in the positions described in Port Authority Job Specifications listed in the September 23, 2002 notice as set forth in Appendix A and any newly created Operations Supervisor positions. The term Operations Supervisor shall include the plural as well as the singular. Reference to the masculine shall also include the feminine.

C. The Port Authority recognizes PAFSA as the sole and exclusive representative of Operations Supervisors for the purpose of collective negotiations with respect to rates of pay, hours of work, and other terms and conditions of employment. During the term of this Memorandum of Agreement, the Port Authority will not enter into a Memorandum of Agreement with any employee organization other than PAFSA with respect to the Operations Supervisors covered by this Memorandum of Agreement.

II. PAST PRACTICES - PROTECTION OF EXISTING TERMS AND CONDITIONS CLAUSE

A. Unless a contrary intent is specifically expressed in this Memorandum of Agreement, all practices, procedures and policies governing existing terms and conditions of employment of Operations Supervisors which are not specifically enumerated or set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the execution of this Memorandum of Agreement and, during the term of this Memorandum of Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, statute or otherwise and governing an existing

term and condition of employment shall not be limited, restricted, impaired, removed or abolished unilaterally.

B. A charge or complaint that the Port Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term or condition of employment which is not specifically enumerated or set forth in this Memorandum of Agreement shall not be subject to or processed through the Grievance Arbitration Procedure as set forth in Section XXVII of this Memorandum of Agreement.

C. Nothing herein shall be deemed or construed to waive any rights of PAFSA or any Operations Supervisor under any Port Authority Labor Relations Instruction in effect during the term of this Memorandum of Agreement.

III. SALARY RANGES

The salary ranges for Operations Supervisors will be as shown on the schedule as set forth in as Appendix B.

IV. LONGEVITY

A. Commencing on January 1, 2003, the longevity allowance for Operations Supervisors will be as shown on the schedule set forth in Appendix C.

1.5 % after the completion of 5 years of Port Authority service

2.0 % after the completion of 10 years of Port Authority service

3.0 % after the completion of 15 years of Port Authority service

4.0 % after the completion of 20 years of Port Authority service

5.0 % after the completion of 25 years of Port Authority service

B. Longevity allowances will be paid to Operations Supervisors at one (1) of the rates specified in paragraph A. above, effective in the bi-weekly pay period beginning January 1, 2003, or the bi-weekly pay period in which the individual Operations Supervisor completes the specified number of years of Port Authority service.

V. SHIFT DIFFERENTIALS

Effective January 1, 2003, an Operations Supervisor shall receive a shift differential premium of eight percent (8 %) of his base hourly rate for those hours worked between 4 p.m. and 8 a.m. Shift differentials shall not be payable for any hours for which an Operations Supervisor is compensated at overtime rates.

VI. CONTRACTUAL OVERTIME

A. Work day hours in excess of an Operations Supervisor's workday, as established by his assigned work schedule, shall be paid at overtime rates computed at the rate of one and one-half (1½) times the Operations Supervisor's hourly rate of pay as obtained by dividing by eighty (80) the total base bi-weekly salary payable to an Operations Supervisor as set forth in Appendix B.

B. When an Operations Supervisor works a scheduled day off, that Supervisor shall receive overtime rates for all hours worked, but in no event receive less than four (4) hours of pay at overtime rates when assigned to work an eight (8) hour tour on overtime; five (5) hours of pay at overtime rates when assigned to work a ten (10) hour tour on overtime or six (6) hours of pay at overtime rates when assigned to work a twelve (12) hour tour on overtime. Under no circumstances will an Operations Supervisor who works on a scheduled day off receive less than four (4) hours of pay at overtime rates.

C. Operations Supervisors who work one (1) additional hour during a shift due to the annual change from daylight savings time to standard time will be compensated for such additional hour at overtime rates. Operations Supervisors who work one (1) hour less on a shift due to the annual change from standard time to daylight savings time will have the option to leave at the conclusion of the abbreviated shift and can be charged one (1) hour compensatory time, or, remain and work his full scheduled tour of duty.

D. The procedure for Equalization of Voluntary Overtime Assignments is set forth in Section XXXII of this Memorandum of Agreement and the procedure for Compulsory Overtime is set forth in Section XXXIII of this Memorandum of Agreement.

VII. SCHEDULE CHANGE PREMIUM

A. Whenever a change which affects either the starting time of a shift or the shift itself is made with less than fifteen (15) days notice, the Operations Supervisor shall be paid one (1) Schedule Change Premium equal to four (4) hours of base pay, when the change affects only one (1) day within the fifteen (15) day period, or two (2) Schedule Change Premiums when the change affects two (2) or more days within the fifteen (15) day period. Any payment of a Schedule Change Premium is in addition to the Operations Supervisor's regular salary and any overtime, shift differentials or holiday work premiums to which he may be entitled.

B. If a change of the Operations Supervisor's normal work schedule is canceled with less than forty-eight (48) hours notice before it would be effective, that Operations

Supervisor receives one (1) Schedule Change Premium regardless of whether the cancellation applies to more than one (1) shift.

C. Schedule Change Premiums are not payable for early call-ins where the hours of additional work are contiguous to the Operations Supervisor's posted shift. For example, an Operations Supervisor who is scheduled to work from 8 a.m. to 4 p.m. and is called in to start at 6 a.m. and finish at 4 p.m. will earn two (2) hours of overtime but will not receive a Schedule Change Premium. However, when overtime work in excess of five and one-half (5 ½) hours is performed by an Operations Supervisor who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four (4) consecutive hours off before he starts his next normal shift. For example, if the Operations Supervisor works from midnight until 6 a.m. and is scheduled to work the 8 a.m. to 4 p.m. shift, he receives two (2) hours of excused time and starts his shift at 10 a.m.

D. The Schedule Change Premium should ordinarily be paid in the pay period in which it is earned but not later than the following pay period.

VIII. ON CALL PAYMENT

Consistent with the concept of "on call" payment as provided for under the Fair Labor Standards Act (FLSA), Operations Supervisors placed on an "on call" status by the Facility Manager and/or his designee will receive one (1) hour of pay at his overtime rate of pay for each eight (8) hour block of time or part thereof. For the purposes of this paragraph, "on call" is defined as an off duty Operations Supervisor being responsible to respond to and resolve off-hour calls. If required to report to work, overtime payment in accordance with Section VI, Contractual Overtime, of this Memorandum of Agreement shall be made in addition to the "on call" payment enumerated herein.

IX. HEALTH BENEFITS

A. Health Benefits

1. The Port Authority previously provided Group Health Insurance (i.e., hospitalization, surgical/medical and major medical benefits) for each active employee, including eligible dependent coverage, identical to the Group Health Insurance provided by Blue Cross and Blue Shield of Greater New York group contract No. GC-1743 in effect as of July 26, 1987 and Prudential Insurance Company of America, Inc. Group Policy No. G-14910 in effect for managerial employees as of July 26, 1987. The Port Authority paid for each enrolled active member including his eligible dependents the full costs of such insurance. The Port Authority had the option to change the provider of

such insurance provided the replacement coverage was no less than that provided for immediately above.

2. Effective January 1, 1999, all Operations Supervisors enrolled in a Health Maintenance Organization (HMO) Insurance Plan were given the option to remain in the HMO Insurance Plan or enroll in the Preferred Provider Organization (PPO) Plan, provided by United Healthcare Group #197512, in effect for managerial employees as of September 1, 1998.

3. All Operations Supervisors, except those opting to remain enrolled in a HMO Insurance Plan as set forth in the immediately preceding paragraph, were provided with Group Health Insurance (i.e., hospitalization, surgical/medical and major medical benefits), including eligible dependent coverage in the Preferred Provider Organization (PPO) Plan, provided by United Healthcare Group #197512, in effect for managerial employees as of September 1, 1998.

4. Operations Supervisors whose employment commenced on or after January 1, 1999 are not eligible to enroll in the HMO Insurance Plan(s) described above.

5. The Port Authority will pay for each enrolled active Operations Supervisor and his eligible dependents the full cost of the insurance provided in the preceding paragraphs.

B. The Port Authority shall provide each active Operations Supervisor and his eligible dependents with the Prescription Drug Plan (National Prescription Administrators - Port Sponsor #1395, now being administered by Express Scripts) provided by the Port Authority to managerial employees as of November 1, 1997 and such plan shall be the sole and exclusive prescription drug benefit provided to active Operations Supervisors. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided for immediately above. The Port Authority will pay for each enrolled active Operations Supervisor and his eligible dependents the full costs of such plan.

C. The Port Authority shall provide each active Operations Supervisor and his eligible dependents with the Vision Care Plan (National Vision Administrator-Port Sponsor # 1007) provided by the Port Authority to managerial employees as of January 1, 1998 and such plan shall be the sole and exclusive vision care benefit provided to active Operations Supervisors and their eligible dependents. If the Port Authority in its sole

discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided for immediately above. The Port Authority will pay for each enrolled active Operations Supervisor and his eligible dependents the full costs of such plan.

D. The term " costs" as used in paragraphs A., B., C. and E. of this Section shall mean the full cost of such benefits, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

E. During the term of this Memorandum of Agreement, the Port Authority will pay the full costs of providing Port Authority Group Health Insurance for retired Operations Supervisors, including their eligible dependents, who at the time of their retirement were provided coverage under the Port Authority Group Health Insurance Program, except that employees may not continue coverage upon retirement in an HMO Insurance Plan. All employees upon retirement shall be provided with Group Health Insurance coverage, including eligible dependent(s) coverage under the PPO currently provided by United Healthcare as more fully described herein. The Port Authority will also continue to pay the full cost of providing the prescription drug plan enumerated in paragraph B., and the vision care benefit enumerated in paragraph C, of this Section for Operations Supervisors, including eligible dependent(s). The benefits available to any such retired Operations Supervisor, including eligible dependents, shall be those applicable to him at the time of his retirement. In the event of a retiree's death, the surviving spouse will continue to have the same coverage elected by the retiree for life or until remarriage. In addition, any eligible dependent children will continue to have the same coverage until the end of the calendar year in which they turn age nineteen (19). Coverage for dependent children may be continued until the end of the calendar year in which they turn age twenty-six (26), provided they are not married, they are a full-time student and they are dependent upon the employee's spouse for support.

F. Operations Supervisors who retire on or after July 1, 2000 will also be fully reimbursed annually for Medicare Part B premiums for themselves and their spouse at age 65 and thereafter. However spouses will only be reimbursed for Medicare Part B premiums after the retiree turns age 65.

G. Operations Supervisors may elect healthcare coverage for a same-sex domestic partner as an eligible dependent. This coverage will be under the same terms and conditions as management employees as set for in Appendix D.

H. A copy of any insurance contract (s), insurance policy (ies), prescription plan(s), vision plan(s) and riders, if any, covering Operations Supervisors including the policy number thereof, and the costs per month of the Port Authority of such insurance

policy (ies) or plan(s) shall be made available to the designated PAFSA representatives when such insurance policy (ies), plan(s), riders and costs have been finally formulated.

I. Within one hundred twenty (120) days from the date of execution of this Memorandum of Agreement, the Port Authority shall provide Summary Plan Descriptions (SPD's) describing health care benefit coverages under the Preferred Provider Organization Plan (PPO) currently provided by United HealthCare #19752. Such SPD's shall be provided to each Operations Supervisor as applicable and with a copy of each plan to PAFSA. An Operations Supervisor enrolled in a HMO Insurance Plan may request a SPD directly from the HMO. If the SPD is not received from the HMO, the Human Resources Department will intercede on behalf of the Operations Supervisor to obtain the SPD. A copy of the SPD provided to the Operations Supervisor will also be provided to PAFSA.

J. The term "Health Benefits", "Health Insurance" or "Health" whenever referred to in this Memorandum of Agreement, shall be deemed to include medical insurance, prescription drug plan benefits, and vision care benefits.

X. DENTAL INSURANCE

A. The Port Authority shall provide Group Dental Insurance to all active Operations Supervisors, and their eligible dependents, whose Port Authority employment commenced prior to July 1, 2000, identical to the Group Dental Insurance provided by Prudential Insurance Company of America Inc. Group Contract # 14910 in effect for managerial employees as of January 1, 1985 including improvements to such dental insurance as enumerated in Paragraphs 1 through 4 below, and are now being provided by Metropolitan Life Insurance Company (Met Life) Group # 302043 in effect for Operations Supervisors as of October 1, 2003. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided for immediately above. The Port Authority will pay for each enrolled active Operations Supervisor and his eligible dependents the full costs of such plan.

1. Sealant coverage for permanent molars will be reimbursed at 100% of reasonable and customary costs (one applicable per tooth every thirty-six months) excluding deductibles. Such coverage shall exist for dependent children up to age nineteen (19).
2. "Preventive dental services" are defined as oral examinations, cleaning, x-rays and fluoride applications. Effective January 1, 2001, employees shall be reimbursed at 100% of reasonable and customary costs for these services, subject to the following limits: Cleaning and oral exams for four (4) visits per

year per person; Fluoride treatments (for dependent children up to age nineteen (19) not more than twice per calendar year; full mouth x-rays once per three (3) calendar years; bitewing x-rays twice per calendar year.

3. Orthodontic services will be reimbursed at 80% of reasonable and customary costs up to a two thousand dollar ($2,000) lifetime benefit per Operations Supervisor and each eligible dependent.
4. Effective January 1, 2001, dental implants shall be reimbursed at 80% of reasonable and customary costs (after satisfaction of individual/family deductible amounts).

B. The Port Authority shall provide Group Dental Insurance to all active Operations Supervisors and their eligible dependents, whose Port Authority employment commenced on or after July 1, 2000, identical to the Group Dental Insurance provided by Prudential Insurance Company of America Inc. Group Contract #14910 in effect for managerial employees as of January 1, 1985, including improvements to such dental insurance as enumerated in paragraph A. above, and now being provided by Metropolitan Life Insurance Company (Met Life) Group #302403 in effect for Operations Supervisors as of October 1, 2003, except that the annual maximum benefit per covered person for Restorative Services shall be limited to $2,000. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided for immediately above. The Port Authority will pay for each enrolled active member and his eligible dependents the full costs of such plan.

C. As an alternative to the Group Dental Insurance, Operations Supervisors may enroll in the Dent-Care Plan, including their eligible dependents, on the same terms and on the same basis as managerial employees with benefits no less than that provided to managerial employees. The Port Authority will pay for each active Operations Supervisor and his eligible dependents the full premium costs of such insurance. Operations Supervisors may elect to change dental coverage from Dent-Care to Met Life or Met Life to Dent-Care at any time upon written request from the Operations Supervisor.

D. During the term of this Memorandum of Agreement, Operations Supervisors retiring on or after July 1, 1996 with twenty-five (25) years or more of Port Authority service shall be permitted to carry the Group Dental Insurance or the Dent-Care Plan, set forth in paragraphs A., B. and C., hereof, as the case may be, into retirement, with the Port Authority paying the full cost of insurance now being provided by Metropolitan Life Insurance as more specifically set forth in Paragraphs A and B above, and the Port Authority paying the full premium cost of the Dent Care Plan as more specifically set forth in paragraph C, above. Effective July 1, 1996 Operations Supervisors retiring with less than twenty-five (25) years of Port Authority service

will be required to contribute fifty per cent (50%) of the retiree costs of providing the Group Dental Insurance as set forth in Paragraphs A. and B. above. Retiree costs shall mean the cost of such benefit at the rate or rates applicable to retired Port Authority managerial and professional employees, as shall from time to time be in effect during the employee's period of retirement.

If an Operations Supervisor with less than twenty-five (25) years of service elects to carry the Dent-Care Plan into retirement the Port Authority will pay the full costs thereof.

E. In the event an Operations Supervisor has opted to carry the Group Dental Insurance Plan or the Dent-Care Plan set forth in paragraphs A., B. and C. above, into retirement, the Port Authority will pay either one hundred percent (100%) of the costs, or fifty percent (50%) of the retiree costs thereof as set forth in paragraph D. above, and the benefits available to any such retired Operations Supervisor and his eligible dependents shall be those applicable to him at the time of his retirement. If the Port Authority, in its sole discretion, chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided under the above plan(s) in effect as of the date of execution of this Memorandum of Agreement. If the Port Authority does choose to change providers for the above insurance plan(s), then the Port Authority will continue to pay either one hundred percent (100%) of the costs or fifty percent (50%) of the retiree costs of such plan or plans as set forth in paragraph D, above, throughout the Operations Supervisors retirement and the benefits available to any such retired Operations Supervisor and his eligible dependents shall be those applicable to him at the time of his retirement.

F. A copy of the Port Authority Group Dental Insurance policy and riders, if any, and the Dent-Care plan contract covering Operations Supervisors, including the number thereof, and the costs per month to the Port Authority for such Group Dental Insurance or Dent-Care plans, shall be made available to the designated PAFSA representative when such policy, riders or contract, and costs have been finally formulated. Printed materials describing benefits shall continue to be provided upon request by the Operations Supervisor and shall describe any Plan changes.

G. As used herein, the term " costs" and/or "premium costs", shall mean the full cost of such benefit, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

XI. LIFE INSURANCE

A. During the term of this Memorandum of Agreement, the Port Authority will provide Group Life Insurance for active Operations Supervisors identical to the insurance

provided by the Prudential Insurance Company of America, Inc. group term life insurance policy numbered G-10493, in effect as of April 4, 1976. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay the full premium costs of the Port Authority Group Life Insurance coverage for each active Operations Supervisor hired before February 1, 1993 in an amount equal to three (3) times his base annual salary. Operations Supervisors hired on or after February 1, 1993 will be provided with the Port Authority Group Term Life Insurance coverage in an amount equal to one (1) time his base annual salary with the Port Authority paying the full premium costs. Operations Supervisors hired on or after February 1, 1993 will have the option to purchase up to an additional two (2) times his base annual salary at his own expense. The Operations Supervisor may exercise this option at any time prior to retirement. The Operations Supervisor is required to pay the premium costs for the additional insurance coverage at group rates. The term "base annual salary" as used in this Section shall mean the base annual salary of the Operations Supervisor during the term of this Memorandum of Agreement as set forth in Appendix B, adjusted to the next highest multiple of $1,000. With each change in base salary for an Operations Supervisor under the Group Policy, his Group Life Insurance coverage will be adjusted accordingly.

B. Each Operations Supervisor shall have the option upon retirement to continue coverage under the Port Authority Extended Group Life Insurance up to the amount of such coverage currently in effect at the time of his retirement as more specifically set forth herein. Operations Supervisors retiring on or after July 1, 1996 who have twenty-five (25) or more years of Port Authority service will be eligible to continue their group life insurance with no required contributions. Operations Supervisors retiring with less than twenty-five (25) years of Port Authority service will be eligible to continue their group life insurance into retirement; however, they will be required to contribute fifty percent (50%) of the premium cost of providing the coverage elected at the rate or rates applicable to retired Port Authority managerial and professional employees as shall from time to time be in effect during the employee's period of retirement.

Operations Supervisors hired before July 1, 1988 shall have the option upon retirement to continue Group Life Insurance coverage without change in the amount of said coverage until such Operations Supervisor reaches the age of sixty-five (65). Upon reaching the age of sixty five (65), annual reductions of approximately five percent (5%) of the initial retirement coverage amount will begin and continue until age seventy-one (71) at which time the face value of the policy will remain constant at no less than two thirds (2/3) of the amount selected at retirement (one (1), two (2) or three (3) times the base annual salary). If the Operations Supervisor is over age

sixty-five (65) at the time of retirement, the amount of life insurance will be adjusted to the reduced retirement benefit for that age.

Operations Supervisors hired on or after July 1, 1988 shall have the option upon retirement to continue Group Life Insurance coverage in an amount equal to two percent (2%) of their base annual salary in effect immediately prior to retirement multiplied by the number of full years of Port Authority service, which amount shall not be decreased or subject to annual reductions or age limitations.

C. A copy of the Port Authority Group Life Insurance policy (ies) and rider(s), if any, covering Operations Supervisors, including the number thereof, and the costs per month to the Port Authority of such insurance, shall be provided by the Port Authority to the designated PAFSA representative when such policy (ies), riders and costs have been fully formulated. The Port Authority shall provide each Operations Supervisor with a life insurance statement annually detailing the benefits and beneficiary designation.

D. As used herein, the term " costs" and/or "premium costs", shall mean the full cost of such benefit, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

E. Additional Group Term Life Insurance

The Port Authority will continue to provide an additional death benefit for Operations Supervisors who are Tier 1 members of the New York State and Local Employees' Retirement System (NYSLERS), at least 55 years of age, and have at least 30 years of Port Authority service. Under this Additional Group Term Life Insurance benefit, a beneficiary of a deceased covered Operations Supervisor receives a supplement to the NYSLERS death benefit from the Port Authority to approximate NYSLERS Option 1 amount. The Option 1 amount is based on an actuarial valuation of an eligible Operations Supervisor's retirement allowance at the time of retirement eligibility (i.e., age 55). Consequently, the amount of this Additional Group Term Life Insurance will vary each year until retirement. The imputed value of this Additional Group Term Life Insurance will appear on the paycheck stub of an eligible Operations Supervisor for this benefit (who turn age 55 and have 30 years of Port Authority service). To insure that eligible Operations Supervisors realize the true value of this benefit, the Port Authority will pay amounts equal to the taxes on the imputed income, as well as any additional taxes incurred as a result of providing this benefit. Operations Supervisors shall be allowed to carry this Additional Group Term Life Insurance benefit into retirement without the declining balance provision of the Extended Port Authority Group Life Insurance Plan as set forth in B above, and without the amounts to cover the taxes paid on the imputed income. The Port

Authority will pay all costs for this Additional Group Term Life Insurance benefit for all eligible active Operations Supervisors and for all eligible Operations Supervisors who retire on or after January 1, 2002. The term "costs" shall mean all costs established by the Insurer, including any increase in such costs.

XII. VESTED EMPLOYEE COVERAGE PROGRAM

Operations Supervisors with more than twenty (20) years of Port Authority service who leave the Port Authority prior to retirement are eligible to participate in the Board of Commissioners (Board) approved Vested Employee Coverage Program as follows:

A. Health, Dental, Vision Care, Prescription and Life Insurance Coverage

1. Eligible Operations Supervisors may elect to continue participation in the same specific group health (including hospitalization), dental, vision care, prescription and life insurance plans in which they were enrolled at the time of their separation.

2. The coverage under the health, dental, vision and prescription plans will be that which was in effect pursuant to the terms of the Memorandum of Agreement, in effect on the date of the Operations Supervisor's separation.

3. Eligible Operations Supervisors may elect the aforesaid coverages for themselves and any eligible dependents who were also covered at the time of their separation, provided such dependents continue to meet the age and relationship requirements in the Port Authority's insurance contracts. If the Operations Supervisor chooses to delete an eligible dependent, they may not enroll them at a later date absent a valid life status change event. The Operations Supervisor is also eligible to continue participation in the Group Life Insurance Plan in which he is eligible for upon retirement at the time of his separation. The amount of life insurance coverage will be pursuant to the terms of this Memorandum of Agreement, which was in effect on the date of the Operation Supervisor's separation.

B. Health, Dental, Vision Care, Prescription and Life Insurance Claims

Once an Operations Supervisor has made an election of benefits and while that individual pays contributions for coverage, the Operations Supervisor and eligible dependent(s) may continue to file claims as in the past.

C. Costs and/or Premium Costs

1. If an eligible employee elects to participate in the Board Approved Vested Employee Coverage Program, the Operations Supervisor is required to pay the full costs and/or full premium costs of the benefits that were elected, at the then current rates applicable to the Port Authority. If in the future the rate or rates change, the cost of the elected benefits will be adjusted. In order to maintain any and all elected coverages under this Plan, the Port Authority will send a quarterly billing statement to the Operations Supervisor at the mailing address they provide. The Operations Supervisor must remit payment in full within thirty (30) days by mailing a check to the Port Authority Comptrollers Department. Failure to make payments within the prescribed timeframe will result in termination of coverage.

2. When an Operations Supervisor becomes eligible to receive a retirement allowance from the Retirement System, his contribution for the costs for continuation of these benefits, if any, will be pursuant to the Memorandum of Agreement in effect on the date of his separation.

XIII. SICK LEAVE

A. The Port Authority provides sick leave for Operations Supervisors who may be unable to report for duty because of health or medical reasons to protect the employee from loss of salary in these situations. Operations Supervisors are eligible to be paid while on sick leave in accordance with the schedule of allowances identified below:

1. Schedule of Allowances

The following schedule of allowances applies to each separate period of sickness or disability and is based on 8-hour workdays*:

Length of Credited Service	Weeks @ Full Pay	Weeks @ Half Pay
Less than 3 months	None	None
3 months but less than 1 year	1 (5 days)	2 (10 days)
1 year but less than 2 years	2 (10 days)	4 (20 days)
2 years but less than 5 years	4 (20 days)	8 (40 days)
5 years but less than 10 years	8 (40 days)	18 (90 days)
10 years and over	13 (65 days)	39 (195 days)

*i.e., 5 sick days = 40 sick hours

2. Determination of Length of Service

Length of service is determined as follows in computing sick leave allowances:

a) Authorized absence with pay is included.
b) Military leave and sick leave is included.
c) Time on leave of absence in excess of one (1) month is not included.
d) If an Operations Supervisor is separated because of reduction in force and is re-employed within one (1) year of the date of separation, service prior to separation is included.
e) If an Operations Supervisor is re-employed after separation of more than one (1) year due to reduction in force, or after dismissal or resignation, service prior to such separation, dismissal or resignation is not included.
f) Service as a full-time Port Authority temporary employee is included provided there is no interruption in employment exceeding five (5) calendar days at the time his status is changed to full-time permanent.

B. Compression of Half Pay Weeks of Sick Leave

1. An Operations Supervisor whose full pay sick leave allowance has been exhausted may request through his supervisor, compression of half pay weeks of sick leave into full pay weeks. A Department Director considering such a request takes into account the Operations Supervisor's length of service (should be ten (10) or more years), performance record and absence record.

2. Where a compression of half pay weeks of sick leave into full pay weeks of sick leave is approved, the Operations Supervisor is required to forfeit some vacation leave. The following formula is to be used for compression of half pay weeks to full pay weeks:

$$\frac{\text{Total number of weeks absent}}{52 \text{ weeks}} \times \text{Vacation Allowance} = \text{Number of days to be forfeited in connection with compression of half pay sick days to full pay sick days, rounded to the nearest integer.}$$

C. Administrative Vacation Forfeiture

A department may require an Operations Supervisor who is absent thirty (30) or more workdays, excluding IOD, either consecutively or cumulatively in a twelve (12) month period to forfeit all or part of his vacation allowance. The Facility Manager uses his discretion in determining whether to administer vacation forfeiture, taking into consideration the Supervisor's prior absence record and performance. Vacation may be forfeited from the employee's carryover, if any exists, or from the current year's allowance or a combination thereof. Where a decision is made by the Facility Manager to initiate vacation forfeiture, the following formula is used:

Total Sick Days / Total Productive Days*	x	Annual Vacation Allowance	=	Number of vacation days to be forfeited

*Total Productive Days as provided by the Financial Services Department.

XIV. INJURY ON DUTY (IOD)

A. Policy

It is Port Authority policy to provide Operations Supervisors who suffer an Injury on Duty (IOD) and who are expected to return to duty with a supplemental payment beyond that provided by Worker's Compensation laws for as long as one (1) year up to the amount of their full salary (base and longevity). The one-year period is cumulative for the same injury. Also, this policy provides full pay in cases of short-term absences due to injury on duty of insufficient duration to qualify for Worker's Compensation payments.

B. Definition of a Port Authority IOD

The definition of a Port Authority IOD stated in this Section is narrower than that used in Worker's Compensation Laws.

An injury is classified as an IOD only if it:

1. Is not attributable to a pre-existing medical condition;
2. Did not occur because of an Operations Supervisor's negligence and/or misconduct;

3. Occurred while the Operations Supervisor was actually on duty, performing his job; and,
4. Is reported prior to the end of the shift in which it occurred or within 24 hours.

A non-physical condition, e.g., stress, is treated as a sick absence.

C. Procedures for Reporting an IOD

1. The Operations Supervisor reports the accident to his Supervisor immediately and completes and submits Form PA 360, Employee's Occupational Disease or Injury Report, and contacts the Port Authority Office of Medical Services (OMS) before the end of the shift but no later than 24 hours following the accident. If the severity of the injury renders the Operations Supervisor unable to complete Form PA 360, it should be completed by his supervisor, who contacts OMS before the end of the shift but no later than 24 hours following the accident.

2. If the injury is serious, the Operations Supervisor should be taken to the nearest medical facility, to a Port Authority medical facility, or may seek treatment from any physician authorized to treat compensation cases. In the latter case, the name and address of the physician should be included on the Form PA 360. If the Operations Supervisor is treated by an outside physician, OMS reviews the diagnosis and progress reports and will conduct its own examination at a Port Authority medical facility.

3. If the injury is not serious, the Operations Supervisor should report to a Port Authority medical facility the day of the injury or as soon as possible. The Port Authority physician determines if and for how long the employee will be unable to work.

D. IOD/Sick Determination

If the injury will result in lost time, the Facility/Division Manager determines whether to consider it an IOD based on the above standards as set forth in paragraph B. of this Section, and advises the Operations Supervisor whether the absence will be classified as sick or IOD.

E. Impact on the Operations Supervisor's Attendance Record

1. The first occasion of a documented IOD does not count against the Operations Supervisor's sick absence record for purposes of vacation

forfeiture or discipline. Any subsequent time lost due to the IOD is treated as sick absence, unless the return to work was conditionally approved by OMS in which case it is still counted as the first occasion of the IOD absence.

2. An Operations Supervisor may be granted up to half of a tour/day, due to the need for medical treatment related to a documented Port Authority IOD, if: (a) the treatment is directly related to the IOD, and (b) the Operations Supervisor submits a doctor's note which verifies that the medical treatment is related to a documented Port Authority IOD and the doctor is not available on the Operations Supervisor's regular day off or before or after the Operations Supervisor's regular tour of duty. This excused absence of up to half of a tour/day will not be included in the compilation of occasions of absence.

3. An Operations Supervisor who is absent from duty for more than half a tour/day, due to medical treatment related to a documented Port Authority IOD, will have this absence included in the compilation of occasions.

F. Return to Work Procedures

1. An Operations Supervisor who has suffered an IOD, which resulted in lost time from work, may return to work only after examination and approval by OMS. If the Operations Supervisor is determined to be medically fit for duty by OMS, the IOD status is ended. If the Operations Supervisor is determined by OMS to be capable of returning to work with medical restrictions on the Operations Supervisor's work activities, those medical restrictions are noted on the Appointment - Referral and Disposition Report.

2. If OMS imposes a medical restriction, the Operations Supervisor's Facility Manager determines whether, despite the restriction, the unit can make use of the Operations Supervisor's services in whole or in part, in his job classification. If the unit cannot utilize the Operations Supervisor, he is continued on IOD status.

3. If the medical condition is permanent and makes the Operations Supervisor unable to perform the essential duties described in his job classification, the Operations Supervisor or the Operations Supervisor's department must request that the Human Resources Department (HRD) investigate alternative placement to a job for which he is qualified within the limits of the Operations Supervisor's medical restriction.

4. If alternate placement is not feasible, Removal of an Employee for Mental or Physical Disability will be instituted in accordance with AP 20-1.09 as set forth in Appendix E.

G. Return to Duty Disagreements

1. In situations in which there is a disagreement between OMS and an Operations Supervisor's treating physician concerning whether a) the Operations Supervisor is medically fit to return to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return to either full duty or duty under a medical restriction, then OMS shall provide to the Operations Supervisor a list of at least three (3) physicians from among whom the Operations Supervisor shall promptly make an appointment for the purpose of obtaining a medical opinion on this issue.

2. If the Operations Supervisor requests an additional list of at least three (3) physicians, then OMS shall provide an additional list to the Operations Supervisor, provided that he makes such request in writing to OMS within three (3) working days of the Operations Supervisor's receipt of the first list. The opinion of that physician as to whether a) the Operations Supervisor is medically fit to return to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return either to full duty or duty under a medical restriction shall be final and binding on the Port Authority, the Operations Supervisor and PAFSA, and shall not be subject to the Grievance Arbitration Procedure as set forth in XXVII of this Memorandum of Agreement.

XV. LONG-TERM DISABILITY PROGRAM

A. Operations Supervisors who have a minimum of one (1) year continuous service as a Port Authority employee will be covered by the Port Authority's Long-Term Disability Program created April 24, 1974 for managerial and professional employees, under which an Operations Supervisor who is permanently disabled due to a non-job related illness or injury is eligible to receive up to 60% of his annual base pay to age 65 from a combination of sources, including any New York State Employees' Retirement System Ordinary Disability and Social Security Act benefits (and any other relevant payments), with the difference up to the 60% maximum (but no more than 50% of the employee's base salary) to be provided by the Port Authority.

B. As used in this Section, the term "permanently disabled" shall mean physically or mentally incapacitated for the performance of his duties as an Operations Supervisor.

C. The Long-Term Disability Program is set forth in Appendix F.

XVI. VACATIONS

A. Vacation Allowance

Annual vacation allowances for Operations Supervisors shall be as set forth in paragraphs D.8, D.9 and D.10 below. All vacation days referred to in this Section are based on eight (8) hour workdays.

B. Vacation Exchange

Operations Supervisors meeting the Vacation Exchange Program's eligibility criteria have the option to receive payment for a portion of their annual vacation allowance payable in equal amounts in each pay period (Exchange Program). Operations Supervisors shall be permitted to participate in the Port Authority's Exchange Program upon the following terms and conditions:

1. Operations Supervisors who have no absences due to injury on duty (IOD) or sick leave during the period December 1st through November 30th of the year prior to election may exchange all but ten (10) days of the following year's vacation allowance for bi-weekly cash payments.

2. Operations Supervisors who have three (3) or less days of IOD or sick leave absences may exchange up to five (5) days for bi-weekly cash payments.

3. Operations Supervisors who utilize the Exchange Program must use at least ten (10) vacation days in any year in which they participate in the Exchange Program.

4. Operations Supervisors who wish to exchange vacation days for bi-weekly payments must make an election before the end of the year.

C. Vacation Carryover

Operations Supervisors shall be permitted to carryover vacation upon the following terms and conditions:

1. Operations Supervisors shall be permitted to carryover a maximum of ten (10) days of their annual vacation allowance, provided they have taken at least ten (10) days of their vacation allowance for that year. The Operations Supervisor's Department/Office Director must approve carryover in excess of ten (10) days. There is no restriction on the total maximum carryover accumulation. Upon retirement in good standing, an Operations Supervisor shall be paid for such unused carryover vacation in addition to his unused annual vacation allowance for the year of retirement.

2. Except as provided for in Paragraph C.1 above, vacation must be taken in the calendar year in which it is earned, unless approval for carryover of vacation allowance from the year earned to the following calendar year is granted by the Department/Office Director. The Operations Supervisor must obtain approval prior to the end of the calendar year in which the vacation is earned.

3. For vacation that starts at the end of a year and extends into the succeeding year, time counted shall be from the year the vacation began.

4. Operations Supervisors with more than ten (10) days remaining of their present year's vacation allowance must use the excess days, obtain approval from their Department/Office Director to carry these days over or forfeit them.

D. Operating Rules and Procedures

1. Rules for charging vacation time

a) An Operations Supervisor must work at least one (1) day in the new calendar year to earn any of the new year's vacation allowance. Operations Supervisors may begin using their allowance in the first pay period of the new payroll year, which may start in December.

b) Vacation days taken in any calendar year shall be charged first against any accrued normal vacation carried over from the prior calendar year, and second against the current year's normal vacation allowance.

c) Paid Port Authority Holidays occurring during an Operations Supervisor's vacation period are not deducted as a day of vacation.

d) For Operations Supervisors on vacation when excused time is granted for reasons such as national days of mourning, unscheduled holidays, bad weather, power outages, etc., the time is charged as vacation.

2. Computing Length of Service in Connection with Vacation

a) Include:

i) All periods of authorized absence with pay, and military and sick leave with or without pay.

ii) Service as a full-time Port Authority Temporary or Project employee provided there is no interruption in employment exceeding fourteen (14) calendar days at the time the Operations Supervisor's status is changed to Permanent.

iii) Service while on an external mobility assignment.

iv) The Operations Supervisor's service prior to separation if he is separated because of reduction-in-force (RIF) and is re-employed within one (1) year of the date of separation.

b) Exclude:

i) Leave of Absence in excess of fourteen (14) calendar days, or any unauthorized absence without pay.

ii) An Operations Supervisor's prior service if he is re-employed after dismissal or resignation or after a reduction-in-force (RIF) separation of more than one (1) year, unless specifically approved by the Director, Human Resources Department.

3. Vacation in Connection with Sick Leave

a) If an Operations Supervisor becomes ill or is injured after starting his scheduled vacation, the period of medical absence during this vacation cannot be charged as Sick Leave unless the Operations Supervisor is hospitalized for one (1) day or more while on vacation. Only those days of hospitalization are charged as Sick Leave. A period of medical absence following that scheduled vacation is charged as sick leave.

b) A period of Sick Leave which began before a scheduled vacation should be charged as Sick Leave provided the Operations Supervisor returns to work before starting his vacation.

4. Extra Vacation Allowance in Connection with Awards

Holders of Employee Awards shown below will receive the extra vacation allowances indicated each year, beginning in the year in which the medal is awarded. Upon termination, medal holders will receive full value for these vacation days for the calendar year in which the separation occurs unless they are discharged for cause or resign under charges.

Employee Award	Extra Vacation Allowance
The Medal of Honor	3
The Howard S. Cullman Distinguished Service Medal	3
The Robert F. Wagner Distinguished Public Service Medal	2
The Commendation Medal	1

5. Vacation Allowance at Separation

a) An Operations Supervisor who is separating in good standing from Port Authority employment with more than nine (9) months of credited service is entitled to the vacation allowance as set forth in paragraph 9. below, plus any unused vacation carried over from the previous calendar year.

Vacation allowance at separation or start of a Leave of Absence (Ordinary, Maternity, Long-Term, Military) will be reduced by any vacation days already taken in the calendar year in which the separation or leave occurs.

If an Operations Supervisor has taken vacation days in excess of his allowance, their value is subtracted from the Operations Supervisor's last paycheck before the separation or leave. However, if at the time of the separation or leave, vacation has been taken in excess of vacation due in accordance with a published facility or unit vacation schedule, no adjustments in the final paycheck will be made, provided that the Operations Supervisor did not initiate a change in his assigned vacation via a mutual swap or special request.

An Operations Supervisor beginning a Leave of Absence, excluding Family and Medical Leave, may be required to take the unused portion of his current vacation allowance before the leave begins. An Operations Supervisor beginning Family and Medical Leave must deplete all vacation carryover from prior years before converting to an unpaid status. The policies contained in this Memorandum of Agreement pertaining to such leaves shall govern.

An Operations Supervisor returning from a Leave of Absence in a calendar year, other than that in which the leave began, will be entitled to a vacation allowance for that calendar year only, as set forth in paragraph 10. below.

b) Regardless of the termination date, an Operations Supervisor in good standing who has at least nine (9) months' service and who is separated for such reasons as reduction-in-force (RIF), retirement, or death will be granted his full vacation allowance for the calendar year in which the Operations Supervisor's services terminate. Operations Supervisors must have been present at work for at least one (1) day during the calendar year for this provision to apply.

c) An Operations Supervisor in good standing who is separated for any reason before the completion of nine (9) months' service, and all employees who are discharged for cause are not eligible for any vacation allowance, including vacation carryover, during the year of separation. Adjustments in the final paycheck will be made in such cases for any vacation already taken in the calendar year.

6. Vacation Scheduling

a) Provisions should be made for scheduling vacations throughout the calendar year. Operations Supervisor's picking vacations will do so in maximum periods of two (2) consecutive work weeks in accordance with the employee's work schedule in order of their Port Authority seniority within a class title or work group.

b) Pending the supervisor's approval Operations Supervisors entitled to fifteen (15) or more days of vacation wishing to take it all in a single period will do so in Port Authority seniority order within each classification in a work group.

c) In the calendar year 2000, twenty-four (24) hours of personal leave time were converted to vacation time and added to the annual vacation allowance for Operations Supervisors. Requests for use of the "converted" vacation time do not require an accompanying reason. When requested they should not be unreasonably denied and should be treated as personal leave time as it relates to scheduling. This "converted" vacation time should be requested in advance.

d) When approved by their supervisors, Operations Supervisors are permitted to take single vacation days.

7. Administrative Vacation Forfeiture

A department may require an Operations Supervisor who is absent thirty (30) or more workdays, excluding IOD, either consecutively or cumulatively in a twelve (12) month period to forfeit all or part of his vacation allowance. The Facility Manager uses his discretion in determining whether to administer vacation forfeiture, taking into consideration the Operations Supervisor's prior absence record and performance. Vacation may be forfeited from the Operations Supervisor's carryover, if any exists, or from the current year allowance or a combination thereof. Where a decision is made by the Facility Manager to initiate vacation forfeiture, the following formula is used:

$$\frac{\text{Total Sick Days}}{\text{Total Productive Days*}} \times \text{Annual Vacation Allowance} = \text{Number of vacation days to be forfeited}$$

*Total Productive Days as provided by the Financial Services Department.

8. <u>Standard Vacation Allowance for Operations Supervisors</u>

The chart below represents the standard vacation allowance, based on 8-hour workdays*, for Operations Supervisors.

YEARS OF 1ST TO 4TH ANNIVERSARY	YEAR OF 5TH ANNIVERSARY				YEARS OF 6TH TO 9TH ANNIVERSARY	YEAR OF 10TH ANNIVERSARY				YEARS OF 11TH TO 24TH ANNIVERSARY	YEAR of 25th ANNIVERSARY				YEAR OF 26th and LATER ANNIVERSARY
	Appointment Date					Appointment Date					Appointment Date				
	Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec	
15	19	18	17	16	19	27	25	23	21	27	32	31	30	29	32

*i.e., 15 vacation days = 120 vacation hours

9. Vacation Allowance Upon Separation or Start of Leave of Absence

The chart below represents the vacation allowance, based on 8-hour workdays*, upon separation or start of leave of absence for Operations Supervisors.

Month of Separation	Years of 1st To 4th Anniversary	Year of 5th Anniversary				Years of 6th To 9th Anniversary	Year of 10th Anniversary				Years of 11th to 24th Anniversary	Year of 25th Anniversary				Years of 26th Anniversary and Later
		Appointment Date					Appointment Date					Appointment Date				
		Jan to Mar	Apr to Jun	Jul to Sept	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec	
Jan to Mar	4	5	5	4	4	5	7	6	6	5	7	8	8	8	7	8
Apr to Jun	8	10	9	9	8	10	14	13	12	11	14	16	16	15	15	16
Jul to Sept	11	14	14	13	12	14	20	19	17	16	20	24	23	23	22	24
Oct to Dec	15	19	18	17	16	19	27	25	23	21	27	32	31	30	29	32

i.e., 15 vacation days = 120 vacation hours

10. Vacation Allowance Upon Return from Leave of Absence

The chart below represents the vacation allowance, based on 8-hour workdays*, upon return from leave of absence for Operations Supervisors.

Month of Return	Years of 1st To 4th Anniversary	Year of 5th Anniversary				Years of 6th To 9th Anniversary	Year of 10th Anniversary				Years of 11th to 24th Anniversary	Year of 25th Anniversary				Years of 26th Anniversary and Later
		Appointment Date					Appointment Date					Appointment Date				
		Jan to Mar	Apr to Jun	Jul to Sept	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec		Jan to Mar	Apr to Jun	Jul to Sep	Oct to Dec	
Jan to Mar	15	19	18	17	16	19	27	25	23	21	27	32	31	30	29	32
Apr to Jun	11	14	14	13	12	14	20	19	17	16	20	24	23	23	22	24
Jul to Sept	8	10	9	9	8	10	14	13	12	11	14	16	16	15	15	16
Oct to Dec	4	5	5	4	4	5	7	6	6	5	7	8	8	8	7	8

*i.e., 15 vacation days = 120 vacation hours

XVII. PERSONAL LEAVE

A. Operations Supervisors may earn up to sixteen (16) hours of Personal Leave time each calendar year. Personal Leave time should be scheduled with the approval of the employee's supervisor, should be requested as far in advance as possible and should not be unreasonably denied. Personal Leave requests do not require an accompanying reason when requested, may be taken in minimum increments of four (4) hours and be taken in conjunction with vacation. Personal Leave time may not be taken during or immediately at the end of a leave of absence, and cannot be carried forward to the succeeding year.

B. In the calendar year 2000, twenty-four (24) hours of Personal Leave time were converted to Vacation time and added to the annual vacation allowance for Operations Supervisors. Requests for use of the "converted" vacation time does not require an accompanying reason. When requested they should not be unreasonably denied and should be treated as personal time as it relates to scheduling. This "converted" vacation time should be requested in advance.

C. Upon separation in good standing (including retirement) or start of a Leave of Absence, including the infant care portion of a Maternity Leave of Absence:

1. Operations Supervisors will be paid for all earned and unused Personal Leave time.

2. Personal Leave allowance will be reduced by any Personal Leave time already taken in the calendar year in which the separation or leave occurs. If the Operations Supervisor has already taken Personal Leave time in excess of his allowance, their value is subtracted from the employee's last paycheck before the separation or leave.

D. The following table should be used to determine the Personal Leave allowances for newly appointed or separating employees in good standing, with the exception of deceased employees and retirees who earn the full allotment of their Personal Leave allowance in their last year regardless of when their employment terminates.

	Date of Appointment or Return	
Allowance in year of appointment or return from Leave of Absence	1/1 - 6/30 16 hours	7/1 - 12/31 8 hours
	Date of Separation or Start of Leave	
Allowance in year of separation or start of Leave of Absence	1/1 - 6/30 8 hours	7/1 - 12/31 16 hours

E. Operations Supervisors who have perfect attendance (no sick absences, IOD's or unexcused absences) for the twelve (12) month period from December 1st to November 30th, shall be permitted to convert sixteen (16) hours of compensatory time to sixteen (16) hours of personal leave time in the next calendar year following the close of the twelve (12) month review period (December 1st to November 30th). Operations Supervisors who have utilized five (5) or less sick days (forty (40) or less hours of sick time) for the twelve (12) month period from December 1st to November 30th, shall be able to convert eight (8) hours of compensatory time to eight (8) hours of personal leave time in the next calendar year following the close of the twelve (12) month review period (December 1st to November 30th).

XVIII. HOLIDAYS

A. Operations Supervisors shall receive the following eleven (11) designated official holidays as days off with pay, in accordance with the official Holiday Schedule Memorandum published annually by the Human Resources Department.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Day

B. Operations Supervisors who work on one of the dates as set forth in the official holiday schedule as published by the Human Resources Department, shall have the option of either receiving overtime compensation at the rate of time and one-half (1 ½) of their regular rate of pay, in addition to the eight (8) hours of holiday pay at straight time rates, or overtime compensation at the rate of time and one-half (1 ½) of their regular rate of pay, plus a substitute day off.

XIX. EXCUSED ABSENCE

A. The Port Authority grants time off from scheduled hours of work (Excused Absence) with no deduction from compensation in the circumstances defined below.

B. Definitions of Excused Absence

1. Time necessary for attendance as a witness or as a juror in a court action or other governmental proceeding.

2. Time necessary for voting. Any eligible Operations Supervisor who desires to vote in a general election, primary election, special election, or local election in the community where he resides, who is required to work on the day of such election, and who does not have four (4) consecutive hours before or after working hours during which polls are open may be granted up to two (2) hours of excused time to vote by his supervisor. Such time off shall be allowed only at the beginning or end of the Operations Supervisor's shift (tour of duty) as designated by their supervisor. Any Operations Supervisor who has four (4) or more consecutive hours before or after working hours during which polls are open will be considered to have sufficient time to vote outside of working hours and will not be granted excused time.

3. Time necessary because of a death in the Operations Supervisor's immediate family (spouse, child, parent, brother, sister, spouse's parent, domestic partner or other person permanently residing in the Operations Supervisor's home at the time of death). When more than three (3) scheduled work days are needed, the additional time must be approved by the Operations Supervisor's Department/Office Director. Absences in excess of five (5) days for any one instance require written approval by the Director, Human Resources Department.

4. In the event the Port Authority modifies its policy to include bereavement leave for the death of a grandparent, paragraph 3 above shall be modified to add grandparent to those family members for whom excused absence is authorized.

5. When overtime in excess of five and one-half (5 ½) hours is worked by an Operations Supervisor who is called in from off-duty status, sufficient time is granted in order to provide a period of four (4) consecutive hours off before the employee starts his next normal shift (tour of duty).

6. Time necessary when extreme weather, or other conditions found to be beyond the control of the employee, affect transportation to the work locations and cause lateness or absence from work. This must be approved by the employee's Department/Office Director or Deputy Director. This authority may not be delegated further.

7. When Port Authority offices are closed due to emergency conditions (e.g., weather, power outages, etc.).

8. When early termination of a workday for non-field employees is announced by the Director, Human Resources Department.

9. When early termination of a normal shift (tour of duty) is required in order to comply with a posted snow schedule assignment or to provide eight (8) hours between termination of work and start of new work resulting from a change in schedule, excused time up to four (4) hours is granted when authorized by the Department/Office Director, Division or Facility Managers, Division or Unit Head.

10. Division or Facility Managers may grant excused time in special individual circumstances not covered by paragraphs 1 through 8 above, except in the following circumstances: marriage, birth of a child, moving, illness in family, religious or ethnic observance and work hours following blood donations. Actual hours used for blood donation, including necessary travel time, are considered normal work hours.

XX. MILITARY LEAVE

Military Leave shall be administered subject to applicable law and, when not inconsistent with applicable law, shall be administered pursuant to PAI 20-3.10, Military Leave, as set forth in Appendix H, except as modified as follows: (a) Operations Supervisors shall be provided military leave and shall not be required to use other leave, including but not limited to vacation time, personal leave days or compensatory time in lieu of military leave; (b) each Operations Supervisor ordered to short-term active duty for training shall be paid in connection with such duty the difference between his federally taxable Port Authority pay and one-third of that portion of his federally taxable military pay attributable to days which are that Operations Supervisor's regularly scheduled Port Authority work days; (c) each Operations Supervisor ordered to short- term inactive duty for training shall be paid in connection with such duty the difference between his federally taxable Port Authority pay and that portion of his federally taxable military pay attributable to days which are that Operations Supervisor's regularly scheduled Port Authority work days; and (d) Operations Supervisors involuntarily called up to temporary and extended active duty shall receive, for

the duration of the leave, salary differential, continuation of health and dental benefits coverage for the Operations Supervisor and his dependents, and continuation of life insurance coverage for the Operations Supervisor at his current level as set forth in Attachments 1 and 2 to Appendix H (Memorandum of MaryLee Hannell to Joseph J. Seymour dated April 29, 2003 and Memorandum Michael G. Massiah to Kenneth J. Ringler Jr., dated December 8, 2005).

XXI. FAMILY AND MEDICAL LEAVE

A. Operations Supervisors are eligible for Family and Medical Leave as provided in the Family and Medical Leave Act of 1993 (29 U.S.C. 2611) (FMLA) as may be modified from time to time. Any and all modifications to the FMLA are applicable to Operations Supervisors. Currently, FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one (1) year, and for 1,250 hours over the previous twelve (12) months, and if there are at least fifty (50) employees within a seventy-five (75) mile radius.

1. Unpaid leave must be granted for any of the following reasons:

    a) to care for the employee's child after birth, or placement for adoption or foster care;

    b) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or

    c) for a serious health condition that makes the employee unable to perform the employee's job.

2. At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

3. The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

    a) The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable."

    b) An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

4. Job Benefits And Protection

    a) For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

b) Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

c) The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

5. Unlawful Acts By Employers

FMLA makes it unlawful for any employer to:

a) Interfere with, restrain, or deny the exercise of any right provided under FMLA;

b) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

6. Intermittent Leave

Under certain circumstances, leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

B. In addition to the rights provided under FMLA, Operations Supervisors are also entitled to the following elections or enhancements, which currently exceed what the FMLA provides:

1. Eligibility

Employees must have worked for at least twelve (12) months and 1250 hours since the commencement of employment.

2. Family members also include: grandparents, grandchild, brother, sister, parent-in-law, domestic partner, child of a domestic partner (a domestic partner is defined in terms of a quasi-spousal relationship; and involves the sharing of financial responsibilities and permanent residence together for a period of at least one (1) year. An Affidavit of Domestic Partnership must be completed by the employee (a sample of this form is set forth in paragraph H of this section). A casual relationship or an arrangement designed to save money by living together such as a roommate, live-in boarder or relative does not qualify as a domestic partner). Leave for "family" members as defined in this paragraph may not be taken in increments of less than one (1) day.

3. Benefits

Health and dental insurance coverage continues for employees and their eligible dependents in accordance with FMLA while the employee is on Family and Medical Leave to care for the categories of "family members" as defined herein.

The employee's life insurance and long-term disability coverages are maintained. However, the employee must continue, if applicable, payroll contributions for life insurance in excess of one (1) times the base annual salary during the period of the leave. If the employee does not return to work upon the expiration of the leave and work for a period of at least thirty (30) calendar days, the Port Authority may recover premiums for the continuation of such coverages for any unpaid time spent on Family and Medical Leave.

4. Use of Paid Leave in Conjunction with FMLA

   Employees must deplete all vacation carryover from prior years before converting to an unpaid status. The vacation carryover time will count toward the twelve (12) week entitlement.

   Employees taking Family and Medical Leave for their own illness or injury must exhaust their Port Authority sick leave prior to commencement of Family and Medical Leave.

5. FMLA in Conjunction with Maternity Leave

   Female employees who require leave for purposes of childbirth may take Maternity Leave, as set forth in Section XXII and/or Family and Medical Leave. If an employee elects to take Maternity Leave (both the sick leave and/or childcare portions) her right to request Family and Medical Leave to care for the child within the first twelve (12) months of the child's birth or placement is not diminished if the employee has not otherwise exhausted her twelve (12) week FMLA entitlement.

6. Vacation and Personal Leave Accrual

   Upon return from Family and Medical Leave an employee's vacation and personal leave allowance may be adjusted to account for the period of time the employee was on leave in accordance with the vacation and personal leave schedules.

C. Procedures

1. How to Apply for Leave

   An employee requesting Family and Medical Leave should complete form PA 3756, Family and Medical Leave Certification of Physician or Practitioner, and the appropriate memorandum requesting Family and Medical Leave as set forth in this Section.

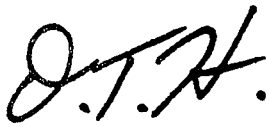
2. Returning to Work from Family and Medical Leave

   An employee must confirm in writing to his Department/Office Director at least ten (10) days prior to the expiration of the Family and Medical Leave, his intentions to return to work. If an employee decides not to return to work, he should immediately notify his Department/Office Director, Manager, or Unit

Supervisor in writing by certified mail. Operations Supervisors returning to work prior to, or upon the expiration date of Family and Medical Leave will be returned to their former position or an equivalent position.

Operations Supervisors who do not return to work at the conclusion of Family and Medical Leave are considered to have voluntarily resigned unless they have requested and been granted an Ordinary Leave of Absence.

D. The Maternity Leave Policy is available to employees who do not qualify for FMLA Leave. Employees who qualify for FMLA Leave may take FMLA Leave in conjunction with Maternity Leave Is set forth in Section XXII.



E. FAMILY AND MEDICAL LEAVE REQUEST MEMORANDUM - SELF CARE

TO: Department/Office Director
FROM: Employee's Name and Employee Number
DATE: Date of Request
SUBJ: REQUEST FOR FAMILY AND MEDICAL LEAVE: SELF CARE
CC: Employee's Supervisor/Manager; Departmental Administrator; Confidential Central Department File; Supervisor, Payroll and Administrative Services, HRD

In accordance with the Memorandum of Agreement between PAFSA and the Port Authority, I hereby request a Family and Medical Leave for approximately (STATE NUMBER OF DAYS OR WEEKS. IF LEAVE IS TO BE TAKEN INTERMITTENTLY OR ON A REDUCED SCHEDULE, PROVIDE APPROPRIATE DETAILS) beginning on or about (DATE) and ending on or about (DATE). This leave is requested for purposes of Self Care.

I have attached a completed form PA 3756 to attest to my need for this leave.

I understand that upon return to work from a Family and Medical Leave, I may be returned to the same, or an equivalent position in the same department in which I was employed at the time of taking my leave. If I am being returned to an equivalent position, my Department/Office Director must notify me at least two (2) weeks in advance of my scheduled date of return from leave. I also understand that this Family Leave may be an unpaid leave, and that I may not receive any New York State Employees Retirement System or Railroad Retirement Board service credit for the unpaid time spent on such a leave. I also understand that my Port Authority, Seniority-in-title and Seniority-in-grade dates will not be adjusted upon my return from this leave. I understand that if I do not return to work upon expiration of the leave, and have not requested and been granted a Short-Term Ordinary Leave of Absence, I will be considered to have voluntarily resigned from the Port Authority. Finally, I understand that use of this leave for any reason other than those stated above may subject me to disciplinary action.

EMPLOYEE SIGNATURE
EMPLOYEE NUMBER
DEPARTMENT/FACILTY
PHONE NUMBER (WORK & HOME)

I have seen and concur on this request for Family and Medial Leave:

_____ ____/____/____

Supervisor/Manager Signature Date

I concur on this request for Family and Medical Leave:

_____ ____/____/____

Chief Medical Officer Signature Date

This request for Family and Medical Leave is approved:

_____ ____/____/____

Department/Office Director Date

F. FAMILY AND MEDICAL LEAVE REQUEST - SAMPLE MEMORANDUM (FOR OTHER THAN SELF CARE)

TO:	Department/Office Director
FROM:	Employee's Name and Employee Number
DATE:	Date of Request
SUBJECT:	REQUEST FOR FAMILY AND MEDICAL LEAVE
CC:	Employee's Supervisor/Manager; Departmental Administrator; Confidential Central Department File; Supervisor, Payroll, HRD Business Partner

In accordance with the Memorandum of Agreement between PAFSA and the Port Authority, I hereby request a Family and Medical Leave for approximately (STATE NUMBER OF DAYS OR WEEKS. IF LEAVE IS TO BE TAKEN INTERMITTENTLY OR ON A REDUCED SCHEDULE, PROVIDE APPROPRIATE DETAILS) beginning on or about (DATE) and ending on or about (DATE). This leave is requested for the following reason:

____ Care of a newborn or newly adopted/foster child (attach appropriate birth or placement certificate).

____ Care of a seriously ill family member (Relationship to employee: _____)

I have attached a completed form PA 3756 to attest to the need for this leave.

I understand that upon return to work from a Family and Medical Leave, I may be returned to the same, or an equivalent position in the same department in which I was employed at the time of taking my leave. If I am returned to an equivalent position, my department/office director must notify me at least two (2) weeks in advance of my scheduled date of return from leave. I also understand that this Family Leave may be an unpaid leave, and that I may not receive any New York State Employees Retirement System or Railroad Retirement Board service credit for the unpaid time spent on such a leave. I also understand that my Port Authority, Seniority-in-title and Seniority-in-grade dates will not be adjusted upon my return from this leave. I understand that if I do not return to work upon expiration of the leave, and have not requested and been granted a Short-Term

Ordinary Leave of Absence, I will be considered to have voluntarily resigned from the Port Authority. Finally, I understand that use of this leave for any reason other than those stated above may subject me to disciplinary action.

Employee Signature
Employee Number
Department/Facility
Phone Number (Work and Home)

I have seen and concur on this request for Family and Medical Leave:

_____ ____/_____/____
Supervisor's/Manager Signature Date

This request for Family and Medical Leave is approved:

_____ ____/____/____
Department/Office Directors Signature Date

This request for Long-Term Leave is approved:

_____ ____/____/____
Director, Human Resources Department Date

G. REQUEST FOR REINSTATEMENT FROM A FAMILY AND MEDICAL LEAVE

TO:	Department/Office Director
FROM:	Employee's Name and Employee Number
DATE:	Date of Request
SUBJ:	REQUEST FOR REINSTATEMENT: FAMILY AND MEDICAL LEAVE
CC:	Employee's Supervisor/Manager; Departmental Administrator; Confidential Central Department File; Supervisor, Payroll and Administrative Services, HRD

My Family and Medical Leave will expire on (EXPIRATION DATE), and I am hereby requesting reinstatement effective (EFFECTIVE DATE OF RETURN TO WORK). If this leave was requested for purposes of Self Care, I understand that I may require clearance by the Chief Medical Officer in order to return to full active duty.

EMPLOYEE SIGNATURE
EMPLOYEE NUMBER
DEPARTMENT/FACILTY
PHONE NUMBER (WORK & HOME)

EMPLOYEE: Mail this memorandum by certified mail no less than ten (10) days prior to intended date of reinstatement to your Department/Office Director, Manager, or Supervisor.

H. THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
AFFIDAVIT OF DOMESTIC PARTNERSHIP

_____, being duly sworn, deposes and says:
Employee Name and Employee's Number

1. I designate _____as my domestic partner.

2. My domestic partner and I are both over 18 years of age and our marital status is "unmarried.

3. We are not related by blood in a manner that would bar marriage under the laws of the domicile state.

4. We are currently living together and have been living together for a period of one year or more on a continuous basis.

5. We have a close and committed personal relationship with shared responsibilities.

6. Neither I nor my domestic partner is currently a member of another registered domestic partnership, nor has either of us been a member of another domestic partnership within the last twelve months.

7. I agree to file an Affidavit of Termination of Domestic Partnership with the Port Authority of New York and New Jersey, Human Resources Department should this relationship, at any time fail to meet the definition of a domestic partnership as set forth in the Memoranda of Agreement between the Port Authority and PAFSA, or should any of the matters sworn to in Paragraphs 1 through 6, above no longer be true.

_____ ____/____/____
Employee Signature Date

_____ _____-_____-_____
Employee's Number Social Security Number

Sworn before me this _____ day of _____
Month & Year

_____
Notary Public

XXII. MATERNITY LEAVE OF ABSENCE

Permanent and probationary Operations Supervisors are eligible for Maternity Leave as described herein.

A. Maternity Leave is a requested and approved period of time away from work which begins when an Operations Supervisor is unable to continue work due to a medical disability related to pregnancy and childbirth, and ends three (3) months following the birth of the child. Maternity Leave consists of two (2) phases: the initial phase which is considered and administratively handled as sick leave, and a second phase which is a leave without pay for the purpose of infant care.

B. In all cases, Maternity Leave begins when the Operations Supervisor's physician substantiates in writing, to the satisfaction of the Port Authority Chief Medical Officer, that the employee is unable to continue working due to medical disability related to pregnancy and childbirth. The Chief Medical Officer then determines if it is reasonable that the Operations Supervisor discontinue working because of medical disability related to pregnancy and childbirth. Although in all cases Maternity Leave ends three (3) months following the birth of the child, the duration of each phase will vary based on individual circumstances.

C. During the initial phase of a Maternity Leave, the number of days the Operations Supervisor is unable to work because of medical disability related to pregnancy and/or childbirth is considered Sick Leave and her absence is treated in all respects like any other medical absence. For these days, she receives Sick Leave benefits in accordance with this Memorandum of Agreement.

D. The second (Infant Care) phase of Maternity Leave begins when the Chief Medical Officer considers the Operations Supervisor capable of resuming her normal work duties, but she chooses to remain on leave for the purpose of childcare. Regardless of when this second phase of Maternity Leave begins, the Operations Supervisor's leave ends three (3) months after the birth of her child. The employee is on no-pay status during the second phase of her leave, except to the extent that she elects to use earned vacation time.

E. An Operations Supervisor beginning a Maternity Leave is entitled to payment for vacation subject to the applicable Vacation policies and Schedule of Allowances. Vacation may be taken as a lump sum payment which the Operations Supervisor receives at the start of her Maternity Leave. The amount of earned vacation time is that which the Operations Supervisor was entitled to on the date the approved sick leave began. If any additional vacation time is earned during the initial (Sick Leave) phase of the leave, the Operations Supervisor may subsequently receive the applicable additional vacation allowance, subject to review by her Department/Office Director. An employee may elect to take her vacation time at the beginning of the

second (Infant Care) phase of her leave in which case she would continue to receive paychecks on a regular basis for the duration of her vacation time. The amount of earned vacation is that which the employee was entitled to on the date the second (Infant Care) phase began.

F. Any vacation taken to which the Operations Supervisor was not entitled per the vacation schedule applicable to her under this Memorandum of Agreement must be reimbursed to the Port Authority.

G. The Operations Supervisor's position is fully protected while on Maternity Leave.

H. Upon returning to work after a Maternity Leave, the Operations Supervisor is restored to the position she held at the time her leave began, provided she returns to duty at or prior to the expiration of the Maternity Leave. Employees must request reinstatement by writing directly to their Department/Officer Director prior to the expiration of the leave. An Operations Supervisor who does not request reinstatement to active duty prior to the expiration date of her Maternity Leave and has not been granted a Short-Term Ordinary Leave of Absence or Family and Medical Leave beyond her Maternity Leave is considered to have voluntarily resigned.

I. An Operations Supervisor receives Port Authority service credit during her Maternity Leave, including any period of time during which she is sick and on no-pay status. However, as with all periods of time off without pay, no Retirement System service credit is earned for any unpaid portions of Maternity Leave.

J. All group health, dental and life insurance benefits to which the employee may be entitled under this Memorandum of Agreement and the terms of the respective policies comprising the Port Authority's group benefits programs will continue to be provided at no additional cost to the Operations Supervisor for the full duration of her Maternity Leave. If an employee requests and is granted an Ordinary Leave of Absence or Family and Medical Leave after her Maternity Leave expires, benefits are handled in accordance with the provisions pertaining to those respective leaves as set forth in this Memorandum of Agreement.

K. Transitcheks to which an Operations Supervisor may be entitled will be pro-rated for the amount of time she is on leave.

L. An Operations Supervisor may be granted Family and Medical Leave in addition to Maternity Leave provided the employee is otherwise eligible for FMLA. If the employee is otherwise eligible for Family and Medical Leave she may elect to take FMLA immediately following Maternity Leave or in accordance with the provisions of the Family and Medical Leave Act.

M. Procedures

1. Leave Request

a) The pregnant Operations Supervisor prepares a Maternity Leave request memorandum addressed to her Department/Office Director when her physician has stated an approximate date at which her medical condition will preclude continuation of her normal work duties. This request should be submitted to her Unit Supervisor no later than one (1) month before the anticipated delivery date. It should include the anticipated delivery date and, if different, the date of the onset of the medical disability. A sample Memorandum submitted by the employee for the leave request as set forth in paragraph N. below.

The same process must be followed for any changes of the anticipated date of the onset of medical disability.

b) When the employee's supervisor has signed the memorandum, it should be returned to the Operations Supervisor, who attaches a note from her personal physician and forwards it to the Chief Medical Officer. The physician's note should state the anticipated delivery date and, if different, the date of the onset of disability and the medical reasons for it.

c) When the Chief Medical Officer determines that an estimated or actual date of the onset of medical disability is reasonable, he signs the memorandum.

d) When the Department/Office Director has approved the leave, copies are sent to the employee.

2. Notification Procedures During Maternity Leave

a) The Operations Supervisor is responsible for notifying the Department/Office Director as soon as possible (but within no more than ten (10) days), in writing, of the child's date of birth or other termination of the pregnancy.

b) The Chief Medical Officer evaluates the Operations Supervisor's health status and determines (in consultation with the employee's own physician) when she is capable of returning to work. When the Chief Medical Officer has made this determination, he so informs the employee.

3. Returning from Maternity Leave

   a) An Operations Supervisor on Maternity Leave must request reinstatement by writing to her Department/Office Director as soon as possible after giving birth. A sample of the Memorandum submitted by the Operations Supervisor requesting reinstatement is set forth in paragraph O. below.

   b) Before reporting to work from the Infant Care phase of Maternity Leave, the employee must see her employment consultant in the Human Resources Department. If she returns to work immediately following the Sick Leave phase, the Chief Medical Officer may be required to clear her for return to active duty.

4. Request for Extension of Maternity Leave

   a) An Operations Supervisor who wishes to extend her leave beyond the three (3) months following childbirth must apply in writing for a Family and Medical Leave as early as possible prior to the expiration of her Maternity Leave, specifying the reason for her request as set forth in Section XXI, paragraph F.

      Operations Supervisors may also request a Short-Term Ordinary Leave of Absence (not to exceed fourteen (14) calendar days) as set forth in Section XXI, paragraph P.

N. MATERNITY LEAVE SAMPLE MEMORANDUM - REQUEST FOR MATERNITY LEAVE

TO: (Department/Office Director)
FROM: (Employee Name)
DATE: (Date of Request)
SUBJECT: REQUEST FOR MATERNITY LEAVE
COPY TO: Employee's Supervisor; Supervisor, Payroll and Administrative Services (HRD)

In accordance with the Memorandum of Agreement, I request a Maternity Leave of Absence to begin (DATE). My supervisor has signed below to indicate that he/she is aware of the request.

I have given the Chief Medical Officer my physician's note estimating the date of the onset of my medical disability.
Leave Category (check one)

_____1. I understand that as a permanent employee on Maternity Leave, I am entitled to return to the same position I held prior to the leave upon approval by the Chief Medical Officer and/or my Department/Office Director.

_____2. I have been informed that as a probationary employee at the time my Maternity Leave began I will be reinstated following the birth of my child, although not necessarily to the same position from which I took leave, upon approval by the Chief Medical Officer and/or my Department/Office Director. My department, however, will make every effort to accommodate me in the same way that a permanent employee is accommodated.

Employee Name and Employee Number
Department/Facility
Phone Number (work and home)

I have seen this request for Maternity Leave:

_____ _____/_____/_____
Supervisor's signature Date
I find the estimated/actual date of the onset of medical disability reasonable:

_____ _____/_____/_____
Chief Medical Officer's Signature Date
This request for Maternity Leave of Absence is approved:

_____ _____/_____/_____
Department/Office Director Date

O. MATERNITY LEAVE SAMPLE MEMORANDUM - REQUEST FOR REINSTATEMENT FROM MATERNITY LEAVE

TO: (Department/Office Director)
FROM: (Employee Name)
DATE: (Date of Request)
SUBJECT: **REQUEST FOR REINSTATEMENT: RETURN FROM MATERNITY LEAVE**
COPY TO: Employee's Supervisor

In accordance with the Memorandum of Agreement, I hereby request reinstatement upon completion of my Maternity Leave. I will resume active duty on (FIRST DATE OF RETURN TO EMPLOYMENT).

Employee Name and Employee Number
Department/Facility
Phone Number (work and home)

I have seen this request for reinstatement:

_____ _____/_____/_____
Supervisor's signature Date

This request for reinstatement is approved:

_____ _____/_____/_____
Department/Office Director Date

P. SHORT-TERM LEAVE OF ABSENCE REQUEST - SAMPLE MEMORANDUM

To: Department Director
From: (employee requesting leave)
Date: (date of request)
Subject: **REQUEST FOR SHORT-TERM LEAVE OF ABSENCE**

Copy To: Manager, Business Partners and Associates Division, Human Resources Department

I request a Short-Term Leave of Absence lasting approximately (number of days), beginning (date) and ending (date). This request for an extension of my leave is due to (reason).

(Signed;) *Employee Name
Dept./Facility
Phone Number

I have seen this request for Short-Term Leave

--- ---
Supervisor Date

This request for Short-Term Leave is approved

--- ---
Department Director Date

*I understand that this Short-Term Leave of Absence is an authorized period of time away from work, without pay, up to and including 14 consecutive calendar days. If I return to the Port Authority within fourteen (14) consecutive calendar days, I will be restored to my position previous to the commencement of my leave and at the same salary, and retain my Port Authority service date.

XXIII. UNPAID ORDINARY LEAVES OF ABSENCE

A. General

Unpaid Ordinary Leaves of Absence are time away from work without pay, which may be granted to Operations Supervisors when it is clearly desirable in light of an employee's need and is in the best interests of the Port Authority to do so. Ordinary Leaves may be granted for personal emergencies not covered by other time off policies (Vacation, Personal Leave, Maternity Leave, Excused Absence, Military Leave, Sick Leave, Family and Medical Leave).

B. Short-Term Ordinary Leaves of Absence

1. Department/Office Directors or their designees may, at their discretion, authorize Operations Supervisors to be absent from work without pay for a period not to exceed fourteen (14) consecutive calendar days for personal emergencies not covered by other time off policies. Operations Supervisors continue to earn Port Authority service credit while on such leaves. However, as with all other time off without pay, no Retirement System Service credit is earned during the leave.

2. Operations Supervisors on Short-Term Ordinary Leave return to the same position and facility they held prior to beginning the leave. Operations Supervisors who do not return to work following the expiration of a Short-Term Ordinary Leave are considered to have voluntarily resigned from their employment with the Port Authority.

3. An Operations Supervisor submits a written request for Short-Term Leave of Absence to his Unit Supervisor. The request, which should be addressed to the employee's Department/Office Director, should include a statement as to the reason for the leave, the requested number of days, and the starting and ending dates of the leave. All requests for leave should be made as far in advance of the requested start date as is reasonable.

4. The Unit Supervisor signs to indicate that he is aware of the leave request, and then forwards the request to the Department/Office Director or designee for approval. The Operations Supervisor's Department/Office Director or their designee approves or disapproves the request and returns it to the employee. When a request for leave is denied a memorandum explaining the reasons for the denial must be sent to the Operations Supervisor prior to the

commencement date of the leave. A copy of the approved request must also be forwarded to the Manager, Business Partner's and Associates Division, Human Resources Department. A copy of the request should also remain on file in the Operations Supervisor's unit for a period of not less than one (1) year following the employee's return from the leave.

C. Long-Term Ordinary Leaves of Absence

1. Unpaid time away from work in excess of fourteen (14) consecutive calendar days, but not exceeding one (1) year may be granted by the Department/ Office Directors with the approval of the Director, Human Resources Department, when such a leave is clearly desirable in light of the employee's need and the best interests of the Port Authority. However, Long-Term leaves may not be granted for purposes of extending a Maternity or Family and Medical Leave. Permanent Operations Supervisors who have completed their probationary period and have maintained a satisfactory job performance and attendance record are eligible for Long-Term Ordinary Leave. Long-Term Ordinary Leave may be granted to probationary employees only in the most exceptional circumstances.

2. Under no circumstances will a leave in excess of fourteen (14) consecutive calendar days be approved when the purpose of the leave is to allow the Operations Supervisor to separate from service in order to engage in other employment. However, the Director, Human Resources Department, has discretion to approve leaves in such instances where that employment is a condition of a bona-fide fellowship or other educational/ developmental opportunity (e.g., a White House Fellowship) where the duration of the absence and the certainty of the Operations Supervisor's eventual return have been pre-determined.

3. Long-Term Ordinary Leaves of Absence carry no guarantee of return to work following the expiration of the leave. Operations Supervisors on such leaves may request reinstatement, but such reinstatement, may or may not be granted. Requests for reinstatement will be considered based upon job availability. All employees on Long-Term Ordinary Leave who are not reinstated following expiration of the leave are considered to have voluntarily resigned their employment with the Port Authority.

4. No Port Authority or Retirement System Service Credit is earned during a Long-Term Ordinary Leave.

D. Procedures for Requesting a Long-Term Ordinary Leave of Absence

1. The Operations Supervisor submits a written request for a Long-Term Ordinary Leave of Absence to his Unit Supervisor. The request should be addressed to their Department/Office Director and should include the estimated period of time desired, approximate starting and ending dates and the reason(s) why the leave is necessary.

2. When requests for Long-Term Leave are denied, a memorandum explaining the reasons for the denial should be sent to the Operations Supervisor. A copy of the memorandum should remain on file in the employee's unit.

E. Requests for Extensions of Ordinary Leaves of Absence

1. Requests for extensions of all Ordinary Leaves of Absence, regardless of the duration of the requested extension, must be in writing and must include the reason for the request. Such requests should be sent to the Department/ Office Director as far in advance of the expiration of the leave as possible. The Department/Office Director approves or disapproves the request and notifies the employee of his decision.

2. If a Short-Term Leave is extended beyond fourteen (14) consecutive calendar days, it is considered to be a Long-Term Ordinary Leave, and all policies governing Long-Term Leave will apply.

F. Return from Leaves of Absence

1. Operations Supervisors returning from Short-Term Leave should contact their Unit as far in advance of the expiration of the leave as possible to indicate their intention to return to active duty. Employees who do not request return or who do not report to work following expiration of a Short-Term Leave are considered to have voluntarily resigned.

2. Operations Supervisors returning from Long-Term Leave must make written application for reinstatement to the Department/Office Director prior to the expiration date of the leave.

3. Operations Supervisors who do not request reinstatement prior to the expiration date of Long-Term Leave will be considered to have voluntarily resigned as of that date.

4. An Operations Supervisor returning from a leave of fifteen (15) days or more does not receive Port Authority service credit for the period of absence. These employees will receive a reconstructed Port Authority service date, seniority-in-title date, seniority-in-grade date and in-grade salary increase date.

5. Upon reinstatement of an Operations Supervisor to a position different than that held at the time the Long-Term Leave began, the salary of that employee will be individually determined, but in no case will it exceed the maximum of the position assumed.

6. A medical examination may be required of any employee returning from a Long-Term Leave of Absence.

G. Sick Leave and Vacation in Connection with Ordinary Leave

1. Except in unusual cases, Operations Supervisors beginning a Leave of Absence will not be paid for sick absences occurring during the pay period in which the leave is to be effective.

2. Operations Supervisors beginning or returning from Long-Term Leave receive vacation allowances in accordance with the schedule enumerated in Section XVI of this Memorandum of Agreement.

H. Use of Ordinary Leave to Extend Family and Medical Leave or Maternity Leave

A Short-Term Leave of Absence may be requested in order to extend a Family Leave beyond the twelve (12) week entitlement. However, when such extensions are granted, the policies governing Ordinary Leaves become effective.

I. Benefits in Connection with Ordinary Leaves

1. Port Authority Group Health, Dental, Vision and Prescription Plans, and Life Insurance coverage, remain in effect for an Operations Supervisor on a Short-Term Leave of Absence.

2. Port Authority Group Health, Dental, Vision and Prescription Plans, and Life Insurance coverage under applicable group insurance policies or contracts may be continued, or converted, during Long-Term Leaves of Absence in accordance with applicable provisions of law, regulations, or insurance policies or contracts. Questions regarding such provisions should be

directed to the Compensation and Staffing Support Services Division, Human Resources Department.

3. Operations Supervisors who are granted Ordinary Leaves of Absence continue to be subject to Port Authority policies as set forth in Appendix I, AP 20-1.07, Political Activities of Port Authority Employees; Appendix J, AP 20-1.15, Code of Ethics and Financial Disclosure*; and Appendix K, AP 20-1.06, Giving or Accepting Gifts and Gratuities while on leave. Please refer to these policy statements for specific provisions of these policies. Failure to adhere to these policies could result in potential disciplinary action.

*Reference to Financial Disclosure is without prejudice to the position of either party to this Memorandum of Agreement in regard to the filing of Financial Disclosure Statements and shall be determined by the outcome of IP 06-8 and IP 06-9.

J. Request for Long-Term Leave of Absence - Sample Memorandum

To: Department Director
From: (employee requesting leave)
Date: (date of request)
Subject: **REQUEST FOR LONG -TERM LEAVE OF ABSENCE**

Copy To: Manager, Business Partners and Associates Division, Human Resources Department

I request a Long-Term Leave of Absence lasting approximately (number of days), beginning (date) and ending (date). This leave is necessary due to (reason).

My supervisor has signed below to indicate that he is aware of this request.

(signed;) *Employee Name
Dept./Facility
Phone Number

I have seen this request for Long-Term Leave.

--- ---
Supervisor Date

This request for Long-Term Leave is approved.

--- ---
Department Director Date

*I understand that this Long-Term Leave of Absence is an authorized period of time away from work, without pay, of up to one year. I understand that my reinstatement upon expiration of the leave is not guaranteed and is subject to job availability at the time that I request such reinstatement.

K. Request for Extension of Short or Long-Term Leave of Absence - Sample Memorandum

To: Department Director
From: (employee requesting leave)
Date: (date of request)
Subject: **REQUEST FOR EXTENSION OF SHORT OR LONG-TERM LEAVE OF ABSENCE**

Copy To: Manager, Business Partners and Associates Division, Human Resources Department

I request an extension on my (kind of leave) lasting approximately (number of days), beginning (date) and ending (date). This request for an extension of my leave is due to (reason).

(Signed;) *Employee Name
Dept./Facility
Phone Number

I have seen this request for Extension of (kind of leave) of Absence.

--- ---
Supervisor Date

This request for Extension of (kind of leave) of Absence is approved.

--- ---
Department Director Date

*I understand that employees returning from Long-Term Leave of Absence may be reinstated to their former position classification of similar pay and status. Such reinstatement, however, is not guaranteed and is subject to job availability. Employees who do not request reinstatement prior to the expiration date of their leave will be considered as having voluntarily resigned as of that date.

L. Request for Short-Term Leave of Absence - SAMPLE MEMORANDUM

To: Department Director
From: (employee requesting leave)
Date: (date of request)
Subject: **REQUEST FOR SHORT-TERM LEAVE OF ABSENCE**

Copy To: Manager, Business Partners and Associates Division, Human Resources Department

I request a Short-Term Leave of Absence lasting approximately (number of days), beginning (date) and ending (date). This request for an extension of my leave is due to (reason).

(Signed;) *Employee Name
Dept./Facility
Phone Number

I have seen this request for Short-Term Leave

--- ---
Supervisor Date

This request for Short-Term Leave is approved

--- ---
Department Director Date

*I understand that this Short-Term Leave of Absence is an authorized period of time away from work, without pay, up to and including 14 consecutive calendar days. If I return to the Port Authority within 14 consecutive calendar days, I will be restored to my position previous to the commencement of my leave and at the same salary, and retain my Port Authority service date.

XXIV. REDUCTION IN FORCE

A. General

1. To meet changing conditions, operating requirements or other organizational goals, and in the interests of efficiency, economy or otherwise, one or more positions in any class title in one or more of the Port Authority's departments may be abolished. This Section describes the policies and procedures for removing and separating from service, Operations Supervisors whose positions have been abolished and who cannot be placed in a vacant position elsewhere in the organization and who do not choose either to resign or retire voluntarily.

2. In keeping with the Port Authority's long-standing practice of attempting to provide job security, every effort will be made to assure that excess permanent Operations Supervisors are placed in available vacancies for which they qualify before any employee either loses his employment or has his salary reduced. In this regard, temporary, project, or probationary Operations Supervisors in affected position classes and occupational specialties will be terminated in that order as the first step in any reduction in force. The use of outside consultants will also be eliminated or reduced where feasible.

B. Identification of Affected Employees

1. The Human Resources Department will compile a Port Authority - wide list of all employees occupying positions within the affected position classes.

2. Regardless of the number of organizational units identified by the Executive Director as areas where staff decreases should be made, all employees in the Port Authority occupying positions in affected titles and occupational specialties will be subject to the Reduction-In-Force procedures.

C. Voluntary Retirements and Resignations

1. Prior to implementing Involuntary Removal Procedures for adversely affected employees, department heads may ask employees in an affected position class if they wish to retire or resign voluntarily.

2. Any Operations Supervisor choosing to retire or resign voluntarily in response to such a request whose separation preserves another employee's job and who is

covered by the severance allowance program is eligible to receive the appropriate severance as set forth in Paragraph D. 7 below in accordance with procedures promulgated by the Executive Director. If the number of Operations Supervisors choosing to retire or resign in a position class exceeds the number of excess positions, severance allowances will be paid only to that number of employees equaling the number of excess positions. In the event the number of volunteers exceeds the number of positions abolished, employees eligible to retire will receive first preference for severance pay allowances, and will be selected in order of Port Authority seniority. In cases where the number of volunteers eligible to retire is less than the number of excess positions to be abolished, volunteers ineligible for retirement will be selected for severance pay allowances in order of Port Authority seniority.

D. Involuntary Removal and Separation from Service

1. Should the number of involuntary resignations, retirements, or reassignments be less than the number of positions within a class title to be abolished in a department, Operations Supervisors in the affected class titles in that department are subject to involuntary removal and separation from service.
2. Each affected Department/Office Director, consistent with sound business and policy discretion and in order to improve the effectiveness and efficiency of the Port Authority, identifies the particular employees who are subject to involuntary removal and notifies the Director, Human Resources Department of his determination in each case. The Director, Human Resources Department determines that applicable procedures have been followed and that the appropriate Operations Supervisors have been identified as excess.
3. The Department/Office Director notifies the Operations Supervisor of the facts as soon as possible.
4. An Operations Supervisor who is to be involuntarily removed from his position and separated from service is to be notified, in writing, of the date of his termination at least ten (10) working days in advance of such date.
5. Employees involuntarily removed and separated from service pursuant to this Section are eligible to receive a severance allowance in accordance with paragraph D. 7. In addition, such Operations Supervisors are paid for all accumulated and unused vacation, personal leave and compensatory time in accordance with existing policies and their continuation of benefits coverage is governed by applicable law.

6. Group life, health and dental benefits are treated as follows:

   a) Group Term Life Insurance and Group Health Insurance benefits under the Port Authority's programs (including dental coverage) are extended for all affected Operations Supervisors enrolled in these plans for a period of ninety (90) days beyond the date of separation or, if it occurs earlier, until they secure other employment within the ninety (90) day extension period. Those employees who are contributing toward these benefits at the time of separation continue to do so, paying the same amount as if they were still employed, and such contributions are deducted from their final paycheck. Operations Supervisors not contributing at the time of separation are not required to make any payments toward these benefits during the ninety (90) day extension period.

   b) Group health and dental benefits are covered under COBRA, presently for a maximum of eighteen (18) months, the first ninety (90) days of which are paid by the Port Authority and the balance by the employee. The cost of the Operations Supervisor's portion varies in accordance with the coverages and duration selected. At the end of the COBRA period, benefits terminate and Operations Supervisors have the option of converting to direct payment plans with the carriers, should they wish to do so. Such conversion must take place during the period set by the insurance policies.

   c) At the end of the ninety (90) day extension period, Group Term Life Insurance terminates and Operations Supervisors have the option of converting to direct payment plans with the carriers, should they wish to do so. Such conversion must take place during the period set by the insurance policies.

   d) Operations Supervisors who rejoin the Port Authority in an active status within nine (9) months from the date benefits terminate, and who were covered by the Port Authority group benefits program, are immediately entitled to coverage applicable to the employee's job classification at the time active status resumes. An employee who is reemployed after the nine (9) month period is subject to the provisions of the policies governing waiting periods and/or preexisting conditions on the same basis as a new employee in that particular job classification.

7. Table of Severance Allowances

Weeks of pay related to years of service and age at time of termination of employment

Age at time of termination of employment

Years of Service	Under 24	25-29	30-34	35-39	40-44	45-49	50 and over
1 or more	13 weeks	13 weeks	13 weeks	13 weeks	13 weeks	13 weeks	13 weeks
2	13	13	13	13	13	13	13
3	13	13	13	13	13	13	13
4	13	13	13	13	13	13	13
5	13	13	13	13	13	13	13
6	13	13	13	13	13	13	13
7	13	13	13	13	13	13	14
8	13	13	13	13	13	14	16
9	13	13	13	13	14	16	18
10	13	13	13	14	16	17	20
11	13	13	14	16	18	20	22
12	13	13	15	17	19	22	24
13	13	13	16	18	21	24	26
14	13	13	17	19	22	25	26
15	13	13	18	20	23	26	26
16	13	13	18	21	24	26	26
17	13	13	18	22	25	26	26
18	13	13	18	23	26	26	26
19	13	13	18	24	26	26	26
20 or more	13	13	18	25	26	26	26

FOOTNOTE: Minimum severance payment: $7,500.

XXV. MEDICAL HEARINGS

A. An Operations Supervisor may have his Port Authority employment terminated because of mental or physical disability, but only in accordance with AP 20-1.09, Removal of an Employee for Mental or Physical Disability, as set forth in Appendix E, except as modified herein.

B. Hearings arising under AP 20.1.09 will proceed before a Hearing Officer selected from the American Arbitrator's Labor Panel in accordance with the rules of selection of the American Arbitration Association, with written notice to the Union President, and the attorney for the Union, instead of a three (3) member Board referenced in the aforementioned AP. The sole issue before the Hearing Officer shall be "whether the employee is mentally or physically incapable of performing his duties" and no authority is granted herein to consider any other issue arising under this Memorandum of Agreement or otherwise applicable state or federal law. The decision of the Hearing Officer shall be final and binding upon PAFSA, the employee and the Port Authority and shall not be subject to the Grievance Arbitration Procedure.

XXVI. DISCIPLINARY PROCEDURE

I. Introduction

A. This procedure shall apply to employees in the covered membership who are permanent employees. A permanent employee is any employee who has been continuously employed by the Port Authority for more than twelve (12) months. "Continuous Employment" or words of similar import, means uninterrupted employment by the Port Authority in any position or positions. Time spent on authorized vacation, sick leave or other authorized or excused absence with pay is included in the calculation.

B. No disciplinary action shall be taken against any permanent employee except for good and sufficient cause or reason, and except in accordance with this procedure.

C. If in the course of an interview between a Supervisor and an Operations Supervisor it appears that the matter under discussion may result in disciplinary action against the employee, he has the right to have his union representative present before the interview proceeds.

II. Grounds for Discipline

The following are examples of good and sufficient cause or reason for dismissal, transfer or demotion of a permanent employee:

1. Substantial or repeated neglect or failure of the employee to properly perform duties;

2. Substantial or repeated violation of rules and regulations;

3. Conduct seriously prejudicial to the Port Authority or the public interest.

III. Types of Disciplinary Action

A. The following measures, when taken for disciplinary purposes, constitute disciplinary action within the meaning of this procedure. No other types of disciplinary action are authorized.

1. Dismissal from employment.

2. Demotion to a grade or title having a lower rate of pay.

3. Compulsory Leave of Absence Without Pay.

4. Reduction in Seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.

5. Official Reprimand officially noted upon the employee's personnel file maintained at the facility.

6. Forfeiture of Vacation Privileges.

7. Other Discipline such as forfeiture of Port Authority passes, informal reprimands and other appropriate minor disciplinary measures which do not affect the employee's grade, title, pay or seniority. If an informal reprimand has not been used as a basis for disciplinary

action within one (1) year from the date of such letter, it shall be null and void, unless during such one (1) year period other reprimands have been placed in the employee's file in which event such letter of reprimand shall remain in the employee's file for the one (1) year period commencing with the date of the most recent letter of reprimand. If a letter of reprimand is null and void as defined herein, upon request by the employee or PAFSA representative, it will be removed from the employee's file. A letter of reprimand must either be initialed by the employee, or if such employee refuses to initial, such refusal shall be duly noted.

B. The dismissal, demotion, or transfer of an employee because of mental or physical incapacity substantially impairing the employee's ability to perform his duties, or because of a reorganization of the Port Authority or one of its facilities, properties, departments, offices or divisions, or any other administrative action affecting the position, status, pay, or privileges of an employee, not taken for disciplinary purposes, is not considered to be disciplinary action and does not come within the scope of this procedure. Provision, however, has been made for a hearing at the request of the employee concerned, whenever the dismissal, demotion, or transfer of a permanent employee is sought on the grounds of mental or physical incapacity. See AP 20-1.09, Removal of an Employee for Mental or Physical Disability, as set forth in Appendix E.

IV. Hearings and Disciplinary Procedures

A. Major Discipline

The following types of disciplinary action shall not be taken with respect to any permanent employee except pursuant to written Charges and Specifications ("Charges"), and a hearing in accordance with paragraph XII of this procedure (unless the employee waives the filing of such Charges or the holding of such hearing):

(1) Dismissal or (2) Demotion.

B. Minor Discipline

The following types of disciplinary action shall not be taken with respect to any permanent employee except pursuant to a written Notice of Intention to Discipline ("NOI"), and a hearing in accordance with paragraph XII of this procedure (unless the employee waives the filing of

such NOI or the holding of such hearing):

(1) Compulsory Leave of Absence Without Pay; (2) Reduction in Seniority; (3) Official Reprimand; (4) Forfeiture of Vacation Privileges; (5) Other Discipline as defined in Section III. A. 8 above.

V. Repeated Offenses

A. Disciplinary action may be taken against an employee for repeated violation of rules and regulations or repeated neglect or failure to perform duties or other repeated conduct warranting disciplinary action, even though disciplinary action has previously been taken separately with respect to some or all of the series of transactions upon which such Charges/NOI are based; but only if such repeated conduct is charged as a separate offense.

B. A disciplinary charge of repeated violations of Port Authority Rules and Regulations may only be based on prior discipline having been imposed.

VI. Waiver of Rights, Resignations Pending Disciplinary Proceedings

A. An employee may waive the right to have Charges/NOI filed and may waive the right to a hearing and may do so either before or after the hearing has commenced. All such waivers must be in writing. The Port Authority will notify the President of the Union or designee if the employee is being offered an opportunity to execute a document in settlement of the Charges/NOI.

In addition, the failure to appear at a hearing after notice shall constitute a waiver of such hearing unless the Impartial Hearing Officer shall find such failure excusable.

B. An employee may resign at any time, and in that event any disciplinary proceedings against the employee shall terminate, but unless the Charges/NOI are withdrawn, the Charges/NOI shall be filed with the employee's record and entry made in the employee record "Resigned under disciplinary charges pending hearing".

VII. Temporary Suspensions Without Pay

A. Any employee may be temporarily suspended without pay pending the preparation of Charges and the completion of disciplinary proceedings (but not for more than two weeks without the approval of the Chief, Employment & Labor Law Division of the Law Department or his designee); and such

temporary suspension shall not be deemed to constitute a disciplinary action unless the Charges are thereafter sustained.

B. If the Charges are sustained, and if as a result one or another of the following types of disciplinary action is taken, such disciplinary action shall be effective as of the day upon which the employee was suspended: dismissal; demotion; compulsory leave of absence without pay.

C. Except as provided above, the employee shall be restored to duty either prior to or upon the completion of the disciplinary proceedings, and shall then receive his full base pay and longevity for the period of the temporary suspension, provided that the employee may be restored to duty prior to the completion of the disciplinary proceedings, in which event, he shall receive base pay and longevity for the period of the temporary suspension.

D. Nothing contained in this procedure shall be deemed to prevent suspending employees with pay, whether pending the preparation of Charges and the completion of disciplinary proceedings or for other administrative purposes.

VIII. Filing and Preliminary Investigation of Charges

A. Form of Charges

Charges shall be in writing, and each charge shall be a brief formal statement of the alleged offense. In the event that an employee is charged with more than one offense, he shall be separately charged with each offense and each charge shall be separately numbered. Each charge of an alleged offense shall be separately supported by one or more specifications (summary statement of facts supporting the charge). Each specification standing alone should be sufficient to sustain the charge of the alleged offense if proven.

Charge 1. Repeated violation of the General Rules and Regulations For All Port Authority Employees.

Specification 1. For the period of September 2, 2003 through August 20, 2004 you failed to report to work on time on five occasions for a total of 104 minutes, in violation of Rule 5 of the General Rules and Regulations For All Port Authority Employees that provides that "Being in the proper place at the proper time constitutes a part of the work just as much as any specific duties. Therefore, excessive absence or tardiness may be considered sufficient cause for disciplinary action."

B. Signature of Charges

Charges shall be signed by the complainant, who need not be an officer, employee or agent, or otherwise connected with the Port Authority.

C. Filing Charges

Whenever a charge is made by a Port Authority employee it shall be transmitted to that employee's Department/Office Director. Whenever a charge is made by a person not connected with the Port Authority, it shall be transmitted to the Department/Office Director of the employee sought to be disciplined.

D. Time Limitation

Charges should be filed in a timely manner, as close as possible to the occurrence upon which the Charge is based or the date when the Port Authority should reasonably have known of the same. Notwithstanding the foregoing, Charges filed with a Department/Office Director more than ninety (90) calendar days after the Port Authority knew or should have known of the commission of the offense shall be void unless the occurrence upon which the Charge is based is the subject of a criminal investigation or an internal investigation by the Port Authority Office of Inspector General in which case the time for filing the Charges with a Department/Office Director shall be tolled. Upon request of the employee or his representative the Port Authority shall provide documentation of the reason for the tolling of the ninety (90) calendar day period.

E. Action by Department/Office Director

Upon receipt of Charges and after such preliminary investigation as he deems necessary, the Department/Office Director shall:

1. If the Charges are against a member of that department or office, take any appropriate disciplinary action which is authorized by this procedure to be taken without a formal hearing, or

2. If the employee against whom Charges are made is a member of another department or office, refer the Charges to the Director of such other department or office, who thereupon shall take one or another of the types of action specified above, or

3. Return the Charges to the complainant for correction in the event that they do not conform to the requirements of Paragraph VIII. A.; or

4. Direct that the Charges be dropped; but in case the complainant is not a member of that department or office, only with the approval of the Chief, Employment and Labor Law Division of the Law Department or his designee; or

5. In the event that he is of the opinion that any disciplinary action should be sought, he shall submit the Charges to Chief, Employment & Labor Law Division of the Law Department or his designee.

F. Action by the Chief, Employment and Labor Law Division of the Law Department

If the Chief, Employment and Labor Law Division of the Law Department or his designee determines to proceed with the disciplinary action he shall submit a request to the American Arbitration Association for the selection of an Impartial Hearing Officer. A copy of the request for the selection of the Impartial Hearing Officer shall be provided to the Union and the Attorney for the Union. Selection of the Impartial Hearing Officer shall be from the list provided to the parties by the American Arbitration Association and in accordance with the rules of selection of the American Arbitration Association.

IX. Filing and Preliminary Investigation of Notice of Intention to Discipline (NOI)

A. Form of NOI

A NOI shall be in writing, and each charge shall be a brief formal statement of the alleged offense. The NOI shall identify by name the supervisor initiating discipline, the name of witness(es) to the alleged violation, if any, and the recommended penalty. In the event that an employee is charged with more than one offense, he shall be separately charged with each offense and each charge shall be separately numbered. Each charge of an alleged offense shall be separately supported by one or more specifications (summary statement of facts supporting the charge). Each specification standing alone should be sufficient to sustain the charge of the alleged offense if proven.

Charge 1. Repeated violation of the General Rules and Regulations For All Port Authority Employees.

Specification 1. For the period of September 2, 2003 through August 20, 2004 you failed to report to work on time on five occasions for a total of 104 minutes, in violation of Rule 5 of the General Rules and Regulations For All Port Authority Employees that provides that "Being in the proper place at the proper time constitutes a part of the work just as much as any specific duties. Therefore, excessive absence or tardiness may be considered sufficient cause for disciplinary action."

B. Action by Facility Management

If the Facility Management determines to proceed with the disciplinary action he shall submit the NOI to the Chief, Employment and Labor Law Division of the Law Department or his designee for review prior to service upon the employee. The Chief, Employment and Labor Law Division of the Law Department or his designee will then submit a request to the American Arbitration Association for the selection of an Impartial Hearing Officer in accordance with Section VIII, paragraph F. A copy of said request for the selection of the Impartial Hearing Officer shall be provided to the Union and the Attorney for the Union.

C. Time Limitation

A NOI should be filed in a timely manner, as close as possible to the occurrence upon which the NOI is based or the date when the Port Authority should reasonably have known of the same. Notwithstanding the foregoing, a NOI served on the employee more than ninety (90) calendar days after the Port Authority knew or should have known of the commission of the offense shall be void unless the occurrence upon which the NOI is based is the subject of a criminal investigation or internal investigation by the Port Authority Office of Inspector General in which case the time for serving the employee with the NOI shall be tolled. Upon request of the employee or his representative the Port Authority shall provide documentation of the reason for the tolling of the ninety (90) calendar day period.

X. Service of Charges/NOI

Such disciplinary Charges/NOI must be served personally, or by registered mail – return receipt requested, certified mail – return receipt requested, or

by overnight delivery on the employee at the last known address on file with the Human Resources Department of the Port Authority. A copy of the Charges/NOI must be faxed to the President of the Union or designee within twenty-four (24) hours of service on the employee. In the event such service cannot be achieved through the above methods, the Port Authority will serve the Charges/NOI by regular mail at the last known address on file with the Human Resources Department of the Port Authority and the same shall constitute personal service. The Port Authority will advise the Union President in writing that the employee was served by regular mail.

XI. Discovery

Upon written request by the charged employee or his representative to the Chief, Employment and Labor Law Division of the Law Department or designee the Port Authority will provide copies of the evidence it intends to present at the hearing, including statements, e-mails, photographs, video and audio recordings and other writings made in the normal course of business including any exculpatory material relating to the Charges/NOI, the employee and/or the events which form the basis for the Charges/NOI but excluding attorney work product. The Port Authority may satisfy the obligation to provide a copy of a video and/or audio recording by making the video and/or audio recording available for inspection by the charged employee and/or his representative. The Port Authority shall provide such discovery no later than ten (10) work days prior to the scheduled hearing date or within fourteen (14) work days of receipt of the request, whichever is later. Failure to provide such discovery within the prescribed time frame may be a basis for adjournment at the discretion of the Impartial Hearing Officer.

XII. Hearings

A. Preliminary Action by Chief, Employment and Labor Law Division of the Law Department or his designee

The Chief, Employment and Labor Law Division of the Law Department or his designee, shall, upon receipt of the Charges/NOI and after such further investigation as necessary either:

1. Direct that the Charges/NOI be dropped; or

2. Refer the Charges/NOI to an Impartial Hearing Officer for hearing; or

3. Return the Charges/NOI to the Department/Office Director or Facility Management for such disciplinary action as is authorized by this procedure to be taken without formal hearing.

B. Service of Notice of Hearing

1. When Charges/NOI are approved by the Chief, Employment & Labor Law Division of the Law Department or his designee, for a hearing, a copy of the Charges/NOI shall be served upon the employee. The Notice of Hearing will direct the employee to appear for a hearing and will be served either personally, by registered mail - return receipt requested, certified mail - return receipt requested or overnight delivery at the last known address on file with the Port Authority Human Resources Department. If an employee cannot be served through the above methods the Port Authority may serve the employee by regular mail at his last known address on file with the Port Authority Human Resources Department and the same shall constitute personal service.

2. The hearing will be conducted at a Port Authority location mutually agreeable between the parties. The Port Authority shall make arrangements for use of the selected location and shall be responsible for notifying, in writing, the Impartial Hearing Officer, the Union and the attorney for the Union of the date, time and location of the hearing.

C. Functions of Impartial Hearing Officer

1. The Impartial Hearing Officer shall not be an employee of the Port Authority and shall be selected in accordance with Section XXVII (C) (3)(b) of this Memorandum of Agreement.

2. It shall be the function of the Impartial Hearing Officer to determine the truth or falsity of the charge(s); and if in the opinion of the Impartial Hearing Officer the charge is sustained, to determine appropriate disciplinary action. The Impartial Hearing Officer shall proceed promptly with the hearing, shall receive testimony and evidence offered by the employee and the complainant, shall summon witnesses, and shall require the production of records and other data deemed appropriate to the hearing of the Charges/NOI and the determination of the discipline.

3. The Impartial Hearing Officer shall not make any investigation except for the purpose of determining whether there is pertinent testimony

or evidence which has not been produced; and any witnesses or evidence produced at the request of the Impartial Hearing Officer shall be presented at the hearing.

D. Conduct of Hearings

1. The procedure at and conduct of such hearings and all incidental proceedings shall be determined by the Impartial Hearing Officer, but in any event:

   a. hearings shall be conducted informally;

   b. the employee may appear in person or by an authorized representative; and the employee or representative may produce, examine or cross-examine witnesses, submit other evidence, make oral arguments and submit memoranda or other written statements;

   c. the Port Authority shall select the court reporter and arrange for their attendance and a stenographic record shall be kept of all hearings and it shall be available for inspection by the employee or representative during ordinary business hours of the Port Authority for twelve (12) months after the completion of the hearing;

   d. no evidence of prior misdeeds or offenses other than those charged shall be received or inquired into, except to prove a charge of repeated offenses or for the Impartial Hearing Officer's use when recommending a disciplinary penalty.

2. The Impartial Hearing Officer may in his discretion allow the Charges/NOI to be amended to conform to the proof adduced at the hearing provided an adjournment of the hearing is granted.

3. The Impartial Hearing Officer shall call and examine such witnesses as deemed necessary or appropriate.

4. In general, the order of procedure at the hearing shall be as follows:

   First: The Charges/NOI shall be read, and the employee or representative shall be requested to state summarily the employee's position.

Second: The testimony (sworn or unsworn) and other evidence in support of the Charges/NOI shall be received. Each witness in support of the Charges/NOI shall be subject first to direct examination by the Impartial Hearing Officer (and if the Charges/NOI are presented by a member of the Port Authority staff, by such member or representative) and then to cross-examination by the employee or representative, and thereafter to such re-direct or re-cross examination as may be necessary.

Third: The testimony (sworn or unsworn) and other evidence for the employee shall then be received. Each witness for the employee shall be subject first to direct examination by the employee or representative, and then to cross-examination by the Impartial Hearing Officer (and if the Charges/NOI were preferred by a member of the Port Authority staff, by such member or representative), and thereafter to such further re-direct or re-cross examination as may be necessary.

Fourth: The testimony and evidence in the nature of rebuttal and surrebuttal shall then be received in that order.

Fifth: In cases where charges are preferred by a member of the Port Authority staff, such member or representative shall be permitted to make a statement summarizing the testimony and evidence and making recommendations with regard to disciplinary action.

Sixth: The employee or representative shall be permitted to make a statement summarizing the evidence, and to present any pertinent oral arguments.

Seventh: In lieu of or in addition to oral statements and arguments, the Impartial Hearing Officer may receive written memoranda or briefs in support of the charges or in favor of the employee.

E. Adjournments and Postponements

The employee shall be entitled to an adjournment of the hearing once, if the proof offered at the hearing is at variance, in any material respects, with the specifications set forth in the Charges/NOI. If an adjournment is granted, the parties shall divide equally the full costs of the adjournment.

The Impartial Hearing Officer may grant any other adjournments which are deemed warranted. If an adjournment is granted, the party requesting the adjournment shall bear the full costs of the adjournment.

F. Findings

The findings shall be rendered promptly by the Impartial Hearing Officer and unless otherwise agreed by the parties, no later than thirty (30) days from the closing of the hearing or from the transmission of the final statements to the Impartial Hearing Officer. If final statements are transmitted, the Impartial Hearing Officer shall have an additional five (5) days to render his findings. The findings shall be in writing and shall refer to each separate charge and shall state whether each charge is "sustained" or "not sustained." The Impartial Hearing Officer, if desired, may accompany the findings with opinions in writing explaining the reasons for such findings.

The Impartial Hearing Officer shall make a determination for disciplinary action if the Charges/NOI are sustained, and in so doing may receive and consider the employee's employment history including Performance Rating Reports, any records of prior disciplinary proceedings, as well as prior records of commendation.

The decision of the Impartial Hearing Officer shall be final and binding upon the Port Authority, PAFSA and the employee to the extent permitted by and in accordance with applicable law and this Memorandum of Agreement and shall not be subject to the Grievance Arbitration Procedure as set forth in Section XXVII.

G. Expenses

All fees and expenses of the Impartial Hearing Officer shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

The parties shall divide equally the cost of the transcript for the Impartial Hearing Officer, the court reporter fees and court reporter expenses. Each party shall be responsible for the cost of their own transcript(s).

H. Scheduling of Hearings

All disciplinary hearings and meetings shall be scheduled during normal business hours. Under no circumstances will a disciplinary hearing be held on the charged employee's regular day off or on previously scheduled vacation or personal leave time. All necessary witnesses shall be excused from duty for attendance at minor or major hearings. All excusal requests must be presented to the Manager, Labor Relations or designee not later than five (5) working days in advance if possible. If a witness requested by PAFSA is not working a day tour of duty, the tour of duty of the witness will be changed to the day tour and such change will not entitle the witness to payment in accordance with Section VI, Schedule Change Premium.

XXVII. GRIEVANCE AND ARBITRATION PROCEDURE

The Port Authority and PAFSA agree that the procedure for processing grievances with respect to the alleged violation of any provision (other than Section II, Past Practices - Protection of Existing Terms and Conditions Clause; Section XXX, paragraph A., Transfer of Unit Work; Section XXV, Medical Hearings, and Section XXVI, Disciplinary Procedures) of this Memorandum of Agreement shall be as follows:

A. Policy

Operations Supervisors shall have the right to present grievances in accordance with the procedure described herein free from interference, coercion, restraint, discrimination, or reprisal. The informal resolution of differences prior to the initiation of actions under this Grievance Arbitration Procedure ("Grievance Procedure") is encouraged and desired by the Port Authority and PAFSA.

B. Definitions

Pursuant to this Grievance Procedure:

1. A grievance is a complaint limited to any dispute concerning the application or interpretation by the Port Authority of any provision of this Memorandum of Agreement (except, Section II, Past Practices - Protection of Existing Terms and Conditions Clause; Section XXX, paragraph A., Transfer of Unit Work; Section XXV, Medical Hearings; and Section XXVI, Disciplinary Procedures). The parties agree that Section II, Past Practices - Protection of Existing Terms and Conditions Clause; Section XXX, paragraph A., Transfer of Unit Work; Section XV, Medical Hearings; and

Section XXVI, Disciplinary Procedures, are expressly excluded from this Grievance Arbitration Procedure and may not be adjudicated hereunder. Disputes that arise out of Section II, Past Practices - Protection of Existing Terms and Conditions Clause; and Section XXX, paragraph A., Transfer of Unit Work, shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel.

The processing of a complaint by the Port Authority pursuant to this Grievance Procedure shall not constitute a waiver by the Port Authority of any defense or claim that the conduct complained of does not involve the application or interpretation of any provision of this Memorandum of Agreement.

C. Procedure

Grievances shall be processed as follows:

1. Step One: Initial Processing of Grievance

A grievance shall be submitted by PAFSA in writing on Port Authority Employee Grievance forms to the Facility Manager or his designee with a copy to the Manager, Labor Relations, Labor Relations Department, within thirty (30) working days of the commencement of the event which gave rise to the grievance or the date the grievant should reasonably have been expected to become aware of the event which gave rise to the grievance. The grievance shall state the specific provisions of the Memorandum of Agreement that are alleged to have been violated together with a brief description of the facts. The Facility Manager shall respond to the grievance, in writing, to PAFSA with a copy to the Manager, Labor Relations within fifteen (15) working days of its receipt.

2. Step Two: Appeal of Grievance

If the parties fail to resolve the grievance at Step One or the Port Authority fails to respond within fifteen (15) working days of its receipt, PAFSA may submit an appeal of the grievance in writing stating the grounds thereof within twenty (20) working days thereafter to the Manager, Labor Relations. The Manager, Labor Relations shall issue a written determination from an appeal of Step One within twenty (20) working days after the receipt of such appeal setting forth the reasons for the determination. The response from the Manager, Labor Relations will be final and binding unless appealed to arbitration as provided herein. Any unsettled grievance may be appealed to arbitration as set forth in Step Three.

3. Step Three: Arbitration

a. The President of PAFSA or his designee shall have the right to refer to arbitration any unsettled grievance which is alleged to constitute a violation of the Memorandum of Agreement or any provision thereof by sending a written demand for arbitration to the Manager, Labor Relations within forty (40) working days following receipt of the Step Two determination or the date the Step Two determination was due.

b. If the President of PAFSA demands arbitration, the Manager, Labor Relations or designee will refer the matter to the American Arbitration Association for the parties to select an Arbitrator from its Labor Panel in accordance with the rules of selection of the American Arbitration Association, with written notice to the PAFSA President and the Attorney for PAFSA.

c. The Arbitrator shall not have the power to add to, subtract from or modify the provisions of the Memorandum of Agreement and shall confine his decision solely to the interpretation and application of the Memorandum of Agreement. The Arbitrator shall confine himself to the precise issue presented for arbitration and shall have no authority to determine any other issues not presented nor shall he submit observations or declarations of opinion which are not essential in reaching the determination. The Arbitrator shall be bound by the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association.

d. The decision, award or relief afforded by the Arbitrator shall be in writing and shall be final and binding upon the Port Authority, PAFSA and the grievant(s) to the extent permitted by and in accordance with applicable law and this Memorandum of Agreement.

e. All fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

f. A stenographic record shall be kept in all grievance hearings. The Port Authority shall select the court reporters and arrange for their attendance. The Port Authority and PAFSA shall divide equally the costs of the transcript for the Arbitrator, the court reporter fees and the court reporter expenses. Each party shall be responsible for the cost of their own transcript(s).

g. The hearing will be conducted at a Port Authority location mutually agreeable between the parties. The Port Authority shall make arrangements for use of the selected location and shall be responsible for notifying, in writing, the Arbitrator, PAFSA and the Attorney for PAFSA of the date, time and location of the hearing.

h. All requests for adjournments, if not mutually agreed to shall be made to the Arbitrator. If an adjournment is granted the party requesting the adjournment shall bear the full costs of the adjournment.

i. The Arbitrator shall issue his decision in writing as soon as possible after the close of the hearing.

j. The settlement, award or relief ("resolution") of a grievance may or may not be retroactive as the equities of each case demand but in no event shall such resolution be retroactive to a date earlier than thirty (30) days prior to the date the grievance was first submitted.

k. Grievance resolutions or decisions at Steps One or Two shall not constitute a precedent in any arbitration or other proceeding.

D. Representation

PAFSA shall have the exclusive right to represent members in any grievance. The grievant(s), PAFSA representatives, and any witness(es) shall be excused from duty for the processing of grievances and attendance at hearings. All excusal requests must be presented to the Manager, Labor Relations or designee not later than five (5) working days in advance if possible.

E. Special Provisions

1. The term "working days" as used herein shall mean calendar days exclusive of Saturdays, Sundays and public holidays.

2. The parties may mutually agree in writing, when circumstances warrant, to by-pass the submittal of the grievance to the Facility Manager in Step One and submit the grievance directly to the Manager, Labor Relations as provided in Step Two of this Grievance Procedure.

3. The failure of the Port Authority to meet a deadline specified herein shall permit advancing the matter to the next Step. The failure of PAFSA to file a

grievance, an appeal, or a demand for arbitration within the time limit specified shall be deemed to be a withdrawal of the grievance.

4. All time limits contained in this procedure may be extended by mutual agreement in writing.

XXVIII. PORT AUTHORITY EMPLOYMENT

A. An Operations Supervisor shall be deemed to be employed upon the condition that he shall not have his Port Authority employment as an Operations Supervisor terminated, except as provided in this Memorandum of Agreement.

B. An Operations Supervisor shall be "in good standing" under this Agreement unless the Operations Supervisor is terminated for cause pursuant to Section XXVI of this Memorandum of Agreement. Formal disciplinary charges are considered to be pending when the employee has been served with "Charges and Specifications" or the "Notice of Intention" (NOI) to discipline or a written Memorandum indicating to the Operations Supervisor that Charges and Specifications will be brought against him. When an Operations Supervisor resigns while there are formal disciplinary charges pending against him, he is not considered to be "in good standing" at the time of his resignation; and accordingly he is not entitled to any vacation allowance he might otherwise be eligible to receive.

C. An Operations Supervisor shall have the right to have his PAFSA Representative present at all counseling sessions.

XXIX. JOB DUTIES AND RESPONSIBILITIES

No Operations Supervisor shall fill or perform the duties of another Operations Supervisor position if he does not meet the qualifications to fill that position on a permanent basis.

XXX. TRANSFER OF UNIT WORK

A. During the term of this Memorandum of Agreement, Unit Work currently and heretofore performed by Operations Supervisors will continue to be performed by such employees so long as such work continues to be performed by or on behalf of the Port Authority. The Port Authority will not transfer and/or reassign such Unit Work to non-unit employees without negotiations.

B. No transfer of Unit Work disputes shall be subject to the Grievance Arbitration Procedure of this Memorandum of Agreement. Transfer of Unit Work disputes shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel and subject to applicable standards to be determined by the Panel.

XXXI. UNIT WORK WAIVER

A. Effective January 1, 2005, the following twenty (20) positions and the unit work associated with these positions, will no longer belong to PAFSA. Any incidental Operations Supervisor work, such as Operations Supervisor snow operations, Operations Supervisor training, Operations Supervisor Security Guard supervision, Operations Supervisor FAR 139 inspection and certification and Operations Supervisor badging, currently and heretofore performed by these twenty (20) positions shall remain Operations Supervisor unit work. The incumbents in the twenty (20) positions identified below prior to accepting a transfer or being reassigned, will have a standing offer of severance provided that the department agrees to abolish the position when the incumbent terminates his employment.

1.	FS 7 (PABT)	#2900
2.	FS 7 (LT)	#0827
3.	FS 7 (HT)	#1045
4.	FS 7 (GWB)	#1387
5.	FS 7 (SIB)	#0932
6.	FS 3 (SIB)	#1479
7.	FS 3 (GWB)	#2509
8.	FS 2 (PABT)	#3150
9.	FS 2 (GWB)	#4470
10.	FS 9 (LGA)	#0809
11.	FS 9 (EWR)	#1504
12.	FS 9 (JFK)	#0006
13.	FS 4 (JFK)	#1268
14.	FS 4 (JFK)	#0155
15.	FS 4 (LGA)	#1186
16.	FS 4 (LGA)	No dedicated position number
17.	FS 4 (EWR)	#1282
18.	FS 5 (EWR)	#7305
19.	FS 5 (EWR)	#3796
20.	FS 7 (JFK)	#8287

B. The twenty (20) positions identified above will be eliminated as they become vacant. In order to facilitate turnover in these positions, after rolling the transfer list, the Port Authority will implement the Special Eligible/Excess List to reassign incumbents to positions at the same level within the bargaining unit for which they meet all qualifications. Vacant Operations Supervisor positions will be filled first by the incumbents in the above-identified positions, provided that such reassignments do not result in undue hardship, travel or otherwise.

XXXII. EQUALIZATION OF VOLUNTARY OVERTIME ASSIGNMENTS

A. Policy

1. This policy outlines the procedures to be followed for the equitable distribution of voluntary overtime. It establishes a procedure for recording actual overtime hours worked and identifying the Operations Supervisor to be offered a voluntary overtime opportunity.

2. Voluntary overtime will be offered in accordance with this procedure and is defined as an overtime assignment which is: 1) not ordered pursuant to Section XXXIII of this Memorandum of Agreement or, 2) need not be assigned to a particular Operations Supervisor. Overtime assigned to a particular employee shall include, but shall not be limited to, overtime associated with attendance at hearings when called as a Port Authority witness, training, and continuation of a project or overtime which must be assigned to a particular employee because of his special skills. All voluntary overtime will be offered and distributed in accordance with the procedures below:

B. Procedures

1. Overtime will be offered to Operations Supervisors in the ascending order of their total overtime in accordance with the sequence listed below:

a) Assignments of Eight (8) or More Hours*

1. Employees on an RDO.
2. "Split tours" - Combination of Holdover (HO) and Early Call-In (ECI);
3. "Double tours" - Full tour HO or full tour ECI.
4. Employees on Holiday or Vacation.
5. If unable to cover overtime within a specific work unit, (i.e., Security unit), the overtime will be offered to an Operations Supervisor with the lowest overtime hours at the same level in a different unit at the same facility.
6. If unable to fill, it may be offered to an Operations Supervisor in a higher job class in ascending order within the unit at the same facility with the lowest overtime hours.

*Employees may not work in a higher Operations Supervisor job class (for example, an FS3 may not cover an FS5).

7. Overtime may be offered to an Operations Supervisor in a job class in ascending order outside the unit at the same facility with the lowest overtime hours.

b) Assignments of Four (4) Hours or Less*

1. Holdover or Early Call In.
2. If unable to cover overtime within a specific work unit, (i.e., Security unit), the overtime will be offered to an Operations Supervisor at the same level in a different unit at the same facility with the lowest overtime hours.
3. If unable to fill, it may be offered to an Operations Supervisor in a higher job class in ascending order within the unit at the same facility with the lowest overtime hours.
4. Overtime may be offered to an Operations Supervisor in a higher job class in ascending order outside the unit at the same facility with the lowest overtime hours.

c) Assignments of More than Four (4) Hours*

1. Combination of Holdover and Early Call In.
2. Holdover or Early Call In.
3. If unable to cover overtime within a specific work unit, (i.e., Security unit) the overtime will be offered to an Operations Supervisor at the same level in a different unit at the same facility with the lowest overtime hours.
4. If unable to fill, it may be offered to an Operations Supervisor in a higher job class in ascending order within the unit at the same facility with the lowest overtime hours.
5. Overtime may be offered to an Operations Supervisor in a higher job class in ascending order outside the unit at the same facility with the lowest overtime hours.

C. When an Operations Supervisor works on a scheduled day off, that employee shall receive overtime rates for all hours worked, but in no event receive less than four (4) hours of pay at overtime rates when assigned to work an eight (8) hour tour on overtime; five (5) hours of pay at overtime rates when assigned to work a ten (10)

*Employees may not work in a higher Operations Supervisor job class (for example, an FS3 may not cover an FS5).

hour tour on overtime or six (6) hours of pay at overtime rates when assigned to work a twelve (12) hour tour on overtime. Under no circumstances will an Operations Supervisor who works on a scheduled day off receive less than four (4) hours of pay at overtime rates.

D. Records

1. On the first day of each calendar year, all employees shall begin at zero overtime hours. Voluntary overtime assignment selection on January 1st of each year will be based on class seniority, within each unit and job title/classification. If two (2) or more Operations Supervisors have the same number of hours, the employee with the greatest class seniority will be called first. Operations Supervisors who are assigned to a unit after the initial overtime roster has been constructed will be credited for overtime hours based upon the average number of hours charged to members of the classification, up to their date of the assignment.

2. Overtime assignments will be offered to all qualified Operations Supervisors on the roster in ascending order of their total overtime hours worked in accordance with this procedure. Each unit shall maintain a daily record of all overtime hours offered and worked by each employee in that unit. All overtime will be assigned and accounted for in minimum increments of fifteen (15) minutes. A current copy of the daily record and overtime roster shall be available at all times for inspection and review by Operations Supervisors within the unit and shall be utilized when making voluntary overtime assignments.

E. Accounting for Overtime

1. An overtime roster/chart that reflects the amount of daily overtime worked by each Operations Supervisor shall be maintained, and updated daily. Overtime includes all overtime worked. When overtime is offered via telephone, Operations Supervisors will be given ten (10) minutes to respond to the overtime offer and thereafter the overtime will be offered to the next person on the list. Instances of "no answer", "not at home", or machine answered calls will be recorded to indicate an unsuccessful attempt to contact the employee.

F. Definitions

1. Early Call-In (ECI)

An Early Call In is an overtime assignment which is adjacent to and immediately precedes and extends an employee's regularly scheduled tour of duty and which results in no break in time between the conclusion of the overtime and the start of the regularly scheduled tour of duty.

3. Holdover (HO)

A Hold Over is an overtime assignment which is adjacent to and immediately follows and extends an employee's regularly scheduled tour of duty which results in no break in time between the conclusion of the regularly scheduled tour of duty and the start of the overtime assignment.

XXXIII. COMPULSORY OVERTIME

A. Ordered overtime shall include overtime required due to; a) failure of essential equipment or systems; b) conditions that result from actual or threatened weather conditions or other natural disasters or similar emergencies; c) any other situation which in the judgment of the authorized person ordering overtime may affect the safe operation of a facility or endanger persons or property; d) events which present an immediate threat to health or safety of people or the operation or physical integrity of the facility, including but not limited to bomb threats, mass casualty accidents/incidents, aircraft disasters, blackouts; e) the establishment or maintenance of minimum staffing and/or manning levels.

B. If there are an insufficient number of Operations Supervisors volunteering for overtime required as a result of the conditions described above, overtime may be ordered. Overtime shall be ordered in the following sequence:

1. Operations Supervisors working the tour beginning with the employee with the lowest overtime hours.

2. Operations Supervisors on a Regularly Scheduled Day Off (RDO) beginning with the employee with the lowest overtime hours.

3. Operations Supervisors on holiday or vacation beginning with the employee with the lowest overtime hours.

4. Operations Supervisors on RDO, vacation or holiday must be personally contacted by the employer and ordered to report to duty.

5. Operations Supervisors refusing to work a compulsory overtime assignment due to a personal emergency (i.e., sickness or death in family, childcare obligation), upon substantiating the emergency, will not be subject to discipline.

XXXIV. COMPENSATORY TIME

A. Each Operations Supervisor will be afforded the option to accumulate up to two hundred (200) hours in a compensatory time bank in lieu of receiving overtime pay in cash. Compensatory time shall accrue at the rate of one and one-half (1 ½) hours for each hour of overtime worked. No compensatory time shall accrue after the maximum compensatory time bank limitation of 200 hours is reached and any subsequent overtime shall be paid in cash.

B. Accrued compensatory time may be used to take time off from work, with approval. Compensatory time requests shall not be unreasonably denied. Requests for compensatory time will be subject to the operational needs of the facility and the ability to cover the position with a qualified Operations Supervisor. Requests for compensatory time may not be denied if the denial is predicated solely upon the need to cover the tour on an overtime basis. Overtime assignments as a result of a compensatory time request will be covered on a voluntary basis. If there are no volunteers to work overtime, the compensatory time request will be denied.

C. Accrued compensatory time may be converted to cash during any pay period.

D. Operations Supervisors shall have the option to designate overtime worked to be included in their compensatory banks on a daily basis. Any overtime hours worked that have not been specifically designated to be included in an Operations Supervisor's compensatory time bank shall be paid in cash.

E. Operations Supervisors who have perfect attendance (no sick absences, IOD's or unexcused absences) for the twelve (12) month period from December 1st to November 30th, shall be permitted to convert sixteen (16) hours of compensatory time to sixteen (16) hours of personal leave time in the next calendar year following the close of the twelve (12) month review period (December 1st to November 30th). Operations Supervisors who have utilized five (5) or less sick days (forty (40) or less hours of sick time) for the twelve (12) month period from December 1st to November 30th, shall be able to convert eight (8) hours of compensatory time to eight (8)

hours of personal leave time in the next calendar year following the close of the twelve (12) month review period (December 1st to November 30th).

XXXV. PROMOTIONAL INCREASES

An employee promoted either provisionally or permanently into an Operations Supervisor position is entitled to a promotion salary increase. This promotional increase shall be no less than 5% over the employee's existing base annual salary. Once the promotion salary increase is calculated, the employee is then placed into a salary step in the range of the new position which is higher in dollars. When the effective date for a permanent or provisional promotion is within ninety (90) days of an in-grade increase to which the employee is entitled, the promotional salary increase is calculated based on the new salary, including the scheduled in-grade increase.

XXXVI. PROVISIONAL ASSIGNMENT BENEFITS

When an employee either non-represented or represented by a Union other than PAFSA is filling a provisional position represented by PAFSA, then that employee will retain the benefits of their permanent position and receive wages and other forms of compensation in accordance with this Memorandum of Agreement.

XXXVII. PROVISIONAL ASSIGNMENTS

A. A permanently authorized vacant position that has been filled provisionally by the same incumbent for eighteen (18) consecutive months will be filled permanently by that incumbent provided that the position is not provisionally vacant due to the permanent incumbent being out long term sick, out on FMLA or backfilling either a temporary or another provisional authorization.

B. If the number of provisionally-assigned employees in the same job classification in a unit must be reduced, the provisional employee in the effected classification within that unit with the least amount of time in the provisional assignment shall be returned to his prior position.

XXXVIII. WORK CLOTHING AND WORK CLOTHING REIMBURSEMENT

The present practice regarding both the supplying and cleaning of uniforms for Operations Supervisors shall continue. Where such items of clothing are not issued by the employer, but are still utilized for the performance of assigned duties, the employer shall continue the practice of authorizing the Operations Supervisor to purchase the necessary items of

clothing and be fully reimbursed for any items of clothing purchased pursuant to that authorization.

XXXIX. SAFETY SHOE ALLOWANCE

Effective January 1, 2005 the annual safety shoe allowance for Operations Supervisors shall be $200.

XL. PRESCRIBED EYEWEAR ALLOWANCE

Effective January 1, 2005, the annual prescribed eyewear allowance for Operations Supervisors shall be $200.

XLI. SAFETY AND HEALTH STANDARDS

A. The employer represents that it attempts to conform with and that it does basically conform with the Occupational Health and Safety Standards promulgated by OSHA.

B. If it is established that the employer does not basically conform with OSHA standards, the employer will make every good faith effort to come into conformance.

XLII. TRANSITCHEK/QUICKCARD PROGRAM

A. General

The Port Authority provides TransitCheks/QuickCards to Operations Supervisors as an incentive to use mass transit in compliance with the intent of the 1990 Clean Air Act Amendment. TransitCheks can be redeemed for tokens, tickets, and passes throughout the Tri-State area for commuter rail lines, subway, bus and ferries. Eligible employees who utilize transit services, other than PATH only, are provided with TransitCheks up to $65 per month that are distributed quarterly. TransitCheks must be redeemed by the expiration date shown on the voucher. Operations Supervisors who use PATH as their only public transit mode for commuting receive monthly PATH QuickCards.

B. Eligibility

1. Operations Supervisors must have completed three (3) months of service at the time of TransitChek/QuickCard distribution. If an employee completes three (3) months' service during the quarter, the employee is not entitled to a

pro rata portion of the TransitCheks/QuickCards. The Operations Supervisor will not receive TransitCheks/ QuickCards until the subsequent quarter's distribution.

2. Operations Supervisors receiving TransitChek/QuickCards will not be eligible to receive commutation passes, except in those cases where the use of a vehicle is necessary to access public transportation. Operations Supervisors will continue to be eligible for E-ZPass.

C. Special Situations

1. An Operations Supervisor must elect to participate in the TransitChek/QuickCard Program and must complete the required certification. An employee who has chosen not to participate in the TransitChek/QuickCard Program may elect to do so at a later date. The Operations Supervisor should contact the Department's TransitChek/QuickCard Coordinator to complete a certification form and will be eligible to receive TransitCheks/QuickCards at the next distribution.

2. Operations Supervisors returning from a leave (Family and Medical, Military, Maternity, Sick, Short-Term Leave of Absence) IOD, or extended vacation (4+ weeks) during the week of distribution of TransitCheks/QuickCards are entitled to a full quarter's allotment. Operations Supervisors returning after the week of distribution are entitled to a prorated amount of TransitCheks/QuickCards based on the time remaining in the quarter.

3. Operations Supervisors who begin a leave (Family and Medical, Military, Maternity, Sick, Long or Short-Term Leave of Absence) IOD, or extended vacation (4+ weeks) during the week of distribution are not entitled to TransitCheks/QuickCards on the day of the distribution. If the Operations Supervisor returns to work prior to the end of the quarter, he is entitled to a prorated amount of TransitCheks/QuickCards based on time remaining in the quarter.

4. Operations Supervisors who receive a full quarter's allotment of TransitChek/QuickCards at the time of distribution because they plan to be here and later in the quarter take a temporary leave (Family and Medical, Military, Maternity, Sick, Short-Term) IOD or extended vacation (4+ weeks) should return unused TransitCheks/ QuickCards.

5. Operations Supervisors who will be leaving the Port Authority permanently for any reason during the week of distribution are not entitled to receive

TransitCheks/QuickCards on the day of distribution. Those employees who plan to leave at a subsequent date within the quarter are entitled to a prorated amount of TransitCheks/QuickCards based on time remaining in the quarter before they leave.

6. Operations Supervisors who receive a full quarter's allotment of TransitCheks/QuickCards at the time of distribution because they plan to be here and later terminate their employment with the Port Authority should return unused TransitCheks and/or QuickCards to their department coordinator.

7. If an Operations Supervisor's mode of travel changes during the year, he is responsible for contacting the Department's TransitChek/QuickCard Coordinator to update his certification. The new allotment will be given out at the next distribution.

XLIII. TUITION ASSISTANCE PROGRAM

A. Policy

1. The Port Authority's Tuition Assistance Program provides an opportunity for eligible Operations Supervisors to improve their skills and job performance and helps to establish a source of trained staff who can effectively contribute to carrying out the mission of the Port Authority. The program encourages Operations Supervisors to obtain formal education on their own time in approved institutions of higher learning by reimbursing them for all or part of their educational costs.

2. In addition to formal, degree-granting programs, the Port Authority may also provide tuition assistance to Operations Supervisors who participate in non-traditional colleges or universities that are state accredited in New York and New Jersey, non-degree courses, certification or licensing programs, or review courses.

B. Eligibility Criteria

1. Undergraduate and Graduate Courses and Program

a. Operations Supervisors are eligible for tuition assistance as herein provided.

b. Department Directors (or their specified designees) will approve applications for tuition assistance only if, in his judgment, the Operations Supervisor's work and attendance have been satisfactory. In addition, the Operations Supervisor must have shown sufficient initiative and promise in his performance to warrant undertaking training at Port Authority expense. Records of previous training or course work will also be taken into consideration.

c. Courses pursued must not interfere with the Operations Supervisor's normal job responsibilities.

d. Tuition assistance for enrollment and continued participation in undergraduate and graduate degree programs or individual undergraduate course must relate to a logical program of individual development within the scope of the Port Authority's activities.

e. Tuition assistance for enrollment in programs that have residency requirements, involve time off from work, and/or travel in connection with studies must be recommended in writing by the Operations Supervisor's Department/Office Director and approved by the Director, Human Resources. The recommendation must stipulate how the required time off from work will be handled (e.g. use of Vacation or Personal Leave time). Excused time may not be granted.

f. Tuition assistance for enrollment and continued participation in doctoral programs must be recommended by the employee's Department/Office Director and approved by the Director, Human Resources. Approval will be granted only if it has been determined that the Operations Supervisor's doctoral degree is a demonstrable necessity directly related to the his specific job functions and responsibilities. Continued participation in the doctoral program must be authorized each semester by the Director, Human Resources. In the absence of such authorization, tuition assistance will not be provided.

g. Tuition assistance for second degrees of the same kind (e.g. second Masters degree) must be approved by the Director, Human Resources.

2. Law School

a. Tuition assistance for law school (for the J.D., L.L.B., or L.L.M. Degree or equivalent) must be recommended in writing by the Operations Supervisor's Department/Office Director, concurred in by the Law Department, and approved by the Director, Human Resources.

b. A member of the Law Department designated by General Counsel interviews applicants submitting initial applications for law school tuition assistance and makes a written recommendation to the Director, Human Resources as to whether reimbursement is warranted, based on an evaluation of the suitability of the Operations Supervisor to attend law school. The recommendation is evaluated by the Director, Human Resources and may be approved only if it has been determined that the degree is a demonstrable necessity directly related to the Operations Supervisor's specific job functions and responsibilities.

c. Law School tuition assistance is subject to the same financial assistance rates set for all other graduate students. The only exception to this is Law Interns who are required to be students in good standing at a recognized law school, and are, therefore, reimbursed 100% for their tuition expenses.

3. Authorization for Special Courses

a. Tuition assistance applications for specialized courses of study such as vocational training for secretarial or general clerical skills, and executive MBA programs require the approval of the Director, Human Resources.

b. If the Department/Office Director determines that an Operations Supervisor should take a course that relates to his current specific job function he may do so outside the purview of this Section. Costs incurred should be paid through the Voucher Check Request process.

c. Correspondence and other home study courses are not qualified for tuition assistance, nor are courses for which Port Authority "in-house" training is available within a reasonable period of time.

C. Coordination with Other Sources of Financial Assistance

1. Operations Supervisors must disclose all other training or educational allowances they are receiving on the Tuition Assistance Application (Form PA 1020).

2. Operations Supervisors who are entitled to receive training or educational allowances from other sources, including fellowships, scholarships, grants-in-aid, or benefits received by veterans and active reservists from government-sponsored programs, may receive financial assistance under the Tuition Assistance Program only after funds from these other sources are fully utilized. Under no circumstances will the Port Authority duplicate any funds obtained from outside sources. If, however, the training allowances from these other sources do not fully cover tuition costs, the Port Authority will provide additional funding up to the full cost of approved courses within the limits specified herein.

3. Failure to comply with the provisions of paragraphs A and B, above, will require restitution by the Operations Supervisor of all funds to which he is not entitled, through a lump-sum payment or payroll deduction, and may also result in disciplinary action.

D. Expenses Qualified for Reimbursement

1. The current schedule of tuition assistance allowances for undergraduate and graduate courses and the tax treatment of such allowances are outlined below:

a. Tuition Assistance Allowances

i. Undergraduate work:

80% of actual tuition costs or up to $125 per credit, whichever is greater, plus qualified fees.

ii. Graduate work:

80% of actual tuition costs or up to $140 per credit, whichever is greater, plus qualified fees.

b. Tax Treatment

The Operations Supervisor is personally responsible for any federal, state and local taxes which may be due under applicable tax laws as a result of having received tuition assistance. Operations Supervisors should contact the Payroll Supervisor in the General Accounting Section of the Comptroller's Department for further information.

2. Fees qualified for reimbursement include:

a. Laboratory fees specifically related to course requirements.

b. Registration fees, when the amount of such a fee is specifically designated by the school attended.

c. General or comprehensive fees up to a maximum of $175 per semester, when an unspecified portion of such a mandatory fee is allocated to registration by the school attended.

3. Parking fees, student fees, and other ancillary fees are not qualified for reimbursement under this Program.

4. Expenses for books, equipment, supplies, materials, travel and room and board are not qualified for reimbursement under this Program.

E. Tuition Assistance Payments

1. Tuition assistance payments are authorized by the Operations Supervisor's Department/Office Director or their specified designee upon receipt of proof of payment and certification of having achieved a grade of "C" or better at the undergraduate level or "B" or better at the graduate level for each course taken, provided the Operations Supervisor is still employed by the Port Authority on the date the course is completed. Payment will be made for "Pass" or "Complete" grades when it is the policy of the school to grade courses with "Pass" - "Fail" or "Complete" - "Incomplete" designations.

2. Requests for payment must be made within one (1) year from the original course completion date shown on the application.

3. Payments for any programs which do not fall into the category of university or college course work will be made only upon receipt of evidence of payment and certification that the Operations Supervisor successfully completed the course of study.

F. Financial Hardship

1. If an Operations Supervisor demonstrates financial hardship that would prevent him from pursuing an education within the limits of this Section, the Operations Supervisor may apply for advance payment of educational expenses by the Port Authority. Advance payment must be requested by the Operations Supervisor in a memorandum to his Department/Office Director, who may approve or disapprove the request. Approval authority for this payment may not be delegated.

2. In the event an Operations Supervisor granted this privilege fails to maintain his employment and/or minimum grade qualifications for any course(s) for which expenses were advanced, he must repay the Port Authority in the amount of the advance. It is the Operations Supervisor's department's responsibility to inform the Comptroller regarding repayment of the individual advance. Repayment time should not exceed a reasonable number of pay periods.

G. Procedures

1. Tuition Assistance applications will be maintained at each facility.

2. Operations Supervisors shall forward a completed Tuition Assistance application (PA Form 1020) current school catalogue and other support documents in duplicate to his Supervisor at least two (2) weeks before the course(s) begins.

3. The Supervisor will review the application, sign and forward the application to the Department/Office Director or his designee for review.

4. If, for valid reasons, the Operations Supervisor cannot meet the two (2)week deadline, a memorandum explaining the delay must be submitted to the his Supervisor who will also forward it to the Department/Office Director.

5. The Department/Office Director or his designee will approve or disapprove the application (stating reasons for disapproval) and return PA Form 1020 and documents to the Operations Supervisor.

XLIV. WORLD TRADE CENTER RETENTION INCENTIVE COMPENSATION

The permanent salary adjustment provision of the Port Authority's Retention Incentive Compensation as enumerated in the Executive Director's memorandum dated December 5, 2000 and the World Trade Department Director's memorandum dated December 6, 2000, as set forth in Appendix L and Appendix M, shall remain effective for those Operations Supervisors receiving this compensation. This permanent salary adjustment shall continue to be incorporated into the base hourly rate of the affected Operations Supervisors and be paid as part of the employee's bi-weekly salary.

XLV. PAYCHECKS

A. The Port Authority shall provide bi-weekly paychecks to Operations Supervisors on Port Authority paydays. The Port Authority shall continue to issue checks on an early distribution basis and on an advance basis for vacation or days off when requested by the Operations Supervisor. In the event a check is lost through no fault of the Operations Supervisor, the original check will be cancelled and a replacement check will be issued to the Operations Supervisor for the net amount due for the pay period. Checks will continue to be distributed to the individual Operations Supervisor's assigned facility. All other current pay practices will remain in effect.

B. Operations Supervisors shall be permitted to exercise the option to participate in the direct payroll deposit system provided to Port Authority managerial, administrative and clerical employees on the same basis as such employees. Should either the Port Authority or the provider of such system decide, for any reason, to terminate that system for Port Authority managerial, administrative and clerical employees, it will be terminated for Operations Supervisors.

XLVI. DEFERRED COMPENSATION PLAN

During the term of this Memorandum of Agreement, so long as the Port Authority offers to any of its employees a deferred compensation plan pursuant to 26 U.S.C. Section 457, Operations Supervisors shall be eligible to participate in such Plan.

XLVII. PETTY CASH REIMBURSEMENT

Petty cash reimbursement will, pursuant to established practice, be processed through a facility designated petty cash custodian. Following the execution of this Memorandum of Agreement, the parties agree to engage in negotiations in regard to petty cash reimbursement and the processing of petty cash payments through the PeopleSoft System.

XLVIII. MILEAGE ALLOWANCE

A. Mileage allowances and reimbursement for parking and tolls shall continue to be paid in accordance with the policies set forth in AP 15-3.05, Use of Employee-Owned and Rented Vehicles, Taxis and Car Service, as set forth in Appendix N, except that the mileage allowance shall be the maximum permissible standard mileage rate for business as provided by Internal Revenue Service Regulations and as adjusted over time pursuant to 26 CFR/I.274-5T or successor provisions of the Internal Revenue Code or Regulations.

B. Notwithstanding Section III (A) (2) (c) of AP 15-3.05, the use of an Operations Supervisor's own vehicle for commuting to and from work on a scheduled regular day off (RDO), vacation day, personal leave, compensatory time, holidays or on call-ins, shall continue to be considered authorized use for which the mileage allowances and reimbursement for parking and tolls set forth in Paragraph A above apply.

C. Upon the execution of this Memorandum of Agreement, Operations Supervisors identified as Instructors or Training personnel, required to set-up training, provide, participate in, and/or receive training, at facilities other than their assigned Port Authority facility, will receive an additional two (2) hours of pay at overtime rates. Mileage and meal reimbursement for this travel will remain in effect.

XLIX. PRE-RETIREMENT PROGRAM

The Port Authority shall continue a Pre-Retirement Program formulated to meet the needs and objectives of retiring Operations Supervisors. Operations Supervisors may enroll in this Program after attaining age fifty (50) and may do so only once. The Program will be run during normal office hours and Operations Supervisors will be granted excused time to attend this Program when their work schedule conflicts with the scheduled Program.

L. RETIREMENT

A. Subject to applicable law, retirement benefits for Operations Supervisors shall be those provided under the programs applicable to Port Authority employees pursuant to the New York Retirement and Social Security Law. Eligible Operations Supervisors shall continue to be covered by the provisions of the "Improved Career Retirement Plan" established by Section 75-i of the New York Retirement and Social Security Law.

B. Any longevity, shift differential, premium, or other payments made to Operations Supervisors pursuant to this Memorandum of Agreement, shall not constitute base salary for the purposes of this Memorandum of Agreement but shall be reported to

the New York State Employees' Retirement System as compensation for retirement allowance computation purposes to the extent said system includes such payment for retirement allowance computation purposes.

LI. PORT AUTHORITY REQUIRED LICENSES AND CERTIFICATIONS

When an Operations Supervisor is required by the Port Authority to possess a license or certification (including but not limited to, CDL, Shotgun and Instructor Certification), the Port Authority shall reimburse the Operations Supervisor for the costs of obtaining and renewing the license or certification including any required endorsements. The Port Authority will further provide Operations Supervisors with excused time with full pay and benefits for the taking of any test required to obtain or maintain any license, certification or required endorsement and renewal, so long as the endorsement and renewal are required by the Port Authority.

LII. SCHEDULE LINE PICKS

A. On or before November 1st of each calendar year the scheduled lines setting forth tours of duty and scheduled regular days off for the upcoming calendar year shall be published for selection.

B. Schedule line picks will include all positions in the same class title within a unit.

C. Schedule line picks, except as provided for in paragraph F. below, shall be made in order of seniority; seniority being defined as the most senior Operations Supervisor in that particular class title.

D. The Operations Supervisor will have a maximum of three (3) working days to effectuate his selection. If the employee does not effectuate his selection within three (3) working days, he forfeits his right to select unless he is on vacation, sick or leave of absence for the entire three (3) working day period. In that event, the Operations Supervisor will be provided with a copy of the scheduled lines at his address on file with the Human Resources Department. The Operations Supervisor will have three (3) calendar days to effectuate his selection after receipt of his scheduled lines.

E. Upon completion of schedule line picks, vacation picks shall be made in accordance with Section XVI, paragraph 7. of this Memorandum of Agreement.

F. Schedule line picks for employees working twelve (12) hour tours, if applicable, shall include vacation periods and shall include all positions in the same class or title within a unit. Schedule line picks shall be made in order of Port Authority seniority.

Time periods to effectuate selection shall be made in accordance with paragraph D. above.

LIII. TRANSFER PROCEDURE

A. Two (2) separate transfer lists will be established as follows:

1. *Group A* Transfer List - will be comprised of the following facilities and/or departments; GWB/BS, LT, HT, SIB, PABT, PATC, Port Commerce, WTC, and Real Estate.
2. *Group B* Transfer List - will be comprised of the following facilities and/or departments; JFK, LGA, EWR/NLIA, the Downtown Manhattan Heliport and Port Commerce.

B. Definition

For the purposes of this Section, " Transfer" shall be defined as the voluntary movement of an Operations Supervisor from a permanent authorized position/job classification in one facility within a designated Group Transfer List (A or B) as described above, to another permanent authorized position/job classification in the same permanent title within that same designated Group Transfer List (A or B).

C. Establishment of Transfer Lists

1. Operations Supervisors in the twenty (20) positions identified in Section XXXI of this Memorandum of Agreement will be afforded the first opportunity to be placed on a transfer list prior to the initial establishment of the transfer lists as described herein. Rank order on a transfer list for employees in the twenty (20) positions shall be based upon seniority in title/job classification.
    a. From the fifteenth (15th) day to the forty-fifth (45th) day following execution of this Memorandum of Agreement, Operations Supervisors may request placement on Group A Transfer Lists. Operations Supervisors so requesting will be ranked on the respective transfer lists based upon seniority in title/job classification.
    b. Effective December 1, 2006 through December 31, 2006, Operations Supervisors may request placement on Group B transfer lists. Operations Supervisors so requesting will be ranked on the respective transfer lists based upon seniority in title/job classification.

2. Hereafter transfer lists shall be established as follows: Forty-six (46) days after execution of this Memorandum of Agreement an employee wishing to place his name on Group A Transfer Lists shall follow the procedure as set forth below; Effective January 1, 2007 an employee wishing to place his name on Group B Transfer Lists shall follow the procedure set forth below.

D. Application Procedure

1. An Operations Supervisor may apply for placement on a Group A or B Transfer List by submitting the request, in duplicate, to the Human Resources Department. A time stamped copy of the request will be returned to the employee. Operations Supervisors shall be placed on the list according to the date the request was submitted. The Human Resources Department will maintain the Group A and Group B Transfer Lists.

2. In the event a vacancy occurs in a permanent authorized position (construction, staff, units, etc.) at a facility, the vacancy will first be offered to currently assigned Operations Supervisors who are qualified within the same permanent title/job classification at that facility by seniority in title. The subsequent vacancy at the conclusion of this process will be filled from the appropriate transfer list in accordance with this transfer procedure, beginning with the first ranked employee, and continuing until the vacant position is filled.

3. All employees who:

   a. hold a permanent Operations Supervisor position, and

   b. have a minimum of one (1) year both in their present assignment and facility, and

   c. who meet Junior/Senior Operations Eligibility Requirements for a vacant position, may apply for a transfer.

4. Once contacted and offered a transfer an Operations Supervisor has forty-eight (48) hours to accept or reject the transfer. If he fails to respond within the requisite time period such failure will be deemed a declination. If an Operations Supervisor declines a transfer when it is offered to him his name will be removed from that transfer list.

5. Transfer requests are made to a facility and not to a specific unit or tour of duty within a facility.

6. If an Operations Supervisor voluntarily transfers to one of the facility(ies) requested, he may remain on any other transfer list, however he may not accept a transfer until he has completed one (1) year at the new facility of assignment. In the event an Operations Supervisor is offered a transfer prior to completion of the requisite one (1) year time period at his new assignment he will remain frozen on the list unless he declines the transfer.

7. Operations Supervisors transferred for disciplinary purposes may not transfer back to the facility from which they were transferred for a period of two (2) years unless the time period is modified by the Hearing Officer in the Disciplinary action.

8. Transfer requests will expire three (3) years from the date of receipt by the Human Resources Department. If an Operations Supervisor elects to remain on the list and retain his ranking a renewal transfer request form must be submitted to the Human Resources Department by the Operations Supervisor at least thirty (30) calendar days prior to the expiration of the three (3) year period.

9. Operations Supervisors who have a below standard rating on their Performance Management Record (PMR) will not be eligible to transfer until such time as their rating is standard or above. Such Operations Supervisor will retain his position on the transfer list. If an Operations Supervisor's PMR is outdated, or has not been prepared in substantial compliance with the then effective guidelines the employee will remain eligible for a transfer, notwithstanding a below standard rating on an outdated Performance Management Record.

10. In the event no transfer list exists, or no Operations Supervisor accepts a transfer, and the vacant authorized position results in a requirement to promote, the vacant authorized position shall be filled in accordance with the standard Human Resources Department procedures with qualified employees being eligible to participate.

LIV. AWARDS

A. Medal Awards

1. The Port Authority Medal Review Board will approve or reject all medal award recommendations that are received by the Board between the period of the last Medal Review Board meeting and the date of the subsequent Medal Review Board meeting. If the Port Authority Medal Review Board approves a medal award recommendation, the recipient of that award shall immediately

receive additional vacation days, if any additional days are associated with the medal award. Any additional vacation days shall be granted in the calendar year the medal award recommendation is approved by the Port Authority Medal Review Board, and if applicable, in each calendar year thereafter.

2. All medal award recipients, active as well as retired, will be invited to receive their medal award, if and when, a medal award ceremony is conducted by the employer. Medal award nominees unable to attend a medal award ceremony will have their medal award forwarded to them by the Port Authority.

B. Service Awards

In recognition of an Operations Supervisor's contribution to the Port Authority, Service Award Certificates in the values as set forth below are given to them on or about the anniversary date of their employment.

5 years	$ 50.00
10 years	$ 75.00
15 years	$110.00
20 years	$165.00
25 years	$220.00
30 years	$350.00
35 years	$500.00
40 years	$550.00
45 years	$550.00

LV. EMPLOYEE FILES

A. Prior to a memorandum containing derogatory information or statements being placed into the Operations Supervisor's file(s), a copy will be given to him for his information. Every Operations Supervisor is entitled to the opportunity to rebut any written derogatory information or statements placed in his file(s). If the Operations Supervisor so desires, he may write a statement in rebuttal of any allegations and this material will be attached to the written material prior to it being placed in the Operations Supervisor's file(s).

B. Time limits for removal of derogatory materials in an Operations Supervisor's file(s) are set forth in Section XXVI, Disciplinary Procedure, paragraph III. subparagraph A.8 of this Memorandum of Agreement and shall apply to counseling letters or similar

documents. An Operations Supervisor shall acknowledge receipt of counseling letters or similar documents or if such Operations Supervisor refuses to so initial, such refusal shall be duly noted. If written derogatory material of any type is placed in an Operations Supervisor's file(s) and has not been used as a basis for disciplinary action within the time limits in the Disciplinary Procedure referenced immediately above, such derogatory material shall not be used in any disciplinary action. Upon request by the affected Operations Supervisor or a PAFSA representative, such derogatory materials will be removed from the Operations Supervisor's file(s).

C. In any situation in which an Operations Supervisor is found not guilty or in which such complaint has been determined to be unfounded, such complaint or charge, if any, in the employee's file(s) will be removed and destroyed.

D. When an employee has been charged with a violation of Port Authority Rules and Regulations and the final disposition of any of the Charges/NOI are other than "Sustained", all records and documentation pertaining to any of those Charges/NOI "Not Sustained" shall, at the request of the employee or PAFSA representative, be removed from the employee's file(s) immediately upon final disposition and destroyed.

E. Operations Supervisors, or their representatives, with the employee's written permission, may examine their own employee file(s) by making arrangements in advance with appropriate personnel. Documents may not be removed, but copies may be made, if necessary.

F. No unauthorized person shall have access to the employee file(s) of an Operations Supervisor.

LVI. MEDICAL DATA

The Port Authority Office of Medical Services will provide an Operations Supervisor with a copy of his medical data upon written request.

LVII. PARKING

The Port Authority shall provide designated free parking for Operations Supervisors at their assigned Port Authority facilities.

LVIII. CREDIT FOR PRIOR PORT AUTHORITY SERVICE

A. Operations Supervisors who achieve ten (10) consecutive years of full-time Port Authority service, either prior to leaving or subsequent to returning, may be granted credit for prior service, regardless of the break in service.

B. A resignation or reduction in force constitutes a break in service. Paid or unpaid medical absences, Vacation, Excused Absences, Military Leave, Maternity Leave, Family Leave, Short-Term Ordinary Leave, mobility to outside organizations and suspensions without pay do not constitute breaks in service.

C. Increased benefits, such as vacation allowance, that may result from the application for consolidation of service credit will begin in the year in which the Director, Human Resources Department approves the request and will not apply to prior years.

LVIX. CONTRACT BOOKLETS

A. The Port Authority, at its sole expense, shall furnish PAFSA with 325 copies of this Memorandum of Agreement within thirty (30) days after the execution of this Memorandum of Agreement.

B. This Memorandum of Agreement, including all documents annexed thereto, shall be provided to the PAFSA President on computer disk.

LX. CONFIDENTIALITY

Except as required by applicable law, the Port Authority shall not disclose to any agency, person, corporation, etc., public or private, the personal telephone numbers, social security number or home address of any Operations Supervisor without his written consent.

LXI. INDEMNIFICATION

The Port Authority shall indemnify and defend all Operations Supervisors against civil liability for actions taken within the scope of their employment if such Operations Supervisor has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and has fully cooperated in the defense thereof and has given the General Counsel of the Port Authority prompt notice of the claim or action against him.

LXII. MISCELLANEOUS

A. Upon request, appropriate Human Resources Department staff will be available to meet with PAFSA representatives to discuss benefit coverage or other similar benefits available to Operations Supervisors.

B. Consistent with current practice, during a snow emergency or other type of emergency when Operations Supervisors are required to work, a clean single occupant per room hotel/motel accommodations shall be provided for the rest hours during the emergency at no cost to the Operations Supervisor.

C. Negotiations between the Port Authority and PAFSA with respect to a successor Memorandum of Agreement shall commence on or about March 31, 2007.

D. Upon execution of this Memorandum of Agreement, unless specifically set forth herein, Human Resources Procedures will no longer apply to Operations Supervisors.

LXIII. RE-OPENER

If during fact finding for a successor agreement with PAFSA the Port Authority reaches a successor agreement with the Port Authority Field Maintenance Supervisors Association (PAFSA), which has terms and conditions of employment which are greater than those being offered to PAFSA, then PAFSA shall have the option to request those items be negotiated with the Port Authority.

LXIV. PRIOR LETTERS OF AGREEMENT

The provisions of prior letters of Agreement, annexed hereto, shall be deemed incorporated into the body of this Memorandum of Agreement.

LXV. AGREEMENT ADMINISTRATION

A. The Port Authority agrees to make available to PAFSA all relevant data they may require to negotiate collectively and to properly administer this Memorandum of Agreement.

B. The Port Authority will provide an enclosed bulletin board (at least 30 inches X 36 inches) at each facility for the exclusive use of PAFSA. PAFSA will maintain the bulletin boards, and will not post on the bulletin board any matter derogatory to the employer or to any employee.

C. The Port Authority will provide PAFSA with a copy of the minutes of the meetings of the Board of Commissioners and Committees thereof adopted after the execution of this Memorandum of Agreement and of all current and future PAIs, APs, OPIs, TBIs and Office Memorandum or similar directives affecting Operations Supervisors.

D. The Port Authority will provide quarterly to the designated PAFSA representative by means of computer disc the dates of birth, current addresses, and the marital and parental status of Operations Supervisors as such information is reflected in the Port Authority files to the extent it is authorized and/or permitted by law.

E. The material specified in paragraphs C. and D. shall be mailed to the designated PAFSA representative and shall be provided at no cost to PAFSA. With the exception of office memoranda or similar directives affecting Operations Supervisors, said materials shall be mailed Registered Mail or Certified Mail, Return Receipt Requested.

F With adequate notice to the Facility Manager, the President of PAFSA or his designated representative shall have exclusive visitation rights at Port Authority facilities for the purpose of administering this Memorandum of Agreement and explaining PAFSA services and programs.

G. The Human Resources Department will immediately notify PAFSA in writing upon hiring an Operations Supervisor, or promoting a Port Authority employee into an Operations Supervisor position covered by this Memorandum of Agreement.

H. The Port Authority will furnish PAFSA with a complete listing of every authorized permanent position and position number and a complete listing of every provisional position and position number for Operations Supervisor classes represented by PAFSA. The Port Authority will also provide PAFSA with a listing identifying the facility locations for each authorized permanent position and every provisional position, the name of the incumbent(s) in these positions and their Port Authority employee numbers. The above information shall be provided to PAFSA no later than fourteen (14) days following the execution of this Memorandum of Agreement. Thereafter, PAFSA will be continually provided with updated listings, provided for herein, whenever there is a change in authorized permanent positions, provisional positions and/or the incumbents filling these positions.

LXVI. DUES CHECKOFF

Upon presentation to the Labor Relations Department of a dues checkoff authorization card signed by an Operations Supervisor, the Port Authority shall deduct from the compensation paid to the Operations Supervisor such dues and assessments as may be so authorized by PAFSA. The amounts so deducted shall be remitted to the designated representative of PAFSA bi-weekly. With each separate remittance the Port Authority will send PAFSA a report showing all individuals in the dues checkoff, their employee number, class code and the amount deducted from each employee.

LXVII. REPRESENTATION FEE

A. Representation Fee

During the term of this Memorandum of Agreement, Operations Supervisors who are not subject to dues checkoff in accordance with Section LXVI of this Memorandum of Agreement (hereinafter for purposes of this Section called "non-members") shall have deducted from their wages or salary and forwarded to PAFSA a representation fee in a manner and in an amount as provided below.

B. Representation Fee Amount

At least two (2) standard pay periods before any modification to the existing representation fee to be deducted, PAFSA shall notify the Port Authority in writing of the representation fee sum to be deducted from non-members' wages and salaries, but in no event shall such fee exceed 85% of the membership dues and assessments of PAFSA. Any change in the amount of the representation fee to be deducted shall be made upon written notification by PAFSA to the Labor Relations Department.

C. Representation Fee Deduction

The representation fee shall be deducted from non-members' wages or salary in bi-weekly installments. The total amount of representation fees so deducted shall be transmitted bi-weekly to the designated PAFSA representative along with the membership dues and assessments deducted pursuant to Section LXVI of this Memorandum of Agreement.

Representation fee deductions from the wages or salary of a non-member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the non-member's placement in or re-entry into any Operations Supervisor title.

If PAFSA submits a member's signed dues checkoff authorization form in accordance with Section LXVI of this Memorandum of Agreement, the Port Authority shall cease deducting the representation fee and commence deducting membership dues and assessments on or after but in no case sooner than two standard pay periods following the filing of such signed dues checkoff authorization form.

LXVIII. PAFSA BUSINESS

Time off for PAFSA representatives to conduct PAFSA business and for purposes of employee representation will not be unreasonably denied. Such time off will be in accordance with Information Bulletin No. 23, as set forth in Appendix O, supplemented as follows:

1. During regularly scheduled work hours and in addition to excused time otherwise provided for in this Memorandum of Agreement, PAFSA representatives shall be allowed reasonable time away from regular duties with pay and benefits as set forth below:

   a. To attend meetings called by management.
   b. To attend meetings with management for negotiation of a successor Memorandum of Agreement.
   c. To investigate and process Improper Practices and to process them at the appropriate organizational levels.
   d. To represent employees in the covered membership at all grievance, disciplinary and medical hearings or proceedings.
   e. To attend hearings and other proceedings of the Port Authority Employment Relations Panel.
   f. Upon invitation, the President or designee may attend Port Authority sponsored ceremonies or events including, but not limited to Medal Award or Service Award ceremonies and events.
   g. The President or his designee may attend the funerals of active and retired PAFSA members, their spouses, children and parents.
   h. The President or his designee may attend bi-monthly Port Authority Labor Council Meetings.

LXIX. HOURS OF WORK

Operations Supervisors shall have regularly assigned days off each week and such days off shall be in accordance with the Operations Supervisor's current work schedule. Work schedules for Operations Supervisors shall be based on 2080 hours (i.e., 52 weeks x 40 hours) per calendar year (January 1st through December 31st).

LXX. FAIR LABOR STANDARDS ACT (FLSA)

In the event the maximum hours provisions of the Fair Labor Standards Act (FLSA) become applicable to Operations Supervisors, the parties agree to meet and negotiate over all mandatory subjects of bargaining arising out of the applicability of the FLSA to the members of PAFSA.

LXXI. SAVINGS CLAUSE

A. If any provision of this Memorandum of Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Memorandum of Agreement.

B. All provisions of this Memorandum of Agreement, including but not limited to wages, benefits, and all other conditions of employment, unless otherwise amended, shall remain in full force and effect until a successor Memorandum of Agreement is executed.

LXXII. PERFORMANCE MANAGEMENT

A. The Performance Management Review Process which applies to all Operations Supervisors is an essential tool that clearly delineates the roles and responsibilities of the employee and the agreed upon performance objectives and measures.

B. Procedures

1. The employee and his supervisor meet annually to develop the employee's performance objectives, which should be defined in terms of outcomes required or results expected. The employee signature is required to indicate discussions regarding his performance objectives have been conducted.

2. At the end of the review period, the employee and his supervisor meet to discuss the Operations Supervisor's performance. The discussion may include but is not limited to the employee's achievements, competencies, training and developmental needs. The Operations Supervisor signs the review acknowledging he is aware of the contents. If the Operations Supervisor disagrees with the rating he should indicate the area(s) of disagreement and the reasons he disagrees.

3. If the Operations Supervisor's performance or performance objectives change during the review period, an interim review may be conducted.

4. The Operations Supervisor receives a copy of the completed appraisal, and a copy is maintained in the employee's personnel folder.

*In the event the Port Authority negotiates with PAMSA different contractual language regarding PMR's, then PAFSA may elect to accept the PAMSA language.

LXXIII. E-Z PASS PROGRAM*

A. Personal passes and commutation passes for free use of Port Authority tunnel and bridge facilities shall continue to be provided to Operations Supervisors until December 31, 2006.

B. The number of free passages at Port Authority tunnel and bridge facilities and the free use of parking lots at Port Authority airports for Operations Supervisors shall not be less than is currently provided.

C. The E-ZPass Program has been implemented at Port Authority airport parking lots for which free use is provided. Employees may use the non-revenue E-Z Pass tag at certain Port Authority parking lots for various timeframes for free use (see Aviation Department's intranet website or the department administrator for a current schedule of which airport parking lots are available for employee parking). The available airport parking lots may be modified from time to time.

D. As of January 1, 2007, Operations Supervisors will be enrolled in the Port Authority Employee/Retiree E-Z Pass Program for use at Port Authority facilities without payment of administrative fees or deposit. This Program shall replace the personal and commutation pass program in effect prior to this date, however, passes previously issued will continue to be honored. In addition, Operations Supervisors shall have the option to activate his employee E-Z Pass for use at non-Port Authority facilities. If the Operations Supervisor elects to activate his employee E-Z Pass for use at non-Port Authority facilities, he will be required to pay any fees or deposits mandated by E-Z Pass and must comply with all terms and conditions of use imposed by E-Z Pass.

*In the event the Port Authority negotiates with PAMSA an E-Z Pass Program with different contractual language or benefit(s), then PAFSA may elect to accept the PAMSA language.

LXXIV. TERM OF MEMORANDUM OF AGREEMENT

The term of this Memorandum of Agreement shall commence January 1, 2003 and expire September 30, 2007.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

BY: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

UNITED SERVICE WORKERS UNION – INTERNATIONAL UNION OF JOURNEYMEN AND ALLIED TRADES (USWU-IUJAT) LOCAL 111S – PAFSA

BY: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: William Morrison

WITNESS: _____

DATE: 7-19-06

THE PORT AUTHORITY OF NY & NJ

225 PARK AVENUE SOUTH
NEW YORK, NY 10003-1604

EXHIBIT 1

NOTICE

All are hereby notified that pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction The Port Authority of New York and New Jersey intends to grant exclusive recognition to Transportation, Communications International Union, AFL-CIO, CLC, without an election for the representation of a negotiating unit composed of employees of the Port Authority in the job titles listed below with regard to terms and conditions of employment:

Aviation Operations Trainee
Junior Operations Supervisor
Operations Services Supervisor
Tolls Supervisor
Operations Group Supervisor
Patron Services Group Supervisor
Assistant Airport Duty Supervisor
Chief Tolls Supervisor
GWBBS Operations Supervisor
Patron Services Unit Supervisor
General Operations Supervisor
General Patron Services Supervisor
Assistant Chief Operations Supervisor
Chief Operations Supervisor

Dated: September 23, 2002

By: H Zilauf

This notice shall remain posted for ten (10) consecutive days from the date of posting and shall not be altered, defaced or covered by any other material.

D.T.H.

HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION
435-2832

APPENDIX A

CLASS TITLE AND SALARY RANGES OF OPERATIONS SUPERVISORS COVERED BY MEMORANDUM OF AGREEMENT WITH USWU - LOCAL 111S (PAFSA)

CLASS CODE	CLASS TITLE	SALARY RANGE
6007/6100	Jr. Operations Supervisor	FS-2
6009	Operations Services Supervisor	FS-3
6301	Tolls Supervisor	FS-3
6008	Patron Services Group Supervisor	FS-4
6010/6910	Operations Group Supervisor	FS-4
6020	Asst. Airport Duty Supervisor	FS-5
6012/6015	General Operations Supervisor	FS-7
6014	Asst. Chief Operations Supervisor	FS-8
6013	Chief Operations Supervisor	FS-9

NOTE: The Qualifications Section of each of the above listed Class Titles are not arbitable and shall not be subject to the Grievance Arbitration Procedure contained in this Memorandum of Agreement.

Specification No. 6100

Date Originally Issued 6/69

Date Revised XXXX

CLASSIFICATION: Junior Operations Supervisor

A. CHARACTERISTICS OF CLASS:

In the series of terminal services classes, this class is immediately responsible for coordinating taxi attendant services. The duties require a thorough knowledge of bus terminal activities, the geography of New York City and the surrounding area, and the ability to effectively lead subordinates. The incumbents in this class normally work under guidance and the work is primarily guided by oral instructions.

Essential characteristics of positions in this class are:

1. Must be knowledgeable and sensitive to the problems and environment of disadvantaged and minority group people.

2. Must be able to handle the public effectively and to plan adequate public service performance.

3. Coordinates Taxi Attendant program and is supervisor of the Taxi Attendant and possibly other bus terminal activities.

4. Maintains contact with various agencies in communities from which the Taxi Attendants are recruited.

B. RELATIONSHIPS TO OTHER CLASSIFICATION:

As compared to higher-rated classes such as Operations Service Supervisor, who is responsible for supervising a daily operation involving small to large groups of semi-skilled to skilled operations employees; the Junior Operations Supervisor in addition to being a supervisor over a small group of unskilled employees, performs a public service in his dealings with outside agencies and surrounding communities.

As compared to similar-rated classes such as Maintenance Labor Foreman who is the first level supervisor over a large sanitation work force on an assigned shift; the Junior Operation Supervisor spends lesser amount of time in supervision but is responsible for providing guidance to Taxi Attendants in their relationships with home, school, and community.

As compared to lower-rated classes such as Bus Terminal Operations Assistant who is the lead worker over a Dispatch operation with skilled employees principally deals with bus carriers, the Junior Operations Supervisor deals with unskilled temporary part-time work but constantly deals with the community.

C. WORK RELATIONSHIPS:

Receives work assignments from an Operations Service Supervisor who reviews his work daily.

D. MAJOR FUNCTIONS (TYPICAL DUTIES):

1. Supervises Taxi Attendants and Senior Taxi Attendants in their daily activities.

2. Schedules, observes, and acts as liasion between Bus Terminal Taxi Attendants and the Port Authority, their parents, their schools, referral agencies, and local police precincts.

3. Trains new Taxi Attendants in their duties, responsibilities, and facility operations in addition to social training such as consumer economics, etiquette and personal budgeting of pay.

4. Is responsible for the issuing of uniforms to Taxi Attendants, and assumes that they are maintained and worn properly.

5. Handles patron grievances arising from the Taxi Attendant operation.

6. Works closely with the Personnel Department in recruiting and maintaining the Taxi Attendants staff at the prescribed level.

7. Assists in the overall direction of the Taxi Attendant program and makes recommendations for changes both in concept and in operations.

8. May assist Operations Service Supervisor in the administration and supervision over other aspects of the Port Authority Bus Terminal operations.

E. SPECIFIC RESPONSIBILITIES:

1. Human Resources:

Supervises a group of approximately 16 Taxi Attendants and Senior Taxi Attendants.

2. Public Relations:

This position is heavily weighed with this aspect as he constantly deals with parents, schools, referral organizations, and police referrals of the community from which the Taxi Attendants come. He and his staff also have constant contact with public passengers.

3. Physical and Financial Resources:

None

4. Decisions:

In making his daily decisions, he must be sensitive to the problems of the Port Authority, its Bus Terminal activities and the effect on his

Taxi Attendants and their community in his hiring of Taxi Attendants, recommending who is to continue working, who is to be promoted, or who is to be terminated.

5. Planning:

Schedules and coordinates the activities of the Taxi Attendant program on all assignment shifts.

F. KNOWLEDGE AND ABILITY REQUIREMENTS:

1. Knowledge and Ability

Understand and be sensitive to environmental problems of disadvantaged and/or minority group people.

Understand and follow written and oral instructions.

Ability to supervise and assign shifts of Taxi Attendants.

Knowledge of Bus Terminal procedures and operations.

Understanding of manpower and scheduling requirements.

Knowledge of the needs of the public as far as courtesy and promptness are concerned.

2. Physical Effort:

Normal field supervisory work.

3. Mechanical Skills:

None

4. Working Conditions:

Normally a five day - day shift operation

5. Special Requirements

None

G. QUALIFICATIONS:

1. Education:

Graduation from a four year standard high or vocational school or possess a recognized high school equivalency diploma. College level courses in social, urban, and community problems are desirable.

2. Experience:

Five years full time terminal operations work experience with at least three years at the level of Information Agent II, Lobby Information Agent I, Baggage Man II or their equivalent.

Specification No. 6007
Date Issued: 3/78

CLASSIFICATION: Junior Operations Supervisor

A. CHARACTERISTICS OF CLASS:

In the series of operations supervisor classifications, the Junior Operations Supervisor performs a variety of first-line supervisory duties at the World Trade Center Observation Deck.

Essential characteristics of the class are:

1. Functions as the first-line supervisor of WTC Observation Deck operations on a single rotating shift.

2. Supervises an operations force of up to approximately 35 Guides and Cashiers.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to the higher graded Operations Services Supervisor, the Junior Operations Supervisor is responsible for operations of a more routine and less complex nature, and performs a lesser variety of functions as indicated below.

As compared to the similarly graded Tolls Supervisor, the Junior Operations Supervisor is responsible for operations of comparable scope and complexity, but in connection with the WTC Observation Deck rather than toll collection at T&B facilities.

C. WORK RELATIONSHIPS:

Works under the supervision of the Patron Services Coordinator; work is performed within existing rules, regulations and oral instructions, but requires the use of judgment in making operational changes or handling unusual problems.

Supervises an operations force consisting of Guides and Cashiers, with responsibility for staff training, evaluation and discipline. Effectively recommends the termination of staff.

Maintains effective working relationships with WTC operations, maintenance and Police personnel on matters of mutual concern.

D. MAJOR FUNCTIONS (TYPICAL DUTIES):

1. Checks Observation Deck Guides and Cashiers in for assigned shifts. Sees that uniforms are neat and that Cashier's change bank is in order. Assigns Guides to posts and, in the event of unauthorized absence of a Guide, rearranges posts and/or attempts to call in off-duty Guide.

2. Stocks ticket machines and checks physical condition of Deck and operating equipment. Makes decision as to roof platform opening or closing and posts visibility.

D. MAJOR FUNCTIONS (TYPICAL DUTIES): (cont'd)

3. Observes and supervises Guides and ticket sales. Assists Guides and/or Cashiers in handling unusual problems such as requests for refunds, patrons in distress, or lost children. Notifies police on matters requiring their attention.

4. Evaluates patron demand and waiting times and, where necessary, uses additional elevators for egress, changes queuing lines, or shuts off access to either 107th floor or roof platform to conform with Fire Code requirements.

5. Issues refunds and/or complimentary admission passes when patron dispute would be detrimental to smooth operation or favorable public relations.

6. Prepares shift schedules, relief periods, regular days-off, etc.

7. Oversees check-out of Cashiers and Guides at end of shift, and assures completion of all sales reports. Collects revenues from binoculars and maintains all revenue reports. Prepares all deposit reports and makes all cash deposits; also picks up operating funds from bank, and when necessary on holidays and weekends buys change from other Port Authority facilities as required.

8. Instructs and trains all Guides and Cashiers in duties and rules and prepares monthly personnel evaluation for Patron Services Coordinator.

9. Performs related duties as required.

E. SPECIFIC RESPONSIBILITIES:

1. Human Resources: Responsible for the supervision of subordinate staff on assigned shift, including training, evaluation and discipline; effectively recommends termination of employees if required.

2. Public Relations: Responsible for the maintenance of favorable patron relations and the efficient handling of operational and patron problems.

3. Physical and Financial Resources: Responsible for the collection, accounting and security of both revenues and change banks.

4. Port Promotion and Protection: Not applicable.

5. Decisions: Responsible for operating decisions to insure patron satisfaction and safety and efficient operations (e.g., patron traffic flow, waiting times).

6. Planning: Responsible for planning activities on assigned shift, establishing work priorities as required.

F. KNOWLEDGE AND ABILITY:

1. Knowledge: A thorough knowledge of the rules and regulations governing the operation of the Observation Deck is required, as is knowledge of the supporting maintenance and security services. Ability to deal with patrons and resolve problems on an immediate basis is also essential.

F. KNOWLEDGE AND ABILITY: (cont'd)

2. Physical Effort: May at times be required to carry heavy bags of coins when emptying telescopes.

3. Mechanical Skills: Not applicable.

4. Working Conditions: May involve exposure to heat, cold and high winds when working on roof platform. Works rotating shifts which may include weekends.

5. Special Requirements: Not applicable.

Specification No.: 6008
Date Issued: 3/78
Date Revised: 8/88

CLASS TITLE: Patron Services Group Supervisor
PAY PLAN/LEVEL (RANGE): PS-4
FLSA STATUS: Exempt
DEPARTMENT: Tunnels, Bridges, and Terminals
JOB SERIES: Facility Operations

A. SUMMARY OF RESPONSIBILITIES:

In the series of operations supervisory classifications, this class directly supervises lower rated personnel responsible for vehicular operations, tolls collection and pedestrian/tenant operations, where applicable. Supervises and coordinates these activities on a single shift. Makes decisions within established guidelines and policies to meet prevailing operating conditions. Responsible for achieving satisfactory operating conditions and rendering acceptable standards of service to T&B patrons.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to the higher rated General Patron Services Supervisor classification which is responsible for overseeing the operation of a tunnel, bridge, or terminal facility, the Patron Services Group Supervisors have more limited responsibilities in the range and complexity of operations supervised and by the presence of higher Supervisors on the same tour.

As compared to the lower rated classification of Tolls Supervisor which supevises toll collections at a Port Authority bridge or tunnel plaza on an assigned shift, the Patron Services Group Supervisors frequently act as their immediate supervisors and are responsible for operations of greater range and complexity.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

1. Supervises and instructs subordinates formally and informally in tunnel, bridge and terminal facility operations activities which includes toll collection, tunnel patrol, stoppage removal services response to fires and other emergencies, traffic direction, toll rates, and procedures and practices related to terminal operations. Monitors communications desk for adherence to sound operating procedures and takes appropriate action as required.

2. Inspects work and operation areas for condition, serviceability, safety, appearance, cleanliness and for fire and other hazards. Implements corrective measures as warranted.

3. Evaluates traffic conditions on plazas and approaches, provides for adequate toll booth coverage and alerts superior to potential need

(Continued)

for changes in traffic patterns.

4. Evaluates bus operations and pedestrian volumes, and provides adequate staff coverage based on

5. Insures establishment and maintenance of favorable public relations, investigates unusual happenings and reports on conditions or exceptions as directed.

6. Oversees, directs, and may participate in stoppage removal service, fire fighting operations, first aid activities at the scene of emergencies, and respondes to elevator evacuation, bomb scares, etc. where applicable.

7. Makes human resource assignment adjustments within prescribed operating procedures to meet typical traffic needs, emergencies, and other patron safety and service activities.

8. Directs and administers activities concerned with protection and security of toll revenues and parcel check room revenues, where applicable.

9. Observes the daily performance of subordinates and instructs, directs, and counsels as required, checks records and reports submitted for completeness and accuracy, such as tour assignments, sign-in sheets, equipment inspection reports, toll revenue and ticket sale reports. Forwards reports to superior.

10. Provides administrative support i.e. preparation of monthly report items, budget preparation, and performance monitoring.

11. Researchs and prepare disciplinary packages for arbitration hearings i.e. excessive absence and lateness, and cash shortages.

12. May be required to supervise hazardous materials activities.

13. May be assigned collateral special details and administrative functions involving activities such as safety, uniforms, equipment, supplies, performance reports, and various manuals.

14. May supervise facility employees engaged in snow removal activities under certain contingency conditions.

15. May assume responsibilities of superior.

16. May perform other related duties.

D. <u>JOB REQUIREMENTS:</u>

1. <u>Knowledge:</u>

Thorough knowledge of traffic management, emergency procedures, toll

(Continued)

collection, terminal operations, supervision, and administration principles.

2. Ability and Skills:

Plans, assigns, and supervises the work of lower rated personnel.

Understands principles, practices, and terminology of traffic management, toll collection operations, and safety regulations, associated with bus carrier and tenant activities.

On certain assignments may operate two-way radio, may be required to understand computer outputs, know federal, state and local laws or rules, regulations, and safety precautions governing land transportation.

3. Physical/Medical Requirements and Effort:

Normal field operations work.

4. Working Conditions:

Exposed to adverse weather conditions.

Works rotating shifts as a regular function of the job.

5. Qualifications:

a. Education:

Graduation from a standard four-year high or vocational school or possess a recognized equivalency certificate. Completion of college level courses is desirable.

b. Experience/Training/Licenses:

One year full-time paid operations supervisory work experience at the Tolls Supervisor. Possess a valid New Jersey or New York driver's license.

D.T.H.

SPECIFICATION NO.: 6009
DATE ISSUED: 7/69
DATE REVISED: 2/80

CLASS TITLE: Operations Services Supervisor
PAY PLAN/LEVEL (RANGE): FS-3
DEPARTMENT: Various
JOB SERIES: Junior F Plan Facility Operations

I. SUMMARY OF RESPONSIBILITIES:

In the series of supervisory classifications for general (non-maintenance) facility operations, this class is in immediate charge of a small to moderate-sized group of employees engaged in a limited variety of established facility operating activities. The class typically acts as the immediate supervisor of a small to moderate-sized group of general facility operating employees, supervises a limited variety of established facility operating activities, and applies standard facility operating practices and procedures to current operating conditions.

II. RELATIONSHIP TO OTHER CLASSES IN JOB SERIES:

As compared to the higher rated classes in this series such as Operations Group Supervisor, the Operations Services Supervisors are in charge of smaller and/or less highly skilled groups of employees engaged in a more limited variety of facility operations or may act as assistants to Operations Group Supervisors in supervising larger and more complex facility operations.

As compared to lower rated classes such as Junior Operations Supervisor, Senior Airport Operations Agent, Senior Terminal Services Agent, Operations Services Supervisors work in a supervisory capacity and perform more responsible activities supervising subordinate individuals in these classes.

III. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A. Receives assignments, directions and guidance from a higher level operations supervisor.

B. Supervises, trains, and schedules the work of a small to moderate size group of general (non-maintenance) facility operations employees on an assigned shift.

C. Supervises and instructs subordinates in routine airport terminal and transportation services functions, operations activities including noise monitoring, ramp coordination, construction coordination, bus operations, parcel checking, baggage services, information services, and bird control activities. At some airports, the Operations Services Supervisor is assigned to the Bird Control Program. While assigned to this program, he/she is responsible for harassing and taking appropriate action when harassing of the birds is not effective. Advises the Assistant Chief Operations Supervisor of areas that lead to a bird control problem and makes recommendations to alleviate the problem. May, at times, be responsible for discharging of firearms to harass the birds at an airport.

D. Assigns, inspects and schedules work and prepares progress reports.

E. Analyzes manpower and material requirements and oversees procedures and methods used.

F. Coordinates activities with governmental agencies or tenants on certain assignments in addition to inspecting tenant areas to insure compliance with lease agreements.

G. Prepares correspondence to patrons, tenants and bus or airline carriers as directed.

H. May be responsible for revenues collected from parking lots, aircraft landing fees, Red Caps, non-licensed bus charter fees, baggage checking, and parcel lockers.

I. May supervise employees engaged in snow removal activities and contractor services (i.e. taxi dispatch).

IV. JOB REQUIREMENTS:

A. Knowledge - Plans, assigns and supervises the work of subordinates. Understands principles, practices and terminology of aircraft and terminal operations. Deals tactfully and effectively with patrons, tenants, carriers and government agencies. Understands and follows oral and written instructions.

B. Abilities and Skills - Understand safety principles and be able to enact them in the entire scope of operational activities and be able to take appropriate action to correct unsafe conditions. Must possess the ability to supervise subordinate PA and contractor personnel in operations activities.

C. Physical Effort - Normal Field Operations Supervisory Work.

D. Working Conditions - May be subject to frequent exposure to the elements and adverse conditions. Works rotating shifts as normal function of the job.

E. Licenses and/or Specialized Training - Graduation from a four-year standard high or vocational school or possess a recognized equivalency diploma. Successful participation in the Terminal/Aeronautical Operations Segment of the Junior F plan evaluation. Possess a valid New Jersey or New York driver's license. Certain assignments may require possession of a U.S. Weather Bureau "Certification of Authority to take Weather Observations" and/or a valid State of New Jersey Firearm Identification Card or New York City Rifle-Shotgun Permit.

D.T.H.

SPECIFICATION NO.:	6301
DATE ISSUED:	5/62
DATE REVISED:	2/80

CLASS TITLE:	Tolls Supervisor
PAY PLAN/LEVEL (RANGE):	FS-1
DEPARTMENT:	Tunnels, Bridges and Terminals
JOB SERIES:	Junior level F Plan - Tolls/Vehicular Operations

I. SUMMARY OF RESPONSIBILITIES:

Under the immediate supervision of a Patron Services Group Supervisor, and/or General Patron Services Supervisor, supervises toll collections at a Port Authority bridge or tunnel plaza on an assigned shift. Gives collectors on-the-job training and/or takes disciplinary or corrective action as required. Works in accordance with rules and regulations, and oral instructions. Work is observed as well as checked and evaluated by review of toll records and efficiency of operation. Works on scheduled shifts as assigned.

II. RELATIONSHIP TO OTHER CLASSES IN JOB SERIES:

As compared to the higher rated class of Patron Services Group Supervisor, which performs more complex supervisory emergency garage, catwalk and vehicular rescue functions, the Tolls Supervisor class performs less complex entry level tolls supervisory functions.

III. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A) Checks Toll Collectors and Senior Toll Collectors in for assigned shift. Sees that uniforms are neat and that change banks are in order. Assigns, schedules, checks toll booths, plazas and registers and related equipment for condition and service-ability and other operational aspects.

B) Observes and supervises toll collections, watches toll indicators and vehicles to determine accuracy of toll charges. Assists Toll Collectors in handling their exceptional problems such as disagreements on tolls, prohibited vehicles or other difficulties. Notifies Patron Services Group Supervisor of matters requiring police attention. Works in close liaison with police personnel through the Patron Services Group Supervisor.

C) Evaluates the traffic condition on the plaza, with supervisor's assistance, if necessary, and provides adequate toll booth coverage (opening, closing or reversing lanes) to meet minimum standards of service.

D) Supervises subordinates' contacts with patrons to insure establishment and maintenance of favorable public relations.

E) Oversees the check-out of subordinates at end of shifts. Assures completion of ticket and cash records, as well as the proper deposit of funds.

F) Assists supervisors in preparing shift and lane schedules, relief periods, regular days off, vacations, etc. Insures the comfort of employees in reserve room areas.

G) Instructs and trains Toll Collectors and Senior Toll Collectors in duties and rules. Prepares and completes forms and related administrative work. Interviews and counsels personnel in all areas of their performance (404, absences, lateness, incidents, etc.).

H) Provides first line counselling for certain infractions of subordinates and keeps unit head informed by written reports.

I) Subject to review, the Tolls Supervisor makes decisions and recommendations on personnel matters based on her/his knowledge of Port Authority PAI's and the TWU Local 1400 contract.

J) Initiates work orders to repair or improve existing lane, toll booth or toll house conditions.

K) Cooperates with police personnel and all units in matters of mutual concern.

L) Is responsible for the proper and accurate handling of all funds assigned to Toll House, such as monitor fund, change fund and change banks.

M) Evaluates traffic conditions and either recommends or provides appropriate staffing to maintain standards of service.

N) Performs related duties as required.

IV. JOB REQUIREMENTS:

A) Knowledge: Must possess complete knowledge of tolls collection functions and union agreements, PAI's, PA rules and regulations applicable to subordinate level staff.

B) Abilities and Skills: Incumbents must be able to promote safety and train subordinates in tolls collection activities and appraise the effectiveness of their performance. Must effectively interact with patrons in the handling of complaints and expeditiously resolve them.

C) Physical Effort: Normal field supervisory tolls work.

D) Working Conditions: May be subjected to frequent exposure to adverse weather conditions and work rotating shifts as a regular function of their positions.

E) Licenses and/or Specialized Training: Must successfully complete the Tolls/Vehicular Operations segment of the Junior F Plan Evaluation. Must possess a valid New Jersey or New York Driver's license.

SPECIFICATION NO.:	6010
DATE ISSUED:	7/69
DATE REVISED:	4/81

CLASS TITLE: Operations Group Supervisor
PAY PLAN/LEVEL: FS-4
DEPARTMENT: Various
JOB SERIES: Junior F Plan Facility Operations

I. SUMMARY OF RESPONSIBILITIES:

In the series of supervisory classifications for general non-maintenance facility operations, this class directly supervises or is functionally responsible for facility operations involving moderate to large groups of employees and/or a variety of facility operating activities. The class typically oversees assigned facility operations, make decisions within established operating guides and policies and are accountable for operating results achieved.

II. RELATIONSHIP TO OTHER CLASSES IN JOB SERIES:

As compared to the higher rated classes in this series such as Operations Unit Supervisor, the Operations Group Supervisors have more limited responsibilities as evidenced by the range and complexity of operations supervised, and function under the presence of higher rated Operations Supervisors on the same tour.

As compared to the lower rated classes in this series such as Operations Services Supervisor, the Operations Group Supervisors frequently act as their immediate supervisors or are responsible for operations of greater range and complexity.

III. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A. Usually receives assignments, directions and guidance from a higher level operations supervisor such as General Operations Supervisor.

B. Supervises, trains, and schedules work of a general group of facility operations employees of significant size, variety and complexity.

C. Supervises and instructs subordinates in routine airport or terminal/ aeronautical operations activities including transportation services, taxi dispatch, parking lots, noise monitoring, Ramp coordination, construction coordination, bus operations, parcel checking, baggage services, information services, airport inspections, foreign object damage and airfield lighting inspections.

D. Gives facility orientation to new employees.

E. Assigns, inspects and schedules work and prepares progress reports.

F. Analyzes manpower and material requirements and oversees procedures and methods used.

G. Instructs subordinates in safety and use of equipment, makes independent inspections and supervises routine inspections. Coordinates activities with governmental agencies or tenants on certain assignments.

H. Prepares correspondence to patrons, tenants, and bus or airline carriers.

I. May be responsible for revenues collected from vehicular parking lots, aircraft landing and parking fees, Red Cap service, non-licensed bus charter fees, baggage checking, parcel lockers, etc.

J. May supervise employees engaged in snow removal activities.

K. May assume responsibilities of General Operations Supervisor when required.

L. Performs contract supervision (i.e. Kinney, Servair, Airway).

M. Performs other comparable related supervisory duties as required.

J. JOB REQUIREMENTS:

A. Knowledge - Must plan, assign, and supervise the work of subordinates in terminal and/or aeronautical operations and understand principles, practices, and terminology of aircraft and terminal operations.

B. Abilities and Skills - Must deal tactfully and effectively with patrons, tenants, carriers and government agencies and understand safety principles and be able to enact them in the entire scope of operational activities. Must be able to take appropriate action to correct unsafe conditions. Must understand and follow oral and written instructions. On certain assignments, may operate two-way radio, identify types of aircraft, know airport traffic control and Federal, State or Departmental rules, regulations and safety precautions governing air and land traffic.

C. Physical Effort - Normal field operations supervisory work.

D. Working Conditions - May be subject to frequent exposure to the elements and adverse conditions. Works rotating shifts as a regular function of the job.

E. Licenses and/or Specialized Training - Graduation from a four year standard high or vocational school or possess a recognized equivalency diploma. One year full-time entry level supervisory work experience in tolls, Sanitation, operations or its equivalent in other pay plans or specialties. Must possess a valid NJ or NY driver's license. On certain assignments may require possession of a U.S. Weather Bureau "Certificate of Authority to take Weather Observations". Successful participation in Junior F Plan Evaluation (terminal/aeronautical Operations).

NOTE: For purposes of the Dewey Lease, titles which can be directly charged to PEIA accounting codes are assigned to 6900 series class codes.

FS-4.

Specification No. 6010/6910

Date Originally Issued 7/69

Date Revised XXX

CLASSIFICATION: Operations Group Supervisor

A. CHARACTERISTIC OF CLASS

In the series of supervisory classifications for general non-maintenance facility operations, this class directly supervises or is functionally responsible for facility operations involving moderate to large groups of employees and/or variety of facility operating activities. The class typically oversees assigned facility operations, make decisions within established operating guides and policies and is accountable for operating results achieved.

Essential characteristics for positions in the class are:

1. Supervising or coordinating general facility operations of a significant size, variety or complexity.

2. Making decisions within established guides and policies to meet prevailing operating conditions.

3. Responsibility for achieving satisfactory operating conditions.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated classes in this series such as Operations Unit Supervisor, the Operations Group Supervisors have more limited responsibilities as evidenced by the range and complexity of operations supervised, the time span (tour, shift) of their responsibility for operations or the presence of higher rated Operations Supervisors on the same tour.

As compared to equivalent rated classes such as Maintenance Group Foreman, the Operations Group Supervisors exercise similar supervisory functions and have responsibilities of similar difficulty and scope in facility operations rather than facility maintenance fields.

As compared to the lower rated classes in this series such as Operations Service Supervisor, the Operations Group Supervisors frequently act as their immediate supervisors or are responsible for operations of greater range and complexity.

C. WORK RELATIONSHIPS:

Usually receives assignments, directions, and guidance from a higher level operations supervisor such as General Operations Supervisor.

Supervises, trains, andschedules work of a general group of facility operatior employees of significant size, variety and complexity.

D. MAJOR FUNCTIONS

An Operations Group Supervisor, depending on his assignment, may perform any combination of the following types of duties:

Supervises and instructs subordinates in routine airport or terminal operations activities including noise monitoring, Ramp coordination, construction coordination, bus operations, parcel checking, baggage services and information services.

Gives facility orientation to new employees.

Assigns, inspects and schedules work and prepares progress reports.

Analyzes manpower and material requirements and oversees procedures and methods used.

Instructs subordinates in safety and use of equipment, makes independent inspections and supervises routine inspections. Coordinates activities with governmental agencies or tenants on certain assignments.

Prepares correspondence to patrons, tenants, and bus or airline carriers.

May be responsible for revenues collected from vehicular parking lots, aircraft landing and parking fees, Red Cap service, non-licensed bus charter fees, baggage checking, parcel lockers, etc.

May serve as an auxiliary member of aircraft crash, fire and/or rescue crew.

May supervise employees engaged in snow removal activities.

May assume responsibilities of General Operations Supervisor when required.

Performs other comparable related supervisory duties as required.

E. SPECIFIC RESPONSIBILITIES:

1. Human Resources; Supervises large groups of general facility operations personnel at various locations, which may include lower-rated supervisory personnel.

2. Public Relations: Maintains effective work relationships with patrons, tenants, and carriers.

3. Physical and Financial Resources: Makes technical recommendations involving the effectiveness and economy of facility operations activities.

4. Decisions: Observes condition of area under his jurisdiction and directs necessary corrective action.

5. Planning: Develops and prepares operations programs for his area of responsibility and schedules his work force to implement those programs.

F. KNOWLEDGE AND ABILITY REQUIREMENTS:

1. Knowledge (Ability):

Plans, assigns, and supervises the work of subordinates.

Understands principles, practices, and terminology of aircraft and terminal operations.

Deals tactfully and effectively with patrons, tenants, carriers and government agencies.

Understand safety principles and be able to enact them in the entire scope of operational activities and be able to take appropriate action to correct unsafe conditions.

Understands and follows oral and written instructions.

On certain assignments may operate two-way radio, identify types of aircraft, know airport traffic control and Federal, State or Departmental rules, regulations and safety precautions governing air and land traffic.

2. Physical Effort:

Normal field supervisory work.

3. Mechanical Skills:

None

4. Working Conditions:

May be subject to frequent exposure to the elements and adverse conditions.

Works rotating shifts as a regular function of the job.

5. Special Requirements:

Possess a valid New Jersey or New York drivers license.

Certain assignments may require possession of a U.S. Weather Bureau "Certificate of Authority to take Weather Observations."

G. QUALIFICATIONS:

1. Education:

Graduation from a four year standard high or vocational school or possess a recognized equivalency diploma.

2. Experience:

Two years full-time supervisory work experience in airport and/or land terminal operations activities at the level of Operations Services Supervisor or its equivalent outside the Port Authority.

NOTE For purposes of the Dewey Lease, titles which can be directly charged to JFKIA accounting codes are assigned to 6900 series class codes.

Specification No.: 6020
Date Issued: 11/82
Date Revised: 8/88

CLASS TITLE: Assistant Airport Duty Supervisor
PAY PLAN/LEVEL (RANGE): PS-5
FLSA STATUS: Exempt
DEPARTMENT: Aviation
JOB SERIES: Facility Operations

A. SUMMARY OF RESPONSIBILITIES:

In the series of operations supervising classifications, this class is responsible for aeronautical operations of broad scope and complexity involving critical functions. This class plans, implements, and controls aeronautical programs by directing and coordinating the work of subordinate supervisory personnel and journey-level aeronautical staff.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to the higher rated classification of Operations Unit Supervisor which typically acts as the head of a major segment of operations at larger aviation facilities with responsibility for diversified and complex facility operations on one shift, the Assistant Airport Duty Supervisor usually has limited responsibility either on an assigned shift or to acting as the assistant to the Assistant Chief Operations Supervisor.

As compared to the lower rated classification of Operations Group Supervisor which usually oversees and supervises general operations of a facility's terminal operations functions, such as, transportation services and parking lot activities, the Assistant Airport Duty Supervisor has broader responsibilities for more diversified and complex facility operations requiring greater technical knowledge and may be expected to make decisions normally handled by the Assistant Chief Operations Supervisor.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

1. Inspects airfield areas, runways, service roads, taxiways, ramps, and cargo areas for hazardous conditions.

2. Responds to aircraft alerts, rescue and salvage operations, bomb threats, emergency notifications, snow storms, and similar emergencies. Initiates snow alerts and provides aeronautical guidance and supervision in other emergency situations which can result in the closing of certain aeronautical areas for crew chiefs, police, and fire personnel.

3. Supervises aeronautical employees engaged in the security of airfields, guard service, general aviation activities, noise monitoring, and non-scheduled activities.

4. Conducts inspections of leased and non-leased areas for the Foreign

(Continued)

Object Damage Program and confers with tenants to reduce the possibility of foreign object damage.

5. Conducts tours for VIP arrivals and departures and provides information to the news media.

6. Assists the Airport Duty Supervisor in the phasing and staging of runway and taxiway closures for Maintenance Engineering and Design Division, facility maintenance, tenants, and contractors, to preclude obstructions to other aeronautical areas which must be operated.

7. Assists higher level supervisor in supervising flight activity operations relative to opening-up extra sections of aeronautical areas to accommodate heavy traffic and vehicle parking as is deemed appropriate.

8. Assists in supervising the airports' bird control program to preclude the ingestion of birds by operating jet aircraft and takes appropriate courses of action to correct these problem areas.

9. Assumes the duties of the Airport Duty Supervisor when required and performs administrative functions, such as personnel scheduling, work orders, Notice to Airmen (NOTAMS), accident reports, and answering letters of complaint for the divisional manager, and reports, on what has occurred at the airport during a shift and over a 24 hour period.

10. May perform other related duties.

D. JOB REQUIREMENTS:

1. Knowledge:

Possess a complete knowledge of aeronautical operations, and ramp operations, necessary terminology, and safety practices and procedures.

2. Ability and Skills:

Must be able to promote safety and train subordinates in the safe and proper procedures of assigned duties.
Plans, assigns and supervises a facility operations force engaged in diverse activities.

Must effectively communicate written and verbal instructions.

Must possess a complete knowledge of the layout and characteristics of the airport and prepare complex records and reports.

3. Physical/Medical Requirements and Effort: Normal

4. Working Conditions:

Exposed to adverse weather conditions.

(Continued)

Usually works rotating shifts as a regular function of the position.

5. Qualifications:

a. Education:

Graduation from a four-year high or vocational school or possess a recognized equivalency certificate. Completion of college level courses is desirable.

b. Experience/Training/Licenses:

Two years full-time paid operations supervisory work experience with one year at the Operations Group Supervisor level. On certain assignments may be need to have specific requirements. Must possess a valid New York or New Jersey driver's license.

Specification No.: 6012
Date Issued: 4/71
Date Revised: 8/88

CLASS TITLE: General Operations Supervisor
PAY PLAN/LEVEL (RANGE): FS-7
FLSA STATUS: Exempt
DEPARTMENT: Aviation
JOB SERIES: Facility Operations

A. SUMMARY OF RESPONSIBILITIES:

In the series of operations supervisory classifications for facility operations, this class is responsible for facility operations activities of broad scope and complexity involving critical functions. This class involves the planning, implementing, controlling, and initiating of programs; directing and coordinating the work of subordinate supervisory personnel; and appraising the effectiveness of facility operations by frequent physical inspections. Coordinates and directs the activities of all persons using the facility to assure safe and efficient operations, such as; Port Authority employees, patrons, transportation operators, service companies, contractors, tenants, and governmental agencies. Acts as the general supervisor of facility operations of broad scope and complexity, and frequently as the responsible supervisor for facility operations on an assigned off-tour. Plans, appraises, and controls programs which significantly influence the effectiveness of the unit's operations. Exercises broad technical competence and knowledge in the field in order to develop and evaluate operational concepts and practices.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to the higher rated classification of Chief Operations Supervisor which typically acts as the head operations supervisor at larger facilities with general responsibility for diversified and complex facility operations on all shifts, the General Operations Supervisor's responsibilities are usually limited either to an assigned shift or to acting as the assistant to the Chief Operations Supervisor.

As compared to the lower rated classification of Operations Unit Supervisor which usually oversees and supervises a major segment of a facility operations or a group of operating activities of similar scope, the General Operations Supervisor has broader responsibilities for more diversified and complex facility operations.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

1. Oversees subordinate supervisors in the supervision of operations personnel and activities in assignments including, but not limited to, aeronautical services, marine services, patron services,

(Continued)

terminal services, transportation services, and information services.

2. Analyzes existing facility operations programs to insure optimum utilization of manpower and to evaluate the effectiveness of work practices and systems. Develops service standards and determines resources required to maintain standards at actual and anticipated levels of traffic activity. Develops appropriate reports for management information and control. Develops and initiates new facility operations programs to improve current practices or meet new requirements. Insures that all assigned personnel adhere to operating methods and practices.

3. Assures proper employee working conditions on assigned shift by continued audit of current conditions. Determines appropriate standards of performance for assigned personnel. Plans and participates in instruction of assigned facility operations personnel in work practices and techniques and proper use of materials and equipment.

4. Recommends items for inclusion in of unit budgets, recommends justification for the purchase of new equipment, uniforms, or for requesting additional personnel.

5. Makes inspections of terminal, parking lot, and air terminal highway areas to insure safe and adequate operating conditions.

6. May assume responsibility for safety and rescue operations in emergency situations.

7. May perform other related duties.

D. **JOB REQUIREMENTS:**

1. Knowledge:

Possess a complete knowledge of operations requirements and required terminology, including all necessary safety practices and procedures.

Possess a complete knowledge of the layout and characteristics of the unit.

Posses a complete knowledge of union contract and other Port Authority and tenant lease agreements.

2. Ability and Skills:

Be able to promote safety and train subordinates in the safe and proper procedure for assigned duties.

Plans, assigns, and supervises diverse facility operations work force.

Effectively communicates written and verbal instructions.

Prepares complex records of materials, budget requirements, and other reports.

3. Physical/Medical Requirements and Effort:

Normal field operations work.

4. Working Conditions:

Exposed to adverse weather conditions.

Works rotating shifts.

5. Qualifications:

a. Education:

Associate Degree or completion of 60 college credits from a recognized college or university. College courses in Business Administration and Management are desirable.

b. Experience/Training/Licenses:

Three years full-time paid operations supervisory work experience with one year at the level of Operations Group Supervisor. Possess a valid New Jersey or New York Driver's License.

FS-7

Specification No. 6015
Date Issued: 3/78

CLASSIFICATION: General Patron Services Supervisor
DEPARTMENT: Tunnels & Bridges

A. CHARACTERISTICS OF CLASS

In the series of facility operations classifications, this class is responsible for patron services operations, and tolls collection activities of broad scope and considerable complexity. This class requires the capacity to plan, implement, and control these programs as well as to direct and coordinate the work of subordinate supervisory personnel and appraise the facility operations.

Essential characteristics of positions in the class are:

1. Providing general supervision of toll collection, traffic management, and patron assistance functions at a T&B facility on a single shift.

2. Planning, controlling and appraising programs which significantly influence the activities of the facility's patron service and tolls operations.

3. As the Manager's representative, is the responsible PA official on off tours.

B. RELATIONSHIPS TO OTHER CLASSES

As compared to a higher rated class such as Chief Operations Supervisor or Supervisor, T&B Operations which typically have general administrative responsibility for diversified and complex operations on all tours, the General Patron Services Supervisor supervises all facility operations at a tunnel or bridge on a specific tour.

As compared to equivalent classes such as General Operations Supervisor, the General Patron Services Supervisor performs general supervisory functions of similar scope and complexity but at a T&B facility rather than an airport terminal.

As compared to the lower rated classes of Patron Services Group Supervisor and Toll Supervisor who are responsible for operations in a specific area only, the General Patron Services Supervisor has a higher level of managerial and supervisory responsibility in the areas of program planning and control of the patron services and tolls operations.

C. WORK RELATIONSHIPS

Receives directions and guidance from the Supervisor, Tunnels & Bridges Operations who periodically reviews work accomplished through conferences and reports f progress and effectiveness.

Exercises general supervision over assigned facility operations personnel, usually through subordinate supervision, and is responsible not only for their selection but for evaluating their performance, maintaining discipline, and training.

D. MAJOR FUNCTIONS

A General Patron Services Supervisor has managerial and supervisory responsibility for the operation of a tunnel or bridge facility on a specific tour. In exercising this responsibility this class performs such functions as:

1. Observes, appraises, develops and oversees subordinate supervisors in the conduct of facility operations.

2. Plans facility operations to insure optimum utilization of human resources: analyzes and evaluates the effectiveness of work practices.

3. Develops facility operations systems to improve present practices or to meet new requirements.

4. Coordinates facility operations as required with the work of contractors, outside consultants, and non-facility Port Authority units.

5. Maintains operational liaison with appropriate state and local governmental jurisdictions as required. Assists other jurisdictions as required during emergencies, unusual situations, and other human-made or natural disasters.

6. Monitors facility operations affecting patron and employee safety and takes corrective action when necessary.

7. Assists in the development of appropriate service standards with respect to traffic systems management and determines the resources required to measure performance against these standards.

8. May participate in the preparation of unit budgets. Recommends the purchase of new equipment, uniforms or additional personnel.

9. May assist in the review of plans for facility alteration or construction and make recommendations regarding their operational aspects.

10. Coordinates the activities of facility personnel engaged in snow removal operations to optimize facility operating efficiency and patron safety.

11. Supervises the preparation of routine and special reports regarding operations.

12. May assume the responsibilities of the higher rated patron services classes.

13. Assumes all facility communications and contacts with the media in accordance with established guidelines.

14. Performs related duties as required.

E. SPECIFIC RESPONSIBILITY

1. Human Resources: Supervises large groups (in excess of 25) of general facility operations personnel at various locations which include lower level supervisory personnel.

2. Public Relations: Maintains effective relationships with patrons and tenants.

3. Physical and Financial Resources: Makes technical and personnel recommendations which affect the effectiveness and economy of facility operations and activities.

4. Decisions: Observes areas under his/her jurisdiction and directs required corrective action using established policy and guidelines, or recommends new ones.

5. Planning: Develops, analyzes, prepares, and recommends new or improved operation procedures and programs for his/her area of responsibility including his section's budget drafts.

F. KNOWLEDGE AND ABILITY REQUIREMENTS

1. Knowledge: Possess a thorough knowledge of toll collection, traffic management, emergency procedures, hazardous cargo regulations, and supervision and administration principles.

2. Physical Effort: Normal field operation supervisory work.

3. Mechanical Skills: Not Applicable.

4. Working Conditions: May be subject to frequent exposure to the elements and adverse weather conditions. May work rotating shifts as a regular function of the job.

5. Special Requirements: Possess a valid New Jersey or New York driver's license.

SPECIFICATION NO.: 6014
DATE ISSUED: 5/80
DATE REVISED: 8/88

CLASS TITLE: Assistant Chief Operations Supervisor
PAY PLAN/LEVEL (RANGE): FS-8
FLSA STATUS: Exempt
DEPARTMENT: Aviation
JOB SERIES: Facility Operations

A. SUMMARY OF RESPONSIBILITIES:

In the series of operations supervisory classifications, this class is responsible for facility aeronautical operations, or at certain facilities, a combination of aeronautical, terminals and transportation operations of broad scope and complexity involving critical functions. This class plans, implements, and controls aeronautical programs, or a combination of terminal, transportation and aeronautical activities, directing and coordinating the work of subordinate supervisory personnel and journey-level aeronautical and terminal staff. Appraising the effectiveness of facility operations by frequent physical inspections in achieving the safe and efficient aeronautical operations objectives. Coordinates and directs the activities of all persons using the facility to assure safe and efficient operations, such as Port Authority employees, service companies, contractors, tenants, and governmental agencies. Plans, appraises, and controls programs which significantly influence the effectiveness of the units operations. This class acts as the chief official of the airport on off-tours, such as, evenings, nights, Saturdays, Sundays, and Holidays when a higher level management employee is not present.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to the higher rated classification of Chief Operations Supervisor which typically acts as the head operations supervisor at larger facilities with responsibility for diversified and complex facility operations on all shifts, the Assistant Chief Operations Supervisor's responsibilities are usually limited either to an assigned shift or to acting as the assistant to a higher level Supervisor.

As compared to the lower rated classifications of General Operations Supervisor which usually oversees and supervise a major segment of a facility's terminal operations functions, transportation services, or parking lot activities, the Assistant Chief Operations Supervisor has broader responsibilities for more diversified and complex facility operations requiring greater technical knowledge and decision making.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

1. Inspects airfield areas, runways, service roads, taxi-ways, ramps, air terminals, terminal highways, construction sites, and cargo areas for hazardous or unsafe conditions.

2. Controls and coordinates the phasing and staging of runway and taxi-way

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closures for Engineering personnel, Federal Aviation Administration, facility maintenance, tenants, and contractors, to preclude obstructions or safety hazards to aircraft or aeronautical areas which must remain operational.

3. Responsible for supervising flight activity operations relative to opening up extra sections or unused sections of aeronautical areas to accommodate heavy aircraft traffic and vehicle parking as is deemed appropriate.

4. Initiates and responds to aircraft alerts, bomb threats, hijacking, airport fires, blackouts, fuel spills, snow storms, and similar emergencies. During off-tours, has exclusive authority and ultimate responsibility to close all or part of the airport to aircraft operations during emergency conditions including flooding or roadway access disruptions when outside emergency equipment is unable to respond. This class is also responsible for the supervision and set-up of the mobile command post during an emergency. Supervises all Port Authority non-police/security employees at this time. Coordinates, along with police and other key personal, the management of the emergency. In conjunction with the highest rated Port Authority Police Officer on the scene, decides whether to institute rapid air-bourne response of doctors and medics from area hospitals. When the emergency is over this class makes the decision weather to re-open aircraft operating areas.

5. Supervises aeronautical, terminals and transportation operations employees engaged in the security and operation of airfields, guard service, general aviation activities, noise monitoring, and non-scheduled activities. At specific facilities, is responsible for contractor personnel engaged in parking lot, bus, and taxi dispatcher and ground transportation functions.

6. Supervises sound monitoring functions and has responsibility for the airport's noise abatement program to insure that aircraft are not are not violating maximum sound levels. In cases of violations, takes corrective action. Supervises and instructs subordinates in the sound monitoring unit and makes independent judgments regarding manpover needs.

7. Arranges for the arrival and departure of V.I.P's and diplomatic dignitaries including conducted tours of the airport. Provides authorized information to the news media prior to the public affairs officers arrival at airport.

8. Supervises the airport's bird control program to preclude the ingestion and minimize aircraft bird hazards by operating jet aircraft and takes appropriate courses of action to correct or contain the problem.

9. Participates in budget preparation, development of long and short-range forecasts, major work programs, reviews contract dravings, and attends pre-contruction meetings.

10. Assumes the duties of the Chief Operations Supervisor during his/her absence and performs administrative functions such as personnel evaluations and scheduling, work orders, NOTAMS, processing parking

(continued)

delay reports, accident reports, and answering letters of complaint for the divisional manager, and reports on what has occurred at the airport during a shift and over a 24 hour period.

11. Evaluates and assesses weather conditions along the eastern seaboard of the United States that may affect the operation of the airport due to snow, ice, fog, flooding, etc. Makes the necessary notifications, determines appropriate workforce response, and advises all concerned airport parties of impending severe weather activity. In conjunction with airline snow captains, inspects airport areas, including runways and taxiways, to insure the safe operation of the facility throughout the severe weather activity. Along with other key management personal determines runway clearing priorities and schedule. Issues appropriate NOTAM information. In extreme conditions during off-tours, closes the airport or portions thereof and advises the airlines of expected reopening times.

12. May perform other related duties.

D. JOB REQUIREMENTS:

1. Knowledge:

Possess a complete knowledge of aeronautical operations, and in some cases terminal operations requirements, necessary terminology, and safety practices and procedures.

Exercises a broad technical competence and knowledge in the field to develop and evaluate operational concepts and practices.

Must have extensive knowledge of weather systems and their effect on the overall operations of the airport.

2. Ability and Skills:

Must be able to promote safety and train subordinates in the safe and proper procedures of assigned duties.
Plans, assigns, and supervises a facility operations force engaged in diverse activities.
Must effectively communicate written and verbal instructions.
Possess a complete knowledge of the layout and characteristics of the airport and prepare complex records and reports.

3. Physical/Medical Requirements and Effort: Normal operations field work.

4. Working Conditions:

Exposure to adverse weather conditions.
Usually works rotating shifts as a regular function of the position.

5. Qualifications:

a. Education - An Associate Degree or 60 credits from a recognized college or university. College courses in Business Administration

(continued)

and Management are desirable.

b. Experience/Training/Licenses - Four years full-time paid operations supervisory work experience with one year at the General Operations Supervisor level. Must possess a valid New York or New Jersey Driver's license. On certain assignments, may be required to have specific requirements.

SPECIFICATION NO.: 6013
DATE ISSUED: 3/72
DATE REVISED: 4/80

CLASS TITLE: Chief Operations Supervisor
PAY PLAN/LEVEL (RANGE): FS-9
DEPARTMENT: Aviation
JOB SERIES: Senior F Plan Facility Operations

I. SUMMARY OF RESPONSIBILITIES:

In the series of operations supervisory classifications, this is the highest graded class. It requires a high level of competence in planning diverse facility operations of broad scope and complexity, supervising a large work force through subordinate supervisors and achieving satisfactory standards of aeronautical operations within budgeted expenditures. Incumbents in this class act as the head of a major facility operations unit with diverse and complex activities, plan and control the technical, administrative and financial aspects of aeronautical operations standards, insure the optimum utilization of personnel, material, equipment and resources in achieving satisfactory aeronautical operations objectives. At LaGuardia Airport, this class has general supervisory responsibility over all terminal and aeronautical operations functions.

II. RELATIONSHIP TO OTHER CLASSES IN JOB SERIES:

As compared to higher graded classes, such as Assistant Facility Managers or Division Manager, Chief Operations Supervisors are primarily responsible for general supervision of aeronautical operations programs and are not responsible for the general maintenance of a facility or the supervision of public (security) functions. At LaGuardia Airport, however, these terminal and aeronautical operations functions are combined.

As compared to lower graded classes, such as Assistant Chief Operations Supervisor, who is responsible for a single tour, Chief Operations Supervisors have broader responsibilities for aeronautical operations on all shifts which are also usually of greater scope and complexity. At LaGuardia Airport, the FS-9 class has responsibility for terminal and aeronautical operations functions.

III. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A. Receives directions from an Assistant Facility Manager, Division Manager, or higher level supervisor, with respect to terminal and/or aeronautical operations goals and objectives. Work is reviewed periodically for overall technical competence, progress and attainment of objectives.

B. Supervises subordinate Operations Supervisors and, through them, a large work force in the detailed planning and execution of airport operations activities and programs.

C. Represents the Port Authority in contacts with tenants, transportation organizations, governmental agencies and other outside organizations regarding terminal and/or aeronautical operations activities and programs.

D. Oversees subordinate supervisors in the detailed planning and supervision of terminal and/or aeronautical operations programs and projects at a facility. At LaGuardia Airport, supervises terminal operations functions including patron services such as those performed in the IAB, KIA, and aeronautical operations activities such as keeping aircraft operating areas in safe and effective operating condition, providing airport emergency and security services and carrying out aircraft noise monitoring procedures. Analyzes reports on terminal and/or aeronautical operations, appraises their effectiveness and economy, develops operating routines and implements improved programs, methods, and procedures. Recommends the acquisition of equipment, materials and implements changes in staffing to improve the effectiveness of facility operations.

E. Recommends to management proposed policy changes to operating procedures, physical configuration alterations, and needs for modifications and additions to existing installations, facilities and systems.

F. Conducts inspections of aircraft operating areas to insure that they are in safe and effective operating condition. Develops procedures and standards to insure that efficient and safe conditions exist in such areas. Coordinates the unit's activities and maintains local liaison with FAA officials, the Control Tower, National Transportation Safety Board, appropriate airlines, PA maintenance units and outside contractors on operating conditions in aircraft operating areas. Reviews and comments on Engineering contract drawings, specifications, operations and maintenance contracts, tenant alterations, and functional planning drawings.

G. Oversees the preparation of the unit's budget and long-range forecasts and reviews actual results achieved in comparison to plans. Prepares criteria for major terminal and/or aeronautical operations programs.

H. Conducts tours for visiting VIP's and assists in arranging VIP arrival and departures. Confers with representatives of governmental organizations, insurance organizations, tenants and others regarding operations safety, and responds during off hours to emergency situations which occur at the facility. Evaluates extent of emergency and determines action to be taken. Assumes complete responsibility for facility or terminal and/or aeronautical operations in the absence of superiors. Notifies superiors of emergencies and coordinates airfield activities during emergency situations.

I. Is responsible for the training, development, safety and proper utilization of personnel in his unit.

J. Directs and coordinates snow removal activities in various areas of the airport. Meets and confers with airlines' snow committees and issues information to the public as required.

IV. JOB REQUIREMENTS:

A. Knowledge: Prepares reports relative to terminal and/or aeronautical operations activities. Must possess comprehensive knowledge of all operations activities under his jurisdiction. Must be aware of new developments in Aviation industry and their potential impact on the facility.

B. Abilities and Skills: Incumbents must be able to promote safety and train subordinates in the safe and proper procedures of assigned duties; plan, assign and effectively supervise a facility operations force engaged in diverse activities. This class must effectively communicate written and verbal instructions, possess a complete knowledge of the layout and characteristics of the airport and prepare complex records and reports.

C. Physical Effort: Normal operations field supervisory work.

D. Working Conditions: Exposure to adverse weather conditions and is required to respond to airport emergencies.

E. Licenses and/or Specialized Training: Must possess an Associate Degree or 60 credits from a recognized college or university. Three years full-time facility terminal and/or aeronautical operations experience, with at least one of these years at the Assistant Chief Operations Supervisor (FS-8) level or its equivalent. Must possess a valid New York or New Jersey Driver's license.

Appendix B - Salary Schedules

FS-1	1/1/03-12/31/03 Bi-Weekly	1/1/03-12/31/03 Annual	1/1/04 - 12/31/04 Bi-Weekly	1/1/04 - 12/31/04 Annual	1/1/05 - 12/31/05 Bi-Weekly	1/1/05 - 12/31/05 Annual	1/1/06 - 9/30/07 Bi-Weekly	1/1/06 - 9/30/07 Annual
Step 1	$1,554	$40,404	$1,601	$41,626	$1,649	$42,874	$1,698	$44,148
Step 2	$1,624	$42,224	$1,673	$43,498	$1,723	$44,798	$1,775	$46,150
Step 3	$1,697	$44,122	$1,748	$45,448	$1,800	$46,800	$1,854	$48,204
Step 4	$1,774	$46,124	$1,827	$47,502	$1,882	$48,932	$1,938	$50,388
Step 5	$1,853	$48,178	$1,909	$49,634	$1,966	$51,116	$2,025	$52,650
Step 6	$1,944	$50,544	$2,002	$52,052	$2,062	$53,612	$2,124	$55,224

FS-2	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual
Step 1	$1,705	$44,330	$1,756	$45,656	$1,809	$47,034	$1,863	$48,438
Step 2	$1,798	$46,748	$1,852	$48,152	$1,908	$49,608	$1,965	$51,090
Step 3	$1,897	$49,322	$1,954	$50,804	$2,013	$52,338	$2,073	$53,898
Step 4	$2,001	$52,026	$2,061	$53,586	$2,123	$55,198	$2,187	$56,862
Step 5	$2,112	$54,912	$2,175	$56,550	$2,240	$58,240	$2,307	$59,982
Step 6	$2,234	$58,084	$2,301	$59,826	$2,370	$61,620	$2,441	$63,466

FS-3	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual
Step 1	$1,831	$47,606	$1,886	$49,036	$1,943	$50,518	$2,001	$52,026
Step 2	$1,923	$49,998	$1,981	$51,506	$2,040	$53,040	$2,101	$54,626
Step 3	$2,019	$52,494	$2,080	$54,080	$2,142	$55,692	$2,206	$57,356
Step 4	$2,120	$55,120	$2,184	$56,784	$2,250	$58,500	$2,318	$60,268
Step 5	$2,226	$57,876	$2,293	$59,618	$2,362	$61,412	$2,433	$63,258
Step 6	$2,365	$61,490	$2,442	$63,492	$2,515	$65,390	$2,590	$67,340

FS-4	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual
Step 1	$1,970	$51,220	$2,029	$52,754	$2,090	$54,340	$2,153	$55,978
Step 2	$2,059	$53,534	$2,121	$55,146	$2,185	$56,810	$2,251	$58,526
Step 3	$2,152	$55,952	$2,217	$57,642	$2,284	$59,384	$2,353	$61,178
Step 4	$2,248	$58,448	$2,315	$60,190	$2,384	$61,984	$2,456	$63,856
Step 5	$2,349	$61,074	$2,419	$62,894	$2,492	$64,792	$2,567	$66,742
Step 6	$2,464	$64,064	$2,538	$65,988	$2,614	$67,964	$2,692	$69,992

Appendix B - Salary Schedules

FS-5	1/1/03-12/31/03 Bi-Weekly	1/1/03-12/31/03 Annual	1/1/04 - 12/31/04 Bi-Weekly	1/1/04 - 12/31/04 Annual	1/1/05 - 12/31/05 Bi-Weekly	1/1/05 - 12/31/05 Annual	1/1/06 - 9/30/07 Bi-Weekly	1/1/06 - 9/30/07 Annual
Step 1	$2,097	$54,522	$2,160	$56,160	$2,225	$57,850	$2,292	$59,592
Step 2	$2,192	$56,992	$2,258	$58,708	$2,326	$60,476	$2,396	$62,296
Step 3	$2,291	$59,566	$2,360	$61,360	$2,431	$63,206	$2,504	$65,104
Step 4	$2,394	$62,244	$2,466	$64,116	$2,540	$66,040	$2,616	$68,016
Step 5	$2,502	$65,052	$2,577	$67,002	$2,654	$69,004	$2,734	$71,084
Step 6	$2,628	$68,328	$2,707	$70,382	$2,788	$72,488	$2,872	$74,672

FS-7	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual
Step 1	$2,360	$61,360	$2,431	$63,206	$2,504	$65,104	$2,579	$67,054
Step 2	$2,466	$64,116	$2,540	$66,040	$2,616	$68,016	$2,694	$70,044
Step 3	$2,577	$67,002	$2,654	$69,004	$2,734	$71,084	$2,816	$73,216
Step 4	$2,693	$70,018	$2,774	$72,124	$2,857	$74,282	$2,943	$76,518
Step 5	$2,815	$73,190	$2,899	$75,374	$2,986	$77,636	$3,076	$79,976
Step 6	$2,946	$76,596	$3,034	$78,884	$3,125	$81,250	$3,219	$83,694

FS-8	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual
Step 1	$2,526	$65,676	$2,602	$67,652	$2,680	$69,680	$2,760	$71,760
Step 2	$2,639	$68,614	$2,718	$70,668	$2,800	$72,800	$2,884	$74,984
Step 3	$2,757	$71,682	$2,840	$73,840	$2,925	$76,050	$3,013	$78,338
Step 4	$2,881	$74,906	$2,967	$77,142	$3,056	$79,456	$3,148	$81,848
Step 5	$3,011	$78,286	$3,101	$80,626	$3,194	$83,044	$3,290	$85,540
Step 6	$3,158	$82,108	$3,253	$84,578	$3,351	$87,126	$3,452	$89,752

FS-9	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual
Step 1	$2,705	$70,330	$2,786	$72,436	$2,870	$74,620	$2,956	$76,856
Step 2	$2,826	$73,476	$2,911	$75,686	$2,998	$77,948	$3,088	$80,288
Step 3	$2,953	$76,778	$3,042	$79,092	$3,133	$81,458	$3,227	$83,902
Step 4	$3,086	$80,236	$3,179	$82,654	$3,274	$85,124	$3,372	$87,672
Step 5	$3,225	$83,850	$3,322	$86,372	$3,422	$88,972	$3,525	$91,650
Step 6	$3,377	$87,802	$3,478	$90,428	$3,582	$93,132	$3,689	$95,914

Appendix C - Longevity Schedules

Salary Range FS 1 - Longevity Amount

Effective 1/1/03

Step 1	Bi-weekly	$1,554.00
After 5 years	1.50%	$23.31
After 10 years	2.00%	$31.08
After 15 years	3.00%	$46.62
After 20 years	4.00%	$62.16
After 25 years	5.00%	$77.70

Step 2	Bi-weekly	$1,624.00
After 5 years	1.50%	$24.36
After 10 years	2.00%	$32.48
After 15 years	3.00%	$48.72
After 20 years	4.00%	$64.96
After 25 years	5.00%	$81.20

Step 3	Bi-weekly	$1,697.00
After 5 years	1.50%	$25.46
After 10 years	2.00%	$33.94
After 15 years	3.00%	$50.91
After 20 years	4.00%	$67.88
After 25 years	5.00%	$84.85

Step 4	Bi-weekly	$1,774.00
After 5 years	1.50%	$26.61
After 10 years	2.00%	$35.48
After 15 years	3.00%	$53.22
After 20 years	4.00%	$70.96
After 25 years	5.00%	$88.70

Step 5	Bi-weekly	$1,853.00
After 5 years	1.50%	$27.80
After 10 years	2.00%	$37.06
After 15 years	3.00%	$55.59
After 20 years	4.00%	$74.12
After 25 years	5.00%	$92.65

Step 6	Bi-weekly	$1,944.00
After 5 years	1.50%	$29.16
After 10 years	2.00%	$38.88
After 15 years	3.00%	$58.32
After 20 years	4.00%	$77.76
After 25 years	5.00%	$97.20

Salary Range FS 2 - Longevity Amount

Effective 1/1/03

Step 1	Bi-weekly	$1,705.00
After 5 years	1.50%	$25.58
After 10 years	2.00%	$34.10
After 15 years	3.00%	$51.15
After 20 years	4.00%	$68.20
After 25 years	5.00%	$85.25

Step 2	Bi-weekly	$1,798.00
After 5 years	1.50%	$26.97
After 10 years	2.00%	$35.96
After 15 years	3.00%	$53.94
After 20 years	4.00%	$71.92
After 25 years	5.00%	$89.90

Step 3	Bi-weekly	$1,897.00
After 5 years	1.50%	$28.46
After 10 years	2.00%	$37.94
After 15 years	3.00%	$56.91
After 20 years	4.00%	$75.88
After 25 years	5.00%	$94.85

Step 4	Bi-weekly	$2,001.00
After 5 years	1.50%	$30.02
After 10 years	2.00%	$40.02
After 15 years	3.00%	$60.03
After 20 years	4.00%	$80.04
After 25 years	5.00%	$100.05

Step 5	Bi-weekly	$2,112.00
After 5 years	1.50%	$31.68
After 10 years	2.00%	$42.24
After 15 years	3.00%	$63.36
After 20 years	4.00%	$84.48
After 25 years	5.00%	$105.60

Step 6	Bi-weekly	$2,234.00
After 5 years	1.50%	$33.51
After 10 years	2.00%	$44.68
After 15 years	3.00%	$67.02
After 20 years	4.00%	$89.36
After 25 years	5.00%	$111.70

Appendix C - Longevity Schedules

Salary Range FS 1 - Longevity Amount

Effective 1/1/04

Step 1	Bi-weekly	$1,601.00
After 5 years	1.50%	$24.02
After 10 years	2.00%	$32.02
After 15 years	3.00%	$48.03
After 20 years	4.00%	$64.04
After 25 years	5.00%	$80.05

Step 2	Bi-weekly	$1,673.00
After 5 years	1.50%	$25.10
After 10 years	2.00%	$33.46
After 15 years	3.00%	$50.19
After 20 years	4.00%	$66.92
After 25 years	5.00%	$83.65

Step 3	Bi-weekly	$1,748.00
After 5 years	1.50%	$26.22
After 10 years	2.00%	$34.96
After 15 years	3.00%	$52.44
After 20 years	4.00%	$69.92
After 25 years	5.00%	$87.40

Step 4	Bi-weekly	$1,827.00
After 5 years	1.50%	$27.41
After 10 years	2.00%	$36.54
After 15 years	3.00%	$54.81
After 20 years	4.00%	$73.08
After 25 years	5.00%	$91.35

Step 5	Bi-weekly	$1,909.00
After 5 years	1.50%	$28.64
After 10 years	2.00%	$38.18
After 15 years	3.00%	$57.27
After 20 years	4.00%	$76.36
After 25 years	5.00%	$95.45

Step 6	Bi-weekly	$2,002.00
After 5 years	1.50%	$30.03
After 10 years	2.00%	$40.04
After 15 years	3.00%	$60.06
After 20 years	4.00%	$80.08
After 25 years	5.00%	$100.10

Salary Range FS 2 - Longevity Amount

Effective 1/1/04

Step 1	Bi-weekly	$1,756.00
After 5 years	1.50%	$26.34
After 10 years	2.00%	$35.12
After 15 years	3.00%	$52.68
After 20 years	4.00%	$70.24
After 25 years	5.00%	$87.80

Step 2	Bi-weekly	$1,852.00
After 5 years	1.50%	$27.78
After 10 years	2.00%	$37.04
After 15 years	3.00%	$55.56
After 20 years	4.00%	$74.08
After 25 years	5.00%	$92.60

Step 3	Bi-weekly	$1,954.00
After 5 years	1.50%	$29.31
After 10 years	2.00%	$39.08
After 15 years	3.00%	$58.62
After 20 years	4.00%	$78.16
After 25 years	5.00%	$97.70

Step 4	Bi-weekly	$2,061.00
After 5 years	1.50%	$30.92
After 10 years	2.00%	$41.22
After 15 years	3.00%	$61.83
After 20 years	4.00%	$82.44
After 25 years	5.00%	$103.05

Step 5	Bi-weekly	$2,175.00
After 5 years	1.50%	$32.63
After 10 years	2.00%	$43.50
After 15 years	3.00%	$65.25
After 20 years	4.00%	$87.00
After 25 years	5.00%	$108.75

Step 6	Bi-weekly	$2,301.00
After 5 years	1.50%	$34.52
After 10 years	2.00%	$46.02
After 15 years	3.00%	$69.03
After 20 years	4.00%	$92.04
After 25 years	5.00%	$115.05

Appendix C - Longevity Schedules

Salary Range FS 1 - Longevity Amount

Effective 1/1/05

Step 1	Bi-weekly	$1,649.00
After 5 years	1.50%	$24.74
After 10 years	2.00%	$32.98
After 15 years	3.00%	$49.47
After 20 years	4.00%	$65.96
After 25 years	5.00%	$82.45

Step 2	Bi-weekly	$1,723.00
After 5 years	1.50%	$25.85
After 10 years	2.00%	$34.46
After 15 years	3.00%	$51.69
After 20 years	4.00%	$68.92
After 25 years	5.00%	$86.15

Step 3	Bi-weekly	$1,800.00
After 5 years	1.50%	$27.00
After 10 years	2.00%	$36.00
After 15 years	3.00%	$54.00
After 20 years	4.00%	$72.00
After 25 years	5.00%	$90.00

Step 4	Bi-weekly	$1,882.00
After 5 years	1.50%	$28.23
After 10 years	2.00%	$37.64
After 15 years	3.00%	$56.46
After 20 years	4.00%	$75.28
After 25 years	5.00%	$94.10

Step 5	Bi-weekly	$1,966.00
After 5 years	1.50%	$29.49
After 10 years	2.00%	$39.32
After 15 years	3.00%	$58.98
After 20 years	4.00%	$78.64
After 25 years	5.00%	$98.30

Step 6	Bi-weekly	$2,062.00
After 5 years	1.50%	$30.93
After 10 years	2.00%	$41.24
After 15 years	3.00%	$61.86
After 20 years	4.00%	$82.48
After 25 years	5.00%	$103.10

Salary Range FS 2 - Longevity Amount

Effective 1/1/05

Step 1	Bi-weekly	$1,809.00
After 5 years	1.50%	$27.14
After 10 years	2.00%	$36.18
After 15 years	3.00%	$54.27
After 20 years	4.00%	$72.36
After 25 years	5.00%	$90.45

Step 2	Bi-weekly	$1,908.00
After 5 years	1.50%	$28.62
After 10 years	2.00%	$38.16
After 15 years	3.00%	$57.24
After 20 years	4.00%	$76.32
After 25 years	5.00%	$95.40

Step 3	Bi-weekly	$2,013.00
After 5 years	1.50%	$30.20
After 10 years	2.00%	$40.26
After 15 years	3.00%	$60.39
After 20 years	4.00%	$80.52
After 25 years	5.00%	$100.65

Step 4	Bi-weekly	$2,123.00
After 5 years	1.50%	$31.85
After 10 years	2.00%	$42.46
After 15 years	3.00%	$63.69
After 20 years	4.00%	$84.92
After 25 years	5.00%	$106.15

Step 5	Bi-weekly	$2,240.00
After 5 years	1.50%	$33.60
After 10 years	2.00%	$44.80
After 15 years	3.00%	$67.20
After 20 years	4.00%	$89.60
After 25 years	5.00%	$112.00

Step 6	Bi-weekly	$2,370.00
After 5 years	1.50%	$35.55
After 10 years	2.00%	$47.40
After 15 years	3.00%	$71.10
After 20 years	4.00%	$94.80
After 25 years	5.00%	$118.50

Appendix C - Longevity Schedules

Salary Range FS 1 - Longevity Amount

Effective 1/1/06

Step 1	Bi-weekly	$1,698.00
After 5 years	1.50%	$25.47
After 10 years	2.00%	$33.96
After 15 years	3.00%	$50.94
After 20 years	4.00%	$67.92
After 25 years	5.00%	$84.90

Step 2	Bi-weekly	$1,775.00
After 5 years	1.50%	$26.63
After 10 years	2.00%	$35.50
After 15 years	3.00%	$53.25
After 20 years	4.00%	$71.00
After 25 years	5.00%	$88.75

Step 3	Bi-weekly	$1,854.00
After 5 years	1.50%	$27.81
After 10 years	2.00%	$37.08
After 15 years	3.00%	$55.62
After 20 years	4.00%	$74.16
After 25 years	5.00%	$92.70

Step 4	Bi-weekly	$1,938.00
After 5 years	1.50%	$29.07
After 10 years	2.00%	$38.76
After 15 years	3.00%	$58.14
After 20 years	4.00%	$77.52
After 25 years	5.00%	$96.90

Step 5	Bi-weekly	$2,025.00
After 5 years	1.50%	$30.38
After 10 years	2.00%	$40.50
After 15 years	3.00%	$60.75
After 20 years	4.00%	$81.00
After 25 years	5.00%	$101.25

Step 6	Bi-weekly	$2,124.00
After 5 years	1.50%	$31.86
After 10 years	2.00%	$42.48
After 15 years	3.00%	$63.72
After 20 years	4.00%	$84.96
After 25 years	5.00%	$106.20

Salary Range FS 2 - Longevity Amount

Effective 1/1/06

Step 1	Bi-weekly	$1,863.00
After 5 years	1.50%	$27.95
After 10 years	2.00%	$37.26
After 15 years	3.00%	$55.89
After 20 years	4.00%	$74.52
After 25 years	5.00%	$93.15

Step 2	Bi-weekly	$1,965.00
After 5 years	1.50%	$29.48
After 10 years	2.00%	$39.30
After 15 years	3.00%	$58.95
After 20 years	4.00%	$78.60
After 25 years	5.00%	$98.25

Step 3	Bi-weekly	$2,073.00
After 5 years	1.50%	$31.10
After 10 years	2.00%	$41.46
After 15 years	3.00%	$62.19
After 20 years	4.00%	$82.92
After 25 years	5.00%	$103.65

Step 4	Bi-weekly	$2,187.00
After 5 years	1.50%	$32.81
After 10 years	2.00%	$43.74
After 15 years	3.00%	$65.61
After 20 years	4.00%	$87.48
After 25 years	5.00%	$109.35

Step 5	Bi-weekly	$2,307.00
After 5 years	1.50%	$34.61
After 10 years	2.00%	$46.14
After 15 years	3.00%	$69.21
After 20 years	4.00%	$92.28
After 25 years	5.00%	$115.35

Step 6	Bi-weekly	$2,441.00
After 5 years	1.50%	$36.62
After 10 years	2.00%	$48.82
After 15 years	3.00%	$73.23
After 20 years	4.00%	$97.64
After 25 years	5.00%	$122.05

Appendix C - Longevity Schedules

Salary Range FS 3 - Longevity Amount

Effective 1/1/03

Step 1	Bi-weekly	$1,831.00
After 5 years	1.50%	$27.47
After 10 years	2.00%	$36.62
After 15 years	3.00%	$54.93
After 20 years	4.00%	$73.24
After 25 years	5.00%	$91.55

Step 2	Bi-weekly	$1,923.00
After 5 years	1.50%	$28.85
After 10 years	2.00%	$38.46
After 15 years	3.00%	$57.69
After 20 years	4.00%	$76.92
After 25 years	5.00%	$96.15

Step 3	Bi-weekly	$2,019.00
After 5 years	1.50%	$30.29
After 10 years	2.00%	$40.38
After 15 years	3.00%	$60.57
After 20 years	4.00%	$80.76
After 25 years	5.00%	$100.95

Step 4	Bi-weekly	$2,120.00
After 5 years	1.50%	$31.80
After 10 years	2.00%	$42.40
After 15 years	3.00%	$63.60
After 20 years	4.00%	$84.80
After 25 years	5.00%	$106.00

Step 4	Bi-weekly	$2,226.00
After 5 years	1.50%	$33.39
After 10 years	2.00%	$44.52
After 15 years	3.00%	$66.78
After 20 years	4.00%	$89.04
After 25 years	5.00%	$111.30

Step 4	Bi-weekly	$2,365.00
After 5 years	1.50%	$35.48
After 10 years	2.00%	$47.30
After 15 years	3.00%	$70.95
After 20 years	4.00%	$94.60
After 25 years	5.00%	$118.25

Salary Range FS 4 - Longevity Amount

Effective 1/1/03

Step 1	Bi-weekly	$1,970.00
After 5 years	1.50%	$29.55
After 10 years	2.00%	$39.40
After 15 years	3.00%	$59.10
After 20 years	4.00%	$78.80
After 25 years	5.00%	$98.50

Step 2	Bi-weekly	$2,059.00
After 5 years	1.50%	$30.89
After 10 years	2.00%	$41.18
After 15 years	3.00%	$61.77
After 20 years	4.00%	$82.36
After 25 years	5.00%	$102.95

Step 3	Bi-weekly	$2,152.00
After 5 years	1.50%	$32.28
After 10 years	2.00%	$43.04
After 15 years	3.00%	$64.56
After 20 years	4.00%	$86.08
After 25 years	5.00%	$107.60

Step 4	Bi-weekly	$2,248.00
After 5 years	1.50%	$33.72
After 10 years	2.00%	$44.96
After 15 years	3.00%	$67.44
After 20 years	4.00%	$89.92
After 25 years	5.00%	$112.40

Step 5	Bi-weekly	$2,349.00
After 5 years	1.50%	$35.24
After 10 years	2.00%	$46.98
After 15 years	3.00%	$70.47
After 20 years	4.00%	$93.96
After 25 years	5.00%	$117.45

Step 6	Bi-weekly	$2,464.00
After 5 years	1.50%	$36.96
After 10 years	2.00%	$49.28
After 15 years	3.00%	$73.92
After 20 years	4.00%	$98.56
After 25 years	5.00%	$123.20

Appendix C - Longevity Schedules

Salary Range FS 3 - Longevity Amount

Effective 1/1/04

Step 1	Bi-weekly	$1,886.00
After 5 years	1.50%	$28.29
After 10 years	2.00%	$37.72
After 15 years	3.00%	$56.58
After 20 years	4.00%	$75.44
After 25 years	5.00%	$94.30

Step 2	Bi-weekly	$1,981.00
After 5 years	1.50%	$29.72
After 10 years	2.00%	$39.62
After 15 years	3.00%	$59.43
After 20 years	4.00%	$79.24
After 25 years	5.00%	$99.05

Step 3	Bi-weekly	$2,080.00
After 5 years	1.50%	$31.20
After 10 years	2.00%	$41.60
After 15 years	3.00%	$62.40
After 20 years	4.00%	$83.20
After 25 years	5.00%	$104.00

Step 4	Bi-weekly	$2,184.00
After 5 years	1.50%	$32.76
After 10 years	2.00%	$43.68
After 15 years	3.00%	$65.52
After 20 years	4.00%	$87.36
After 25 years	5.00%	$109.20

Step 4	Bi-weekly	$2,293.00
After 5 years	1.50%	$34.40
After 10 years	2.00%	$45.86
After 15 years	3.00%	$68.79
After 20 years	4.00%	$91.72
After 25 years	5.00%	$114.65

Step 4	Bi-weekly	$2,442.00
After 5 years	1.50%	$36.63
After 10 years	2.00%	$48.84
After 15 years	3.00%	$73.26
After 20 years	4.00%	$97.68
After 25 years	5.00%	$122.10

Salary Range FS 4 - Longevity Amount

Effective 1/1/04

Step 1	Bi-weekly	$2,029.00
After 5 years	1.50%	$30.44
After 10 years	2.00%	$40.58
After 15 years	3.00%	$60.87
After 20 years	4.00%	$81.16
After 25 years	5.00%	$101.45

Step 2	Bi-weekly	$2,121.00
After 5 years	1.50%	$31.82
After 10 years	2.00%	$42.42
After 15 years	3.00%	$63.63
After 20 years	4.00%	$84.84
After 25 years	5.00%	$106.05

Step 3	Bi-weekly	$2,217.00
After 5 years	1.50%	$33.26
After 10 years	2.00%	$44.34
After 15 years	3.00%	$66.51
After 20 years	4.00%	$88.68
After 25 years	5.00%	$110.85

Step 4	Bi-weekly	$2,315.00
After 5 years	1.50%	$34.73
After 10 years	2.00%	$46.30
After 15 years	3.00%	$69.45
After 20 years	4.00%	$92.60
After 25 years	5.00%	$115.75

Step 5	Bi-weekly	$2,419.00
After 5 years	1.50%	$36.29
After 10 years	2.00%	$48.38
After 15 years	3.00%	$72.57
After 20 years	4.00%	$96.76
After 25 years	5.00%	$120.95

Step 6	Bi-weekly	$2,538.00
After 5 years	1.50%	$38.07
After 10 years	2.00%	$50.76
After 15 years	3.00%	$76.14
After 20 years	4.00%	$101.52
After 25 years	5.00%	$126.90

Appendix C - Longevity Schedules

Salary Range FS 3 - Longevity Amount

Effective 1/1/05

Step 1	Bi-weekly	$1,943.00
After 5 years	1.50%	$29.15
After 10 years	2.00%	$38.86
After 15 years	3.00%	$58.29
After 20 years	4.00%	$77.72
After 25 years	5.00%	$97.15

Step 2	Bi-weekly	$2,040.00
After 5 years	1.50%	$30.60
After 10 years	2.00%	$40.80
After 15 years	3.00%	$61.20
After 20 years	4.00%	$81.60
After 25 years	5.00%	$102.00

Step 3	Bi-weekly	$2,142.00
After 5 years	1.50%	$32.13
After 10 years	2.00%	$42.84
After 15 years	3.00%	$64.26
After 20 years	4.00%	$85.68
After 25 years	5.00%	$107.10

Step 4	Bi-weekly	$2,250.00
After 5 years	1.50%	$33.75
After 10 years	2.00%	$45.00
After 15 years	3.00%	$67.50
After 20 years	4.00%	$90.00
After 25 years	5.00%	$112.50

Step 4	Bi-weekly	$2,362.00
After 5 years	1.50%	$35.43
After 10 years	2.00%	$47.24
After 15 years	3.00%	$70.86
After 20 years	4.00%	$94.48
After 25 years	5.00%	$118.10

Step 4	Bi-weekly	$2,515.00
After 5 years	1.50%	$37.73
After 10 years	2.00%	$50.30
After 15 years	3.00%	$75.45
After 20 years	4.00%	$100.60
After 25 years	5.00%	$125.75

Salary Range FS 4 - Longevity Amount

Effective 1/1/05

Step 1	Bi-weekly	$2,090.00
After 5 years	1.50%	$31.35
After 10 years	2.00%	$41.80
After 15 years	3.00%	$62.70
After 20 years	4.00%	$83.60
After 25 years	5.00%	$104.50

Step 2	Bi-weekly	$2,185.00
After 5 years	1.50%	$32.78
After 10 years	2.00%	$43.70
After 15 years	3.00%	$65.55
After 20 years	4.00%	$87.40
After 25 years	5.00%	$109.25

Step 3	Bi-weekly	$2,284.00
After 5 years	1.50%	$34.26
After 10 years	2.00%	$45.68
After 15 years	3.00%	$68.52
After 20 years	4.00%	$91.36
After 25 years	5.00%	$114.20

Step 4	Bi-weekly	$2,384.00
After 5 years	1.50%	$35.76
After 10 years	2.00%	$47.68
After 15 years	3.00%	$71.52
After 20 years	4.00%	$95.36
After 25 years	5.00%	$119.20

Step 5	Bi-weekly	$2,492.00
After 5 years	1.50%	$37.38
After 10 years	2.00%	$49.84
After 15 years	3.00%	$74.76
After 20 years	4.00%	$99.68
After 25 years	5.00%	$124.60

Step 6	Bi-weekly	$2,614.00
After 5 years	1.50%	$39.21
After 10 years	2.00%	$52.28
After 15 years	3.00%	$78.42
After 20 years	4.00%	$104.56
After 25 years	5.00%	$130.70

Appendix C - Longevity Schedules

Salary Range FS 3 - Longevity Amount

Effective 1/1/06

Step 1	Bi-weekly	$2,001.00
After 5 years	1.50%	$30.02
After 10 years	2.00%	$40.02
After 15 years	3.00%	$60.03
After 20 years	4.00%	$80.04
After 25 years	5.00%	$100.05

Step 2	Bi-weekly	$2,101.00
After 5 years	1.50%	$31.52
After 10 years	2.00%	$42.02
After 15 years	3.00%	$63.03
After 20 years	4.00%	$84.04
After 25 years	5.00%	$105.05

Step 3	Bi-weekly	$2,206.00
After 5 years	1.50%	$33.09
After 10 years	2.00%	$44.12
After 15 years	3.00%	$66.18
After 20 years	4.00%	$88.24
After 25 years	5.00%	$110.30

Step 4	Bi-weekly	$2,318.00
After 5 years	1.50%	$34.77
After 10 years	2.00%	$46.36
After 15 years	3.00%	$69.54
After 20 years	4.00%	$92.72
After 25 years	5.00%	$115.90

Step 4	Bi-weekly	$2,433.00
After 5 years	1.50%	$36.50
After 10 years	2.00%	$48.66
After 15 years	3.00%	$72.99
After 20 years	4.00%	$97.32
After 25 years	5.00%	$121.65

Step 4	Bi-weekly	$2,590.00
After 5 years	1.50%	$38.85
After 10 years	2.00%	$51.80
After 15 years	3.00%	$77.70
After 20 years	4.00%	$103.60
After 25 years	5.00%	$129.50

Salary Range FS 4 - Longevity Amount

Effective 1/1/06

Step 1	Bi-weekly	$2,153.00
After 5 years	1.50%	$32.30
After 10 years	2.00%	$43.06
After 15 years	3.00%	$64.59
After 20 years	4.00%	$86.12
After 25 years	5.00%	$107.65

Step 2	Bi-weekly	$2,251.00
After 5 years	1.50%	$33.77
After 10 years	2.00%	$45.02
After 15 years	3.00%	$67.53
After 20 years	4.00%	$90.04
After 25 years	5.00%	$112.55

Step 3	Bi-weekly	$2,353.00
After 5 years	1.50%	$35.30
After 10 years	2.00%	$47.06
After 15 years	3.00%	$70.59
After 20 years	4.00%	$94.12
After 25 years	5.00%	$117.65

Step 4	Bi-weekly	$2,456.00
After 5 years	1.50%	$36.84
After 10 years	2.00%	$49.12
After 15 years	3.00%	$73.68
After 20 years	4.00%	$98.24
After 25 years	5.00%	$122.80

Step 5	Bi-weekly	$2,567.00
After 5 years	1.50%	$38.51
After 10 years	2.00%	$51.34
After 15 years	3.00%	$77.01
After 20 years	4.00%	$102.68
After 25 years	5.00%	$128.35

Step 6	Bi-weekly	$2,692.00
After 5 years	1.50%	$40.38
After 10 years	2.00%	$53.84
After 15 years	3.00%	$80.76
After 20 years	4.00%	$107.68
After 25 years	5.00%	$134.60

Appendix C - Longevity Schedules

Salary Range FS 5 - Longevity Amount

Effective 1/1/03

Step 1	Bi-weekly	$2,097.00
After 5 years	1.50%	$31.46
After 10 years	2.00%	$41.94
After 15 years	3.00%	$62.91
After 20 years	4.00%	$83.88
After 25 years	5.00%	$104.85

Step 2	Bi-weekly	$2,192.00
After 5 years	1.50%	$32.88
After 10 years	2.00%	$43.84
After 15 years	3.00%	$65.76
After 20 years	4.00%	$87.68
After 25 years	5.00%	$109.60

Step 3	Bi-weekly	$2,291.00
After 5 years	1.50%	$34.37
After 10 years	2.00%	$45.82
After 15 years	3.00%	$68.73
After 20 years	4.00%	$91.64
After 25 years	5.00%	$114.55

Step 4	Bi-weekly	$2,394.00
After 5 years	1.50%	$35.91
After 10 years	2.00%	$47.88
After 15 years	3.00%	$71.82
After 20 years	4.00%	$95.76
After 25 years	5.00%	$119.70

Step 5	Bi-weekly	$2,502.00
After 5 years	1.50%	$37.53
After 10 years	2.00%	$50.04
After 15 years	3.00%	$75.06
After 20 years	4.00%	$100.08
After 25 years	5.00%	$125.10

Step 6	Bi-weekly	$2,628.00
After 5 years	1.50%	$39.42
After 10 years	2.00%	$52.56
After 15 years	3.00%	$78.84
After 20 years	4.00%	$105.12
After 25 years	5.00%	$131.40

Salary Range FS 7 - Longevity Amount

Effective 1/1/03

Step 1	Bi-weekly	$2,360.00
After 5 years	1.50%	$35.40
After 10 years	2.00%	$47.20
After 15 years	3.00%	$70.80
After 20 years	4.00%	$94.40
After 25 years	5.00%	$118.00

Step 2	Bi-weekly	$2,466.00
After 5 years	1.50%	$36.99
After 10 years	2.00%	$49.32
After 15 years	3.00%	$73.98
After 20 years	4.00%	$98.64
After 25 years	5.00%	$123.30

Step 3	Bi-weekly	$2,577.00
After 5 years	1.50%	$38.66
After 10 years	2.00%	$51.54
After 15 years	3.00%	$77.31
After 20 years	4.00%	$103.08
After 25 years	5.00%	$128.85

Step 4	Bi-weekly	$2,693.00
After 5 years	1.50%	$40.40
After 10 years	2.00%	$53.86
After 15 years	3.00%	$80.79
After 20 years	4.00%	$107.72
After 25 years	5.00%	$134.65

Step 4	Bi-weekly	$2,815.00
After 5 years	1.50%	$42.23
After 10 years	2.00%	$56.30
After 15 years	3.00%	$84.45
After 20 years	4.00%	$112.60
After 25 years	5.00%	$140.75

Step 4	Bi-weekly	$2,946.00
After 5 years	1.50%	$44.19
After 10 years	2.00%	$58.92
After 15 years	3.00%	$88.38
After 20 years	4.00%	$117.84
After 25 years	5.00%	$147.30

Appendix C - Longevity Schedules

Salary Range FS 5 - Longevity Amount

Effective 1/1/04

Step 1	Bi-weekly	$2,160.00
After 5 years	1.50%	$32.40
After 10 years	2.00%	$43.20
After 15 years	3.00%	$64.80
After 20 years	4.00%	$86.40
After 25 years	5.00%	$108.00

Step 2	Bi-weekly	$2,258.00
After 5 years	1.50%	$33.87
After 10 years	2.00%	$45.16
After 15 years	3.00%	$67.74
After 20 years	4.00%	$90.32
After 25 years	5.00%	$112.90

Step 3	Bi-weekly	$2,360.00
After 5 years	1.50%	$35.40
After 10 years	2.00%	$47.20
After 15 years	3.00%	$70.80
After 20 years	4.00%	$94.40
After 25 years	5.00%	$118.00

Step 4	Bi-weekly	$2,466.00
After 5 years	1.50%	$36.99
After 10 years	2.00%	$49.32
After 15 years	3.00%	$73.98
After 20 years	4.00%	$98.64
After 25 years	5.00%	$123.30

Step 5	Bi-weekly	$2,577.00
After 5 years	1.50%	$38.66
After 10 years	2.00%	$51.54
After 15 years	3.00%	$77.31
After 20 years	4.00%	$103.08
After 25 years	5.00%	$128.85

Step 6	Bi-weekly	$2,707.00
After 5 years	1.50%	$40.61
After 10 years	2.00%	$54.14
After 15 years	3.00%	$81.21
After 20 years	4.00%	$108.28
After 25 years	5.00%	$135.35

Salary Range FS 7 - Longevity Amount

Effective 1/1/04

Step 1	Bi-weekly	$2,431.00
After 5 years	1.50%	$36.47
After 10 years	2.00%	$48.62
After 15 years	3.00%	$72.93
After 20 years	4.00%	$97.24
After 25 years	5.00%	$121.55

Step 2	Bi-weekly	$2,540.00
After 5 years	1.50%	$38.10
After 10 years	2.00%	$50.80
After 15 years	3.00%	$76.20
After 20 years	4.00%	$101.60
After 25 years	5.00%	$127.00

Step 3	Bi-weekly	$2,654.00
After 5 years	1.50%	$39.81
After 10 years	2.00%	$53.08
After 15 years	3.00%	$79.62
After 20 years	4.00%	$106.16
After 25 years	5.00%	$132.70

Step 4	Bi-weekly	$2,774.00
After 5 years	1.50%	$41.61
After 10 years	2.00%	$55.48
After 15 years	3.00%	$83.22
After 20 years	4.00%	$110.96
After 25 years	5.00%	$138.70

Step 5	Bi-weekly	$2,899.00
After 5 years	1.50%	$43.49
After 10 years	2.00%	$57.98
After 15 years	3.00%	$86.97
After 20 years	4.00%	$115.96
After 25 years	5.00%	$144.95

Step 6	Bi-weekly	$3,034.00
After 5 years	1.50%	$45.51
After 10 years	2.00%	$60.68
After 15 years	3.00%	$91.02
After 20 years	4.00%	$121.36
After 25 years	5.00%	$151.70

Appendix C - Longevity Schedules

Salary Range FS 5 - Longevity Amount

Effective 1/1/05

Step 1	Bi-weekly	$2,225.00
After 5 years	1.50%	$33.38
After 10 years	2.00%	$44.50
After 15 years	3.00%	$66.75
After 20 years	4.00%	$89.00
After 25 years	5.00%	$111.25

Step 2	Bi-weekly	$2,326.00
After 5 years	1.50%	$34.89
After 10 years	2.00%	$46.52
After 15 years	3.00%	$69.78
After 20 years	4.00%	$93.04
After 25 years	5.00%	$116.30

Step 3	Bi-weekly	$2,431.00
After 5 years	1.50%	$36.47
After 10 years	2.00%	$48.62
After 15 years	3.00%	$72.93
After 20 years	4.00%	$97.24
After 25 years	5.00%	$121.55

Step 4	Bi-weekly	$2,540.00
After 5 years	1.50%	$38.10
After 10 years	2.00%	$50.80
After 15 years	3.00%	$76.20
After 20 years	4.00%	$101.60
After 25 years	5.00%	$127.00

Step 5	Bi-weekly	$2,654.00
After 5 years	1.50%	$39.81
After 10 years	2.00%	$53.08
After 15 years	3.00%	$79.62
After 20 years	4.00%	$106.16
After 25 years	5.00%	$132.70

Step 6	Bi-weekly	$2,788.00
After 5 years	1.50%	$41.82
After 10 years	2.00%	$55.76
After 15 years	3.00%	$83.64
After 20 years	4.00%	$111.52
After 25 years	5.00%	$139.40

Salary Range FS 7 - Longevity Amount

Effective 1/1/05

Step 1	Bi-weekly	$2,504.00
After 5 years	1.50%	$37.56
After 10 years	2.00%	$50.08
After 15 years	3.00%	$75.12
After 20 years	4.00%	$100.16
After 25 years	5.00%	$125.20

Step 2	Bi-weekly	$2,616.00
After 5 years	1.50%	$39.24
After 10 years	2.00%	$52.32
After 15 years	3.00%	$78.48
After 20 years	4.00%	$104.64
After 25 years	5.00%	$130.80

Step 3	Bi-weekly	$2,734.00
After 5 years	1.50%	$41.01
After 10 years	2.00%	$54.68
After 15 years	3.00%	$82.02
After 20 years	4.00%	$109.36
After 25 years	5.00%	$136.70

Step 4	Bi-weekly	$2,857.00
After 5 years	1.50%	$42.86
After 10 years	2.00%	$57.14
After 15 years	3.00%	$85.71
After 20 years	4.00%	$114.28
After 25 years	5.00%	$142.85

Step 5	Bi-weekly	$2,986.00
After 5 years	1.50%	$44.79
After 10 years	2.00%	$59.72
After 15 years	3.00%	$89.58
After 20 years	4.00%	$119.44
After 25 years	5.00%	$149.30

Step 6	Bi-weekly	$3,125.00
After 5 years	1.50%	$46.88
After 10 years	2.00%	$62.50
After 15 years	3.00%	$93.75
After 20 years	4.00%	$125.00
After 25 years	5.00%	$156.25

Appendix C - Longevity Schedules

Salary Range FS 5 - Longevity Amount

Effective 1/1/06

Step 1	Bi-weekly	$2,292.00
After 5 years	1.50%	$34.38
After 10 years	2.00%	$45.84
After 15 years	3.00%	$68.76
After 20 years	4.00%	$91.68
After 25 years	5.00%	$114.60

Step 2	Bi-weekly	$2,396.00
After 5 years	1.50%	$35.94
After 10 years	2.00%	$47.92
After 15 years	3.00%	$71.88
After 20 years	4.00%	$95.84
After 25 years	5.00%	$119.80

Step 3	Bi-weekly	$2,504.00
After 5 years	1.50%	$37.56
After 10 years	2.00%	$50.08
After 15 years	3.00%	$75.12
After 20 years	4.00%	$100.16
After 25 years	5.00%	$125.20

Step 4	Bi-weekly	$2,616.00
After 5 years	1.50%	$39.24
After 10 years	2.00%	$52.32
After 15 years	3.00%	$78.48
After 20 years	4.00%	$104.64
After 25 years	5.00%	$130.80

Step 5	Bi-weekly	$2,734.00
After 5 years	1.50%	$41.01
After 10 years	2.00%	$54.68
After 15 years	3.00%	$82.02
After 20 years	4.00%	$109.36
After 25 years	5.00%	$136.70

Step 6	Bi-weekly	$2,872.00
After 5 years	1.50%	$43.08
After 10 years	2.00%	$57.44
After 15 years	3.00%	$86.16
After 20 years	4.00%	$114.88
After 25 years	5.00%	$143.60

Salary Range FS 7 - Longevity Amount

Effective 1/1/06

Step 1	Bi-weekly	$2,579.00
After 5 years	1.50%	$38.69
After 10 years	2.00%	$51.58
After 15 years	3.00%	$77.37
After 20 years	4.00%	$103.16
After 25 years	5.00%	$128.95

Step 2	Bi-weekly	$2,694.00
After 5 years	1.50%	$40.41
After 10 years	2.00%	$53.88
After 15 years	3.00%	$80.82
After 20 years	4.00%	$107.76
After 25 years	5.00%	$134.70

Step 3	Bi-weekly	$2,816.00
After 5 years	1.50%	$42.24
After 10 years	2.00%	$56.32
After 15 years	3.00%	$84.48
After 20 years	4.00%	$112.64
After 25 years	5.00%	$140.80

Step 4	Bi-weekly	$2,943.00
After 5 years	1.50%	$44.15
After 10 years	2.00%	$58.86
After 15 years	3.00%	$88.29
After 20 years	4.00%	$117.72
After 25 years	5.00%	$147.15

Step 5	Bi-weekly	$3,076.00
After 5 years	1.50%	$46.14
After 10 years	2.00%	$61.52
After 15 years	3.00%	$92.28
After 20 years	4.00%	$123.04
After 25 years	5.00%	$153.80

Step 6	Bi-weekly	$3,219.00
After 5 years	1.50%	$48.29
After 10 years	2.00%	$64.38
After 15 years	3.00%	$96.57
After 20 years	4.00%	$128.76
After 25 years	5.00%	$160.95

Appendix C - Longevity Schedules

Salary Range FS 8 - Longevity Amount

Effective 1/1/03

Step 1	Bi-weekly	$2,526.00
After 5 years	1.50%	$37.89
After 10 years	2.00%	$50.52
After 15 years	3.00%	$75.78
After 20 years	4.00%	$101.04
After 25 years	5.00%	$126.30

Step 2	Bi-weekly	$2,639.00
After 5 years	1.50%	$39.59
After 10 years	2.00%	$52.78
After 15 years	3.00%	$79.17
After 20 years	4.00%	$105.56
After 25 years	5.00%	$131.95

Step 3	Bi-weekly	$2,757.00
After 5 years	1.50%	$41.36
After 10 years	2.00%	$55.14
After 15 years	3.00%	$82.71
After 20 years	4.00%	$110.28
After 25 years	5.00%	$137.85

Step 4	Bi-weekly	$2,881.00
After 5 years	1.50%	$43.22
After 10 years	2.00%	$57.62
After 15 years	3.00%	$86.43
After 20 years	4.00%	$115.24
After 25 years	5.00%	$144.05

Step 4	Bi-weekly	$3,011.00
After 5 years	1.50%	$45.17
After 10 years	2.00%	$60.22
After 15 years	3.00%	$90.33
After 20 years	4.00%	$120.44
After 25 years	5.00%	$150.55

Step 4	Bi-weekly	$3,158.00
After 5 years	1.50%	$47.37
After 10 years	2.00%	$63.16
After 15 years	3.00%	$94.74
After 20 years	4.00%	$126.32
After 25 years	5.00%	$157.90

Salary Range FS 9 - Longevity Amount

Effective 1/1/03

Step 1	Bi-weekly	$2,705.00
After 5 years	1.50%	$40.58
After 10 years	2.00%	$54.10
After 15 years	3.00%	$81.15
After 20 years	4.00%	$108.20
After 25 years	5.00%	$135.25

Step 2	Bi-weekly	$2,826.00
After 5 years	1.50%	$42.39
After 10 years	2.00%	$56.52
After 15 years	3.00%	$84.78
After 20 years	4.00%	$113.04
After 25 years	5.00%	$141.30

Step 3	Bi-weekly	$2,953.00
After 5 years	1.50%	$44.30
After 10 years	2.00%	$59.06
After 15 years	3.00%	$88.59
After 20 years	4.00%	$118.12
After 25 years	5.00%	$147.65

Step 4	Bi-weekly	$3,086.00
After 5 years	1.50%	$46.29
After 10 years	2.00%	$61.72
After 15 years	3.00%	$92.58
After 20 years	4.00%	$123.44
After 25 years	5.00%	$154.30

Step 4	Bi-weekly	$3,225.00
After 5 years	1.50%	$48.38
After 10 years	2.00%	$64.50
After 15 years	3.00%	$96.75
After 20 years	4.00%	$129.00
After 25 years	5.00%	$161.25

Step 4	Bi-weekly	$3,377.00
After 5 years	1.50%	$50.66
After 10 years	2.00%	$67.54
After 15 years	3.00%	$101.31
After 20 years	4.00%	$135.08
After 25 years	5.00%	$168.85

Appendix C - Longevity Schedules

Salary Range FS 8 - Longevity Amount

Effective 1/1/04

Step 1	Bi-weekly	$2,602.00
After 5 years	1.50%	$39.03
After 10 years	2.00%	$52.04
After 15 years	3.00%	$78.06
After 20 years	4.00%	$104.08
After 25 years	5.00%	$130.10

Step 2	Bi-weekly	$2,718.00
After 5 years	1.50%	$40.77
After 10 years	2.00%	$54.36
After 15 years	3.00%	$81.54
After 20 years	4.00%	$108.72
After 25 years	5.00%	$135.90

Step 3	Bi-weekly	$2,840.00
After 5 years	1.50%	$42.60
After 10 years	2.00%	$56.80
After 15 years	3.00%	$85.20
After 20 years	4.00%	$113.60
After 25 years	5.00%	$142.00

Step 4	Bi-weekly	$2,967.00
After 5 years	1.50%	$44.51
After 10 years	2.00%	$59.34
After 15 years	3.00%	$89.01
After 20 years	4.00%	$118.68
After 25 years	5.00%	$148.35

Step 5	Bi-weekly	$3,101.00
After 5 years	1.50%	$46.52
After 10 years	2.00%	$62.02
After 15 years	3.00%	$93.03
After 20 years	4.00%	$124.04
After 25 years	5.00%	$155.05

Step 6	Bi-weekly	$3,253.00
After 5 years	1.50%	$48.80
After 10 years	2.00%	$65.06
After 15 years	3.00%	$97.59
After 20 years	4.00%	$130.12
After 25 years	5.00%	$162.65

Salary Range FS 9 - Longevity Amount

Effective 1/1/04

Step 1	Bi-weekly	$2,786.00
After 5 years	1.50%	$41.79
After 10 years	2.00%	$55.72
After 15 years	3.00%	$83.58
After 20 years	4.00%	$111.44
After 25 years	5.00%	$139.30

Step 2	Bi-weekly	$2,911.00
After 5 years	1.50%	$43.67
After 10 years	2.00%	$58.22
After 15 years	3.00%	$87.33
After 20 years	4.00%	$116.44
After 25 years	5.00%	$145.55

Step 3	Bi-weekly	$3,042.00
After 5 years	1.50%	$45.63
After 10 years	2.00%	$60.84
After 15 years	3.00%	$91.26
After 20 years	4.00%	$121.68
After 25 years	5.00%	$152.10

Step 4	Bi-weekly	$3,179.00
After 5 years	1.50%	$47.69
After 10 years	2.00%	$63.58
After 15 years	3.00%	$95.37
After 20 years	4.00%	$127.16
After 25 years	5.00%	$158.95

Step 5	Bi-weekly	$3,322.00
After 5 years	1.50%	$49.83
After 10 years	2.00%	$66.44
After 15 years	3.00%	$99.66
After 20 years	4.00%	$132.88
After 25 years	5.00%	$166.10

Step 6	Bi-weekly	$3,478.00
After 5 years	1.50%	$52.17
After 10 years	2.00%	$69.56
After 15 years	3.00%	$104.34
After 20 years	4.00%	$139.12
After 25 years	5.00%	$173.90

Appendix C - Longevity Schedules

Salary Range FS 8 - Longevity Amount

Effective 1/1/05

Step 1	Bi-weekly	$2,680.00
After 5 years	1.50%	$40.20
After 10 years	2.00%	$53.60
After 15 years	3.00%	$80.40
After 20 years	4.00%	$107.20
After 25 years	5.00%	$134.00

Step 2	Bi-weekly	$2,800.00
After 5 years	1.50%	$42.00
After 10 years	2.00%	$56.00
After 15 years	3.00%	$84.00
After 20 years	4.00%	$112.00
After 25 years	5.00%	$140.00

Step 3	Bi-weekly	$2,925.00
After 5 years	1.50%	$43.88
After 10 years	2.00%	$58.50
After 15 years	3.00%	$87.75
After 20 years	4.00%	$117.00
After 25 years	5.00%	$146.25

Step 4	Bi-weekly	$3,056.00
After 5 years	1.50%	$45.84
After 10 years	2.00%	$61.12
After 15 years	3.00%	$91.68
After 20 years	4.00%	$122.24
After 25 years	5.00%	$152.80

Step 5	Bi-weekly	$3,194.00
After 5 years	1.50%	$47.91
After 10 years	2.00%	$63.88
After 15 years	3.00%	$95.82
After 20 years	4.00%	$127.76
After 25 years	5.00%	$159.70

Step 6	Bi-weekly	$3,351.00
After 5 years	1.50%	$50.27
After 10 years	2.00%	$67.02
After 15 years	3.00%	$100.53
After 20 years	4.00%	$134.04
After 25 years	5.00%	$167.55

Salary Range FS 9 - Longevity Amount

Effective 1/1/05

Step 1	Bi-weekly	$2,870.00
After 5 years	1.50%	$43.05
After 10 years	2.00%	$57.40
After 15 years	3.00%	$86.10
After 20 years	4.00%	$114.80
After 25 years	5.00%	$143.50

Step 2	Bi-weekly	$2,998.00
After 5 years	1.50%	$44.97
After 10 years	2.00%	$59.96
After 15 years	3.00%	$89.94
After 20 years	4.00%	$119.92
After 25 years	5.00%	$149.90

Step 3	Bi-weekly	$3,133.00
After 5 years	1.50%	$47.00
After 10 years	2.00%	$62.66
After 15 years	3.00%	$93.99
After 20 years	4.00%	$125.32
After 25 years	5.00%	$156.65

Step 4	Bi-weekly	$3,274.00
After 5 years	1.50%	$49.11
After 10 years	2.00%	$65.48
After 15 years	3.00%	$98.22
After 20 years	4.00%	$130.96
After 25 years	5.00%	$163.70

Step 5	Bi-weekly	$3,422.00
After 5 years	1.50%	$51.33
After 10 years	2.00%	$68.44
After 15 years	3.00%	$102.66
After 20 years	4.00%	$136.88
After 25 years	5.00%	$171.10

Step 6	Bi-weekly	$3,582.00
After 5 years	1.50%	$53.73
After 10 years	2.00%	$71.64
After 15 years	3.00%	$107.46
After 20 years	4.00%	$143.28
After 25 years	5.00%	$179.10

Appendix C - Longevity Schedules

Salary Range FS 8 - Longevity Amount

Effective 1/1/06

Step 1	Bi-weekly	$2,760.00
After 5 years	1.50%	$41.40
After 10 years	2.00%	$55.20
After 15 years	3.00%	$82.80
After 20 years	4.00%	$110.40
After 25 years	5.00%	$138.00

Step 2	Bi-weekly	$2,884.00
After 5 years	1.50%	$43.26
After 10 years	2.00%	$57.68
After 15 years	3.00%	$86.52
After 20 years	4.00%	$115.36
After 25 years	5.00%	$144.20

Step 3	Bi-weekly	$3,013.00
After 5 years	1.50%	$45.20
After 10 years	2.00%	$60.26
After 15 years	3.00%	$90.39
After 20 years	4.00%	$120.52
After 25 years	5.00%	$150.65

Step 4	Bi-weekly	$3,148.00
After 5 years	1.50%	$47.22
After 10 years	2.00%	$62.96
After 15 years	3.00%	$94.44
After 20 years	4.00%	$125.92
After 25 years	5.00%	$157.40

Step 5	Bi-weekly	$3,290.00
After 5 years	1.50%	$49.35
After 10 years	2.00%	$65.80
After 15 years	3.00%	$98.70
After 20 years	4.00%	$131.60
After 25 years	5.00%	$164.50

Step 6	Bi-weekly	$3,452.00
After 5 years	1.50%	$51.78
After 10 years	2.00%	$69.04
After 15 years	3.00%	$103.56
After 20 years	4.00%	$138.08
After 25 years	5.00%	$172.60

Salary Range FS 9 - Longevity Amount

Effective 1/1/06

Step 1	Bi-weekly	$2,956.00
After 5 years	1.50%	$44.34
After 10 years	2.00%	$59.12
After 15 years	3.00%	$88.68
After 20 years	4.00%	$118.24
After 25 years	5.00%	$147.80

Step 2	Bi-weekly	$3,088.00
After 5 years	1.50%	$46.32
After 10 years	2.00%	$61.76
After 15 years	3.00%	$92.64
After 20 years	4.00%	$123.52
After 25 years	5.00%	$154.40

Step 3	Bi-weekly	$3,227.00
After 5 years	1.50%	$48.41
After 10 years	2.00%	$64.54
After 15 years	3.00%	$96.81
After 20 years	4.00%	$129.08
After 25 years	5.00%	$161.35

Step 4	Bi-weekly	$3,372.00
After 5 years	1.50%	$50.58
After 10 years	2.00%	$67.44
After 15 years	3.00%	$101.16
After 20 years	4.00%	$134.88
After 25 years	5.00%	$168.60

Step 5	Bi-weekly	$3,525.00
After 5 years	1.50%	$52.88
After 10 years	2.00%	$70.50
After 15 years	3.00%	$105.75
After 20 years	4.00%	$141.00
After 25 years	5.00%	$176.25

Step 6	Bi-weekly	$3,689.00
After 5 years	1.50%	$55.34
After 10 years	2.00%	$73.78
After 15 years	3.00%	$110.67
After 20 years	4.00%	$147.56
After 25 years	5.00%	$184.45

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
LABOR RELATIONS DEPARTMENT
3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102
(973) 792-3580
(973) 792-3596 FAX

APPENDIX D

March 9, 2005

Mr. Daniel Hughes, President
IUJAT USW 111S – PAFSA
JFK Airport Station
P.O. Box 300567
Jamaica, NY 11430-0567

Dear Mr. Hughes:

I am pleased to inform you that effective immediately, employees in the International Union of Journeymen and Allied Trades USW – 111S (PAFSA) are able to elect health coverage for a same-sex domestic partner as an eligible dependent. This coverage will be under the same terms and conditions as management employees. Employees seeking information on how to enroll their same-sex domestic partner under the Port Authority's group health plans should contact Employee Benefits at 212-435-2870.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

APPENDIX E

THE PORT AUTHORITY

AP 20-1.09

Office of the Executive Director

Revised: June 22, 1993

REMOVAL OF AN EMPLOYEE FOR MENTAL OR PHYSICAL DISABILITY*

I. Introduction

This AP applies only to permanent classified employees (see AP 20-1.01, Categories of Port Authority Employment).

II. Employee's Rights

A. No permanent classified employee shall be removed from his/her position because of mental or physical disability without a hearing as described below, unless such hearing is waived.

B. In all cases where an employee is to be removed from his/her position for reasons of mental or physical disability, the Director, Human Resources Department notifies the employee in writing of the intention so to do and informs him/her of his/her right to a hearing. Such notice is delivered to the employee or mailed to his/her last known address as appearing in the Director, Human Resources Department records.

C. If the employee fails to request a hearing within fourteen days after the delivery or mailing of such notice such hearing is considered waived.

D. If the employee requests a hearing, the hearing shall be before a Board appointed by the Executive Director and consisting of three or more members.

E. These provisions do not apply when the employee has reached an age fixed by the Port Authority for compulsory retirement.

III. Removal Procedure

A. Dismissal, demotion, application for involuntary retirement and other actions which substantially change the employee's duties and responsibilities are understood to be included within the meaning of the language, "removal of an employee from his/her position."

B. The initiative in each case is to be taken by the department head in the form of a memorandum addressed to the Executive Director, recommending the particular action to be taken.

C. The Executive Director notifies the initiating department head whether the recommendation is approved or disapproved.

D. If the recommendation is approved, the Executive Director also notifies the Director, Human Resources Department who sends out the letter of notification to the employee. It is the responsibility of the Director, Human Resources Department to follow up the notification. At the end of the fourteen day period provided, the Director, Human Resources Department notifies the initiating department if there is no response from the employee and therefore the right to a hearing has been waived. If there is an earlier response from the employee requesting a hearing, the Director, Human Resources Department notifies the Executive Director and the initiating department so that a Board may be established.

E. It is the additional responsibility of the Director, Human Resources Department to provide such services to the Board as it may require.

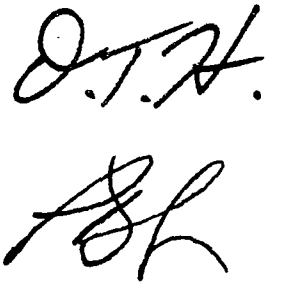
IV. Hearing Procedure

A. The Board investigates and determines whether the employee is mentally or physically incapable of performing his/her duties, and reports its findings to the Executive Director. The findings and recommendations of the Board are not, however, binding upon the Executive Director, but may be reversed or modified by him/her.

B. The Board shall afford the employee an opportunity to appear before it in person, or by representative, to make a statement and to produce medical testimony, medical certificates and other pertinent data. The failure of an employee to appear in person or by representative before the Board is considered a waiver of his/her right so to do, and if the employee is unable to attend, due to mental or physical disability, that fact may be taken into consideration by the Board in arriving at its conclusion.

C. The Board is not confined to evidence and testimony presented at hearings at which the employee is present, but may base its findings and recommendations upon investigations made or data received outside of such hearings.

* *This Administrative Policy Statement reformats and updates PAI 20-1.09, Removal of an Employee for Mental or Physical Disability, previously issued on September 30, 1970. The resulting changes, contained herein, do not, in any way, modify the policies and procedures contained in that Instruction.*



APPENDIX F

LONG-TERM DISABILITY (LTD) PROGRAM

FIELD OPERATIONS SUPERVISORS

LTD COVERAGE

If you have completed a minimum of one (1) year of continuous service with the Port Authority, you may be eligible for benefits under the LTD Program. The LTD Program is intended to partially replace the income you receive from the Port Authority during your active career should you become totally and permanently disabled due to a non-job related accident or illness. The term "totally and permanently disabled" means that you must be unable for the foreseeable future to perform the duties required of you as a Field Operations Supervisor. If your disabling condition resulted from your job, (e.g., was deemed an injury on duty (IOD) and/or determined to be compensable under Workers' Compensation) you cannot receive benefits under the LTD program.

LTD BENEFITS

If you are found to have become totally and permanently disabled as the result of a non-job related injury or illness, you will be eligible to receive an LTD allowance which, in combination with other relevant income, does not exceed 60% of your final base annual compensation. If you are granted an LTD allowance, in no event may the total Port Authority's portion of your LTD benefit exceed 50% of your final base annual compensation. In calculating the amount of "other relevant income" that will offset the Port Authority's portion of your LTD allowance, the "Option Zero" amount of your New York State and Local Employees' Retirement System benefit, and the Primary Insurance Amount of your Social Security Administration benefit based on a complete earnings history will be used. Any cost-of-living increases in these benefits will not further offset your LTD allowance.

Any income which you earn (i.e., through employment including self-employment) after you are granted an LTD allowance, will be considered "other relevant income" and will offset the Port Authority's portion of your LTD allowance and/or may affect your continued eligibility for LTD benefits.

The Office of Medical Services may periodically re-evaluate your medical condition to determine if you continue to be totally and permanently disabled based on the disabling condition for which you were granted LTD benefits.

The effective date for the beginning of your LTD allowance will coincide with the effective date of your ordinary disability or service retirement with the New York State and Local Employees' System, or the Social Security Administration as applicable. When these dates are not applicable, the effective date for beginning the LTD allowance will be the date on which the Office of Medical Services determines that a disabling condition exists. In all cases payment of the LTD allowance will not commence until the employee has been placed on an inactive payroll status.

The LTD allowance is paid for the duration of your disability subject to periodic re-evaluation by the Human Resources Department including the Office of Medical Services, or until you reach age 65. If you are granted an LTD allowance after you reach age 60, you will be entitled to a minimum of five (5) years of LTD payments.

While you are collecting LTD benefits, your Port Authority Group Health and Dental Insurance benefits will continue to be provided to you as if you had retired. Group Health benefits are provided at no cost, and you may elect Group Dental benefits in accordance with Section X of this Memorandum of Agreement. Your Group Term Life Insurance coverage will also continue, provided you elect it and either pay any required premiums or receive approval to have them waived by the insurance carrier.

APPLYING FOR AN LTD ALLOWANCE

If you are disabled and meet the conditions for LTD eligibility as outlined above, you should contact the Long-Term Disability Coordinator in the Employee Benefits Section, Human Resources Department, for assistance in applying for an LTD allowance. The application is made in the form of a letter from you addressed to the Employee Benefits Manager. The letter should state that you are unable to perform the duties of your position due to a non-job related medical condition, and should request that you be considered for benefits under the LTD Program.

An application for LTD benefits must be filed while you are still in an active employment status. When you apply for an LTD allowance, you are also required to apply for retirement and/or disability benefits from both the New York State and Local Employees' Retirement System and the Social Security Administration. Evidence of having concurrently applied for these benefits (e.g., copies of applications for those benefits) must be submitted with your LTD application.

Before your application for an LTD allowance can be acted on, the Office of Medical Services will be requested to evaluate your medical condition to determine if you are totally and permanently disabled. Approval for Ordinary Disability benefits by the New York State and Local Employees' Retirement System or for disability benefits by the Social Security Administration is required in addition to being found disabled by the Office of Medical

Services. However, if you are found to be disabled by the Office of Medical Services but are not approved by the Social Security Administration and are either not approved by the Retirement System or do not meet the Retirement System's ten (10) year member credit requirement for applying for Ordinary Disability benefits, you will be required to undergo an additional medical evaluation. A determination based on the additional medical evaluation that you are totally and permanently disabled and unable to perform the duties required of you as a Field Operations Supervisor will serve as a "second determination" in the absence of approval from Social Security or the Retirement System.

Based on the evaluation of the Office of Medical Services and any other medical evaluation that the Port Authority may request, as well as the results of your application for disability benefits from the New York State and Local Employees' Retirement System and the Social Security Administration, the Human Resources Director will consider your request and decide whether to recommend to the Executive Director that you be granted an LTD allowance.

APPROVAL PROCEDURE

Should the Executive Director approve the Human Resources Director's recommendation to grant you an LTD allowance, you will be notified of the amount of the LTD benefits payable and of the conditions under which they are paid. These conditions will include your cooperation with the Human Resources Department in furnishing any financial or employment information pertinent to your LTD allowance, submitting to a medical examination, if requested, by the Office of Medical Services and/or by any other physician that the Port Authority may designate. When your signed acceptance of these conditions is received, your LTD allowance will begin.

CONFIRMATION OF CONTINUED ELIGIBILITY

Periodic reviews to confirm continued eligibility for LTD benefits will be conducted by the Human Resources Department. You will be required to answer questions regarding your sources of income and your employment status. You may be requested to report for a medical evaluation by the Office of Medical Services. Your full and timely cooperation with these reviews is necessary in order to maintain your eligibility for LTD benefits. These reviews may be conducted periodically after your LTD allowance is granted and while you continue to receive the LTD allowance.

APPENDIX G

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MILITARY LEAVE

I. Introduction

This Instruction outlines the policy and procedure for granting Short-Term and Extended Military Leave to Port Authority employees.

II. Policy

A. Only permanent employees including those in a probationary status, are granted short term and extended military leave. Project employees are granted short term military leave only.

B. This Instruction should be interpreted in order to assure that in each case the reemployment protection provided to Port Authority employees is no less than the protection provided to private and federal employees under the Universal Military Training and Service Act. Within this general limitation, the Director, Human Resources Department, may modify applications of the provisions of this Instruction in special cases where this will serve the best interests of the employee and the Port Authority. Where an employee has been recalled to active duty as a disciplinary measure (for example, because of failure to attend drills) the Director, Human Resources Department, may reduce or eliminate benefits provided under this Instruction.

C. Permanent employees, including those in a probationary status, on military leave are considered continuously employed and retain their original date of employment for all purposes.

III. Extended Active Duty — Salary and Benefits

A. Permanent employees, including those in a probationary status, who are granted military leave for extended active duty receive a military leave payment as described in Attachment A to this Instruction.

B. Permanent employees, including those in a probationary status, who have served two years or more in full-time active military service and who are recalled to extended full-time active military service without their consent, receive partial salary continuation during such additional involuntary service up to one year, as described in Attachment A to this Instruction.

IV. Short-Term Active duty -- Salary and Benefits

In general, it is the policy of the Port Authority to protect from loss of income any employee who is granted military leave for short-term

active duty. Accordingly, partial salary continuation is paid to employees on short-term active duty as described in Paragraph IV, A of Attachment A to this Instruction.

V. Procedure

Attachment A outlines the operating rules and procedures to be followed in the administration of the military leave policy.

Attachment A

MILITARY LEAVE OPERATING RULES AND PROCEDURES

I. Definitions

A. "Military Leave" is any authorized absence of an employee so that he may undertake active military duty with the Armed Forces of the United States, the National Guard, or the Naval Militia.

B. "Extended Active Duty" is any period of full-time active military service or training in excess of 30 consecutive calendar days.

C. "Short-Term Active Duty" is any period of full-time active military service or training of 30 calendar day or less in any calendar year.

D. An "examination" consists of a written, oral, or performance test, or of one or more such tests. "Make-up examinations" are those given to employees prevented by military leave from participating in all or part of the original test.

II. Request for Leave

Any employee who wishes to receive military leave notifies his supervisor as soon as possible of that fact and of the expected dates on which the active duty is expected to start and to end.

The employee submits a written request for military leave (see Attachment B) and a copy of his official orders to active duty to his Unit Head. The orders and the request are then forwarded to the department director for his/her approval. A copy of the request and the orders along with a completed Employee Record, form PA 87 (only in cases of extended active duty), authorizing the leave of absence are forwarded to the Supervisor, Payroll and Administrative Services, Human Resources Department. If the employee wishes to use all or part of his accrued compensatory time or vacation time for military leave, this should also be noted in "Remarks." This time may be applied in whole working days but not in hours. If the entire period is taken as compensatory time or vacation time, no Payroll Notice is needed. Specific cases requiring further interpretation or determination are considered on an individual basis by the Manager, Employment Division, Human Resources Department. CN-225 1/22/90

If the department director approves the request for leave, the Unit Head notifies the employee of the approval and forwards a copy (only in cases of extended active duty) of the approved request memorandum to the Supervisor, Payroll and Administrative Services, Human Resources Department. CN-225 1/22/90

III. Provisions for Extended Active Duty (Long-Term Military Leave)

A. Military Leave Payments

Any employee granted military leave for extended active duty of one year or more, receives a military leave payment of one day's pay for

each full month of Port Authority Service, not exceeding 20 days' pay. The employee also receives cash payment for any accumulated vacation or compensatory time credited to him at the commencement of military leave.

B. Insurance and Retirement Programs

1. Health Insurance

Any employee who is a member of the P.A. group health insurance plans upon commencement of military leave is protected against any loss of benefits under these plans on return to P.A. employment. Group health insurance is suspended for the employee while on military leave, with all previous benefits being resumed upon reinstatement.

Dependents of such employees suffer no diminution of health insurance benefits while the employee is on military leave; however, dependents are expected to make use of appropriate Federal Government health care programs. The Port Authority pays any necessary subscription charges for group health insurance while employees are on military leave.

2. Life Insurance

When an employee commences military leave his membership in the Group Life Insurance Program terminates but his policy remains in effect for 31 calendar days. Upon return to Port Authority employment, he is reinstated to full membership in the program.

3. Retirement Program

Any employee who is a member of the New York State Employees' Retirement System when he commences military leave for extended active duty will, upon reinstatement, receive the same retirement benefits he would have received had he not been on military leave.

C. Vacation Allowance

1. For the year in which a long term military leave begins, vacation allowance is as specified in PAI 20-3.01, Vacations, Attachment A, Paragraph II.

2. Upon reinstatement after military leave for extended active duty, an employee receives a vacation allowance as specified in PAI 20-3.01, Vacations, Attachment A, Paragraph II.

D. Promotion Opportunities

1. When the employee departs on Extended Military Leave, he is requested to furnish a list of all promotion eligible lists, rosters and transfer lists in which his name appears. Each of these are noted in the employee's folder by the Human Resources

Representative who indicates the length of time remaining on the ranked vertical eligible lists before the list's expiration.

2. Promotion Examinations During Military Leave

An employee on military leave may participate in any promotion test if he can be present for the test; that is, if he is on furlough or is stationed near New York.

3. Upon Return from Leave

a. An employee on a permanent horizontal promotion roster when he left has never been deleted from the roster and therefore is still actively on the roster.

b. An employee on a ranked vertical promotion eligible list which expires during his military leave will upon his return from military leave be placed on top of the then current promotion eligible list for the length of time he had remaining between the day he left for service and the expiration date of the original list.

c. To the extent that it is administratively possible, he will be permitted to take make-up exams for any promotional opportunities that occurred during his absence for which he would have been qualified if he were here when the examinations were given. This is usually feasible if the examination consisted only of a written and/or individual oral examination.

d. He is immediately eligible to participate in any promotion examination in process for which he is qualified.

E. Reinstatement After Extended Military Leave

At the time an employee returns from extended active duty he is given a medical examination by the Office of Medical Services. An employee returning from military leave is restored to his former title or to a position of like seniority, status and pay as long as all of the following circumstances exist:

1. He has satisfactorily completed his period of military active duty or has been released from such service or training for medical reasons.

2. He makes application for reinstatement as soon as is reasonably practicable after discharge, release or rejection from military active duty or training, or after termination of service-connected hospitalization of not longer than one year.

a. Any employee (1) who is rejected during the induction process, or (2) who performs active duty for less than three consecutive months, must report for work at the beginning of his next regularly scheduled working day following such rejection or duty plus whatever time, if

any, is reasonably necessary to return to his place of employment.

b. Any employee who returns from active duty under any other circumstances must apply for reinstatement within 90 calendar days after being released.

3. He is qualified to perform the duties of his former Port Authority title when making application for reinstatement. If an employee is not qualified to perform the duties of his former Port Authority title by reason of disability sustained during military service or training, or if his former position has been discontinued, he is restored to another position the duties of which he is qualified to perform. The new title should provide him seniority status and pay most nearly comparable to that which he would have if he were to occupy his former title.

4. He refrains from re-enlisting or otherwise voluntarily prolonging extended active duty when he is eligible for separation.

5. Permanent Employees in a probationary status are treated as permanent employees, except that military leave time cannot be used to complete the probationary period.

IV. Provisions for Short-Term Military Leave

A. Pay

1. Rules

An employee ordered to short-term active duty is paid the difference between his federally taxable Port Authority pay and his federally taxable military pay, providing that the employee's military pay does not exceed his Port Authority pay. Travel allowances, uniform allotments, etc., are not normally considered military income for this purpose.

No part of short-term military leave is charged to compensatory time except after the employee's right to receive make-up pay has been exhausted. When a paid holiday occurs during an employee's military leave no additional day off is granted.

If any part of such duty is undertaken on a voluntary basis, the employee receives make-up pay for periods of absence totaling up to, but not more than 30 calendar days in any 12 consecutive months. Weekly or monthly drills are excluded in calculating the amount of short-term active duty subject to make-up pay.

2. Procedure

Any employee who is granted military leave for short-term active duty and who upon reinstatement is entitled to make-up pay must,

within 45 calendar days after returning to work, furnish the Supervisor, or Unit Head with his military pay voucher upon which make-up pay can be calculated. If an employee has not furnished the necessary voucher within 30 calendar days after returning to work, the Supervisor, or Unit Head will advise the employee by registered mail that unless he does so within the prescribed 45 calendar days, all wages paid to the employee by the Port Authority for the period of the military leave in question will be deducted. In this case, when the voucher is submitted any necessary adjustment will be made in the next pay period. CN-225 1/22/90

B. Insurance and Retirement Programs

All employee benefit programs, including health insurance, life insurance, and retirement plan, are continued for any employee who is granted military leave for short-term active duty. Employee contributions if any, covering the period of absence are made by regular payroll deduction.

C. Vacation Allowance

Any employee who is granted military leave for short-term active duty is not thereby deprived of any part of the vacation to which he is entitled. Any employee who wishes to use his vacation to undertake short-term active duty may request that his vacation be scheduled accordingly, and every effort is made to meet this request. However, because in such instances a full vacation salary is received, provisions in this PAI relating to make-up pay (see A, above) do not apply. If an employee chooses to receive make-up pay, he may not schedule vacation day during his military leave. He may, however, take vacation immediately before or after his military leave if his Unit Head approves.

D. Employee's Work Schedule

An employee returning from short-term military leave of two weeks or more is given Saturday and Sunday as RDO's during the period of his leave.

V. Part-Time Periodic Drills

Employees who are members of the organized reserves or the National Guard generally have an obligation to participate in weekly or monthly drills of short duration (constituting typically either 2 to 4 hours per week or one weekend per month). Whenever possible, working hours for such employees are scheduled to eliminate or minimize the occasions when it is necessary for them to be absent from work during scheduled working hours; however, the schedule of working hours should avoid giving such employees favored treatment over the other employees in the same position classification and otherwise similarly situated. Employees should, whenever possible, avoid reserve assignments which require them to be absent during scheduled working hours.

Whenever there is a conflict between periodic military drills and scheduled Port Authority working hours it is expected that the employee involved will arrange to exchange tours of Port Authority duty on a voluntary basis with another employee in the same position classification. If, however, an employee who is required to attend weekly or monthly drills on an involuntary basis as part of his military obligation is unable to make this arrangement, the manager of the organizational unit involved makes the necessary reassignments of tours of duty. An employee who has undertaken or extended his membership in the organized reserves or National Guard on a voluntary basis is expected to make his own arrangements for exchanging tours of duty where this is necessary to attend such drills.

VI. Recalled Employees

A. Partial Salary Continuation

1. Rules

Any employee who is recalled to active duty without his consent, receives partial salary continuation up to on year. At the end of one year, the employee is covered under the non-salary provisions which apply to long-term leave.

The Port Authority pays to such an employee a percentage as specified below, of the difference between his federally taxable Port Authority pay at the time he re-enters service and his federally taxable military pay for such period, as follows:

a. Any employee who has more than one dependent receives 100% of such difference.

b. Any employee who has one dependent receives 75% of such difference.

c. Any employee who has no dependents receives 50% of such difference.

Partial salary continuation checks are mailed bi-weekly on regular pay days by the Comptroller's Department to the employee or to anyone he designates in writing.

2. Procedure

An employee who is granted military leave for extended active duty and who is entitled to partial salary continuation under the provisions of Par. VI, A, furnishes the Supervisor, Payroll and Administrative Services, Human Resources Department promptly with CN-225
acceptable information regarding military pay, number of 1/22/90
dependents, and name and address of the dependent who is to receive partial salary continuation. Changes in military pay which occur while such employee is eligible to receive partial continuation must also be reported promptly to the Supervisor, Payroll and Administrative Services, Human Resources Department. The CN-225
Supervisor, Payroll and Administrative Services notifies the 1/22/90

Comptroller's Department of the make-up pay, military leave payment, or partial salary continuation arrangements which must be made.

B. Insurance, Retirement, Vacation and Promotion Programs

Recalled employees are treated as short-term leave employees for the first 30 days' duty, and as employees on long-term leave thereafter.

THE PORT AUTHORITY OF NY & NJ

MEMORANDUM

APPENDIX H
ATTACHMENT 1

Office of the Chief Administrative Officer

TO: Joseph J. Seymour, Executive Director
FROM: Mary Lee Hannell
DATE: April 29, 2003
SUBJECT: MILITARY LEAVE POLICY ADDENDUM – TEMPORARY AND EXTENDED FULL TIME ACTIVE DUTY - INVOLUNTARY CALL UP

COPY TO: L. LaCapra, L. Hofrichter, E. Schorno, S. Walsh, All Chiefs and Directors

Since the beginning of the events of Operation Enduring Freedom, many employers have experienced a temporary loss of staff who have been called to active duty in the armed forces. The sudden call-up caused employers to re-evaluate their existing military leave policies with respect to compensation and benefits and many have since altered their policies to minimize the financial impact on employees and their families. As a gesture of support for employees called to active duty and to more closely align our policy with that of other metropolitan area employers, our existing policy should immediately be modified as follows.

In connection with the events of Operation Enduring Freedom:

- provide payment of salary differential for those called up, regardless of status, for the duration of the leave;
- continue health and dental benefits coverage for employees and their dependents for the duration of the leave;
- continue life insurance coverage for the employees at their current level for the duration of the leave.

Since September 2001, several employees have been called to involuntary active duty and more are anticipated. A review of our records indicates that 44 employees have regularly taken short-term military leave. Since some employees use vacation time to satisfy their annual reserve requirement, the potential number of employees who could be called to duty may be marginally higher. However, since (1) these employees are not being permanently replaced; (2) the Port Authority will be reimbursed for the employees' military pay, and (3) the employees' medical costs will be at least partially paid for by military coverage, any additional costs associated with the recommended changes would not be material.

Attached is a comparison of our existing policy/proposed addendum and highlights of changes implemented by other metropolitan area employers.

Mary Lee Hannell
Executive Advisor
Office of the Chief Administrative Officer

Approved:

30 Apr 03

Joseph J. Seymour
Executive Director

Attachment

MEMORANDUM

Human Resources Department

APPENDIX H
ATTACHMENT 2

To: Kenneth J. Ringler Jr., Executive Director

From: Michael G. Massiah

Date: December 8, 2005

Subject: **MILITARY LEAVE POLICY ADDENDUM – TEMPORARY AND EXTENDED FULL TIME ACTIVE DUTY – INVOLUNTARY/VOLUNTARY CALL UP**

Copy To: L. LaCapra, J. Fox, L. Hofrichter, E. Schorno, All Chiefs and Directors

It is recommended that the military leave policy, as well as the subsequent addendum dated April 29, 2003, be amended to include those conditions and benefits related to salary continuation, health, dental and life insurance coverage for employees called to voluntary military service in connection with the events of Operation Enduring Freedom or Enduring Iraqi Freedom which was enacted by the President following the events of 9/11/01.

Michael G. Massiah
Director
Human Resources Department

Approved:

Kenneth J. Ringler Jr.
Executive Director

APPENDIX I

THE PORT AUTHORITY

AP 20-1.07

Office of the Executive Director

Revised: March 9, 1994

POLITICAL ACTIVITIES OF PORT AUTHORITY EMPLOYEES

I. Introduction

The Port Authority carries out its responsibilities under the Port Compact in an objective and non-partisan manner for the common good of the Port District. There must therefore be no interference in its administration by partisan political influence or considerations. In addition, the Port Authority is receiving federal funds for some of its facilities and thus many of its employees are subject to certain provisions of the Federal Political Activities Act. This Policy Statement establishes standards of political conduct as a condition of employment and continued employment for all Port Authority personnel in order to adhere to Port Authority policy and to comply with the federal law.

II. Policy

It is the policy of the Board of Commissioners that Port Authority employees shall not:

A. Use their official authority or influence for the purpose of interfering with an election or a nomination for office, or affecting the result thereof;

B. Directly or indirectly induce or counsel other employees to make any political contribution; or

C. Actively participate in partisan political management or in partisan political campaigns.

III. Definitions

A. "Partisan political campaigns" include all activities (except those permitted by this AP) directed toward the nomination or election of a candidate in a general or special election for a municipal, state or national office or for any other office for which there is a candidate representing any political party, which was represented by a candidate in the last preceding election at which presidential electors were selected; any activities directed toward influencing a public decision on any ballot question or proposition which is specifically identified with any national or state political party.

B. "Partisan political management" includes the seeking or holding of any position, title or office which is representative of a state or national political party or any other party which had candidates in the preceding presidential election; and other activities in furtherance of fund raising or political campaign of any such political party.

IV. Coverage

This Policy Statement covers all Port Authority employees including employees on leave of absence. Permanent and probationary Port Authority employees are subject to these political activity restrictions at all times; temporary employees are subject to the restrictions for the entire twenty four hours of any day of actual employment.

V. Permitted Political Activities

A. This Policy Statement is not intended to interfere with the basic rights of Port Authority employees as citizens to:

1. Vote as they choose.

   Political activity restrictions do not relieve an employee of his obligation as a citizen to inform himself of the issues and to register and vote.

2. Express their views on all political subjects and candidates.

   However, they may not do so in such places and in such a manner as to take an active part in political management or political campaigns of a partisan nature, or take part in public discussions of partisan issues in such a way as to identify themselves prominently with a political party unless such participation is approved by the Executive Director in the discharge of his responsibilities to the Board.

3. Petition Congress, the New Jersey or New York State Legislatures, or any Member, thereof.

   Provided that they do not represent themselves as spokesmen for or members of the Port Authority or use Port Authority stationery for this purpose, and provided that the work and program of the Port Authority is not involved in any such petition or issue. This restriction does not apply to an authorized employee writing his official capacity on Port Authority activities or interests. Employee organizations may use their letterheads to write to legislators in reference to legislation affecting their membership.

B. Employees may also:

1. Join political clubs and attend political rallies, but they may not take an active part in the management of the club or in the conduct of the rally, or act as chairman, officer, committee member, or delegate. They may vote on political issues, but may not speak for or against them publicly or at club meetings.

2. Make a reasonable voluntary campaign contribution to any regularly constituted political or campaign organization for its general expenditures. By "reasonable" is meant an amount not so much as to make the employee a prominent contributor, identified with either the candidate or the party.

3. Wear a political badge or button, or display a political sticker on their private automobiles if permitted by local ordinance, but not while on Port Authority business or on Port Authority property.

4. Accept appointment as members of public agencies or institutions, such as boards of education, school committees, boards of public libraries and planning boards, provided that their department or office director and the Director, Human Resources Department decide that the holding of these local offices will not conflict or interfere with the discharge of their Port Authority duties. If these offices are elective, employees may be candidates or participants as long as political party designation, nomination and sponsorship are completely absent.

5. Sign petitions, including nominating petitions, but may not initiate them or canvass for the signature of others if the petitions are identified with partisan political management or campaigns.

6. Participate actively on public questions and issues such as constitutional amendments and referenda, so long as participation does not identify the employee with a political party and so long as they do not involve the work and program of the Port Authority.

VI. Examples of Prohibited Political Activities

Employees may not engage directly or indirectly in the following political activities:

A. Serve on or for any political committee, party or other similar organization; serve as a delegate or alternate to a caucus or party convention; or become a candidate for convention delegate or district leader.

B. Solicit or handle political contributions; solicit sale of or sell tickets for any political party functions; or furnish a list of names of other employees to persons or organizations soliciting political contributions.

C. Serve as an officer of a political club, or as a member or officer of any of its committees; address such a club on political matters, be active in organizing it, or act for another political club member.

D. Serve in connection with the preparation for a political meeting or rally; organize, conduct or address such a meeting; march in political parades, or take any active part except as a spectator.

E. Engage in activity at the polls at primary, special or regular elections, such as solicit votes, assist voters to mark ballots, transport or help to get out the voters on registration or election days other then members of the household; act as a recorder, checker, watcher or challenger of any party or faction.

F. Serve in any position of election officer in which partisanship or partisan political management may be shown.

G. Write for publication or publish any letter or article, signed or unsigned, soliciting votes in favor of or against any political party or candidate.

H. Become a candidate for nomination or election to federal, state, county or municipal office or solicit others to become candidates for nomination or election to such office, except for candidacies for membership on the board of a public agency or institution, such as a board of education, school committee, board of public libraries, or planning board, provided that their department or office director and the Director, Human Resources Department decide that the holding of these offices will not conflict or interfere with the discharge of their Port Authority duties. Initiate or circulate political petitions, including nominating petitions.

I. Accept appointment to a federal, state, county or municipal office, except as provided in Section V.B.4.

J. Engage in political conferences, canvass a district or solicit political support for a party, faction or candidate, or distribute campaign literature or material.

K. Make any political contribution in a building owned, leased or operated by the federal government or by the Port Authority or to some other employee of the Port Authority.

L. Inquire regarding political opinions or affiliations of any person as a test of fitness for Port Authority employment or promotion, or in any situation involving the disciplining or dismissal of a Port Authority employee; or appoint, dismiss or change official rank or pay of any employee because of such political opinions or affiliations.

M. Use or promise to use (directly or indirectly) any official authority or influence (possessed or merely anticipated) to secure any advantage in employment for any employee or preference in behalf of a person or organization with whom the Port Authority transacts business for the purpose of influencing the vote or political action of that person or organization.

VII. Political Activities Not Specifically Covered in this Policy Statement

Employees are responsible for seeing that their activities do not constitute violations of the policies expressed in this Policy Statement. The examples of permitted and prohibited political activities are not intended to be exhaustive. If an employee wishes to engage in an activity other than those which are specifically permitted by this instruction, he should describe the circumstances in writing to the Director, Human Resources Department for consideration before engaging in the activity.

THE PORT AUTHORITY

Office of the Executive Director

Revised: April 11, 1996

CODE OF ETHICS AND FINANCIAL DISCLOSURE

I. Introduction

A. This Policy Statement

1. Establishes a Code of Ethics governing the conduct of Port Authority employees, former employees, and persons doing business with the Port Authority.

2. Sets forth the policies and procedures governing financial disclosure for certain employees.

B. Adherence to this Code and filing of a Financial Disclosure Statement does not relieve any individual from complying with applicable requirements of law or other policy statements.

II. Policy

Port Authority employees are entitled to share as much as possible in the benefits of the society in which they live, including privacy in their personal affairs. At the same time, as public servants Port Authority employees are responsible for conducting Port Authority business solely in the public interest.

The Port Authority, as a public agency, has a similar and broader responsibility for maintaining the highest levels of honesty, ethical conduct and public trust. To meet this responsibility, this Code of Ethics and Financial Disclosure is established.

Personal integrity is the cornerstone of this Code. Each employee bears primary responsibility for avoiding financial and other interests which create a conflict between Port Authority employment and personal affairs.

III. Definitions

A. "Blind trust" means an independently managed trust in which the beneficiary has no management rights and is not given notice of alterations in, or other dispositions of, the property subject to the trust.

B. "Business" means a private legal entity formed for profit including a corporation, partnership, sole proprietorship, joint stock company, or joint venture.

C. "Confidential information" means information which is available to an individual only because of the individual's status as an employee of the Port Authority and is not a matter of public knowledge or available to the public on request.

D. "Financial interest" means:

1. Ownership of an interest or involvement in a relationship from which or as a result of which a person has received within the past year, or is entitled to receive in any future year, more than $1,000 or its equivalent; or

2. Ownership of interest other than in tangible personal property which has a market value in excess of $1,000. In determining the value of an interest, debts, liens or other encumbrances thereon are not subtracted; or

3. Ownership of an interest in tangible personal property other than motor vehicles which has a market value in excess of $10,000. In determining the value of an interest, debts, liens or other encumbrances thereon are not subtracted; or

4. Liability or indebtedness to a person in excess of $5,000.

E. "Immediate family" means a spouse, children, parents, brothers and sisters.

F. "Other interest" means holding a position in a business such as an officer, director, trustee, partner, employee, or a position of management, or acting as a consultant, agent or representative in any capacity.

G. "Participation directly or indirectly" means involvement through decision, approval, disapproval, recommendation, influence, advice, investigation, or audit.

H. "Person" means a business, individual, union, committee, club, or other organization or group of individuals.

I. "Transaction" means buying, selling, renting as lessor or lessee, or otherwise acquiring or disposing of services or property or an interest in such services or property, borrowing or investment of money or preparing, advising on, ministering or otherwise acting in reference to the performance of a contract, or the promulgation of rules and regulations affecting such activities.

IV. Ethical Standards of Conduct

A. General Standards of Ethical Conduct

1. Any attempt to realize financial gain through Port Authority employment by conduct inconsistent with the proper discharge of Port Authority duties is a breach of ethical standards.

2. Any effort to influence a Port Authority employee to breach the ethical standards set forth in this Code of Ethics is a breach of ethical standards.

3. Any conduct on the part of a Port Authority employee which (i) gives reasonable basis for the impression that any person can improperly influence the employee or enjoy the employee's favor in the performance of the employee's official duties; or (ii) might reasonably lead to the conclusion that the employee is engaged in acts which are in violation of the public trust, is a breach of ethical standards.

4. Failure to comply with any provision set forth in this Code of Ethics is a breach of ethical standards.

B. Employee Conflicts of Interest

1. It is a breach of ethical standards for a Port Authority employee to participate directly or indirectly in a Port Authority transaction when the employee knows

   (a) that the employee, or a member of the employee's immediate family, has a financial or other interest in the Port Authority transaction; or

   (b) a business in which the employee or a member of the employee's immediate family has a financial or other interest, is involved in the Port Authority transaction. A business shall be deemed to be involved in a transaction if it is a prospective bidder on, or otherwise a prospective party to, a contract that may form a part of the transaction, as well as when it is a party to an executed contract; or

   (c) another person, with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment, is involved in the Port Authority transaction.

2. Except as provided for in Par. IV.D.5, it is a breach of ethical standards for a Port Authority employee to solicit, negotiate for, or agree to accept a position from which, after leaving Port Authority service, the former Port Authority employee would be disqualified under the Code, or any other rule or regulation related thereto, because the new position would involve (i) any Port Authority transaction; or (ii) a contract, including a lease, or a claim in which the former Port Authority employee had participated directly or indirectly while a Port Authority employee.

3. If a Port Authority employee or a member of the employee's immediate family holds a financial interest in a blind trust, the employee is not deemed to have a

conflict of interest in breach of ethical standards with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Law Department.

C. Breach of Ethical Standards by a Business

A business is in breach of ethical standards when it knows that a Port Authority employee who has a financial or other interest in the business is participating directly or indirectly in a Port Authority transaction with it in breach of the ethical standards set forth in this Code.

D. Restrictions on Employment of Former Port Authority Employees and Persons Employing Former Port Authority Employees

1. It is a breach of ethical standards for a former Port Authority employee knowingly to act as a principal, expert witness, consultant, agent or representative in any capacity for any person other than the Port Authority in connection with any contract, including a lease, or a claim in which the employee participated directly or indirectly while a Port Authority employee, where the Port Authority is a party or has a direct and substantial interest.

2. It is a breach of ethical standards for a former Port Authority employee, within one year after the termination of the employee's Port Authority employment, knowingly to act as a principal, expert witness, consultant, agent or representative in any capacity for any person other than the Port Authority, in connection with any contract, including a lease, or a claim in matters where the Port Authority is a party or has a direct and substantial interest.

3. Nothing in this Code shall preclude a former employee from

   (a) instituting a personal claim;

   (b) carrying out official duties as an elected official or employee of a federal, state or local government agency; or

   (c) performing routine clerical services, mail services, data entry services or other ministerial tasks for a person in connection with any contract, including a lease, or a claim in matters where the Port Authority is a party or has a direct and substantial interest, provided, (i) such former employee as described in subparagraph c hereof was employed by the Port Authority to perform such services on a temporary basis, and (ii) such former employee as described in subparagraphs b or c hereof was not required to file a Financial Disclosure Statement pursuant to this Code.

4. It is a breach of ethical standards for a person to permit a former Port Authority employee to act as a principal, expert witness, consultant, agent or representative in any capacity when the person knows that the former Port Authority employee is in breach of the ethical standards set forth in this Code.

5. The provisions of Par. IV.D.2 shall not apply to any former Port Authority employee whose employment is terminated because of

   (a) participation in a Retirement Incentive Program: or

   (b) economy, consolidation or abolition of functions, curtailment of activities or other reduction in the Port Authority work force, provided such former employee, while employed by the Port Authority, was not required to file a Financial Disclosure Statement pursuant to this Code.

E. Gratuities and Offers of Employment

It is a breach of ethical standards for a person to offer, give, or agree to give a Port Authority employee or member of the employee's immediate family, or former employee or member of the former employee's immediate family, and for a Port Authority employee or former employee to solicit, demand, accept, or agree to accept from another person anything of value or offer of employment, for himself or herself or for a member of the Port Authority employee's or former employee's immediate family, which the Port Authority employee knows or has reason to believe is offered with the intent to influence or could reasonably be expected to influence the performance of his or her Port Authority duties, or was intended as a reward for an action on the part of the Port Authority employee or former employee.

F. Use of Confidential Information

Notwithstanding Par. IV.D.5, it is a breach of ethical standards for a Port Authority employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of another person.

V. Procedures

A. Financial Disclosure Statement

1. Each (i) Service A employee; (ii) Service B employee graded at Level B-97 or higher; and (iii) any employee designated by the employee's department director based on the criteria set forth below, must submit a Financial Disclosure Statement (form PA 3375) to the Law Department on or before May 1 of each year.

Departmental Directors are to designate, for the purpose of submitting Financial Disclosure Statements, employees, other than those included in (i) and (ii) of this paragraph V.A.1, who

(a) are responsibly involved in the formulation of construction contracts, purchase orders or contracts, or leases; or

(b) exercise discretion in the administration of construction contracts, purchase orders or contracts, or leases; or

(c) hold positions requiring repeated, direct substantive contact with private entities or interests; or

(d) have continuing access to confidential information upon which they could "trade" for financial advantage; or

(e) are responsibly involved in the financial or investment affairs of the Port Authority; or

(f) are designated by the department director in the best interest of the Port Authority for reasons other than those listed above.

2. A new employee subject to the financial disclosure requirement, as designated by the employee's department director or based on Hay Point or Service A level, must submit a Financial Disclosure Statement no later than thirty calendar days after the date on which the Port Authority employment commences.

3. In a case where any employee, regardless of level or job assignment, believes a financial or other interest or involvement in a transaction might present a conflict of interest or other breach of ethical standards, the employee must immediately disclose the interest or involvement to the Law Department and disqualify himself or herself from participation directly or indirectly in the transaction until advised in writing by the Law Department or the Ethics Board that the employee may continue in the transaction. Within 30 days of receipt of such disclosure, an attorney designated by General Counsel shall review such matter to identify any possible conflicts of interest or other breaches of ethical standards, as described in Section IV.B of the Code. In making such determination, the designated attorney may seek additional information from the employee involved.

4. The address of the principal place of residence of the employee need not be listed in the Financial Disclosure Statement.

5. An employee who fails to submit a required Financial Disclosure Statement may be subject to disciplinary action.

6. Compliance with this disclosure procedure does not indicate that a breach of ethical standards or a conflict of interest does or does not exist.

B. Confidentiality and Public Disclosure

1. All Financial Disclosure Statements submitted to the Law Department will be filed under lock and key and, except as provided in the paragraphs below, shall be accessible for inspection only to:

   (a) the Chairman and members of the Audit Committee,

   (b) the Executive Director,

   (c) the Port Authority Ethics Board,

   (d) General Counsel,

   (e) the Director of the Audit Department,

   (f) the Inspector General, and

   (g) other Port Authority employees in the course of performing their Port Authority duties, who receive express written authorization from one of the parties listed above to review or use a statement.

2. Each statement submitted will be available for public inspection in accordance with the Port Authority's Freedom of Information policy and procedure, subject to the provisions of paragraphs V.B.3, V.B.4 and V.B.5 immediately below.

3. Whenever a request is made for public inspection of a statement, the employee who filed the statement shall be advised by the Law Department of the fact of such request and the identity of the party making the request before disposition is made. (See paragraph V.B.4 immediately below.) The employee shall also be advised of the final disposition of the request.

4. Any employee may, at any time, request that any item disclosed in a statement be withheld from public inspection on the ground that public inspection of such item would constitute an unwarranted invasion of personal privacy. Such request shall be made in writing in a manner prescribed by the Law Department and shall state the reason the employee believes an item should not be disclosed, including why the information sought to be deleted from public inspection has no material bearing on discharge of the employee's official duties. An employee shall be advised of the disposition of that employee's request for withholding a statement from public inspection at least

ten days prior to final disposition of the request for public inspection of that statement.

5. Upon the request of an employee's supervisor, the Law Department may advise the supervisor whether an existing or prospective transaction or other work-related matter involving the employee would create a possible conflict of interest or other breach of ethical standards. However, a supervisor will not be allowed to review any employee's statement directly except as provided in paragraph V.B.1 above.

6. All statements shall be destroyed after a period of three years from the date of submission, but, in the case of an active employee required to file a statement, not before a new, up-to-date statement has been submitted.

C. Determining Conflicts of Interest and other Breaches of Ethical Standards

1. The Law Department is initially responsible for identifying possible conflicts of interest or other breaches of ethical standards.

2. Any person who has a question about whether a prospective personal transaction, or assumption of a position of responsibility or trust, or any other matter, would create a breach of ethical standards may request in writing an advance determination on the matter from the designated attorney.

3. Within 30 days of the annual May 1 filing deadline as described in paragraph V.A.1 of the Code, an attorney designated by General Counsel determines whether there has been compliance with the filing requirement by all employees required to file a Financial Disclosure Statement, and as soon as practicable after receipt, an attorney designated by General Counsel reviews each Financial Disclosure Statement to identify any possible conflicts of interest or other breaches of ethical standards as described in Section IV.B of this Code. In making such determination, the designated attorney may seek additional information from the employee involved.

4. Upon discovery of a possible conflict of interest or other breach of ethical standards, the designated attorney notifies the affected employee in writing. The designated attorney may also direct the employee to disqualify himself or herself from participation in any transaction involving the Port Authority until the question of conflict, or other breach of ethical standards, is resolved.

5. The designated attorney may counsel an employee regarding steps which can be taken to eliminate the possible conflict or other breach of ethical standards.

6. The designated attorney also notifies, in writing, the Port Authority Ethics Board of the attorney's findings and recommendations and of any corrective

action taken to eliminate a possible conflict or other breach of ethical standards.

7. Any employee may appeal in writing to the Ethics Board any finding and recommendation of the designated attorney regarding the employee's possible conflict of interest or other breach of ethical standards.

D. Port Authority Ethics Board

1. The Port Authority Ethics Board is comprised of at least three Port Authority employees (and alternates) appointed by the Executive Director.

2. Action by the Ethics Board requires the assent of a majority of the members, but in no event less than two members (or alternates) present and voting.

3. The Ethics Board may, at its discretion, review any or all findings and recommendations of a designated attorney and make separate findings and recommendations.

4. The Ethics Board shall, upon appeal by an affected person, review any or all findings and recommendations of the designated attorney.

5. At the completion of a review undertaken pursuant to paragraphs V.D.3 or V.D.4 immediately above, the Ethics Board shall determine that there is:

   (a) no conflict of interest or other breach of ethical standards as described in this Code;

   (b) a conflict of interest or other breach of ethical standards as described in this Code; or

   (c) a significant reason to waive the provision of this Code in the interest of the Port Authority.

In making such determination, the Ethics Board may seek additional information from the designated attorney and the person involved.

6. Determinations of the Ethics Board shall be binding except as provided in paragraph V.D.8 below.

7. In accordance with Section VI below, the Ethics Board may take whatever administrative action it deems just and appropriate to remedy a conflict of interest, or other breach of ethical standards as described in this Code.

8. All decisions by the Ethics Board are subject to review by the Executive Director.

VI. Administrative Remedies

A. A Port Authority employee found to have breached the ethical standards of this Code may be disciplined in the manner provided in the rules and regulations of the Port Authority.

B. A third party found to have breached the ethical standards of this Code is subject, in the manner provided in the rules and regulations of the Port Authority, to:

1. issuance of written warnings; and

2. termination of existing transactions to the extent permitted by law; and

3. disqualification or suspension from participating in future transactions with the Port Authority.

C. After a finding that a Port Authority employee, former employee or a third party has breached the ethical standards of this Code, Port Authority staff dealing with such employee, former employee or third party shall take action consistent with the determinations of a designated attorney or the Ethics Board.

APPENDIX K

THE PORT AUTHORITY

PAI 20-1.06

Office of the Executive Director

Revised: May 31, 1979

GIVING OR ACCEPTING GIFTS OR GRATUITIES

I. Introduction

The Port Authority has established a reputation as a public service agency with the highest standards of integrity. In order to maintain this reputation, it discourages any practice which might reflect unfavorably either upon itself or its staff.

II. Policy

Port Authority policy forbids any employee:

A. To offer gifts or gratuities of any kind to any individual or organization with whom we do business or are likely to do business.

B. To accept gifts of any kind from any patron, tenant, concessionaire, vendor, or from anyone else with whom we do business or are likely to do business; or accept payment in any form for any services rendered to anyone with whom we do business or are likely to do business.

C. To accept cash discounts on merchandise or services obtained in any way connected with his, or a colleague's, employment at the Port Authority (except for discounts granted to employee organizations or other formal groups).

D. To accept any favors such as entertainment, meals, transportation, etc., either free or at reduced rates which might tend to obligate the employee to any individual or organization with whom we do business or are likely to do business.

III. Interpretation

It is recognized that there may be rare occasions when employees are offered tokens of trifling value, when public transportation or meals are not available, or when the best interests of the Port Authority require that the Port Authority policy be varied. The Executive Director has delegated to the Personnel Director the responsibility for advising as to the circumstances under which variations to this policy are justified. In the absence of previous guidance an employee should clear through his department head with the Personnel Director before giving or accepting any article, discount, or other favor. In an extreme case, when a Port Authority employee is impelled to accept a gift or gratuity, he must forward it to his supervisor. The supervisor will then present a Port Authority Receipt, form PA5, to the employee. Any monies

received are applied to the Employees General Welfare Fund. Gifts are to be returned to the donor with a note explaining that it is contrary to Port Authority policy to accept gifts.

This instruction is not to be construed as restricting the distribution of Port Authority advertising material; nor does it apply to the acceptance of tips by Skycaps and Redcaps. Finally, it is not intended to prevent tipping for specific services when rendered, nor the entertainment of business guests, where this is the normal business practice and it does not conflict with the policy of the employer of the outside person involved.

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
MEMORANDUM

APPENDIX L

To:
From: Robert E. Boyle
Date: December 5, 2000
Subject: Retention Incentive

I am sure you are already keenly aware that negotiations continue for the net lease of the World Trade Center. I have previously committed to you that you shall not lose your job with the Port Authority as a result of this transaction. Today I am writing to request your assistance in protecting the value of the WTC through the closing of the transaction.

While the ultimate outcome of these negotiations and the timing of approval of a lease agreement cannot be determined with precision, we currently expect that closing can be accomplished as early as April or as late as December of next year. Your continued contribution to the WTC is essential to protecting the physical asset, and its safe, profitable and efficient operation during this critical period and until such time as it is entrusted to others for management and operation. In order to encourage you to stay through the closing of the net lease transaction, the Port Authority will provide you a retention incentive, which will consist of two essential parts: a retroactive permanent salary adjustment, and a lump sum bonus.

The salary adjustment portion of the retention incentive will be retroactive to December 3, 2000 and will be roughly equivalent to a promotion increase. This will be a permanent adjustment and will be triggered at the earlier of deal closing or November 30, 2001. The full amount of this retroactive salary adjustment will be provided to you even if it puts you over the salary maximum for your position. In addition, you will earn a lump sum retention bonus, which will be payable within three months of the closing to provide for a transition period for the net lessee. In the unlikely event the transaction doesn't come to fruition or is delayed beyond next year, the lump sum bonus will be payable no later than February 28, 2002. The specifics of these incentive payments will be conveyed to you by your Director.

I wish to stress the importance to the Port Authority of your remaining with the facility through the closing and the three-month transition period. Therefore, I hope that you understand that should you leave the facility prior to the closing date, you will forfeit the salary adjustment portion of the retention incentive. Should you not remain during the transition period, you will forfeit the closing bonus.

I know your challenge during this interim period will be more difficult and more emotionally draining than you normally face. New tasks will be necessary in addition to your normal responsibilities. Recognizing these time demands, and the limited time remaining until year-end 2000, I have delegated to your Director additional authority to approve vacation carryover from 2000 to 2001.

Should the net lease process result in a transfer of management of the WTC to others, and you opt neither to accept (or are not offered) employment with the net lessee, nor to accept alternate placement within the agency, you may choose to terminate your employment with the Port Authority. Should you select this route, you will receive a severance allowance at that time. I do hope, however, that you will seriously consider remaining with the Port Authority. As I have said before, your contributions to both the facility and the agency are recognized and appreciated.

Robert E. Boyle
Executive Director

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
MEMORANDUM

APPENDIX M

To:
From: Alan Reiss
Date: December 6, 2000
Subject: Retention Incentive
Ref: Memo from R.E.Boyle dated 12/5/2000, same subject

As indicated in Mr. Boyle's memorandum, your continued contributions to the World Trade Center are necessary to protect the value of the facility through the closing of a net lease transaction. In recognition of your efforts and commitment to remain throughout this critical period, you will be granted a retention incentive consisting of two parts: a retroactive permanent salary adjustment, and a lump sum bonus.

Your salary adjustment will be $7,500 and will be triggered at the earlier of the closing of the World Trade Center net lease, or November 30, 2001. This salary adjustment will be retroactive to December 3, 2000. You will also receive a lump sum bonus of $5000 that will be payable following a three-month transition period for the net lessee, but no later than February 28, 2002. Both of these incentives are contingent upon your continued satisfactory performance, and your still being in the department at the date of closing or completion of transition.

We truly appreciate your tremendous efforts on behalf of the Port Authority and the World Trade Center, and we know we can count on you to continue to give your best and more.

Alan Reiss
Director,
World Trade Department

THE PORT AUTHORITY OF NY & NJ **AP 15-3.05**

Office of the Executive Director Revised: April 1, 2002

USE OF EMPLOYEE-OWNED AND RENTED VEHICLES, TAXIS AND CAR SERVICE

I. Introduction

This policy statement outlines the policies and authorization procedures for the use of employee-owned and rented vehicles, taxis and contract car service on Port Authority business.

II. Policy

A. Business related transportation requirements should be handled through the use of public transportation or Port Authority-owned vehicles. In the event that such usage is unavailable, impractical, unsafe, or it is required by staff and facility operations, directors or their designees may authorize the use of employee-owned or rented vehicles, taxis or Port Authority contract car service ("car service") in accordance with this policy.

B. Employees should utilize the form of transportation that meets the business need and is the least expensive. Sufficient business reasons must exist prior to incurring transportation expenses.

C. All vehicles used on Port Authority business are to be operated at a safe speed and with proper care and caution. All employees are subject to applicable Port Authority, state, and municipal motor vehicle regulations and must respond to, and be responsible for, all summonses issued as a result of their operation or use of the vehicle. If found guilty of violating such regulations, the employee is personally liable for any resulting penalties and judgments prescribed by law. Unresolved or untimely resolution of penalties or judgments may result in being denied access to a Port Authority vehicle.

D. Employees are prohibited from using hand-held mobile/cellular telephones while operating any vehicle on Port Authority business.

III. Administrative Guidelines

A. Employee-Owned Vehicles

1. Authorization

Directors or their designees may authorize the use of employee-owned vehicles on Port Authority business when:

a. an employee is asked to respond from his or her home to an emergency situation and a Port Authority vehicle is not readily available; or

b. the use of an employee-owned vehicle would require significantly less vehicle mileage or less time on an origin-destination basis than the use of a Port Authority vehicle.

2. Conditions of Use

a. Employee-owned vehicles are subject to the same regulations as prescribed for Port Authority vehicles when their use on Port Authority business is authorized (see, AP 15-3.02, Port Authority Passenger Vehicle Program) except that Form PA 70, Vehicle Authorization and Usage Report is not required.

b. When used for Port Authority business, employee-owned vehicles must have valid auto insurance as required by the state in which the vehicle is registered. If the vehicle is registered in a state that does not require auto insurance, then the employee's use of that vehicle for Port Authority business purposes is prohibited.

c. Employees use of their own vehicle for commuting to and from work is not considered an authorized use by the Port Authority and such use is not covered by this policy, except as noted in III. A. 1., above.

3. Reimbursement

a. When an employee is authorized to use his/her own vehicle, reimbursement is made at the standard mileage rate published annually by the Comptroller's Department.

b. Expenses coincident to the use of employee-owned vehicles that are not already reimbursed through the standard mileage rate will also be reimbursed as required (i.e., parking fees, tolls, etc.).

c. Expenses for repairs (other than for damages sustained in an accident) made to an employee-owned vehicle while in use on Port Authority business, and other vehicle maintenance costs, are not reimbursable (See Paragraph III. A. 4. c, below).

d. Expense Accounts and Petty Cash Vouchers claiming reimbursement in connection with the business use of an employee-owned vehicle will show the starting and ending odometer readings, total mileage, starting point, destination and the reason why the employee's vehicle was used.

e. When an employee-owned vehicle has been authorized for use on Port Authority business within the Port District, the Port Authority will reimburse the employee for the additional commutation transportation expense incurred. Additional transportation expense is the amount by which the actual commutation transportation expense exceeds the employee's normal cost of transportation, excluding the cost of non-refundable commutation tickets.

f. AP 30-3.51, Employee Business Expenses, outlines the conditions governing reimbursement of additional transportation costs incurred due to short term assignments, extra duty, nonscheduled workdays, attendance at Port Authority related business, civic and professional meetings, and overtime.

4. Accidents and Liability for Damages

a. Accidents arising out of the operation of an employee-owned vehicle on Port Authority business shall be reported as stated in PAI 55-3.01, Accident Reporting.

b. In the case of a claim against an employee for damages or injuries to third persons arising out of the operation of an employee-owned vehicle on Port Authority business, the employee against whom the claim is made should immediately notify, in writing, his/her insurance carrier, his/her organization unit head, and the Claims Division of the Law Department. Such claims are deemed to be potential claims against the Port Authority and the provisions of the By-Laws relative to the settlement of such claims will apply.

c. It is the intent of the Port Authority to equitably compensate an employee for unrecoverable damage to an employee-owned vehicle sustained while using the vehicle on Port Authority business unless such damage was sustained as a result of gross or willful negligence or misconduct on the part of the employee.

d. In the event any employee-owned vehicle in use on Port Authority business is damaged through accident, the employee must first look to his/her own insurance carrier, or to the other party who caused the damage, for recovery. The Port Authority provides reimbursement for damages to an employee's vehicle only for that portion of the loss deemed unrecoverable (e.g., the amount deductible under a collision policy). The Port Authority is not, however, responsible for personal items carried in a vehicle nor for their loss or damage as a result of an accident.

e. In a third party action, the Port Authority will similarly pay awards only to the extent they exceed the limits of an employee's insurance policy. Employees seeking reimbursement of unrecoverable losses should contact the Claims Division of the Law Department for instructions.

5. Settlement of Claims

a. An employee whose vehicle has been damaged while in use on Port Authority business and who may be eligible for repayment of unrecoverable losses shall, in all cases:

i. Prepare a memorandum to his/her director, including all pertinent information on the expected cost of repairs and any unrecoverable losses; and

ii. Attach to the memorandum an itemized estimate by a reputable, established auto body firm of the cost of repairing the vehicle, copies of any supplementary bills or statements, and a copy of the Declarations page from the employee's own insurance policy.

b. The director indicates on the employee's memorandum whether use of the vehicle on Port Authority business had been authorized, reviews the estimate and bills and forwards the memorandum with attachments to the Claims Division of the Law Department.

c. After review, the Claims Division forwards the approved claim to the Comptroller's Department for processing. In the event the claim is not approved for payment, the Claims Division notifies the employee of the disapproval and reasons for denial.

B. Rented Vehicles

1. Within the Port District

   In order to meet specific transportation requirements within the Port District, a department or facility may authorize the rental of a passenger vehicle if no Port Authority or employee-owned vehicle is available. Such authorization should not be delegated below the position of facility or unit manager. Planned rentals must first be discussed with the Central Automotive Division of the Operations Services Department to determine if the Port Authority's existing vehicle fleet, contract rental cars or other available automotive equipment sources could meet the department's needs.

2. Outside the Port District

   Employees traveling outside the Port District on official Port Authority business should determine whether a rental car is necessary and circumstances warrant the expense. Rental of a passenger vehicle requires employees to write a memorandum justifying the rental and obtain advance approval by their director. Employees will be reimbursed at the compact car rate unless rental of a larger car has been justified in writing and pre-approved.

3. Examples of appropriate circumstances for obtaining a rental car are when:

   a. No Port Authority vehicle is available;

   b. Renting a vehicle is the least expensive option;

   c. The work assignment requires the employee to carry heavy or bulky materials; or

   d. The cost of local transportation, taxis or airport shuttles for two or more employees on a business trip would be more than the cost of a rental car.

4. Accidents

   Accidents involving a vehicle rented by the Port Authority or by an employee on Port Authority business must be reported as stated in PAI 55-3.01, Accident Reporting.

5. Insurance

   Employees are instructed not to purchase optional insurance from rental car companies for property damage, collision, comprehensive, or medical payments coverages, which may be entitled "Waiver of Deductible", "Deductible Buy Back", "Collision Damage Waiver", "Personal Accident Insurance" or "Loss Damage Waiver Option" provisions in the rental agreement. The Port Authority's Self-Insurance Program provides for these coverages.

C. Taxis

1. Taxis should only be used when public transportation or a Port Authority vehicle is either not available or cannot be utilized and the expense is warranted.

2. Examples of appropriate circumstances for utilizing a taxi include:

   a. An assignment requires an employee to carry heavy or bulky materials;

   b. An employee has worked overtime and it is after 9:00 p.m.;

   c. It would be less costly for several employees traveling together to take a taxi than to take public transportation.

3. Reimbursement of taxi expense is obtained by completing a Petty Cash Voucher, Form PA 618, or via expense account using the Business Expense Account Management system (BEAM) as set forth in AP 30-3.51, Employee Business Expenses.

D. Port Authority Contract Car Service

1. Car service should only be used when public transportation, a Port Authority vehicle, or taxi is either not available or cannot be utilized and the expense is warranted.

2. Car Service should only be used in unusual circumstances with prior approval by the director, or designee, or the Office of Medical Services.

3. Car Service authorization may not exceed three (3) occasions per individual in a calendar month without the prior approval of the Chief Administrative Officer.

4. Examples of appropriate circumstances for utilizing car service include:

   a. An employee has worked overtime and it is after 9:00 p.m.;

   b. An emergency situation requires an employee to be transported by car service.

5. If approved, employees should contact the Central Automotive Division to determine availability of contract car service providers.

6. Procedures for utilization of car service

   a. Departmental Administrators may request car service vouchers from the Central Automotive Manager's Office located at PATC. Employees may pick-up car service vouchers from their Departmental Administrator.

   b. To obtain car service vouchers employees must have a Port Authority identification card and a signed and completed Form PA 70.

   c. When possible, employees should call the designated car service for a reservation 30-45 minutes in advance, or earlier if there is inclement weather.

   d. Employees must receive a car number and pickup time from the car service company prior to leaving their location. The car service company may request a "call back" number where an employee can be reached for confirmation.

   e. Employees should report all concerns, complaints and comments promptly to the Automotive Dispatch Supervisor for immediate response and action.

IV. Forms, Procedures and Related Policy Statements

For further procedures and related guidelines, please refer to the following Administrative Policy Statements:

AP 15-3.02 Port Authority Passenger Vehicle Program
AP 30-3.51 Employee Business Expenses
PAI 55-3.01 Accident Reporting
Form PA 618 Petty Cash Voucher
Form PA 70 Vehicle Authorization and Usage Report

TO: All Department Directors, Division Managers and Organization Unit Heads
FROM: Edward C. Gallas
DATE: August 14, 1967
SUBJECT: EXCUSED TIME FOR EMPLOYEE ORGANIZATION REPRESENTATIVES

COPY TO: Employee Organization Presidents

APPENDIX O

INFORMATION BULLETIN NO. 23

The following policies shall apply with regard to time off for representatives of employee organizations, effective September 1, 1967. They have been revised to reflect the prevailing practices in government and industry, and to clarify the conditions under which time off is excused.

A. ACTIVITIES NORMALLY CONDUCTED DURING WORKING HOURS

1. During regularly scheduled working hours, employee representatives duly designated by employee organizations shall be allowed reasonable time away from regular duties without loss of pay:

   a. To investigate grievances and to process them at the appropriate organization level.

   b. To participate as a member of a group of employee representatives when discussing proposals with regard to salary levels and terms of employment.

2. The general standards shall be applied in the following manner and under these conditions:

   a. The Personnel Director or his designated representative, in consultation with employee groups, shall establish reasonable limits on the number of employee representatives who may be permitted to participate in each of the enumerated activities on paid working time.

   b. The Personnel Director or his designated representative, in consultation with employee groups, shall establish reasonable limits on the amount of working time that may be spent on each of the enumerated activities.

   c. Employee representatives must make the necessary arrangements with their supervisors before leaving their assigned place of work.

B. ACTIVITIES NORMALLY CONDUCTED OUTSIDE WORKING HOURS

1. Employee representatives should be permitted, during regularly scheduled working hours to take time off without pay, or the time shall be charged against negative compensatory time, or to their annual vacation allowance for the following types of activity in behalf of employee organizations and their members:

   a. Attendance at union meeting or conventions

   b. Organizing and recruitment

   c. Solicitation of members

   d. Distribution of organization pamphelts, circulars and other literature.

   Representatives must make the necessary arrangements with their supervisors in advance.

2. An employee elected or appointed to an organization office which requires him to devote all or most of his time to his organization duties should be placed on leave of absence without pay, subject to the provisions of PAI 20-3.06.

Any questions concerning the application of excused time for employee organization representatives should be directed to Mr. Bernard Schein, Manager, Operating Personnel Division.

Additional copies of this Bulletin may be obtained by calling the Administrative Division on Extension 7140.

Edward C. Gallas
Personnel Director

MEMORANDUM OF AGREEMENT

BETWEEN
THE PORT AUTHORITY
OF NEW YORK
AND NEW JERSEY
AND

LOCAL UNION NO. 3
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS

JUNE 4, 2002 — JUNE 3, 2006

THE PORT AUTHORITY OF NY & NJ

PHILIP J. KELLETT
CHIEF NEGOTIATOR, PORT AUTHORITY
LABOR RELATIONS DEPARTMENT
3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102
(973) 792-3582
(973) 792-3596 FAX

August 21, 2003

Richard Gonzalo, President
Port Authority Division,
Local 3, International Brotherhood
Of Electrical Workers, AFL-CIO
20 Emily Court
Staten Island, NY 10307

Dear Rich:

Attached is a copy of the Errata Sheet we had previously discussed for the Memorandum of Agreement between Local 3 and the Port Authority.

Sincerely yours,

Philip J. Kellett

pjk/mt:attachment
cc: Paul Segalini
Rebecca Croneberger
Patrick Rooney, Esq.

ERRATA

1. Page iii: Attachment - Letter from Paul Segalini to Joseph Bechtold should be "dated May 27, 2003" not "May 26, 2003"

2. Page 18: Item #20 - Exhibit should be "V" not "VI"

3. Page 18: Eyewear - reference should be to "VII" not "VI".

4. Page 26: Contract period for both the C-92 and C-94 Classifications should "6/4/04 to 6/3/05"

5. Page 28: Contract period for both the C-92 and C-94 Classifications should "6/4/04 to 6/3/05"

6. Page 30: Second line of footnote incorrectly refers to "6/3/05"; the correct reference is "6/4/05"

7. Page 32: Second line of footnote incorrectly refers to "6/3/05"; the correct reference is "6/4/05"

8. Page 128: Section 1, Item B should be "IBEW" not "IBEU"

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ATTACHMENT

Letter - Paul Segalini to Joseph Bechtold dated May ~~26~~ 27, 2003 155

MEMORANDUM OF AGREEMENT, executed this 27th day of May , 2003 between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("PORT AUTHORITY") and LOCAL NO. 3, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ("Local 3").

WHEREAS Local 3 is the recognized representative of all Port Authority employees in the position classifications listed on Exhibit "A" annexed hereto (the "covered membership"); and WHEREAS, the Port Authority has, in response to proposals made by Local 3, determined to make changes with respect to the covered membership's wages, benefits and other conditions of employment; and

WHEREAS, this Memorandum of Agreement is entered into pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction;

NOW, THEREFORE, it is agreed as follows:

I. SALARIES AND SALARY RANGES

Effective June 4, 2002, June 4, 2003, June 4, 2004 and June 4, 2005, the salary ranges of the covered membership will be those shown on the schedule annexed hereto as Exhibit "B".

II. HEALTH BENEFITS

During the term of this Memorandum of Agreement, the Port Authority will provide and/or make available the health benefits as set forth below:

A. Point-of-Service Plan or preferred Provider Organization Plan:

Effective January 1, 1998, either a "Point-of-Service" Plan or a "Preferred Provider Organization" Plan shall be made available to any current employee in the covered membership at no cost to the employee. The determination of which type of Plan will be made available to employees in the covered membership shall be within the sole and exclusive discretion of the Port Authority providing there is no diminution of benefits.

B. Port Authority Group Health Benefits Program ("Indemnity Plan"):

1. For employees in the covered membership as of the execution of this Memorandum of Agreement, the Port Authority will pay the cost of the Indemnity Plan (including any increases for the present level of coverage and any additional coverages as described herein), except that effective January 1, 1999 and continuing thereafter employees in the covered membership who choose to remain in the traditional Indemnity Plan shall be required to annually contribute an amount dependant upon the type of Indemnity Plan coverage they have chosen. Employees selecting Individual coverage will pay $520. Employees selecting Family coverage will pay $1,040.

2. Persons hired into the covered membership on or after January 1, 1998 will be eligible to select coverage under this Indemnity Plan on a contributory basis only (i.e., $520 contribution for Individual coverage; $1,040 contribution for Family coverage).

3. Persons hired into the covered membership on or after January 1, 1999 will be eligible to enroll in only a Point-of-Service Plan or an HMO.

4. The following additional provisions shall apply to employees in the covered membership who select coverage under the Indemnity Plan:

   a. A "pre-tax option" will be available.

   b. The Port Authority will provide payment of "reasonable and customary" surgical fees incurred by employees in the covered membership.

   c. The Port Authority will provide for out-patient hospital care for sudden and serious illness and blood handling charges for all active employees.

   d. During the term of this Memorandum of Agreement, the Port Authority shall pay the cost of coverage for retired employees in the covered membership, including the cost coverage of eligible dependents, who, at the time of their retirement, were members of the Port Authority Group Health Benefits Program, provided all other Port Authority employees have this benefit. The benefits available to any such retired employees shall be those applicable to them at their respective time of retirement.

   e. The Port Authority will provide basic hospital medical coverage for alcoholism rehabilitation.

   f. The Port Authority will provide basic hospital.

   g. The Port Authority will provide major medical coverage for speech therapy as defined in the Prudential Major Medical Group Health contract.

   h. The Port Authority will provide coverage, for hospital in-patient diagnostic treatment.

   i. During the term of this Memorandum of Agreement, dependent children over age 19 will be covered under the Group Health Benefits Program to the extent permitted by the group insurance contracts and policies, with such coverage paid for by the Port Authority.

5. Employees in the covered membership who select the Indemnity Plan shall be subject to an annual deductible under the major medical coverage provisions of the Indemnity Plan. Such deductible will be $50.00 per person and $100.00 per family.

6. Effective December 15, 1992, covered major medical expenditures in excess of $5,000 in a calendar year will be reimbursed 100%.

7. Effective December 15, 1992, the Port Authority increased the individual major medical lifetime maximum allowance to $1,000,000. Employees in the covered membership who retire on or after December 15, 1992, and their eligible dependents, will have individual maximum benefit of $50,000 or the remainder of the $1,000,000 benefit provided while an active employee, whichever is greater.

C. Management Plan:

1. Effective January 1, 1998, employees in the covered membership will receive the full range of health benefits which are currently provided to Port Authority management employees ("Management Plan" benefits). These are the Prescription Drug Plan, and - depending upon the date of hire of the employee - mental and nervous illness coverage. These Management Plan benefits will be made available to employees in the covered membership under the same terms currently provided for Port Authority management employees.

2. Future modifications made to the Management Plan including a Vision Plan and a "Living Options" benefit will automatically apply to employees in the covered membership under the terms then available to Port Authority management employees so long as there is no diminution of said benefits.

3. Current employees in the covered membership shall be permitted to select the HMO options in effect for and on the same basis as Port Authority managerial and professional employees as of July 17, 1986.

D. Retired Employees:

Effective June 3, 2001, employees in the covered membership who retire from the Port Authority shall take into retirement the health, dental and life insurance benefits coverage available to them at the time of their retirement except that those employees in the covered unit with less than twenty-five (25) years of service will contribute 50% of the cost of those plans. Employees in the covered membership who retire with twenty-five (25) or more years of service and who have chosen to remain in the Indemnity Plan will not be required to contribute towards its cost. For employees who retire and opt for health coverage under one of the health or dental HMO's the Point of Service or

Preferred Provider organization plans, no contribution for health benefits will be required regardless of length of Port Authority service.

III. DENTAL BENEFITS

1. During the term of this Memorandum of Agreement, the Port Authority will provide benefits for active employees in the covered membership, and their eligible dependents, equal to those of the Group Dental Insurance Plan in effect for Port Authority managerial and professional employees as of January 1, 1981.

2. Effective January 1, 1995, employees in the covered membership will have the option of enrolling in a dental plan providing 80% reimbursement of eligible expenses on a "reasonable and customary" basis, with a separate deductible of $50 per individual and $100 per family ("R&C Plan") with the Port Authority paying 65% of the cost thereof and the employee paying 35%. Effective January1, 1998, the Port Authority will assume the full cost of the R&C plan during the term of the Agreement. Employees who elect the reasonable and customary plan may also elect an HMO. Employees electing family medical coverage must be enrolled in family dental coverage and employees choosing individual medical coverage must be enrolled in individual dental coverage. Employees will retain the options of the schedule of allowance plan or the dent care plan as alternatives to the R&C plan.

3. During the term of this Memorandum of Agreement and effective July 1, 1989 with respect to the R&C Plan, employees in the covered membership shall be permitted to carry the Group Dental Insurance Plan, the Dent Care Plan or the R&C Plan, as the case may be, into retirement.

IV. LIFE INSURANCE

1. During the term of this Memorandum of Agreement, the Port Authority will pay the full premium costs of the Port Authority Group Term Life Insurance coverage for each active insured employee in the covered membership in an amount equal to three times the employee's base annual salary for those employees hired into the covered membership before October 1, 1992. Employees hired into the covered membership on or after October 1, 1992, will have the Port Authority Group Term Life Insurance coverage in an amount equal to one times the employee's base annual salary, with the option to purchase an additional two times the employee's base annual salary at the employee's expense. "Base annual salary" as used in this paragraph shall mean the base annual salary of an employee in the covered membership during the term of this Memorandum of Agreement adjusted to the next highest multiple of $1,000.

2. Each employee in the covered membership who retires on or after January 1, 1989, shall take into retirement life insurance coverage equal to two percent (2%) of the employee's base annual salary at the time of retirement multiplied by the number of the employee's full years of Port Authority service, in lieu of any

Insurance Continuation Plan coverage. Each employee will contribute for this coverage during his or her retirement at the rate applicable to Port Authority managerial and professional employees as shall from time to time be in effect during that period.

V. LONG-TERM DISABILITY PROGRAM

Effective October 24, 1995 employees in the covered membership with more than one year of Port Authority service will be covered under the Port Authority's Long Term Disability Program.

VI. NEW YORK STATE DEFERRED COMPENSATION PLAN (457)

During the term of this Agreement, employees in the covered membership, shall continue to be eligible to enroll in the N.Y. State Deferred Compensation Plan (457) in effect for certain Port Authority employees.

VII. SHIFT DIFFERENTIALS

1. During the term of this Memorandum of Agreement, weekday shift differentials for the afternoon and evening tours will be 5% of the hourly base pay as set forth in Exhibit "B".

2. During the term of this Agreement, the Saturday shift differential will be 15% of base hourly pay as set forth in Exhibit "B".

3. During the term of this Agreement, the Sunday shift differential will be 25% of base hourly pay as set forth in Exhibit "B"

4. During the term of this Agreement, employees in the covered membership will be eligible for holiday premiums in addition to any shift or weekend differentials. No shift or weekend differentials may be earned for any hours for which an employee in the covered membership is compensated at overtime rates, except as provided by applicable law.

VIII. LEAD PAY

During the term of this Memorandum of Agreement, the eligibility of and compensation for lead pay shall be in accordance with Exhibit "C" (annexed hereto)

IX. GRIEVANCE ARBITRATION PROCEDURE

1. The Grievance Arbitration Procedure set forth in Exhibit "D" annexed hereto shall apply to the processing of complaints limited to the application or interpretation by the Port Authority of any provision of this Memorandum of Agreement which application or interpretation is alleged to constitute a violation of this Memorandum of Agreement or any provision thereof.

2. The Grievance Procedure set forth in Exhibit "E" annexed hereto shall apply to the processing of grievable complaints not covered in paragraph 1 of this Section IX.

X. EMPLOYMENT SECURITY

1. The Port Authority intends to continue its present practices with respect to employee job security and career service. In the event, however, the Port Authority determines that changed circumstances make it desirable to alter such practices, such practices may be altered and implemented by the Port Authority but only after negotiations with representatives of Local 3.

2. During the term of this Memorandum of Agreement, the Port Authority will not, without negotiations, subcontract or reassign electrical maintenance work currently and heretofore performed by the covered membership unless, after meeting and conferring with Local 3, the Port Authority has determined (a) that operational requirements do not at the time permit the work to be performed by the covered membership, or (b) that the covered membership will not be reduced by the subcontracting or reassignment of such work.

3. Local 3 and Port Authority representatives will meet to implement the agreed to concept with respect to the merger of the Tolls and Electronic shops currently located in the PA Tech Center.

XI. VACATIONS

1. Vacation allowances for the covered membership shall be those set forth in Exhibit "F" annexed hereto.

2. Subject to approval by the supervisor, employees may be scheduled for single day vacations so long as reasonable notice is given prior to the day that such single day vacation is desired.

3. Effective January, 1986, employees with a total of no more than three (3) of both sick and IOD days taken in one calendar year and who are entitled to twenty-one (21) vacation days annually and have used at least ten (10) days of this allotment of vacation days during the year, will have the option, pursuant to the same procedure which is available to managerial employees, to exchange up to five (5) unused vacation days for cash at straight time rates.

4. During the months of July and August, reasonable effort will be made to grant two consecutive weeks off, if requested.

XII. HOLIDAYS

1. Holiday allowances for the covered membership shall be those set forth in Exhibit "G" annexed hereto.

2. An employee who works on a Port Authority holiday as part of the operational requirements of his normal schedule will be given the option of receiving payment at time and one-half extra, with no substitute day off, or payment at one-half time plus a substitute day off, as agreed upon by such employee and his supervisor.

3. Employees in the covered membership who are scheduled to be off on one of the holidays enumerated below, and are required to work on that holiday with less than thirty days notice, shall receive, in addition to their regular hourly wage, payment of two times their normal base hourly wage for all hours actually worked on such holiday. (The employee shall not be given the option to convert these hours into compensatory time) . For the purposes of this provision, the holidays which qualify an employee for this premium payment are New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

4. If an employee in the covered membership is required to work overtime hours in excess of his normal schedule on one of the nine holidays enumerated above, those hours shall be paid at the rate of two times their base hourly wage.

5. The covered membership will observe holidays according to the Human Resources Department Director's annual Holiday Schedule memorandum.

XIII. SICK LEAVE

1. The schedule of sick allowances for employees in the covered membership hired before January 23, 1998, shall be those set forth in Exhibit "H" annexed hereto.

2. Sick Absence Control Program

In order to promote the well-being of the covered membership, the following sick absence control program applies.

In computing sick absences, one day of absence or any number of consecutive days of absence is considered as one occasion and equals one point; each day of absence during any such occasion also equals one point.

If an employee in the covered membership accumulates 9 or more points during any nine-month period, his absence experience, computed on the same basis, for the nine-month period immediately preceding the first occasion upon the basis of which his points have been accumulated, will be examined. If he has accumulated less than six points, he is given a warning. If in said preceding nine-month period or the nine-month period following the warning, such employee has accumulated 6 or more points, such employee is placed upon a Doctor's Note Restriction for a period of nine months. A Doctor's Note Restriction means that such employee will not be paid for any sick absences in

accordance with Paragraph 1 of this Section XIII thereafter unless upon his return to work such employee submits a Doctor's Note to his supervisor.

If in the nine-month period commencing with the application of a restriction on the employee's sick pay status, the employee has accumulated less than 5 points, his sick leave restriction is removed. If the said employee during said period accumulates 5 or more points, his absence record is reviewed and a new determination made. If during the nine-month period of restriction that an employee is on a Doctor's Note status he accumulates more than 5 points, he is placed on a no-pay status for further absences for nine months, notwithstanding the provisions of Paragraph 1 of this Section XIII.

If during the nine-month period of restriction that an employee is on no-pay status he accumulates less than 5 points, his sick leave restriction is removed.

If in the nine-month period commencing with an employee's placement on no pay status for future absences during such period, he accumulates more than five points, such employee is placed on a Doctor's Note Restriction for nine months commencing the day he accumulates five points while he is on such no-pay status. Until the end of the period he is on no-pay status, the employee may be required to submit a Doctor's Note to his supervisor when he returns to work. Upon the conclusion of the no-pay status, the employee will not be paid for any sick absence for the remainder of the period he is on Doctor's Note Restriction unless upon his return to work such employee submits a Doctor's Note to his supervisor.

In computing points, the following absences are excluded:

Absence resulting in hospitalization.

First sick absence caused by and directly related to Injury on Duty.

A recurring sick absence attributable to an Injury on Duty when the employee's return to work was "conditionally approved" by the Port Authority Office of Medical Services.

Verifiable out-patient surgery where no hospitalization is involved, but post operative recuperation is necessary.

This sick absence control program shall not be deemed to abrogate any existing Port Authority power with respect to controlling abuses of sick leave benefits.

3. Sick Bank - Employees hired into the covered membership after January 23, 1998, will accrue paid sick leave up to eight days per year. Unused sick leave will be accumulated in a bank. If an employee averages 8 or less sick days over a three year period, that employee will automatically convert to the schedule of allowance coverage. If the employee exceeds the eight day average for the first three years, the employee will remain in the sick bank plan until their average annual sick rate is 8 or less days for complete years of service. (The four exclusions listed above will apply.)

4. Thirty calendar days of Port Authority service shall be added to the IOD benefits eligibility criteria applicable to employees in the covered membership.

5. During the term of this Memorandum of Agreement, an employee in the covered membership who loses no time during the calendar year due to illness or injury will receive two (2) days of excused time in the subsequent calendar year in addition to all other authorized excused days, and the scheduling of such days are to be mutually agreeable to the employee and his supervisor.

6. An employee who is absent for an extended period because of illness or injury, whether work connected or not, and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. Supervisors should consider the employees past attendance record in determining whether vacation forfeiture should apply.

7. The vacation forfeiture schedule is set forth in Exhibit "T", annexed hereto.

XIV. EXCUSED TIME

1. During the term of this Memorandum of Agreement, employees in the covered membership may receive two days of personal excused time during each full calendar year in lieu of items 5, 6, 7 and 8 of PAI 20-3.05 dated August 3, 1967. No reason will be required to request personal excused time. No excused time will be granted to an employee in the covered membership for a holiday he or she is scheduled to work unless due to a verified personal emergency.

Employees in the covered membership will be granted excused time other than personal excused time, for the following reasons only (see exhibit Z for clarification):

A. Death in family (spouse, child, parent, brother, sister, spouse's parent, or other relative living in employee's home).

B. Time off to vote.

C. Blood Bank (Effective December 15, 1992, excused days for donating blood will be discontinued.)

D. Subpoena, Jury Duty.

E. Absence, or tardiness, or early termination of work day when area weather conditions or other reasons are announced by the Director, Human Resources Department.

F. Special individual situations as approved by the Director, Human Resources Department.

2. Effective January 1, 1986 eight (8) hours of compensatory time per calendar year may be converted to personal excused time in four hour minimum blocks.

3. Effective January 1, 1987, an additional (8) eight hours of compensatory time per calendar year may be converted to personal excused time in 4 hour minimum blocks.

XV. OVERTIME

1. An initial overtime roster will be compiled at the beginning of each calendar year according to classification seniority within each title. Employees who are assigned to a unit after the initial overtime roster has been constructed will be credited for equalization purposes with the average number of hours charged to members of the classification.

2. Non-Scheduled Overtime

When it is necessary for an employee to work overtime on a nonscheduled basis, the availability of those to be selected will be limited to those actually working at the time the overtime is required. Employees will be asked to work based on the lowest amount of overtime charged by those available at the time. Each employee may have the option of refusing the overtime. In the event all the employees refuse, the employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for a substitute.

The only exception to this will be overtime that will be worked as a continuation of a project being done during the regular tour. In this event, those employees working on the project will continue to do so if a change in staff would impede the completion of the task, even if it requires subsequent days of work including regular days off.

3. Scheduled overtime

On those occasions when overtime work can be planned, supervisors shall request employees to work the scheduled overtime, such requests to be made to such employees in the inverse order of overtime charged for that year. This would include employees not immediately available who might have to be contacted by telephone. Employees will have the option as to whether or not they elect to work the scheduled overtime.

4. Accounting for Overtime

An overtime roster, maintained by the unit supervisor, which reflects the amount of overtime charged to each employee, shall be kept current. Charged overtime is the sum of the overtime worked by the employee plus the amount of overtime refused by the employee for the year in question.

5. Standby

Whenever an employee is directed to standby at his home or facility, he will be paid for all hours he is required to standby.

6. Canceling Postponing and Re-scheduling Overtime

For scheduled work (other than snow) which is not a continuation of a tour, an employee who is scheduled to work in a situation which could require the payment of overtime will in all such cases work a minimum of four hours.

7. Snow Emergency Procedures

(a) Where a facility posts snow emergency work schedules ("A" shift-hours between 8:00 P.M. to 8:00 A.M.) employees scheduled to work the "A" shift who are changed to the "B" shift would receive a Schedule Change Premium. The same would apply to an employee normally scheduled to work the "B" shift who would be subsequently changed to the "A" shift.

(b) If an employee is required to call in during snow conditions, on a continuing basis, and is not required to report in connection with the snow schedule, he will be compensated to the extent of four (4) hours of standard time.

(c) Employees who are granted excused time in connection with snow removal operations will have these hours credited as hours worked in lieu of call-in premiums.

(d) When called in for snow duty, an employee will perform the work of his trade only insofar as it is incidental to the snow emergency.

(e) When a snow emergency is deemed to be ended by the Supervisor in charge of the snow operation, an employee may be required to perform the work of his/her trade.

8. Roster Responsibility

(a) Overtime rosters should be available for review and should be kept current. This responsibility will be charged to the unit supervisor. In the event that the proper employee is not given the opportunity to work an overtime job by management, then that employee shall receive four hours pay as restitution.

(b) As provided in Section VII hereof, no shift differentials shall be paid for any hours for which an employee in the covered membership is compensated at overtime rates, except as provided by applicable law.

9. Compensatory Time

The present practice concerning compensatory time shall continue. The maximum number of overtime hours which can be banked by an employee in the covered membership shall be 200 and such hours will be limited to those hours actually worked in excess of 40 in a seven consecutive day period.

Employees in the covered membership will have the option to cash in all or part of the compensatory time bank at stated times during each quarter of the calendar year.

XVI. WORK SCHEDULES

PAI 20-3.07 Work Schedules - Pay Plan C (Non-Police) Employees, dated May 23, 1972 (including amendments indicated therein) annexed hereto as Exhibit "J", shall apply to the covered membership except that if a designated "R-Man" is used to cover an unscheduled absence and the "R-Man's" tour is changed with less than 30 days notice, the "R-Man" will be entitled to only one Schedule Change Premium, per "R-Man" tour schedule.

During the term of Agreement, discussions between the Port Authority and Local 3 will continue with respect to modifying (where applicable) IBEW work schedules. Modifications made to the work schedules at SIB will remain in effect for a one-year pilot test period.

XVII. AGENCY SHOP

1. Representation Fee

Effective January 22, 1993, and thereafter during the term of this Memorandum of Agreement, all employees in the covered membership who are not members of the IBEW (hereinafter called "non-members") shall have deducted from their wages or salaries and forwarded to Local 3 of the IBEW a representation fee in a manner and in an amount as provided below.

2. Representation Fee Amount

No later than January 22, 1993, and at least two standard pay periods before any subsequent modification to the representation fee to be deducted, the IBEW shall notify the Port Authority in writing of the IBEW representation fee sum to be deducted from non-members' wages and salaries, but in no event shall such fee exceed 85% of the membership dues of the IBEW. Any change in the amount of the representation fee to be deducted shall be made upon written notification by the IBEW to the Port Authority.

3. Representation Fee Deductions

The representation fee shall be deducted from non-members' salaries in equal bi-weekly installments. The total amount of representation fees so deducted shall be transmitted to the IBEW within thirty (30) days after each bi-weekly deduction along with the membership dues deducted pursuant to this Section.

Representation fee deductions from the wages or salary of any non-member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the non-member's placement in or re-entry into a position classification covered by this Memorandum of Agreement.

If, during the term of this Memorandum of Agreement after January 29, 1993, the non-member becomes a IBEW member, the Port Authority shall cease deducting the representation fee and commence deducting the membership dues on or after but in no

case sooner than two standard pay periods following written notification to the Port Authority by the IBEW of the change in status as required by this Section.

XVIII. SENIORITY RIGHTS

1. Within each facility, Electrician's tour preference will be bid on a classification seniority basis once during the first quarter of each calendar year. For this purpose, tours are defined as either steady days or rotating shifts. All resulting tour changes shall take place over a 90 day period if facility management determines that this is operationally required.

Within each facility, Trades Helper (Electrical) tour preference will be bid on a classification seniority basis after implementation of Electrician tour changes. For this - purpose, tours are defined as either steady days or rotating shifts. All resulting Trades Helper tour changes shall take place over a 90 day period if facility management determines this is operationally required.

Work schedule change premiums will not be paid for schedule changes resulting from tour preference bidding.

2. The Administrative Board of the PA Division Local 3 will be entitled to first choice on vacations and work schedules or tours as vacancies occur. Shop Stewards will be entitled to second choice and then the represented membership.

XIX. TRANSFERS

1. An employee in the covered membership, except as noted below, after being assigned to and actually working at a facility, will have no time restriction for the submission or acceptance of a transfer request.

2. Upon first appointment from Trades Helper to Electrician the newly appointed Electrician may not apply for a transfer until he/she has completed six (6) consecutive months at their present facility.

3. Effective with the execution of the Memorandum of Agreement, current transfer lists effecting employees in the covered membership will be supplied upon request to the Chairman of the IBEW for the following quarterly dates, March 1, June 1, September 1, and December 1. Requests for such transfer lists must be made through the Labor Relations Division.

XX. DISCIPLINE

1. The provisions of PAI 20-1.10 (dated September 30, 1970), Disciplinary Proceedings, are hereby modified to provide for a jointly-selected and financed impartial hearing officer to replace the three person Port Authority Trial Board in disciplinary proceedings affecting employees in the covered membership; and, notwithstanding the limitation set forth in paragraph IX.D. of PAI 20-1.10, Charges filed with a department head more than twenty (20) months after the alleged commission of the offense charged, shall be void.

. This hearing, outlined in Exhibit "K" annexed hereto, will be the final administrative step in the disciplinary procedure. Both parties will regard the Hearing Officer's decision as binding.

2. If a letter of reprimand has not been used as a basis for disciplinary action within one year from the date of such letter, such letter shall be removed from the employee's personnel folder, unless during such period related reprimands have been placed in the employee's folder. All letters of reprimand must either be initialled by the employee or, if such employee refuses to initial, such refusal shall be duly noted.

XXI. PAST PRACTICE - PROTECTION OF EXISTING TERMS AND CONDITIONS OF EMPLOYMENT

1. Unless a contrary intent is specifically expressed in this Memorandum of Agreement, all practices, procedures and policies governing existing terms and conditions of employment of employees in the covered membership which are not specifically enumerated or set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of execution of this Memorandum of Agreement and, during the term of this Memorandum of Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, statute or otherwise and governing an existing term and condition of employment shall not be limited, restricted, impaired, removed or abolished unilaterally.

2. A charge or complaint that the Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term and condition of employment which is not specifically enumerated or set forth in this Memorandum of Agreement shall not be subject to or processed through the grievance-arbitration procedure referred to in Exhibit "D" of this Memorandum of Agreement.

XXII. AGREEMENT ADMINISTRATION

The Port Authority agrees to make available to Local 3 all relevant data Local 3 may require to negotiate collectively and to properly administer this Memorandum of Agreement.

XXIII. EXCUSED TIME - UNION REPRESENTATIVES

Excused time for Local 3 representatives should be in accordance with Information Bulletin #23, dated August 14, 1967, modified as follows:

1. During regularly scheduled working hours., Local 3 representatives shall be allowed reasonable time away from regular duties with pay and benefits for the following purposes:

a. To investigate grievances and to process them at the appropriate organization levels. To attend meetings called by management and to be present at all disciplinary hearings or proceedings concerning the covered membership.

b. To participate as members of a group of employee representatives when discussing proposals with regard to salary levels and terms and conditions of employment.

2. The Administrative Board of the Port Authority Division of Local 3 shall be excused from duty for their presence at meetings for the negotiation of all Memoranda of Agreement.

3. The Chairman of the Port Authority Division of Local 3 or his/her designated representative shall be excused from duty to attend hearings and other proceedings of the Port Authority Employment Relations Panel and arbitration hearings under the Grievance Arbitration Procedure set forth herein to which Local 3 is a party.

4. The Representative of Local 3 may request that a member be excused on union business with pay for unusual circumstances and such requests must be approved by the Manager of the Labor Relations Division.

XXIV. MISCELLANEOUS

1. Snow Removal Work

Snow removal work assigned by the Port Authority to Port Authority employees will be done by maintenance forces. Personnel at a facility may be used for salting or other related snow activities when maintenance men are not at the facility or are in transit to the facility. Snow melters will not be part of the general maintenance snow removal program.

2. Safety Committees

A. Local 3 will designate an employee in the covered membership at each facility to act on behalf of its members on matters of safety. When safety matters are brought to this designee's attention he/she will contact a representative of the facility manager in order to resolve the issue. If the Local 3 designee is unable to resolve a safety issue with the representative of the facility manager, the Local 3 designee may refer the issue to the Risk Management Division's Supervisor Maintenance Evaluation Engineer directly, who will investigate the matter and report findings to the Local 3 designee and the facility manager.

B. This provision will also apply to work areas designated as "confined spaces" to ensure consistency in designation of such areas at all Port Authority facilities. Issues involving "confined space" will also be brought to the attention of the Manager, Labor Relations.

3. Meal Period During the Work Schedule

Employees in rotating schedules will receive one 30-minute meal break within the work tour. Such meal break should commence and end between the third and fifth hours of such tour.

4. Portal to Portal Insurance

If an employee is directed by his supervisor to report to his assigned facility outside of his normally scheduled tour and such employee utilizes his own vehicle, such authorized call-in will be considered authorization for the use of his personal vehicle as defined in PAI 15-3.05 dated, July 7, 1969, and annexed hereto as Exhibit "L".

5. Mileage

The mileage reimbursement rate for Service C field employees, as described in PAI 15-3.05 dated July 7, 1969, and any increases in that rate for such employees, shall also apply to employees in the covered membership.

6. Periodic Meeting

The Port Authority and the Administrative Board of Local 3 will meet periodically to discuss and resolve operational and procedural problems which may arise out of this Memorandum of Agreement and/or existing Port Authority policy and procedure statement.

7. Complaint Investigation

Complaints against Port Authority supervisor or managerial personnel alleging violation of a provision of the Memorandum of Agreement or a unilateral change in terms, and conditions of employment shall receive expedited treatment and may be brought through contact by a member of the Administrative Board of Local 3 to the Manager of the Labor Relations Division. The Manager of the Labor Relations Division will investigate the matter and inform the member of the Administrative Board of the union of the outcome. In the event the matter is not resolved in this fashion, Local 3 may seek redress through the grievance procedure referred to in Section IX if applicable, or through other appropriate administrative procedures.

8. 440 Volt Rule

When it is necessary to test (excluding amperage or voltage testing at controllers or disconnects) or alter or repair (excluding re-lamping) energized circuits, whose circuit potential is at 440 volts AC or above, two Journeymen shall be assigned except when such work is performed under the direction of a qualified Supervisor, Engineer, Technician or High Tension Controller. None of these rules are applicable to electronics work. Nor do they apply when one Journeyman is assigned to a tour at a facility; in this case, the job will be deferred unless it is an emergency. During emergencies a Trades Helper (Electrical) may be substituted for a Journeyman. The Port Authority memorandum to all affected units re-emphasizing the meaning of the 440 Volt Rule remains in effect.

9. Rotation Schedules

The rotation schedules for employees in the covered membership who are classified as Electricians, Tunnel Systems Controllers and Trades Helpers (Electrical) shall include provision for a minimum of six scheduled positions for rotation scheduling. Existing rotating schedules will not be modified until the proposed modifications are discussed with representatives of Local 3.

Any Electrician or Trades Helper (Electrical) who works other than a day tour within the cycle of a rotating schedule, will be deemed to be a shift worker and receive a paid meal period for each tour during the entire cycle of the rotating schedule.

10. Provisional Appointments

Any excess position in the position classifications listed in Exhibit "A" annexed hereto which is filled either consecutively or cumulatively for 18 months will either be filled permanently or discontinued thirty (30) days thereafter. The Manager, Labor Relations Division, will review all excess positions within 12 months after any such position was filled on a provisional basis.

11. Prompt Payment of Monies Due

The Port Authority agrees to reinforce its present practice concerning the prompt payment of any monies due from in-grade increases, promotions, etc. In the event payment is not received within a reasonable period of time (two pay periods), any employee in the covered membership may appeal to his supervisor to expedite payment. In the event payment is not forthcoming, the employee may appeal to the Manager, Labor Relations Division to seek final resolution.

12. Safety Shoe Allowance

a. Effective June 4, 2002, employees in the covered membership may receive a maximum of $200 per annum for the purchase of one or more pairs of safety shoes. All employees must adhere to safety precautions listed on MMIS work order routines.

b. Safety shoes and prescription safety protection eyewear damaged beyond repair in the course of employment without fault of the employee shall be replaced by re-instatement of the employee's allowance for the year wherein the damage occurs. A written statement must be submitted by the employee to his/her immediate supervisor explaining the circumstances which caused the damage. The immediate supervisor will make the final determination on whether to re-instate the allowance.

13. Craft Licenses

Employees in the covered membership in possession of craft licenses which are required by the Port Authority in higher classifications of job family progression shall be reimbursed for the cost of obtaining and renewing same.

14. Retirement

Eligible employees in the covered membership shall be covered by the provisions of the "Improved Career Retirement Plan" for employees of participating employers established by Section 75-i of the New York Retirement and Social Security Law.

15. Wash-up Time

The present practice concerning time allotted for wash-up and putting tools away will be continued.

16. Adverse Weather Conditions

The Port Authority shall communicate to its field supervisors appropriate precautionary steps to be taken during adverse weather conditions. In addition, wherever crews are exposed to high levels noxious fumes and consideration of safety is involved, the Inspection and Safety Division will be notified. Inspections will be made and action will be taken as appropriate.

17. Mutual Tour Swaps

During the term of this Memorandum of Agreement, personnel within the same position classification shall have the option to work two consecutive shifts (16 hours) to the extent permitted by law, excluding emergencies, for the purpose of completing a mutual tour swap. A minimum of one such mutual tour swap shall be permitted per employee per month, and shall be restricted to personnel within the same employee shift schedule if this is deemed appropriate to local facility management. Supervisors may approve as many mutual swaps per employee per month as are operationally feasible.

18. Agreement Booklets

The Port Authority, at its sole expense, shall furnish Local 3 with three hundred (300) copies of this Memorandum of Agreement within a reasonable time after its execution.

19. Prescribed Safety Eye Wear

Reimbursement for the purchase of prescribed safety protection eye wear as described in PAI 20-4.01, Section VI, dated January 14, 1974 shall apply to employees in the covered membership. Effective June 4, 2002, the annual reimbursement rate shall be increased to $200.

20. Tunnel Systems Controllers

Vacancies occurring in the classification of Tunnel Systems Controller will be filled using the parameters set forth in Exhibit V1 annexed hereto.

21. Education Refund Applications

a. Effective September, 1995, the maximum tuition reimbursement will be increased to the greater of $125 per undergraduate credit and $140 per graduate credit or 80% of the actual tuition cost.

b. All applications for Education Refund, whether or not recommended for approval by local facility management, can be submitted to the Chief Negotiator, Labor Relations Department for his review. The Chairman of Local 3 or his designee may meet and consult with the Chief Negotiator, Labor Relations Department with regard to any application for job related training or educational opportunity.

22. Employee Annual Medical Reports

Port Authority Office of Medical Services will provide employees in the covered membership with copies of their annual medical reports upon request.

23. Employee Data Sheet

The Port Authority will provide each employee in the covered membership with a data sheet showing his/her home address, dependents and insurance and retirement system beneficiaries as these facts are reflected in the Port Authority Human Resources Department records, for the purpose of updating such information. Such information will be provided annually by pay period number ten.

24. Daylight Savings Time

Those shift workers who are required to work a nine (9) hour tour when the clock is set back from Daylight Savings Time to Eastern Standard Time, shall receive one (1) hour of compensation at overtime rates.

In addition, when it is necessary to work a seven (7) hour tour when the clock is set ahead an hour the employee working the tour shall request, in advance, either to stay an additional hour or be charged an hour compensatory time.

25. Bulletin Boards

The Port Authority will provide an enclosed bulletin board (at least 30" x 36") at each facility for the exclusive use of Local 3. The facility Shop Steward shall maintain the bulletin board. Local 3 will not post on the bulletin board any matter derogatory to the employer or any employee and will immediately remove such matter on request of the employer.

26. Training Tapes

A video cassette recorder (VCR) and monitor shall be provided at each facility for the viewing of training tapes. Arrangements for the location of equipment, selection of tapes, and schedule for viewing shall be made jointly by the facility Shop Steward and

the facility Manager or his/her designee. Local 3 representatives and Port Authority representatives will work together in identifying up-to-date training tapes which might be used for training purposes.

27. Parking Space

The present practice concerning the use of Port Authority parking facilities by the covered membership shall continue, as long as such facilities are continued by the Port Authority as parking facilities.

28. Safety and Health Standards

If it is established that the Port Authority does not basically conform with OSHA standards, the Port Authority will make every good faith effort to come into conformance.

29. Asbestos Control

Local 3 will periodically meet, as needed, with Port Authority management staff in order to be briefed regarding asbestos control. Such meetings must be requested through the Manager of Labor Relations.

30. Meal Allowances

Effective June 21, 1989, meal allowances are eliminated.

31. Coning

Effective upon agreement with other represented employee groups (where applicable), facility electricians will do necessary coning with respect to their jobs.

32. Testing

Only relevant experience, as determined jointly by the Local 3 and the Supervisor, Port Authority Testing Unit, will be credited as a seniority factor when the Port Authority establishes a promotion roster.

33. Cafeteria Services

During the term of the Agreement, Local 3 and the Port Authority may re-open discussions, if necessary, with respect to reduction in cafeteria services currently provided.

34. Placement

Qualified Project Employees will be placed in permanent positions before a new eligible list is published.

35. Worker's Compensation

Effective December 15, 1992, the injury on duty benefit will be modified to supplement the Worker's Compensation benefit to a maximum of the employee's regular net take home pay after withholding applicable taxes.

36. Commercial Driver's License

A. Effective January 1, 1995, the Port Authority will pay the cost of obtaining and renewing a CDL (and necessary endorsements). Employees who do not possess a valid CDL with the necessary endorsements and whose position requires one may be deemed unfit for duty if no placement can be found. The Chairman of Local 3 may meet and consult with the Manager of Labor Relations with regard to application of this section.

B. Personnel assigned to the Radio Shop or the Electronics Shop prior to December 15, 1992, will not be requested to possess a CDL.

37. Longevity

Employees in the covered membership with eight years of Port Authority service shall receive a longevity payment of one per-cent (1%) of base salary (as set forth in Exhibit "B") payable in bi-weekly installments; employees with ten years of Port Authority service shall receive one and one-half (1.5%); employees with fifteen years of Port Authority service shall receive two per-cent (2.0%); employees with twenty years of Port Authority service shall receive three per-cent (3.0%); and, employees with twenty-five or more years of service shall receive four per-cent (4.0%). (*See*, Exhibit "B" hereto)

38. Training

The Port Authority agrees to continue to discuss with the IBEW the subject of training for electronics, computers and high tension.

39. Passes

During the term of the Agreement, employees in the covered membership will continue to be eligible to receive employee commutation passes and personal passes as per the current practice.

40. Facility Discussions

The Port Authority agrees that the IBEW and Port Authority facility managers can agree to modify current policy and procedure regarding facility overtime equalization and snow removal.

41. Trade Courses

A. During the term of the Agreement, the present procedure for reimbursement of pre-approved "trade-related" courses including related books and manuals will remain in effect and prompt payment of money due will be emphasized.

B. All applications for Trade Courses, whether or not recommended for approval by local facility management, can be submitted by the Chairman of Local 3 to the Manager, Labor Relations Division for his review. The Chairman of Local 3 or his designee may meet and consult with the Manager with regard to any application for job related training.

42. Uniform Committee

Upon request of the IBEW Chairman, arrangements will be made for a meeting to take place with the Supervisor, Work Uniform Services, to discuss standard work uniform issuance.

XXV. DISTRIBUTION OF PAI'S, OPI'S AND INFORMATION BULLETINS

The Port Authority, at its sole expense, will provide copies of all PAI's, OPI's, Minutes of the Board of Commissioners meetings and The Committee on Operations, AP's, HRP's, or Information Bulletins that may affect the operation of this Memorandum of Agreement to the Administrative Board and Shop Stewards of Local 3; provided that nothing herein shall be deemed to preclude implementation of the provisions of any such instruction or bulletin which are not inconsistent with this Memorandum of Agreement. In addition, promotion bulletins will be sent to all Shop Stewards. Human Resources Department will notify the IBEW in writing upon hiring or promoting employees into the covered membership.

XXVI. TERM

The term of this Memorandum of Agreement shall be from June 4, 2002 through June 3, 2006.

XXVII. EFFECTIVENESS

This Memorandum of Agreement and its execution shall not take effect until it shall have been approved by the Port Authority's Board of Commissioners or a Committee thereof, pursuant to Section VIII of the Port Authority Labor Relations Instruction, and that action shall have been subject to applicable statutory gubernatorial review.

Dated: May 27, 2003
New York, N.Y.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:

Director
Labor Relations Department

(Witness)

(Witness)

LOCAL UNION NO. 3. INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

By:

Thomas Van Dersdale
Business Manager

Raymond Nikolly
Assistant Business Manager

Joseph R. Bellell
Business Representative

Chairman, Port Authority Division

Timothy J. McCarthy
Vice Chairman

Treasurer

Allen R. Sutterfield
Secretary

William Beales
Sergeant at Arms

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
JUL 23 2003
Edwin D. Hill, President
This approval does not [illegible]

EXHIBIT "A"

Position classifications covered by Memorandum of Agreement with Local Union No. 3 International Brotherhood of Electrical Workers (the covered membership).

Class Code	Latest Spec Date	Class Title	Range
2177	5/86	Communications Equipment Specialist	C-94
2163	5/86	Electrician	C-94
2176	3/79	Electronics Equipment Specialist	C-94
2064	5/86	Tunnel Systems Controller	C-94
2158	6/80	Trades Helper (Electrical)	C-92
2175	9/85	Trades Helper (Electronics)	C-92

For Employees Hired or Promoted Prior to 10/24/95

C-92
6/4/02 to 6/3/03

Step	Hourly	Bi-Weekly	Annual
1	$14.2375	$1,139	$29,614
2	$14.9125	$1,193	$31,018
3	$19.4875	$1,559	$40,534
4	$20.0375	$1,603	$41,678
5	$20.5500	$1,644	$42,744
6	$21.8625	$1,749	$45,474

C-92
6/4/03 to 6/3/04

Hourly	Bi-Weekly	Annual
$14.6625	$1,173	$30,498
$15.3625	$1,229	$31,954
$20.0750	$1,606	$41,756
$20.6375	$1,651	$42,926
$21.1625	$1,693	$44,018
$22.5125	$1,801	$46,826

C-94
6/4/02 to 6/3/03

Step	Hourly	Bi-Weekly	Annual
1	$22.0875	$1,767	$45,942
2	$23.2000	$1,856	$48,256
3	$24.8750	$1,990	$51,740
4	$29.6000	$2,368	$61,568
5	$30.4875	$2,439	$63,414
6	$32.1750	$2,574	$66,924

C-94
6/4/03 to 6/3/04

Hourly	Bi-Weekly	Annual
$23.6375	$1,891	$49,166
$24.8375	$1,987	$51,662
$26.6250	$2,130	$55,380
$31.6875	$2,535	$65,910
$32.6375	$2,611	$67,886
$34.4400	$2,755	$71,630

For Employees Hired or Promoted Prior to 10/24/95

	C-92 6/4/04 to 6/4/05			C-92 6/4/05 to 6/3/06		
Step	**Hourly**	**Bi-Weekly**	**Annual**	**Hourly**	**Bi-Weekly**	**Annual**
1	$15.1000	$1,208	$31,408	$15.5500	$1,244	$32,344
2	$15.8250	$1,266	$32,916	$16.3000	$1,304	$33,904
3	$20.6750	$1,654	$43,004	$21.3000	$1,704	$44,304
4	$21.2625	$1,701	$44,226	$21.9000	$1,752	$45,552
5	$21.8000	$1,744	$45,344	$22.4500	$1,796	$46,696
6	$23.1875	$1,855	$48,230	$23.8875	$1,911	$49,686

	C-94 6/4/04 to 6/4/05			C-94 6/4/05 to 6/3/06		
Step	**Hourly**	**Bi-Weekly**	**Annual**	**Hourly**	**Bi-Weekly**	**Annual**
1	*	*	*	*	*	*
2	*	*	*	*	*	*
3	*	*	*	*	*	*
4	*	*	*	*	*	*
5	*	*	*	*	*	*
6	*	*	*	*	*	*

* - All steps for Grade 94 will be predicated on the increase in the NYC Local # 3 'A' Journeyman Electricians hourly rate. The agreed upon % will be applied to the NYC Local # 3 Journeyman Electricians hourly rate to get the top step hourly rate for Grade 94 while all the other steps will be increased at the same % increase as the top step. The Tunnel Systems Controller rates will be $1.00 per hour higher than the corresponding step in Grade 94.

For Employees Hired or Promoted On or After 10/24/95

	C-92 6/4/02 to 6/3/03			C-92 6/4/03 to 6/3/04		
Step	**Hourly**	**Bi-Weekly**	**Annual**	**Hourly**	**Bi-Weekly**	**Annual**
1	$14.2375	$1,139	$29,614	$14.6625	$1,173	$30,498
2	$14.9125	$1,193	$31,018	$15.3625	$1,229	$31,954
3	$15.6875	$1,255	$32,630	$16.1625	$1,293	$33,618
4	$16.4375	$1,315	$34,190	$16.9250	$1,354	$35,204
5	$17.2875	$1,383	$35,958	$17.8000	$1,424	$37,024
6	$19.0000	$1,520	$39,520	$19.5750	$1,566	$40,716
7	$21.8625	$1,749	$45,474	$22.5125	$1,801	$46,826

	C-94 6/4/02 to 6/3/03			C-94 6/4/03 to 6/3/04		
Step	**Hourly**	**Bi-Weekly**	**Annual**	**Hourly**	**Bi-Weekly**	**Annual**
1	$22.0875	$1,767	$45,942	$23.6375	$1,891	$49,166
2	$23.2000	$1,856	$48,256	$24.8375	$1,987	$51,662
3	$24.3625	$1,949	$50,674	$26.0750	$2,086	$54,236
4	$25.5875	$2,047	$53,222	$27.3875	$2,191	$56,966
5	$26.8625	$2,149	$55,874	$28.7500	$2,300	$59,800
6	$29.5500	$2,364	$61,464	$31.6250	$2,530	$65,780
7	$32.1750	$2,574	$66,924	$34.4400	$2,755	$71,630

For Employees Hired or Promoted On or After 10/24/95

	C-92 6/4/04 to 6/4/05			C-92 6/4/05 to 6/3/06		
Step	**Hourly**	**Bi-Weekly**	**Annual**	**Hourly**	**Bi-Weekly**	**Annual**
1	$15.1000	$1,208	$31,408	$15.5500	$1,244	$32,344
2	$15.8250	$1,266	$32,916	$16.3000	$1,304	$33,904
3	$16.6500	$1,332	$34,632	$17.1500	$1,372	$35,672
4	$17.4375	$1,395	$36,270	$17.9625	$1,437	$37,362
5	$18.3375	$1,467	$38,142	$18.8875	$1,511	$39,286
6	$20.1625	$1,613	$41,938	$20.7625	$1,661	$43,186
7	$23.1875	$1,855	$48,230	$23.8875	$1,911	$49,686

	C-94 6/4/04 to 6/4/05			C-94 6/4/05 to 6/3/06		
Step	**Hourly**	**Bi-Weekly**	**Annual**	**Hourly**	**Bi-Weekly**	**Annual**
1	*	*	*	*	*	*
2	*	*	*	*	*	*
3	*	*	*	*	*	*
4	*	*	*	*	*	*
5	*	*	*	*	*	*
6	*	*	*	*	*	*
7	*	*	*	*	*	*

* - All steps for Grade 94 will be predicated on the increase in the NYC Local # 3 'A' Journeyman Electricians hourly rate. The agreed upon % will be applied to the NYC Local # 3 Journeyman Electricians hourly rate to get the top step hourly rate for Grade 94 while all the other steps will be increased at the same % increase as the top step. The Tunnel Systems Controller rates will be $1.00 per hour higher than the corresponding step in Grade 94.

Longevity Schedule For Employees Hired or Promoted Prior to 10/24/95

C-92	Step	Bi-Weekly	1% Longevity	Annual Longevity	1.5% Longevity	Annual Longevity	2% Longevity	Annual Longevity	3% Longevity	Annual Longevity	4% Longevity	Annual Longevity
From	1	$1,139	$11.39	$296.14	$17.09	$444.34	$22.78	$592.28	$34.17	$888.42	$45.56	$1,184.56
6/4/2002	2	$1,193	$11.93	$310.18	$17.90	$465.40	$23.86	$620.36	$35.79	$930.54	$47.72	$1,240.72
	3	$1,559	$15.59	$405.34	$23.39	$608.14	$31.18	$810.68	$46.77	$1,216.02	$62.36	$1,621.36
to	4	$1,603	$16.03	$416.78	$24.05	$625.30	$32.06	$833.56	$48.09	$1,250.34	$64.12	$1,667.12
6/3/2003	5	$1,644	$16.44	$427.44	$24.66	$641.16	$32.88	$854.88	$49.32	$1,282.32	$65.76	$1,709.76
	6	$1,749	$17.49	$454.74	$26.24	$682.24	$34.98	$909.48	$52.47	$1,364.22	$69.96	$1,818.96
From	1	$1,173	$11.73	$304.98	$17.60	$457.60	$23.46	$609.96	$35.19	$914.94	$46.92	$1,219.92
6/4/2003	2	$1,229	$12.29	$319.54	$18.44	$479.44	$24.58	$639.08	$36.87	$958.62	$49.16	$1,278.16
	3	$1,606	$16.06	$417.56	$24.09	$626.34	$32.12	$835.12	$48.18	$1,252.68	$64.24	$1,670.24
to	4	$1,651	$16.51	$429.26	$24.77	$644.02	$33.02	$858.52	$49.53	$1,287.78	$66.04	$1,717.04
6/3/2004	5	$1,693	$16.93	$440.18	$25.40	$660.40	$33.86	$880.36	$50.79	$1,320.54	$67.72	$1,760.72
	6	$1,801	$18.01	$468.26	$27.02	$702.52	$36.02	$936.52	$54.03	$1,404.78	$72.04	$1,873.04
From	1	$1,208	$12.08	$314.08	$18.12	$471.12	$24.16	$628.16	$36.24	$942.24	$48.32	$1,256.32
6/4/2004	2	$1,266	$12.66	$329.16	$18.99	$493.74	$25.32	$658.32	$37.98	$987.48	$50.64	$1,316.64
	3	$1,654	$16.54	$430.04	$24.81	$645.06	$33.08	$860.08	$49.62	$1,290.12	$66.16	$1,720.16
to	4	$1,701	$17.01	$442.26	$25.52	$663.52	$34.02	$884.52	$51.03	$1,326.78	$68.04	$1,769.04
6/3/2005	5	$1,744	$17.44	$453.44	$26.16	$680.16	$34.88	$906.88	$52.32	$1,360.32	$69.76	$1,813.76
	6	$1,855	$18.55	$482.30	$27.83	$723.58	$37.10	$964.60	$55.65	$1,446.90	$74.20	$1,929.20
From	1	$1,244	$12.44	$323.44	$18.66	$485.16	$24.88	$646.88	$37.32	$970.32	$49.76	$1,293.76
6/4/2005	2	$1,304	$13.04	$339.04	$19.56	$508.56	$26.08	$678.08	$39.12	$1,017.12	$52.16	$1,356.16
	3	$1,704	$17.04	$443.04	$25.56	$664.56	$34.08	$886.08	$51.12	$1,329.12	$68.16	$1,772.16
to	4	$1,752	$17.52	$455.52	$26.28	$683.28	$35.04	$911.04	$52.56	$1,366.56	$70.08	$1,822.08
6/3/2006	5	$1,796	$17.96	$466.96	$26.94	$700.44	$35.92	$933.92	$53.88	$1,400.88	$71.84	$1,867.84
	6	$1,911	$19.11	$496.86	$28.67	$745.42	$38.22	$993.72	$57.33	$1,490.58	$76.44	$1,987.44

Longevity Schedule For Employees Hired or Promoted Prior to 10/24/95

C-94	Step	Bi-Weekly	1% Longevity	Annual Longevity	1.5% Longevity	Annual Longevity	2% Longevity	Annual Longevity	3% Longevity	Annual Longevity	4% Longevity	Annual Longevity
From	1	$1,767	$17.67	$459.42	$26.51	$689.26	$35.34	$918.84	$53.01	$1,378.26	$70.68	$1,837.68
6/4/2002	2	$1,856	$18.56	$482.56	$27.84	$723.84	$37.12	$965.12	$55.68	$1,447.68	$74.24	$1,930.24
	3	$1,990	$19.90	$517.40	$29.85	$776.10	$39.80	$1,034.80	$59.70	$1,552.20	$79.60	$2,069.60
to	4	$2,368	$23.68	$615.68	$35.52	$923.52	$47.36	$1,231.36	$71.04	$1,847.04	$94.72	$2,462.72
6/3/2003	5	$2,439	$24.39	$634.14	$36.59	$951.34	$48.78	$1,268.28	$73.17	$1,902.42	$97.56	$2,536.56
	6	$2,574	$25.74	$669.24	$38.61	$1,003.86	$51.48	$1,338.48	$77.22	$2,007.72	$102.96	$2,676.96
From	1	$1,891	$18.91	$491.66	$28.37	$737.62	$37.82	$983.32	$56.73	$1,474.98	$75.64	$1,966.64
6/4/2003	2	$1,987	$19.87	$516.62	$29.81	$775.06	$39.74	$1,033.24	$59.61	$1,549.86	$79.48	$2,066.48
	3	$2,130	$21.30	$553.80	$31.95	$830.70	$42.60	$1,107.60	$63.90	$1,661.40	$85.20	$2,215.20
to	4	$2,535	$25.35	$659.10	$38.03	$988.78	$50.70	$1,318.20	$76.05	$1,977.30	$101.40	$2,636.40
6/3/2004	5	$2,611	$26.11	$678.86	$39.17	$1,018.42	$52.22	$1,357.72	$78.33	$2,036.58	$104.44	$2,715.44
	6	$2,755	$27.55	$716.30	$41.33	$1,074.58	$55.10	$1,432.60	$82.65	$2,148.90	$110.20	$2,865.20

Note: The Longevity payment for the year 6/4/04 through 6/3/05 and the year 6/4/05 to 6/3/06 will be determined by applying the above percentages to the C-94 base rate of pay established as of 6/4/04 and 6/3/05 respectively.

Longevity Schedule For Employees Hired or Promoted On or After 10/24/95

C-92	Step	Bi-Weekly	1% Longevity	Annual Longevity	1.5% Longevity	Annual Longevity	2% Longevity	Annual Longevity	3% Longevity	Annual Longevity	4% Longevity	Annual Longevity
From	1	$1,139	$11.39	$296.14	$17.09	$444.34	$22.78	$592.28	$34.17	$888.42	$45.56	$1,184.56
6/4/2002	2	$1,193	$11.93	$310.18	$17.90	$465.40	$23.86	$620.36	$35.79	$930.54	$47.72	$1,240.72
	3	$1,255	$12.55	$326.30	$18.83	$489.58	$25.10	$652.60	$37.65	$978.90	$50.20	$1,305.20
to	4	$1,315	$13.15	$341.90	$19.73	$512.98	$26.30	$683.80	$39.45	$1,025.70	$52.60	$1,367.60
6/3/2003	5	$1,383	$13.83	$359.58	$20.75	$539.50	$27.66	$719.16	$41.49	$1,078.74	$55.32	$1,438.32
	6	$1,520	$15.20	$395.20	$22.80	$592.80	$30.40	$790.40	$45.60	$1,185.60	$60.80	$1,580.80
	7	$1,749	$17.49	$454.74	$26.24	$682.24	$34.98	$909.48	$52.47	$1,364.22	$69.96	$1,818.96
From	1	$1,173	$11.73	$304.98	$17.60	$457.60	$23.46	$609.96	$35.19	$914.94	$46.92	$1,219.92
6/4/2003	2	$1,229	$12.29	$319.54	$18.44	$479.44	$24.58	$639.08	$36.87	$958.62	$49.16	$1,278.16
	3	$1,293	$12.93	$336.18	$19.40	$504.40	$25.86	$672.36	$38.79	$1,008.54	$51.72	$1,344.72
to	4	$1,354	$13.54	$352.04	$20.31	$528.06	$27.08	$704.08	$40.62	$1,056.12	$54.16	$1,408.16
6/3/2004	5	$1,424	$14.24	$370.24	$21.36	$555.36	$28.48	$740.48	$42.72	$1,110.72	$56.96	$1,480.96
	6	$1,566	$15.66	$407.16	$23.49	$610.74	$31.32	$814.32	$46.98	$1,221.48	$62.64	$1,628.64
	7	$1,801	$18.01	$468.26	$27.02	$702.52	$36.02	$936.52	$54.03	$1,404.78	$72.04	$1,873.04
From	1	$1,208	$12.08	$314.08	$18.12	$471.12	$24.16	$628.16	$36.24	$942.24	$48.32	$1,256.32
6/4/2004	2	$1,266	$12.66	$329.16	$18.99	$493.74	$25.32	$658.32	$37.98	$987.48	$50.64	$1,316.64
	3	$1,332	$13.32	$346.32	$19.98	$519.48	$26.64	$692.64	$39.96	$1,038.96	$53.28	$1,385.28
to	4	$1,395	$13.95	$362.70	$20.93	$544.18	$27.90	$725.40	$41.85	$1,088.10	$55.80	$1,450.80
6/3/2005	5	$1,467	$14.67	$381.42	$22.01	$572.26	$29.34	$762.84	$44.01	$1,144.26	$58.68	$1,525.68
	6	$1,613	$16.13	$419.38	$24.20	$629.20	$32.26	$838.76	$48.39	$1,258.14	$64.52	$1,677.52
	7	$1,855	$18.55	$482.30	$27.83	$723.58	$37.10	$964.60	$55.65	$1,446.90	$74.20	$1,929.20
From	1	$1,244	$12.44	$323.44	$18.66	$485.16	$24.88	$646.88	$37.32	$970.32	$49.76	$1,293.76
6/4/2005	2	$1,304	$13.04	$339.04	$19.56	$508.56	$26.08	$678.08	$39.12	$1,017.12	$52.16	$1,356.16
	3	$1,372	$13.72	$356.72	$20.58	$535.08	$27.44	$713.44	$41.16	$1,070.16	$54.88	$1,426.88
to	4	$1,437	$14.37	$373.62	$21.56	$560.56	$28.74	$747.24	$43.11	$1,120.86	$57.48	$1,494.48
6/3/2006	5	$1,511	$15.11	$392.86	$22.67	$589.42	$30.22	$785.72	$45.33	$1,178.58	$60.44	$1,571.44
	6	$1,661	$16.61	$431.86	$24.92	$647.92	$33.22	$863.72	$49.83	$1,295.58	$66.44	$1,727.44
	7	$1,911	$19.11	$496.86	$28.67	$745.42	$38.22	$993.72	$57.33	$1,490.58	$76.44	$1,987.44

Longevity Schedule For Employees Hired or Promoted On or After 10/24/95

C-94	Step	Bi-Weekly	1% Longevity	Annual Longevity	1.5% Longevity	Annual Longevity	2% Longevity	Annual Longevity	3% Longevity	Annual Longevity	4% Longevity	Annual Longevity
From	1	$1,767	$17.67	$459.42	$26.51	$689.26	$35.34	$918.84	$53.01	$1,378.26	$70.68	$1,837.68
6/4/2002	2	$1,856	$18.56	$482.56	$27.84	$723.84	$37.12	$965.12	$55.68	$1,447.68	$74.24	$1,930.24
	3	$1,949	$19.49	$506.74	$29.24	$760.24	$38.98	$1,013.48	$58.47	$1,520.22	$77.96	$2,026.96
to	4	$2,047	$20.47	$532.22	$30.71	$798.46	$40.94	$1,064.44	$61.41	$1,596.66	$81.88	$2,128.88
6/3/2003	5	$2,149	$21.49	$558.74	$32.24	$838.24	$42.98	$1,117.48	$64.47	$1,676.22	$85.96	$2,234.96
	6	$2,364	$23.64	$614.64	$35.46	$921.96	$47.28	$1,229.28	$70.92	$1,843.92	$94.56	$2,458.56
	7	$2,574	$25.74	$669.24	$38.61	$1,003.86	$51.48	$1,338.48	$77.22	$2,007.72	$102.96	$2,676.96
From	1	$1,891	$18.91	$491.66	$28.37	$737.62	$37.82	$983.32	$56.73	$1,474.98	$75.64	$1,966.64
6/4/2003	2	$1,987	$19.87	$516.62	$29.81	$775.06	$39.74	$1,033.24	$59.61	$1,549.86	$79.48	$2,066.48
	3	$2,086	$20.86	$542.36	$31.29	$813.54	$41.72	$1,084.72	$62.58	$1,627.08	$83.44	$2,169.44
to	4	$2,191	$21.91	$569.66	$32.87	$854.62	$43.82	$1,139.32	$65.73	$1,708.98	$87.64	$2,278.64
6/3/2004	5	$2,300	$23.00	$598.00	$34.50	$897.00	$46.00	$1,196.00	$69.00	$1,794.00	$92.00	$2,392.00
	6	$2,530	$25.30	$657.80	$37.95	$986.70	$50.60	$1,315.60	$75.90	$1,973.40	$101.20	$2,631.20
	7	$2,755	$27.55	$716.30	$41.33	$1,074.58	$55.10	$1,432.60	$82.65	$2,148.90	$110.20	$2,865.20

Note: The Longevity payment for the year 6/4/04 through 6/3/05 and the year 6/4/05 to 6/3/06 will be determined by applying the above percentages to the C-94 base rate of pay established as of 6/4/04 and 6/3/05 respectively.

EXHIBIT "C"

LEAD PAY

ELIGIBLE EMPLOYEES

To be eligible for the payment of a daily Lead pay differential, an employee must be:

1. At the Journey level of the craft.

2. Specifically designated by his/her supervisor as having lead responsibility for the satisfactory completion of the work project.

Whenever feasible Asterisk tunnel Systems Controllers ("T.S.C."s) should be used in a lead capacity. These "T.S.C."S, will not receive lead pay differential.

DEFINITION OF LEAD ASSISGNMENT

A person in a Lead assignment is a person who has been specifically designated by his/her supervisor to lay out the job, give instructions to others, exercise independent judgment and be responsible for the satisfactory completion of work projects meeting the following criteria:

1. Project requires the assignment of three (3) or more employees, two of which must be at the Journey level.

2. Work is not performed under the immediate direction of a supervisor.

3. Employees other than the lead Electrician need not be Port Authority employees, but must be at the level of their craft

DIFFERENTIAL PAYMENT

An employee who works in a lead capacity will be paid a per day rate of 5% of base hourly rate.

EXHIBIT "D"

ARBITRATION-GRIEVANCE PROCEDURE FOR CLAIMED VIOLATIONS OF PROVISIONS OF THE MEMORANDUM OF AGREEMENT

A. Policy

Employees in the covered membership shall have the right to present grievances in accordance with the procedures described herein free from interference, coercion, restraint, discrimination or reprisal. The informal resolution of Differences prior to the initiation of actions under this Grievance Procedure is encouraged and desired by the Port Authority and Local 3.

B. Definition

Pursuant to the Memorandum of Agreement to which this Grievance Procedure is annexed as Exhibit "D" (which Memorandum shall hereinafter be called the "Memorandum of Agreement') and for the purposes of this Grievance Procedure, a grievance is defined as a complaint limited to the application or interpretation by the Port Authority of any provision of the Memorandum of Agreement which application or interpretation is alleged to constitute a violation of the said Memorandum of Agreement or any provision, thereof; provided, that the processing of a complaint by the Port Authority pursuant to this procedure shall not constitute a waiver by the Authority of any defense or claim that the conduct complained of does not involve the application or interpretation of any provision of the Memorandum of Agreement. Any complaint concerning an alleged violation by the Port Authority of any of its resolutions or instructions of general application relating to conditions of employment which do not involve the interpretation or application of any provision the Memorandum of Agreement shall not be a grievance subject to this procedure but shall be processed in accordance with the provision of Exhibit "E" annexed to the Memorandum if Agreement.

C. Procedure

Grievances as defined in the first sentence of paragraph B hereof shall be processed as follows:

Step One - A grievance shall be submitted by the grievant in writing on forms to be provided by the Port Authority to the Manager, Labor Relations Division, within ten working days of the commencement of the event which gave rise to the grievance or the date the grievant should reasonably have been expected to become aware of the event which gave rise to the grievance. If the grievance is not settled in writing within ten working days of receipt of the grievance, the grievance may be appealed by the grievant to the Personnel Director within ten working days of receipt of the Step One response. Any such appeal shall be in writing and state the grounds therefore. If no Step One response is received within the specified time, the grievance shall be advanced to Step Two without further action by the grievant.

Step Two - The Personnel Director or his designee shall issue a written determination of an appeal from Step One within fifteen working days after the receipt of such appeal, setting forth the reasons for his determination. If the grievance remains unsettled, the grievant may appeal in writing to the Executive Director within ten working days after receipt of the Step Two determination, setting forth the grounds for such appeal.

Step Three - The Executive Director or his designee shall issue a written determination of an appeal from Step Two within twenty working days after the receipt of such appeal, setting forth the reasons for his determination. Any unsettled grievances may be appealed to arbitration as set forth in Step Four.

Step Four - Arbitration

(a) The Chairman of the Port Authority chapter of Local 3 or his designee shall have the exclusive right to refer to arbitration any unsettled grievance with respect to the application or interpretation by the Port Authority of

any provision of the Memorandum of Agreement which application or interpretation is alleged to constitute a violation of the said Memorandum of Agreement or any provision thereof by serving written notice in duplicate on the Executive Director, not later than ten working days following receipt of the Step Three determination.

(b) Within ten working days after receipt of a grievance arbitration notice, the Executive Director and the Chairman of the Port Authority chapter of Local 3 or their designees shall meet to agree upon an arbitrator, and to attempt to frame the Issues for submission to the arbitrator and to stipulate the facts of the matter in order to expedite the hearing. If within five working days after such meeting no agreement on the selection of an arbitrator is reached, an arbitrator shall be selected in accordance with the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association from its Labor Panel pursuant to a demand for or submission to arbitration addressed to the Regional Director of the American Arbitration Association at 140 West 51st Street, New York, N.Y.

(c) The arbitrator shall not have the power to add to, subtract from or codify the provisions of the Memorandum of Agreement and shall confine his decision solely to the interpretation and application of the Memorandum of Agreement. He shall confine himself to the precise issue presented for arbitration and shall have no authority to determine any other issues presented to him nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

(d) The decision or award or relief afforded by the arbitrator shall be final and binding upon the Port Authority, Local 3 and the grievant or grievants to the extent permitted by and in accordance with applicable law and the Memorandum of Agreement.

(e) All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

(f) The arbitrator shall hold the hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision as soon as possible after the close of the hearing. The arbitrator shall be bound by the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association.

(g) The settlement, or award or relief upon a grievance may or may not be retroactive as the equities of each case demand but in no event shall such resolution be retroactive to a date earlier than the date the grievance was first submitted or the date the grievance occurred.

(h) Grievance resolutions or decisions at Steps One, Two and Three shall not constitute a precedent in any arbitration or other proceeding.

D. Representation

1. The grievant is entitled to Local 3 representation at any grievance and arbitration meetings. Local 3 shall have the exclusive right to represent members In any grievance provided, however, that any grievant or group of grievants shall have the right to present his or their own grievance at Steps One through Three without representation of any kind, provided further that no resolution of a grievance shall be inconsistent with the provisions of the Memorandum of Agreement. Local 3 shall receive copies of written determinations and of appeals at all. Steps and may submit written comments thereon and shall have the right to be present and to offer statements at any grievance step meeting.

2. The grievant(s) and any witness(es) shall be excused from duty without pay as required for the processing of grievances, subject to the approval

of the Personnel Director. If possible, any such request for excusal must be presented in advance, and approval thereof shall not be unreasonably withheld.

E. Special Provisions

1. The term "working days" as used in this Grievance Procedure shall mean calendar days exclusive of Saturdays, Sundays and public holidays.

2. The failure by the Port Authority to meet a deadline specified herein shall permit advancing the matter to the next Step. The failure of the grievant or Local 3 to file a grievance or an appeal within the time limit specified shall be deemed to be a resolution of the grievance.

3. All time limits contained in this procedure may be extended by mutual agreement in writing.

EXHIBIT "E"

GRIEVANCE PROCEDURE
LOCAL 3

Definition

A grievance is any complaint by an employee, group of employees or the recognized representative of any such employees concerning an alleged violation, by the Port Authority, of any of its resolutions, instructions or decisions relating to conditions of employment. However, the mission and management responsibilities of the Authority, including its organization, staffing, planning, operating and financial policies, shall not be subject to grievance by employees or employee organizations.

To permit prompt handling, two procedures shall be provided for two classes of grievances:

1. Grievances on working conditions (Class A grievances), which shall be handled initially by an employee's department.

2. Grievances on personnel transactions (Class B grievances), which shall be handled by the Human Resources Department.

Time Limits

For the purposes of determining compliance within the established time limits, grievances, denials, and appeals shall be in writing and shall be signed by the employee, or the group of employees, or the recognized representative of such employees, and the official responsible for a reply.

Time limits refer to working days and may be extended (see chart) by mutual agreement in writing.

If the employees, or his designated representative or facility or division manager requests it, a conference shall be held at the complaint step.

Employees shall be compensated at their regular pay for time spent processing grievances during their scheduled work hours.

EXHIBIT "E"

GRIEVANCE PROCEDURE

Grievances	Addressed to	Time Limit For Presentation	Consequence of Failure to make timely Presentation	Time Limit for disposal by Port Authority	Consequence of Failure Make Timely Disposal
CLASS A - GRIEVANCES ON WORKING CONDITIONS					
Submission to Facility	Facility Manager or Division Manager	5 days after occurrence complained of	Grievance Abandoned	5 days after receipt of grievance	Grievance deemed denied and may be appealed
Appeal to Department	Department Head	10 days after receipt of denial	Grievance Abandoned	10 days after receipt of	Grievance deemed denied and may be appealed
Appeal to Labor Relations Department	Labor Relations Director	10 days after receipt of Department Appeal denial	Grievance Abandoned	10 days after receipt of second appeal	Grievance deemed valid
CLASS B - GRIEVANCES ON PERSONNEL TRANSACTIONS					
Submission to Employment Division, HRD	Manager, Employment Services Division	10 days after occurrence complained of	Grievance Abandoned	10 days after receipt of grievance	Grievance deemed denied and may be appealed
Appeal to Director	Labor Relations Director	10 days after receipt of denial or, if none, 15 days after expiration of time limit	Grievance Abandoned	20 days after receipt of appeal	Grievance deemed denied
IMPARTIAL FACTFINDING					
Class A and Class B Grievances	Third Party Fact finder	15 days after receipt of Human Resources Director's denial	Grievance Abandoned	30 days after receipt Fact finder's Report	Grievance deemed valid

FINAL APPEAL — The Executive Director may, in his discretion, review the Director's appeal response in any grievance. Requests for such review must be made to the Chief of Staff no later than 15 days after receipt of the Director's initial denial, or, in case of fact finding his subsequent denial or modification.

EXHIBIT F

PAI 20-3.01

VACATION ALLOWANCE SCHEDULE B

(In Days)

Non-Police Employees Covered by Memoranda of Agreement with Employee Organization

CN 119
6/16/75

	YEAR OF HIRE	YEARS OF 1st TO 4th ANNIVERSARY	YEAR OF 5th ANNIVERSARY					YEARS OF 6th TO 9th ANNIVERSARY	YEAR OF 10th ANNIVERSARY					YEARS OF 11th TO 24th ANNIVERSARY	YEAR OF 25th ANNIVERSARY					YEARS OF 26th & LATER ANNIVERSARIES
VACATION ALLOWANCE	Month of Appointment		Appointment Date						Appointment Date						- Appointment Date					
	Jan.	10	Jan. 1 – Aug. 31: 15					15	Jan. 1 – Aug. 31: 20					20	Jan. 1 – Aug. 31: 25					25
	Feb.	9	Sept. 1 – Sept. 30: 14						Sept. 1 – Sept. 30: 19						Sept. 1 – Sept. 30: 24					
For Pay Plan C non-police employees – add one day, except in those situations marked *. This day should not be scheduled until after all other vacation is used or the fourth quarter of the calendar year.	Mar.	8	Oct. 1 – Oct. 31: 13						Oct. 1 – Oct. 31: 18						Oct. 1 – Oct. 31: 23					
	Apr.	7	Nov. 1 – Nov. 30: 12						Nov. 1 – Nov. 30: 17						Nov. 1 – Nov. 30: 22					
	May	6	Dec. 1 – Dec. 31: 11						Dec. 1 – Dec. 31: 16						Dec. 1 – Dec. 31: 21					
	June	5																		
	July	4*																		
	Aug.	3*																		
	Sept.	2*																		
	Oct.	1*																		
	Nov.	0*																		
	Dec.	0*																		
VACATION ALLOWANCE IN YEAR OF SEPARATION OR START OF LEAVE OF ABSENCE	Month of Separation																			
	Jan.		Employees with less than 9 months service receive no vacation.					1	1	1	1	1	1	2	2	2	2	2	2	2
	Feb.							2	3	2	2	2	2	3	2	3	3	3	3	4
	Mar.							2	4	4	3	3	3	4	5	5	4	4	5	4
	Apr.							3	5	5	4	4	4	5	6	6	6	6	5	6
	May							4	6	6	5	5	5	6	7	8	6	7	7	7
For Pay Plan C non-police employees terminating June 1 or later, add one day.	June							5	8	7	7	6	6	8	8	8	8	7	7	8
	July							6	9	8	8	7	6	9	10	10	9	9	8	10
	Aug.							7	10	9	9	8	7	10	12	11	11	10	9	12
	Sept.							7	11	11	10	9	8	11	13	13	12	11	11	13
	Oct.	8						8	13	12	11	10	9	13	15	14	14	13	12	15
	Nov.	9	8					9	14	13	12	11	10	14	17	16	15	14	13	17
	Dec.	10	9	8				10	15	14	13	12	11	15	18	17	16	16	15	18
VACATION ALLOWANCE UPON RETURN FROM LEAVE OF ABSENCE	Month of Return From Leave of Absence																			
	Jan.							10	15	14	13	12	11	15	20	19	18	17	16	20
	Feb.							9	14	12	11	10	9	14	18	17	16	16	15	18
	Mar.							8	13	11	10	9	8	13	16	16	15	14	13	16
	Apr.							7	11	10	9	8	7	11	15	14	14	13	12	15
	May							7	10	8	8	7	5	10	14	13	12	11	11	14
For Pay Plan C non-police employees returning on June 30 or earlier, add one day.	June							6	9	7	7	6	6	9	12	11	10	10	9	12
	July							5	8	6	6	5	5	8	10	10	9	9	8	10
	Aug.							4	6	5	4	4	4	6	8	8	7	7	7	8
	Sept.							3	5	5	3	3	3	5	6	6	6	6	5	6
	Oct.							2	3	3	2	2	2	4	4	5	5	4	4	4
	Nov.							1	2	1	1	1	1	3	3	3	3	3	3	3
	Dec.							0	0	0	0	0	0	2	2	2	1	2	1	2

EXHIBIT "G"

HOLIDAYS

All permanent, probationary and project employees in the covered membership are entitled to the twelve (12) full paid holidays enumerated below or paid days off in lieu of holidays, depending on the operational requirements of their assignments.

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Day	**Designated by Human Resources Department's Director**

EXHIBIT "H"

SICK LEAVE

THE FOLLOWING SCHEDULE OF ALLOWANCES TO EACH SEPARATE PERIOD OF SICKNESS OR DISABILITY:

LENGTH OF SERVICE	WEEKS AT FULL PAY	WEEKS AT HALF PAY
Less than 3 months	None	None
3 months but less than 1 year	1	2
1 year but less than 2 years	2	4
2 years but less than 5 years	4	8
5 years but less than 10 years	8	18
10 years and over	13	39

Special consideration may be given by the facility manager after a discussion with the Chairman of IBEW Local *3 or his designee and the Manager, Labor Relations Division with respect to the individual's personal circumstance.

EXHIBIT "I"

VACATION FORFEITURE SCHEDULE

	Vacation Days Allotted															
*	1>11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
30	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3
60	3	3	3	3	3	4	4	4	4	4	5	5	5	5	5	5
90	3	4	4	4	5	5	5	5	6	6	6	6	7	7	7	7
120	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9
150	5	6	6	6	7	7	8	8	9	9	9	10	10	11	11	11
180	6	7	7	8	8	9	9	10	10	11	11	12	12	13	13	13
210	7	7	8	9	9	10	10	11	12	12	13	13	14	14	15	16
240	8	8	9	10	10	11	12	12	13	14	14	15	16	16	17	18
270	8	9	10	11	12	12	13	14	15	15	16	17	18	18	19	20
300	9	10	11	12	13	14	14	15	16	17	18	19	19	20	21	22
330	10	11	12	13	14	15	16	17	17	18	19	20	21	22	23	24
360	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26

*: Consecutive days of sick leave, inclusive of RDO's and Holidays.

EXHIBIT "J"

WORK SCHEDULES – PAY PLAN C (NON-POLICE) EMPLOYEE

I. Introduction

This instruction outlines Port Authority policy pertaining to working hours, scheduling work and related matters with respect to Pay Plan C (non-police) permanent, probationary and project employees.

II. Policy

A. Hours of Work

1. Non-Field Employees

The standard, scheduled work day for Pay Plan C non-field employees is 7-1/4 hours, except for certain occupations designated otherwise because of operating needs. The standard, scheduled work week is five consecutive days, Monday through Friday, from 8:45 A.M. to 4:45 P.M. (exclusive of 45 minutes for lunch) totaling 36-1/4 hours. However, in certain designated occupations, office and clerical employees are required to work different schedules totaling the same number of hours, depending on their assignment. In addition, in other designated occupations, e.g., cafeteria workers, the standard hours of work per day and week may be less than the above.

2. Field Employees

The standard, scheduled work day for Pay Plan C field employees is eight hours. In special circumstances (such as in connection with snow emergencies) the standard, scheduled work day may exceed eight hours. In general, the scheduled work week covers forty hours over a period of five consecutive days; however, in multi-shift operations some schedules may require more or less than forty hours in particular weeks but they will average forty hours per week over a three month period of time. Any exception to this period of time will require the approval of the Personnel Director.

B. Meal Periods (See PAI 20-3.09)

1. Non-Field Employees

For non-field employees, unpaid lunch periods of forty-five minutes each are normally provided, during which the employees are free from undertaking any Port Authority duties.

2. Field Employees

a. For field employees, unpaid meal periods of not less than thirty minutes are provided, during which the employees are free from undertaking any Port Authority duties. Employees in field occupations who are scheduled in eight-hour rotating shifts may continue to perform duties during meal periods and such meal periods are considered as working time.

b. In classes represented by the Building Trades Union (B.T.U.) the meal period should commence and end between the third and fifth hour of their tour.

C. Responsibility for Scheduling Work

Department directors are responsible for establishing work schedules in accordance with the provisions of this instruction. They may delegate this authority to facility managers, organization unit heads, or other appropriate supervisors within their departments.

D. Work Schedule Standards

1. Each Pay Plan C employee has a normal work schedule, establishing his regular hours of work each day and week. The normal work schedule of each employee should be established (and modified from time to time, if necessary) in a manner which assures that the objectives of the employee's unit will be achieved efficiently, economically and with proper consideration for affected staff members.

2. Whenever feasible, normal work schedules shall meet the following standards with regard to consecutive work days and days off:

a. No less than four nor more than seven-consecutive work days.

b. No less than two nor more than four consecutive days off, exclusive of holidays and vacations.

3. Tours of duty are designated as "day," "afternoon," and "midnight." The day tour may start anytime between 6 A.M. and 10 A.M. The afternoon tour may start anytime between 1:30 P.M., and the midnight tour may start anytime between 10 P.M. and 1 A.M. Certain categories of employees (e.g., Sky Caps) may have schedules that start between the day and afternoon tours such as 12 Noon or 1 P.M. These "off tour" starting times shall be indicated on the posted work schedule.

No work schedule shall have a starting or ending time between 1:00 A.M. and 6:00 A.M.

4. The employee shall be scheduled to work the same tour of duty each day in a series of consecutive days of work, unless he is assigned to a relief position. An employee assigned to a relief position must have at least 8 hours off duty between tours; in order to achieve this, up to 4 hours of excused time may be granted upon approval of the department director. (Also see Attachment A.) Scheduled holiday work, weekend work and overtime work should be kept to a minimum, consistent with efficient operations.

5. Vacations and other time off should be scheduled sufficiently in advance so as to avoid changing posted normal work schedules.

E. Posted Normal Work Schedules

1. Every Pay Plan C (non-police) employee shall have a posted normal work schedule, except the following:

   a. All field and non-field Pay Plan C employees on a steady daily tour schedule, Monday through Friday. In the case of field employees working this schedule, they shall be informed at least 30 days (15 days for TWU classes) in advance as to which days off they will be receiving as holidays or days off in lieu of holidays.

   b. Employees engaged in certain occupations, the ordinary requirements of which preclude long-range scheduling (such as certain SEMAC personnel, chauffeurs, field surveyors).

2. The following procedure applies to those employees who are entitled to have posted normal work schedules:

   a. On or before the first day of each calendar month, the work schedule for the month following shall be posted, e.g., the work schedule for November should be posted by October 1. For Toll Collector Pool employees, the work schedules shall be posted for seven days in advance.

   b. The posted monthly work schedule shall show each employee's applicable tour and starting time for each day of work and shall designate all regular days off, holidays (or days in lieu of holidays) and vacation days scheduled for the calendar month. (For tolls personnel, the starting time of the posted tour is posted weekly, at least seven days in advance.)

c. The effect of changes in the posted work schedule, with respect to payment or non-payment of work schedule change premium compensation, is outlined in Pars. G and H, below, and in Attachment A.

d. Regular days off indicated in the work schedule may not be changed with less than 30 days' notice. (15 days for TWU classes). Employees required to work on such days shall be compensated on a normal overtime basis regardless of the particular tour to which they are assigned.

3. Each employee shall inform his supervisor as far in advance as possible of any situation which may require future absences by him.

F. Snow Emergency Work Schedules

At facilities where snow emergency work schedules are used, such schedules should be developed and posted as much in advance of the anticipated snow season as practicable.

1. The snow emergency work schedule shall include names of the employees assigned and their scheduled tours and starting times, to facilitate its implementation when the snow schedule is put into effect.

2. Snow emergency schedules normally should not require more than twelve consecutive hours of work, including meal periods and other relief.

3. Posted snow emergency work schedules may be substituted for posted normal work schedules whenever weather conditions are such that the facility deems it to be appropriate.

4. The starting and ending of snow emergency periods should be clearly communicated to all affected employees in order that the return to the posted normal work schedule is accomplished with a minimum of difficulty.

G. Work Schedule Changes

1. Posted Work Schedules -Non-Working Days

a. Individual days off identified in a posted monthly work schedule may not be changed without 30 days' notice except for TWU classes. For TWU classes only, regular days off cannot be changed without 15 days notice, including chose of employees assigned to relief positions.

b. When a situation arises where the employee is required to work on a day shown as a non-working day on his posted work schedule he will normally be paid at the premium rates.

2. Posted Work Schedules - Working Days

These schedules may be changed under any of the following circumstances without incurring work schedule change premium compensation

a. When a posted snow emergency work schedule is put into effect.

b. When an employee reverts to his normal work schedule following termination of a snow emergency assignment.

c. When an employee voluntarily performs an act which requires a change in his schedule, e.g., accepting a promotion or transfer, or returning from a leave of absence or emergency leave.

d. When an employee returns from sick leave or military leave.

e. When an employee, covering the sick-absence of another employee, returns to his normal work schedule.

f. When an employee returns from attending training or orientation programs.

g. Where two or more employees voluntarily take each other's places on a posted work schedule.

h. When an employee is assigned to a relief position in a rotating schedule or assigned on a pool basis, e.g., tolls collection. (Also see Attachment A.)

H. Work Schedule Change Premiums (Working Days)

In situations other than those described in Par. G, above, premiums will be paid for work schedule changes as described below:

Whenever a change which affects either the starting time of a tour or the tour itself is made with less than thirty days' notice (15 days for TWU classes) the employee receives the following:

a. One schedule change premium equal to an extra standard half-day's pay, when the change affects only one day within the 30 day period (15 day period for TWU classes); or [CN 93--6/29/ 73]

b. Two schedule change premiums when the change affects more than one day within the 30 day period (15 day period for TWU classes). [CN 93--6/29/93]

2. Each time a schedule change is posted, it should be specific in showing the number of days affected, otherwise subsequent changes will require premium payments when made with less than thirty days' notice (15 days for TWU classes). [CN 93--6/29/73]

3. Work schedule change premiums do not apply to call-ins (see Par. I, below) where the hours of additional work are contiguous to the employee's posted tour. For example, an employee who is scheduled to work from 8 A.M. to 4 P.M. is called in to start at 6 A.M. and finish at 4 P.M., will earn two hours of overtime but will not receive a schedule change premium.

4. Pay Plan C tolls personnel will not receive a work schedule change premium unless the change of starting time of a scheduled tour varies by more than ninety minutes.

5. If a Pay Plan C employee is officially scheduled to receive credited compensatory time off at a particular time (under the Compensatory Time Option Policy) and in fact is required to work during that time, he is paid a work schedule change premium equal to one-half day's standard pay and the compensatory time off must be rescheduled for another mutually agreeable time. However, if the cancellation of credited compensatory time off coincides with a work schedule change, the employee does not receive two schedule change premiums.

6. If a change of the employee's normal work schedule is cancelled with less than forty-eight hours' notice before it would be effective, he receives one work schedule change premium regardless of whether the cancellation applies to more than one tour.

7. In classes represented by the Building Trades Union (B.T.U.) an employee assigned to a posted snow emergency work schedule receives one work schedule change premium, equal to an extra standard half-day's pay, if he is reassigned from one shift to the other and actually works on that shift.

a. Similarly, if a B.T.U. employee is required to phone in during snow emergency conditions on a continuing stand-by basis, and is not required to report at the facility in connection with the snow schedule, he receives one work schedule change premium covering the entire period of each separate snow emergency. However, if

the employee was granted excused time in connection with a snow emergency, the total stand-by time is reduced on an hour-for-hour basis to determine whether any premium payment applies. To the extent that the stand-by hours exceed the hours of excused time, the employee receives a special payment for the difference, computed at his regular hourly pay rate. Such payments require the preparation and processing of form PA 1992, Special Payment Request.

8. Overtime rosters covering employees in classes represented by the Building Trades Union should be available for review and should be maintained as outlined in OPI 20-3x. This responsibility will be charged to the unit supervisor. In the event that the proper employee is not given the opportunity to work an overtime job by management, he receives:

   a. one work schedule change premium, equal to a standard half-day's pay, if the overtime work assignment would have involved his return from off-duty status; or

   b. if the overtime assignment would have been contiguous to his tour, a special payment for the actual hours of the overtime work assignment, not to exceed four hours, computed at the employee's regular hourly pay rate. Such payments require the preparation and processing of form PA 1992, Special Payment Request.

9. Any payment of work schedule change premium compensation is in addition to the employee's regular salary and any overtime, shift-differentials or holiday work premiums to which he may be entitled.

I. Overtime for Call-in from Off-Duty Status

1. When an employee is called in to work outside of his normal work schedule, he receives overtime pay in accordance with the provisions of the Premium Overtime Compensation Policy. Since no work schedule change is involved in such instances, the employee does not receive a work schedule change premium. However, when overtime work in excess of five and one-half hours is performed by an employee who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four consecutive hours off before the employee starts his next normal tour. For example, if the employee works from midnight until 6 A.M. and is scheduled to work the 8 A.M. to 4 P.M. tour, he receives two hours of excused time and starts his tour at 10 A.M.

2. If an employee in a class represented by the Building Trades Union (B.T.U.) is scheduled to work overtime (other than during snow emergencies) which is not contiguous to his tour, and the scheduled

overtime work assignment is cancelled, postponed or rescheduled, the employee will:

a. be assigned to other overtime work for a minimum of 4 hours, or

b. have his tour changed and receive a work schedule change premium equal to a standard half-day's pay, or

c. voluntarily remain off duty, if he so elects and his supervisor concurs.

III. Procedure

A. Authorization of Work Schedule Change Premiums

1. Form PA 2603, Daily Overtime Authorization, is used for authorizing work schedule change premium payments to the individual employees involved. The same form is also used for authorizing and recording overtime worked by the same and/or other employees in the unit, when applicable.

2. When, the employee is entitled to payment of a work schedule change premium, his name is entered on form PA 2603 for the appropriate date. In addition, the following entries are made in the indicated columns:

   a. Employee Number

   b. Schedule Change (hours at 1/2 pay): 8 for a field employee; 7-1/4 for a non-field employee Reason (last column): reason for the schedule change.

3. When the employee is entitled to two work schedule change premiums covering a change affecting more than one day (see Par. II, H) the second premium payment is authorized via form PA -2603 on the date following authorization of the first premium payment.

4. Completion and distribution of forms PA 2603 are made in accordance with instructions contained on the form.

B. Time Report Entries

The unit time clerk records the proper entry of hours related to a work schedule change premium (8 for a field employee or 7-1/4 for a non-field employee) on the appropriate time reporting document.

C. Work Schedule Change Premium Payments

Work schedule change premiums earned during the bi-weekly pay period are included in the employee's paycheck covering the next following bi-weekly period.

IV. Use of Relief Man (B.T.U. Covered Classes Only)

Attachment A details the use of the Relief Man for classes covered by the Building Trades Union only.

USE OF RELIEF MAN

(Employees in Classes Represented by the Building Trades Union)

In units with rotating shifts involving the use of employees in B.T.U. classes as Relief Man, the following rules apply:

1. When the employee is scheduled to work as Relief Man, his tours may be changed to cover unplanned absences of other assigned employees without incurring work schedule change compensation. However, the Relief Man must have reasonable advance notice of a tour change, e.g., at least eight hours off duty between tours; in addition, up to four hours' excused time may be granted upon approval of the department director. In order to cover for unplanned absences in situations where the above is not possible, the absence should be covered by overtime work on the part of other employees in lieu of changing the Relief Man's tour.

2. Where it become necessary to use a Relief Man other than the scheduled Relief Man, the former receives a work schedule change premium, equal to a standard half-day's pay, if his tour of duty is changed.

EXHIBIT "K"

DISCIPLINARY PROCEEDINGS — IMPARTIAL HEARING OFFICER INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

I. INTRODUCTION

A. Except as provided herein, the provisions of Port Authority Instruction 20-1.10 dated September 30, 1970 will apply to employees in the covered membership.

B. Disciplinary Proceedings may be brought under PAI 20-1.10, as modified herein, on the grounds specified in PAI 2-1.10, which are understood to include absenteeism, lateness poor performance.

C. Time Limitation: Notwithstanding the limitation set forth in paragraph IX.D. of PAI 20-1.10 (dated September 30, 1970) Charges filed with a department head more than twenty (20) months after the alleged commission of the offense charged, shall be void.

D. Notwithstanding any provision of PAI 20-1.10 to the contrary, when a hearing is required pursuant to Paragraph XI of PAI 20-1.10, an employee in the covered membership may, lieu thereof, elect to have such hearing conducted in accordance with this Exhibit K. Upon such election, and upon a finding that the charges and specifications are sustained, the Impartial hearing Officer shall impose a minimum disciplinary penalty of a compulsory leave of absence without pay of not less than three working days.

II. APPOINTMENT OF A HEARING OFFICER

A. An Impartial Hearing Officer who shall not be a Port Authority employee, shall be appointed by the Executive Director of the Port Authority upon the joint recommendation of the Labor Relations Director and the designated representative of the IBEW. If they are unable to agree on a joint recommendation, the recommendation shall be by the Chairman of the Port Authority Employment Relations Panel.

B. The Impartial Hearing Officer shall have all of the rights, duties, and responsibilities of a Port Authority Trial Board, as described in PAI 20-1.10.

C. All fees and expenses of the Impartial Hearing Officer shall be divided equally between the Port Authority and the IBEW, unless the parties mutually agree to divide the costs differently. The compensation of the Impartial Hearing Officer may not exceed $150 per diem unless the Port Authority and the IBEW agree in writing.

III. CONDUCT OF HEARING

A. The hearing shall be conducted by the Impartial Hearing Officer in accordance with the provisions of PAI 20-1.10, as modified herein.

B. In lieu of a stenographic record and transcript, tape recordings shall be kept of all hearings before an Impartial Hearing Officer and shall be made available for review by the employee or his representative, the Port Authority, or the Impartial Hearing Officer, upon request. A transcript of the tape recording may be requested by the Port Authority, the employee or his representative, who shall be responsible for the cost of preparing the transcript.

IV. FINDINGS AND REVIEW

A. The findings of and penalty imposed by the Impartial Hearing Officer shall be final and binding upon the Port Authority, the Reviewing Officer, the IBEW, and the employee and maybe implemented immediately and without further action or review, to the extent permitted by and in accordance with applicable law and notwithstanding the provisions of paragraph J, Section of PAI 20-1.10.

B. At the joint written request of the Port Authority and the IBEW, the Impartial Hearing Officer shall reopen the matter and review his findings and recommendations.

DISCIPLINARY PROCEEDINGS
PERMANENT CLASSIFIED EMPLOYEES

I. Introduction

A. This instruction shall apply to permanent classified employees as defined in PAI 20-1.01.

B. No disciplinary action shall be taken against any permanent classified employee except for good and sufficient cause or reason, and except in accordance with this instruction.

C. This procedure does not apply to any disciplinary proceeding which originated prior to the effective date of this procedure.

II. Grounds for Dismissal, Transfer, Demotion of Permanent Employees

The following are examples of good and sufficient cause or reason for the dismissal, transfer or demotion of a permanent employee: Substantial or repeated neglect or failure of the employee properly to perform his duties; substantial or repeated violation of rules and regulations; conduct seriously prejudicial to the Port Authority or the public interest.

III. Types of Disciplinary Action

A. The following measures, when taken for disciplinary purposes, constitute disciplinary action within the meaning of this procedure. No other types of disciplinary action are authorized.

1. Dismissal from employment, including compulsory retirement.

2. Demotion (in the case of employees other than members of the police force holding the position of Police Officer or Police Sergeant) to a grade or title having a lower rate of pay.

3. Transfer to a grade or title having a different type of duties or responsibilities.

4. Temporary Reduction of Pay, but only in the case of Traffic Officers and Traffic Sergeants.

5. Compulsory Leave of Absence Without Pay not to exceed 60 days for any and all offenses charged in connection with any one transaction.

6. Reduction in Seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.

7. Official Reprimand, officially noted upon the employee's record in the Office of the Personnel Director (or Official Demerits, if a demerit system is established).

8. Forfeiture of Vacation Privileges.

9. Minor Discipline, such as forfeiture of pass, holiday or days off privileges, informal reprimands* and other appropriate minor disciplinary measures which do not affect the employee's grade, title, pay or seniority.

B. The dismissal, demotion, transfer or compulsory retirement of an employee because of mental or physical incapacity substantially impairing his ability to perform his duties, or because he has reached mandatory retirement age or because a reorganization of the Port Authority or one of its facilities, properties, departments or divisions, or any other administrative action affecting the position, status, pay or privileges of an employee, not taken for disciplinary purposes, is not considered to be disciplinary action and does not come within the scope of this procedure. Provision, however, has been made for a hearing at the request of the employee concerned, whenever the dismissal, demotion, transfer or compulsory retirement of a permanent employee is contemplated on the ground of mental or physical incapacity. (See PAI 20-1.09)

IV. Temporary Reduction in Pay

A. As noted above an employee may be disciplined by a temporary reduction in pay, not to exceed one month's pay for any one offense. Such a temporary reduction in pay shall be deducted from each pay check until the entire amount of the temporary reduction has been deducted, but in no case shall the total amount of such deduction from any one pay check (on account of all offenses) exceed ten percent (10%) of the employee's salary or pay (before deductions) for the period covered by the pay check. These deductions will be transferred to the Employees Welfare Fund Committee for use in promoting the welfare and morale of employees.

*For Building Trades Union and Union of Automotive Technicians Covered Classes Only

If a letter of reprimand (informal reprimand) has not been used as a basis for disciplinary action within one year from the date of such letter, such letter shall be removed from the employee's personnel folder, unless during such period related reprimands have been placed in the employee's folder in which event such letter of reprimand shall remain in the employee's folder for the one year period commencing with the date of the most recent letter of reprimand. All letters of reprimand must either be initialled by the employee or, if such employee refuses to so initial, such refusal shall be duly noted.

V. Hearings and Disciplinary Procedures

A. Where Hearings in Accordance with Paragraph X are Required

The following types of disciplinary action shall not be taken with respect to any permanent employee having a classified position except pursuant to written charges, and a hearing before a Port Authority Trial Board in accordance with Par. X of this instruction (unless the employee waives the filing of such charges or the holding of such hearing):

(1) Dismissal; (2) demotion; (3) transfer; (4) temporary reduction in pay in an amount greater (for all offenses charged in connection with any one transaction) than the equivalent of three days' pay; (five days' pay for TWU classes) (5) compulsory leave of absence without pay for a period longer (for all offenses charged in connection with any one transaction) than three days (five days for TWU classes); (6) loss of seniority, (7) forfeiture of more than three days' vacation (five days' vacation for TWU classes) (for all offenses charged in connection with any one transaction).

CN 1/9

B. When Hearings in Accordance with Paragraph XI are Required (Not applicable to Transport Workers Union classes.)

The following types of disciplinary action shall not be taken with respect to any permanent employee having a classified position except pursuant to written charges, and a hearing before a Departmental Trial Board in accordance with Par. XI of this instruction (unless the employee waives the filing of such charges or the holding of such hearing):

(1) Temporary reduction in pay in amount (for all offenses charged in connection with any one transaction) equivalent to three days' pay or less; (2) compulsory leave of absence without pay for a period (for all offenses charged in connection with any one transaction) of three days or less; (3) official reprimand; (4) forfeiture of vacation (but not more than three days for all offenses charged in connection with any one transaction, and not more than six days in the aggregate during any one calendar year for all offenses); (5) official demerit.

Provided, that such types of disciplinary action may also be taken pursuant to written charges and a hearing before a Port Authority Trial Board in accordance with Par. X of this instruction.

C. Where Disciplinary Procedures in Accordance with Paragraph XII are Required

Where an employee has a position in one of the TWU classes and the penalty for all offenses charged in connection with one violation will be no greater than the equivalent of five days' pay, any authorized type of disciplinary action shall be taken in accordance with Paragraph XII hereof.

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D. Where Hearings Are Not Required

Any authorized type of disciplinary action may be taken against a temporary employee without the filing of charges or a hearing; and any authorized type of disciplinary action, other than those specified in sub paragraphs V, A, B, and C, above, may be taken against permanent employees without formal charges or a hearing.

(NOTE: For definitions of temporary and permanent employees, see PAI 20-1.01.)

VI. Repeated Offenses

Disciplinary action may be taken against an employee for repeated violation of rules and regulations or repeated neglect or failure to perform his duties or other repeated conduct warranting disciplinary action, even though disciplinary action has previously been taken separately with respect to some or all of the series of transactions upon which such charges are based; but only if such repeated conduct is charged as a separate offense. In any such case, the entire series of transactions upon which the charge is based shall be deemed to be one transaction within the meaning of paragraphs V, A, B, and C; but in any other case, the provisions of paragraphs V, A, B, and C relating to "any one transaction" shall be deemed to refer to each transaction separately.

VII. Waiver of Rights, Resignations Pending Disciplinary Proceedings

A. An employee may waive his right to have charges filed and may waive his right to a hearing, and may do so either before or after the hearing has commenced. All such waivers must be in writing.

In addition, the failure to appear at a hearing after notice shall constitute a waiver of such hearing unless the Board or person before whom such hearing is held shall find such failure excusable.

B. An employee may resign at any time, and in that event any disciplinary proceedings against the employee shall terminate, but unless the charges are dropped or withdrawn, the charges shall be filed with his record and entry made in his record "Resigned under charges pending trial."

Whenever an employee resigns after a temporary reduction in pay takes effect, the aggregate deduction from his final pay check shall not exceed 10% of his salary or pay (before deduction) for the period covered by such pay check.

VIII. Temporary Suspensions Without Pay

A. Any employee may be temporarily suspended without pay pending the preparation of charges and the completion of disciplinary proceedings (but not for more than two weeks without the approval of the Executive Director); and such temporary suspension shall not be deemed to constitute disciplinary action unless the charges are thereafter sustained.

B. If the charges are sustained and if as a result one or another of the following types of disciplinary action is taken, such disciplinary action shall be effective as of the day upon which the employee was suspended: dismissal; demotion; transfer; temporary reduction of pay; compulsory leave of absence without pay.

C. Except as provided above the employee shall be restored to duty upon the completion of the disciplinary proceedings, and shall then receive his full pay for the period during which he was temporarily suspended, whether or not the charges against him were sustained; provided, that the employee may be restored to duty prior to the completion of the disciplinary proceedings, in which event, he shall receive full pay for the period of his temporary suspension.

D. Nothing contained in this instruction shall be deemed to prevent suspending employees with pay, whether pending the preparation of charges and the completion of disciplinary proceedings or for other administrative purposes.

IX. Filing and Preliminary Investigation of Charges

A. Form of Charges

Charges shall be in writing, and each charge shall be a

brief formal statement of the alleged offense. In the event that an employee is charged with more than one offense, he shall be separately charged with each offense and each charge shall be separately numbered. Each charge of an alleged offense shall be separately supported by one or more specifications (summary statement of facts supporting the charge). Each specification standing alone should be sufficient to sustain the charge of the alleged offense if proven.

Charge 1. Repeated violation of rules and regulations of The Port of New York Authority.

Specification 1. In that said employee failed to appear at outgoing roll call on the 13th, 15th, 17th, 24th and 27th days of January, 1969, in violation of Rule 6 of "General Rules and Regulations for all Port Authority Employees," which provides that "Employees shall be punctual *** at all times."

B. Signature of Charges

Charges shall be signed by the complainant, who need not be an officer, employee or agent, or otherwise connected with The Port of New York Authority.

C. Filing Charges

Whenever a charge is made by a Port Authority employee it shall be transmitted through channels to his department head. Whenever a charge is made by a person not connected with the Port Authority, it shall be transmitted through channels to the department head of the employee sought to be disciplined.

D. Time Limitation

Charges filed with a department head more than two years after the alleged commission of the offense charged, shall be void.

E. Action by Department Head

Upon receipt of charges and after such preliminary investigation as he deems necessary, the department head shall either:

1. Return the charges to the complainant for correction in the event that they do not conform to the requirements of paragraph IX, A hereof; or

2. Direct that the charges be dropped; but in case the complainant is not a member of his department, only with the approval of the Executive Director; or

3. In the event that he is of the opinion that a hearing pursuant to Par. X of this instruction is desirable - forward the charges (through the Personnel Director) to the Executive Director for action; or

4. In case the charges are against a member of his department holding a classified position, refer the charges to a Departmental Trial Board for hearing in accordance with Par. X; or

5. In case the charges are against a member of his department, take any appropriate disciplinary action which is authorized by this procedure to be taken without a formal hearing; or

6. In case the employee against whom charges are made is a member of another department, refer the charges to the head of such other department, who thereupon shall take one or another of the types of action specified above.

X. Hearings Before a Port Authority Trial Board

A. Reviewing Officer

In all cases where hearings are required or authorized to be held pursuant to this paragraph, the Reviewing Officer shall be the Executive Director of the Port Authority.

B. Preliminary Action by Reviewing Officer

The Reviewing Officer shall, after such further investigation as he deems necessary either

1. Direct that the charges be dropped; or

2. Refer the charges to a Port Authority Trial Board for hearing; or

3. Return the charges to the department head either for a departmental hearing pursuant to Par. XI or for such disciplinary action as is authorized by this procedure to be taken without formal hearing.

In any case, the Reviewing Officer will return the charges to the Personnel Director for disposition in accordance with his directions.

C. Makeup of Port Authority Trial Board

1. The Port Authority Trial Board shall be appointed by the Reviewing Officer who shall designate one of its members to act as Presiding Officer, and the Board may be appointed to hear one or more cases. The membership of the Board shall consist of not less than three members, including, if practicable, a department or division head or other supervising employee generally familiar with the functions of the employee against whom the charges have been made.

2. The Personnel Director shall notify the members of the Trial Board of their appointment.

3. In the event that a member of the Trial Board is unable to be present at all or part of the hearing or hearings of any one case (because of illness or otherwise) the remaining members of the Trial Board may continue to function without the absentee member. The absentee member shall not vote or have any voice in the proceeding. In the alternate, if a member of the Board absents himself after the hearing or hearings in any one case have commenced, the Reviewing Officer may in his discretion designate a new member to take the place of the absentee, but in that event the new Trial Board as then constituted shall hear the entire testimony from the beginning as though no testimony had already been taken.

D. Functions of Trial Board

1. It shall be the function of the Trial Board to determine the truth or falsity of the charge; and if in the opinion of a majority of the Trial Board the charge is sustained, to recommend appropriate disciplinary action. The Trial Board shall proceed promptly with a hearing, and shall receive testimony and evidence offered by the employee and the complainant, and in addition shall summon witnesses and require the production of records and other data it deems appropriate to the hearing of the charges and the determination of the discipline.

2. The Trial Board shall not make any investigations except for the purpose of determining whether there is pertinent

testimony or evidence which has not been produced, and any witnesses or evidence produced at the request of the Trial Board shall be presented at the hearing.

E. Docket Entries

The Personnel Director shall enter in a special docket the name of the employee against whom the action is sought, the name of the complainant, the name of the person who endorsed the charges and any other data with respect to the proceedings, as, for example, the date upon which the charges were served upon the employee, the date set for hearing and any adjournments, whether the right to file briefs was requested and the date fixed for such filing, the findings of the Trial Board, etc. Each case shall be numbered consecutively.

F. Service of Charges and Notice of Hearing

When charges are returned to the Personnel Director approved by the Reviewing Officer for a hearing, he shall have a copy of the charges and specifications served upon the employee and direct him to appear for a hearing. The charges, and/or notice of hearing may be served either personally or by registered mail at the last known address of the employee on file with the Port Authority, but shall be served by registered mail only with the approval of the Executive Director. The Personnel Director shall fix a date for the hearing which shall not be less than five days from the date of service of the charges or notice of hearing, whichever is later. In calculating the five days, the date of service of the charges or notice of hearing (whichever is later) shall be deemed to be (a) the date on which said charges or notice were personally served, if service was made, or (b) the second day following the date on which the charges of notice were mailed, if service is by registered mail. In either event the day on which service is made as so determined, and the day of the hearing and any intervening Sunday or legal holidays shall be excluded in determining whether the employee has had five days' notice of hearing. The office of Personnel Director shall also notify the Trial Board and the complainant of the date of the hearing.

In determining whether the employee has had five days' notice of hearing, the following shall be deemed to be legal

holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day (the first Tuesday after the first Monday of November), Veteran's Day, Thanksgiving Day and Christmas, and in the event any of these days falls upon a Sunday, the following Monday.

G. Conduct of Hearings

1. Except as otherwise provided herein, or unless otherwise modified, the procedure at and conduct of such hearings and all incidental proceedings shall be determined by the Trial Board, but in any event:

   a. hearings shall be conducted informally;

   b. the employee may appear in person or by an authorized representative; and the employee and his representative may produce, examine or cross-examine witnesses, submit other evidence, make oral arguments and submit memoranda or other written statements;

   c. a stenographic record shall be kept of all hearings and it shall be available for inspection by the employee or his representative during ordinary business hours of the Port Authority for twelve (12) months after the completion of the hearing;

   d. except as provided in paragraphs VI and X, I, no evidence of prior misdeeds or offenses other than those charged shall be received or inquired into.

2. The Trial Board may in its discretion allow the charges and specifications to be amended to conform to the proof adduced at the hearing provided it grants an adjournment of the hearing as provided in paragraph X, H hereof.

3. The Trial Board shall call and examine such witnesses as it deems necessary or appropriate.

4. In general, the order of procedure at the hearing shall be as follows, but the Trial Board may vary the order of procedure in its discretion:

   First: The charges and specifications shall be read, and the employee or his representative shall be requested to state summarily his position with respect there-

Second: The testimony (sworn or unsworn) and other evidence in support of the charges shall be received. Each witness in support of the charges shall be subject first to direct examination by the Trial Board (and if the charges are preferred by a member of the Port Authority staff, by such member or his representative) and then to cross-examination by the employee or his representative, and thereafter to such re-direct or re-cross examination as may be necessary.

Third: The testimony (sworn or unsworn) and other evidence for the employee shall then be received. Each witness for the employee shall be subject first to direct examination by the employee or his representative, and then to a cross-examination by the Trial Board (and if the charges were preferred by a member of the Port Authority staff, by such member as his representative), and thereafter to such further re-direct or re-cross examination as may be necessary.

Fourth: The testimony and evidence in the nature of rebuttal and surrebuttal shall then be received in that order.

Fifth: In cases where charges are preferred by a member of the Port Authority staff, such member or his representative shall be permitted to make a statement summarizing the testimony and evidence and making recommendations with regard to disciplinary action.

Sixth: The employee or his representative shall be permitted to make a statement summarizing the evidence, and to present any pertinent oral arguments.

Seventh: In lieu of or in addition to oral statements and arguments, the Trial Board may receive written memoranda or briefs in support of the charges or in favor of the employee.

H. Adjournments and Postponements

The employee shall be entitled to one 10-day postponement of the hearing. He shall also be entitled to an adjournment of the hearing once, if the proof offered at the hearing is at variance, in any material respects, with the specifications as set forth in the charges and specifications. The

Presiding Officer may grant any other adjournments which he in his discretion deems desirable.

I. Findings

As promptly as practicable following the conclusion of a hearing the Trial Board shall make its findings. The findings shall be in writing and shall refer to each separate charge and shall state whether each charge is "sustained" or "not sustained." A majority of the Trial Board must concur in the findings with respect to each charge, and no member of the Trial Board shall be eligible to vote on the findings unless he has been present throughout the hearings and in the case of adjournments, at all sessions. The Trial Board, if it desires, may accompany the findings with opinions in writing explaining the reasons for its findings.

The Trial Board shall make a recommendation for disciplinary action if it finds the charges sustained, and in so doing it may receive and consider the employee's Performance Rating Reports and any records of prior disciplinary proceedings.

J. Review

At the conclusion of the hearing the findings and recommendation of the Trial Board, and opinion, if any, together with a transcript of the testimony and any briefs which have been filed, shall be promptly forwarded to the Reviewing Officer.

The Reviewing Officer shall review the findings and approve or disapprove them. If he shall disapprove them he may in his discretion return the case to the Trial Board for a new hearing.

The Reviewing Officer shall prescribe the disciplinary action and the recommendation of the Trial Board shall not be binding on the Reviewing Officer. The office of the Personnel Director shall promptly notify all concerned of the disciplinary action directed to be taken by the Reviewing Officer.

In any case where the disciplinary action requires further action by the Operations Committee of The Port of New York Authority, such as discharge or demotion, the same shall not be effective until approved by the Operations Committee.

XI. Departmental Hearings
(Not Applicable to Transport Workers Union classes.)

A. Procedures at Departmental Hearings

Whenever a departmental hearing is ordered, the procedure shall as far as practicable conform to the procedure for Port Authority Trial Board hearings outlined in Par. X, with the following exceptions:

1. The Department Director shall act as the Reviewing Officer.

2. The Department Director shall designate the Departmental Trial Board, which shall consist of any one or more Port Authority employees appointed from the same department in which the employee sought to be disciplined is employed.

3. The Departmental Trial Board shall have the charges, specifications and other notices served in the manner prescribed for the service of charges, notices, etc., as provided in Par. X, except that where provision is made for service through the office of the Personnel Director, and/or for maintaining dockets, etc., such provisions shall not be applicable.

4. At the conclusion of the departmental hearing the Departmental Trial Board must transmit its findings, together with a report and recommendation and a full transcript of the proceedings to the Department Head for final disposition.

5. The Department Head shall notify the office of the Personnel Director and all others concerned, of the final disposition of the proceeding.

6. Notwithstanding that charges have been referred to a Departmental Trial Board for a hearing, the Department Head may refer such charges (and any new or additional charges arising out of the same transaction) to the Reviewing Officer specified in Par. X hereof for action, and may do so either before or after the Departmental Trial Board has transmitted its findings and recommendations to the Department Head.

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XII. Disciplinary Procedures for TWU Classes

A. Conditions

Where TWU classes are concerned, a facility or division manager may administer initial discipline for minor violations of Port Authority rules and regulations, which shall not include sick absenteeism. For all such offenses charged in connection with any one violation, the amount of penalty will be no greater than the equivalent of five days' pay.

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B. Procedure

1. When a supervisor deems that disciplinary action should be taken in connection with a violation by an employee, he shall notify the employee in writing of the facts upon which such action is based and shall at the same time schedule a meeting with the manager and the employee involved. The employee's representative may attend this meeting.

2. At the meeting, the manager will interview the supervisor and the employee. The purpose of these interviews will be to permit the manager, the supervisor and the employee to develop pertinent facts, and to permit the evaluation by the manager of the circumstances leading to the alleged violations, and result in the determination by the manager of appropriate action. If additional information is needed, the manager will make arrangements to elicit same, and if necessary, arrange for a subsequent meeting.

3. Within fifteen days after the interview, the manager shall inform the employee, in person, of the action to be taken and the reasons for this action. A comprehensive written report of the manager's determination and findings will be presented to the employee at this time. Copies of this determination will be transmitted to the Manager of the Operating Personnel Division and to a representative of Local 1400 of the TWU whether or not the employee being disciplined is a member of the union. If the employee accepts such determination, he will signify his concurrence in writing.

4. If the employee does not accept such determination, he may appeal the determination to the appropriate Department Director within fifteen days. Such appeal shall be in writing, setting forth the basis for appeal, and may be in the form of a letter or a memorandum addressed to the Director.

5. If an employee appeals such determination, the Director or his designee shall review all pertinent data, conducting such interview as he may elect, and render a written determination in the matter to the said employee within fifteen days.

6. If the employee disagrees with the determination of the Department Director, he may, within fifteen days, appeal to the Personnel Director for final review, said appeal to be in the form of a letter or memorandum addressed to the Personnel Director.

7. The Personnel Director, acting for the Executive Director, must reply in writing to the aggrieved employee within thirty days. His action will be final. Failure on the part of an employee to make his appeal within the prescribed time limits will result in the acceptance of the recommended discipline. Failure on the part of any management representation to inform the employee of disciplinary action within the prescribed time limits will result in the charges against the employee being waived.

USE OF RENTED AND EMPLOYEE OWNED VEHICLES

I. Introduction

This instruction describes the procedures governing the use of rented and employee owned vehicles on Port Authority business. It supplements the instructions contained in PAI 15-3.02, The Port Authority Passenger Vehicle Use Program, and PAI 15-3.04, Use of Port Authority Passenger Vehicles.

II. Rented Automobiles and Taxis

A. Rented Automobiles

1. Where it is necessary to rent a passenger vehicle for use on Port Authority business because no suitable Port Authority vehicle is available, the department director requiring the rented vehicle will request the Central Automotive Division, General Services Department to make the necessary arrangements. In cases where this is impractical (e.g., Trade Development offices outside the Port District) the arrangements are made by the department concerned, with prior concurrence of the General Services Department.

2. Where it is necessary to rent a special use vehicle other than a passenger vehicle, the department director requiring the vehicle will request the General Services Department to make the necessary arrangements.

3. Accidents involving a vehicle rented by the Port Authority shall be reported as provided in PAI 55-3.01, Accident Reporting.

B. Taxis

Taxis may be used by employees on Port Authority business if circumstances warrant the expense. Reimbursement is obtained by inclusion of the expense in Expense Account, form PA 15, or Petty Cash Voucher, form PA 618 (see PAI 30-3.01, Expense Accounts).

III. Employee Owned Vehicles

A. Authorization

Department directors or organization unit heads will authorize the use of employee owned vehicles on Port Authority business when:

1. Public transportation is unavailable or impractical;

2. An employee is asked to respond to emergency situations and a Port Authority vehicle is unavailable or its use is restricted as provided in Paragraph IV, PAI 15-3.02.

3. It is more economical to use a private vehicle for transportation as, for example, when a number of employees are traveling to the same destination.

B. Conditions of Use

1. Employee owned vehicles are subject to the same regulations as prescribed for Port Authority vehicles when their use on Port Authority business is authorized (see PAI 15-3.02).

2. Only those drivers who are authorized to drive Port Authority vehicles may be permitted to use their own vehicles on Port Authority business.

C. Reimbursement

When a department director or organization unit head requests an employee to use his own vehicle on Port Authority business, reimbursement is made at the rate of twelve cents per mile. Personnel assigned to overseas trade offices will be reimbursed at the rate of sixteen cents per mile. CN-11 8/2/

In addition, such other expenses as parking fees, non-Port Authority tolls, etc., will also be reimbursed as may be required. Expense accounts claiming such reimbursement will show the starting and ending odometer readings, total mileage, starting point, destination and the reason why the employee's car was used. Expenses for repairs (other than for damages sustained in an accident) made to an employee owned vehicle while in use on Port Authority business, and other vehicle maintenance costs, are not reimbursable (see Par. D-4, below).

D. Accidents and Liability for Damages

1. Accidents arising out of the operation of an employee owned vehicle on Port Authority business shall be fully reported as provided in PAI 55-3.01.

3. Upon completion of repairs (to vehicles damaged in accidents only) the employee submits the following to his department director through his unit supervisor:

   a. A memorandum formally requesting payment for the amount of damages not recovered from the insurance company (if vehicle is insured).

   b. Satisfactory evidence from the insurance company (if insured vehicle) of the amount of damages and recovery. The sum not recovered under an amount deductible clause must be indicated.

   c. An itemized statement from the garage which effected repairs together with copies of any supplementary bills or statements.

4. When an inspection cannot be performed by the Central Automotive Division (as in a case involving out-of-town trade promotion personnel), the procedure noted in Par. 3 above is to be followed.

5. Upon receipt of the above information, the department director indicates on the employee's memorandum whether use of the vehicle on Port Authority business had been authorized. Claims are jointly evaluated by the Comptroller's Department and the Claims Section of the Law Department, in accordance with PAI 55-4.01, Public Liability and Property Damage Claims.

6. Upon review, the Claims Section forwards approved claims to the Comptroller's Department for processing. In the event the claim is not approved by the Claims Section, the latter notifies the claimant of the disapproval.

2. In the case of a claim against an employee for damages to third persons arising out of the operation of an employee owned vehicle on Port Authority business, the employee against whom the claim is made should immediately notify his organization unit head and, if applicable, his insurance carrier. Such claims are deemed to be potential claims against the Port Authority and the provisions of the Board Resolution of May 12, 1955, relative to the settlement of such claims, will apply.

3. If the employee carries insurance against such claims, the Port Authority will pay only the amount by which the claim exceeds the insurance.

4. In the event any employee owned vehicle on Port Authority business is damaged through accident, the Port Authority shall recompense the owner for that portion of losses deemed unrecoverable. The latter may include such losses as the amount deductible under a collision policy or for other losses not covered by insurance.

E. Settlement of Claims

1. Employees whose vehicles have been damaged while on Port Authority business and who may be eligible for repayment of unrecoverable losses in accordance with the provisions of Par. D-4 shall, in all cases, comply with the following:

   a. If the vehicle is in operating condition, it is to be driven to a Central Automotive Division garage for inspection of damages. The Central Automotive Division will then prepare a memorandum (in duplicate) noting estimated cost of repairs. The original is forwarded to the Claims Section of the Law Department and the duplicate to the employee.

   b. If the vehicle is inoperative, the employee concerned calls the Central Automotive Division and arranges to have its representative inspect the vehicle where garaged. The procedure in sub-paragraph a, above, is then followed.

2. Upon completion of inspection by the Central Automotive Division, necessary repairs may be performed on the vehicle.

EXHIBIT M

OPERATING INSTRUCTION
DISTRIBUTING OVERTIME WORK ASSIGNMENTS
(REVISED MAY 23, 1972)

I. Introduction

This instruction outlines the responsibility of management for distributing overtime work on an equitable basis and suggests how such equitable treatment might be achieved.

II. Policies

A. Overtime work -- both with respect to opportunities and actual hours worked -- should be offered on an equal distribution basis to all permanent and project employees in the work unit (i.e., facility, division, section, group) who are available and qualified to undertake the work involved, insofar as this is possible and consistent with efficient and economical operations. Overtime in connection with a snow emergency may be recorded and equalized separately from other overtime.

B. For T.W.U. classes only, the repayment of negative compensatory time at straight time rates may be scheduled at the discretion of management for operation and scheduling reasons such as granting requested time off to other employees and for schedule deficiencies. The scheduling of negative compensatory time may be accomplished without regard to the equalization of overtime roster.

C. Temporary employees are not normally considered in distributing overtime work unless an emergency exists, permanent employees are not available, the temporary employees possess specific skills that are required and are not otherwise available. Permanent employees temporarily assigned a facility or division (e.g., CMS personnel, such as Bridge Painters as to a facility for the winter months) should be included equitably in overtime assignments.

D. Appropriate records must be kept by management, in sufficient detail to assure the fair parceling-out of overtime work assignments.

III. Assignment of Responsibilities

A. Unit and group supervisors are responsible for distributing and recording overtime work assignments in accordance with the above policies, based on the needs of their operations and on the relevant circumstances.

B. Department directors, facility managers and division heads are responsible for periodically reviewing the overtime work records maintained by their subordinate

supervisors to insure that their personnel are being treated equitably and consistent with the policies and operating requirements of the Port Authority.

C. The Personnel Director is responsible for assuring that the policies regarding distribution of overtime work are being effectuated.

IV. Documenting Decisions

While no procedure or form is prescribed for supervisors to record overtime work opportunities offered and declined, the Overtime Work Roster, form PA-2602, is available to them for their use. A procedure similar to that which follows is suggested for use with the Overtime Work Roster.

A. Form PA 2602 provides a place to list all personnel in a unit together with the dates overtime work was offered and the action taken. Since equitable treatment includes not only opportunities, but the number of overtime hours worked on both holidays and non-holidays, space is available to record hours worked by appropriate coding devices (e.g., '5" could indicate 5 overtime hours on a non-holiday, while "(5)" could be 5 holiday overtime hours).

B. At appropriate, intervals, but not less frequently than once a month, supervisors should review their Overtime Work Rosters to determine whether any employee eligible for overtime work has not received a fair share of opportunities and hours.

1. If this should occur, the supervisor should try to select that employee for the next available overtime assignment.

2. However, if the supervisor has not selected that employee for overtime for some special reason, and does not expect to select him for normal overtime work in the immediate future, he should note his reasons in a "memo to file," and date and sign the memo. This memorandum, together with the Overtime Work Roster, should also be available for review by higher managerial levels.

V. Application of Policy to Classes Represented by the Building Trades Union (BTU)

The following rules apply to employees in classes covered by the BTU:

A. An initial overtime roster will be compiled at the beginning of each calendar year according to classification seniority within each title. Employees who are assigned to a unit after the initial overtime roster has been constructed will be credited for equalization purposes with the average number of hours charged to members of the unit.

B. An overtime roster, maintained on a current basis by the unit supervisor, reflecting the amount of overtime charged to each employee, shall be kept current by updating at least weekly on the one day of the week selected by the

organization unit head and serve as the basis for overtime assignments for one week. When the selected day of the week is a P.A. holiday, the roster is updated as of the first work day thereafter. The organization unit head may elect to update the roster up to two work days in advance of its effective date and tour. Charged overtime is the sum of the overtime actually worked by the employee, plus the amount of any overtime refused by the employee.

C. Non-Scheduled Overtime

When it is necessary for an employee to work overtime on a non- scheduled basis, the availability of those to be selected will be limited to those who are both qualified and actually working at the time the overtime is required. These employees will be asked to work based on the weekly overtime roster. Each such employee may have the option of refusing the overtime. In the event all the employees refuse, each is charged on the overtime roster with the time involved and the qualified employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for an acceptable substitute.

1. The only exception to this will be overtime that will be worked as a continuation of a project being done during the regular tour. In this event, those employees working on the project will continue to do so if a change in staff would impede the completion of the task, even if it requires subsequent days of work including cancelled regular day(s) off.

D. Scheduled Overtime

On those occasions when overtime work can be planned, supervisors shall request qualified employees to work the scheduled overtime based on the lowest amount of overtime charged for the year to date. Eligible employees includes any qualified employees not immediately available who might have to be contacted by telephone. Such employees will have the option as to whether or not they elect to work the scheduled overtime. In the event all the employees refuse, the qualified employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for an acceptable substitute.

E. In the event that the proper qualified employee is not given the opportunity to work an overtime job, he receives a work schedule change premium or a special payment (see PAI 20-3.07, Par. II, H-8).

F. If an employee is scheduled to work overtime (other than during snow emergencies) which is not contiguous to his tour, and the scheduled overtime work assignment is cancelled, postponed or rescheduled, he will be assigned to other overtime work for a minimum of four hours, have his tour changed and receive a work schedule change premium, or voluntarily remain off duty (see PAI 20-3.07, Par. II, I-2).

EXHIBIT N

SICK LEAVE

I. Policy

This instruction covers all Port Authority permanent, probationary and annual employees except Service C employees included in the Sick Leave Bank Plan. (NOTE: A Temporary Operating Instruction on the Sick Leave Bank Plan was issued effective July 1, 1968. The Sick Leave Bank Plan covers all Service C employees except those employees whose positions are represented by an authorized employee organization which has, pursuant to a memorandum of understanding, elected coverage under a different available sick leave plan.)

A. General

1. Employees who have completed at least three months of service in a status other than temporary may be granted sick leave with pay, in accordance with the schedule of allowances below, because of sickness or disability incurred not in line of duty.

2. Employees injured while, participating in a Port Authority sponsored activity which causes them to lose time from work are compensated for this lost time under the schedule of allowances.

3. For the purpose of administering this policy, the work week for all employees is considered to be a seven-day period beginning at 12:01 A.M. on Sunday and ending at 12:00 Midnight Saturday.

B. Schedule of Allowances

The following schedule of allowances applies to each separate period of sickness or disability:

Length of Service	Weeks at Full Pay	Weeks at Half Pay
Less than 3 months	None	None
3 months but less than 1 year	1 (5 days)	2 (10 days)
1 year but less than 2 years	2 (10 days)	4 (20 days)
2 years but less than 5 years	4 (20 days)	8 (40 days)
5 years but less than 10 years	8 (40 days)	18 (90 days)
		195 cn 48 8/16/68
10 years and over)	13 (65 days)	39 (~~145~~ days)

Special consideration may be given .by the Personnel Director to employees with fifteen years of service or more.

C. Determination of Length of Service

Length of service is determined as follows in computing sick leave allowances:

1. Periods of authorized absence with pay is included.

2. All time on military leave and sick leave is included.

3. Time on leave of absence in excess of one month is not included.

4. If an individual is separated because of reduction of force and is re-employed within one year of the date of separation, his service prior to separation is included.

5. If an individual is re-employed alter separation of more than one year due to reduction of force, or after dismissal or resignation, his services prior to such separation, dismissal or resignation are not included.

6. Service as a full-time/temporary employee is ~~not~~ included, provided there if no interruption in employment exceeding five calendar days at the time his status changed to annual or permanent employment. CN 48 8/16/68

II. Procedure

A. Sick leave up to the full amount indicated in the schedule may be authorized by department heads.

B. In cases where, in the judgment of the department head concerned, the sick leave allowance should be less than the full amount indicated in the schedule, appropriate recommendations are submitted by the department head to the Personnel Director for approval.

C. In cases where the period of sickness or disability continues beyond the time covered in the schedule, and where sick leave allowance in excess of the schedule is considered appropriate by the department head, recommendation for such allowance is submitted to the Personnel Director by memorandum setting forth the pertinent facts of the case with a completed Employee Payroll Notice, form PA 87. The Personnel Director and, where appropriate, the Medical Director investigates all such cases, and if the recommendation is approved by the Personnel Director for the Executive Director, such approval is noted on the abstract of Personnel Changes which is submitted monthly to the Committee on Operations.

At the end of the period of sick leave with full pay, or half pay, the name of the employee on sick leave is included on Departmental Payroll Payment Authority, form PA

688, submitted by the department concerned to effect the reduction in pay. Particular care is taken to see that this is done at the proper time, since failure to take this action results in over-payment.

Office of the Executive Director
The Port Authority of New York and New Jersey

PAI 20-3.02
June 7, 1971
Revised 6/21/89

EXHIBIT "O"

PORT AUTHORITY HOLIDAY

I. Introduction

This instruction establishes the holidays observed by the Port Authority and the policies and procedures applicable to them.

II. Policy

A. All permanent, probationary and project employees (in the covered membership) are entitled to the twelve full day paid holidays as enumerated below, subject to the conditions set forth in the following paragraphs and in Exhibit A, attached.

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Floating Day

B. When a paid holiday occurs during an employee's vacation period, it is not counted as a day of vacation. When a paid holiday occurs within a period of sick leave or short term military leave, no substitute paid day off is granted.

III. Exhibit A attached contains the detailed operating rules and procedures applicable to Port Authority Holidays.

EXHIBIT A

PORT AUTHORITY HOLIDAY OPERATING RULES AND PROCEDURES

A. Compensation for Holiday Work (other than police)

1. General

The nature of Port Authority operations is such that some field employees are required to work on each holiday as part of their normal work schedules. Also in emergencies, both field and non-field employees may be called in for holiday work outside their schedules.

a. Every effort is made to minimize the number of employees required to work on Port Authority paid holidays.

b. Insofar as it is practicable, holiday work is equally distributed among all employees in each organization unit who are both qualified and available to do the work required.

2. Non-field Pay Plan C employees

a. When a non-field Pay Plan C or DC employee is required to work on a full-day holiday which is celebrated on Monday through Friday, he receives for that day:

(1) His regular salary; plus

(2) premium compensation at one-half times his regular rate of pay for all authorized holiday hours worked up through 7 1/4 hours; plus

(3) premium compensation at one and one-half times his regular rate of pay for all authorized holiday hours worked beyond 7 1/4 hours; plus

(4) a full substitute day off with pay at a time mutually agreeable to the employee and his supervisor, regardless of the number or hours worked on the holiday. (The employee may elect to receive one day of additional compensation at his regular rate of pay, in lieu of receiving a substitute day off with pay.)

b. When a non-field Pay Plan C or DC employee is required to work on a full-day holiday which falls on a Saturday or Sunday, he receives for that day:

(1) Premium compensation at one and one-half times his regular rate of pay for all authorized holiday hours worked; and

(2) Monday off with pay in the case of holidays falling on Sunday and Friday off with pay in the case of holidays falling on Saturday.

c. A few non-field Pay Plan C and DC employees have position responsibilities which require normal work schedules that include Saturday or Sunday work. When a holiday falls on such a Saturday or Sunday, the employee is compensated by holiday, premium pay as described in paragraph 3a. below.

d. In each of the above cases, if the holiday on which the employee works is a half-holiday, the same rules governing compensation and time off apply, but on a half-day basis.

3. Field Pay Plan C (non-police) employees

a. When a field Pay Plan C (non-police) employee is required to work on a holiday as part of his normal work schedule, he receives (unless agreements with employee representatives stipulate otherwise) for that day:

(1) His regular salary; plus

(2) premium compensation at one-half times his regular rate of pay for all holiday hours worked up through 8 hours; and

(3) premium compensation at one and one-half times his regular rate of pay for all hours worked beyond 8 hours.

(4) A substitute day off with pay.

b. When a field Pay Plan C (non-police employee is required (i.e., called in) to work on a holiday outside of his normal work schedule, he receives for that day:

(1) His regular salary, and

(2) premium compensation at one and one-half times his regular rate of pay for all authorized holiday hour s worked.

(3) No substitute day off is granted.

4. Application of Policy, Rules and Procedures for Pay Plan C (non-police) and DC Employees

a. Pay Plan C (non-police) and DC employees who are required to work on holidays are entitled to the full amount of holiday premium compensation due them in accordance with the preceding paragraphs. Holiday work premium payments are not reduced or offset by negative compensation time.

b. When an employee is required to undertake holiday work and overtime work in the same pay period, the holiday premium is not considered in calculating his overtime rate of pay. When a single interval of working time constitutes both holiday work and overtime work, only one premium is paid.

c. If an employee's work schedule starts on one calendar day and ends on the next calendar day, and if one of these days is a holiday, all of the hours of work he undertakes during such tour of duty are deemed to have occurred on the day during which 50% or more of total hours of work occurred, for purposes of determining whether holiday premiums apply.

5. Police Employees

The 11 paid days off for Police Officers accrued at a rate of 2 3/4 days, and the 10 paid days off for Police Superior Officers at a rate of 2 1/2 days for each quarter of the calendar year (ending March 31, June 30, September 30, and December 31, during which the employee has been continuously employed. No paid days off are earned for a calendar quarter during which the employee is hired, separated, on extended military leave, or on unpaid leave of absence. However, employees on short term sick leave or short term military leave are considered continuously employed. The total yearly allowance of paid days off (11 for Police Officers and 10 for Police Superior Officers) attributable to holidays, or any part of it may be given as the cash equivalent of paid days off at the sole discretion of the Superintendent of Police with the approval of the Personnel Director.

VACATIONS

EXHIBIT P

I. Introduction

This instruction outlines the policies and operating procedures on vacations for Port Authority employees

II. Policies

A. Vacations for Port Authority employees are based on the assumption that they contribute to the good health and well-being of the staff and are, therefore, mutually beneficial to the employee and the organization.

B. Permanent, probationary, and project employees of the Port Authority receive vacations depending on length of service, job classification, and certain other factors defined in the following attachments to this instruction:

1. Attachment 1. Operating Rules - Vacations

2. Vacation Allowance Schedule A. Managerial, Professional, and Technical Staff in Pay Plans B, E, F (non-police), D (all levels), and Pay Plan C Administrative/Office Classes not Covered by Memorandum of Agreement.

3. Vacation Allowance Schedule B. Non-Police Employees Covered by Memoranda of Agreement with Employee Organizations. CN 119 6/16/75

4. Vacation Allowance Schedule C. All members of the Police Force. CN 119 6/16/75

5. Vacation Allowance Schedule D. Managerial, Professional, and Technical Staff in Pay Plan B Levels 4-7 With Less Than 5 Years Service and Levels 8 and Above With Less Than Ten Years Service.

C. Holders of the awards shown below, with the exception of the Meritorious Police Duty Medal, will receive the extra vacation allowances indicated beginning in the year in which the medal if awarded. Upon termination, medal holders will receive full value for these vacation days for the year in which the separation occurs unless they are discharged for cause or resign under charges.

All Employees Awarded:	Receive Extra Days of Vacation as follows:
The Medal of Honor	3
The Howard S. Cullman Distinguished Service Medal	3
The Distinguished Service Medal	2
The Commendation Medal/Police Commendation Medal	1
The Meritorious Police Duty Medal	1*

*Holders of this award receive one extra day vacation during the twelve-month period following the award ceremony.

D. The Personnel Director may, with the approval of the Executive Director, modify vacation policies to fit the requirements of unusual situations.

E. In the event that changes are made in vacation allowances or operating rules for employees covered by memoranda of agreement with employee organizations, the provisions of the new memorandum of agreement supersede those of this instruction.

Attachments: Attachment 1
Schedule A
Schedule B
Schedule C
Schedule D

Change Notice No. 119 dated June 16, 1975 incorporated herein.

OPERATING RULES - VACATIONS

I. Vacation Scheduling for Pay Plan C (Including Pay Plan D, Levels 1-5) Staff

A. Each facility will publish an annual vacation schedule, stating the periods when operating conditions will permit vacations to be taken and the number of employees in each class of each work group who will be permitted to pick vacations during those periods. Where operating conditions permit, provision should be made for scheduling vacations throughout the year. Employees picking vacations will do so in minimum periods of one week and maximum periods of two weeks in order of their Port Authority seniority.

Employees in T.W.U. classes are permitted to take vacations in all weeks of a calendar year. When peak staffing is required by the facility manager, a minimum of one employee in each classification may, in any such week, elect to take his vacation.

B. Employees entitled to three or four weeks vacation, wishing to take it all in a single period, will do so in Port Authority seniority order within each classification in a work group during the second series of picks. Employees with five weeks vacation, wishing to take it all in a single period, will do so in a third series of picks.

C. When approved by management, employees will be permitted to take single vacation days. Such days will be deducted from the least desirable pick which is understood to be the last pick made by each employee.

D. 1. Vacation scheduling for Police will be handled in accordance with instructions issued by the Superintendent of Police.

2. If a Police Officer is required to work for other than disciplinary reasons on a scheduled vacation day and if such vacation day is not rescheduled at the request of the Police Officer, payment for the day will be made at overtime rates. CN 119 6/16/75

II. Rules for Charging Vacation Time

A. Vacation days taken in any year shall be charged first, against any accrued normal vacation carried over from the prior year.

and second, against the current year's normal vacation allowance. The only exception to this sequence is for the Special Vacation days (see Paragraph V, below) which may be taken at any time, subject to the controls, if any, of the employee's department.

B. When a paid holiday occurs during an employee's vacation period, it will not be counted as a day of vacation (see PAI 20-3.02).

C. When management excused time (unscheduled holidays, National days of mourning, weather, etc.) is granted during an employee's vacation period, it will be counted as vacation time.

III. Vacation in Connection with Sick Leave

A. If an employee falls ill after starting his scheduled vacation, the period of his illness during this vacation cannot be charged as a sick absence. However, if an employee is hospitalized for one night or more while on vacation, only the days of hospitalization should be charged as sick absence time. Should questions arise regarding application of this policy, the Personnel Department should be consulted.

B. If an employee's sick absence starts before a scheduled vacation, the time absent due to illness should be charged as sick absence provided the employee returns to work at the end of his illness before starting his vacation.

C. 1. A non-police employee who is absent for an extended period because of illness or injury, whether work connected or not, and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. Department heads will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases.

2. A police employee who is absent for an extended period because of illness and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. The Superintendent of Police will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases.

CN 119
6/16/75

IV. Vacation Carryover

A. Vacation must be taken in the year in which it is earned, unless special permission for carryover of vacation allowance from the year earned to the following year is granted by the Personnel Director. Such permission must be obtained prior to the end of the year in which the vacation is earned. No employee may carry over to a succeeding year more than one full year's vacation allowance. Department heads (or, for Police, the Superintendent of Police) may authorize carryover of vacations of five days or less. The only exception to this rule is for Special Vacation allowance and is described in Paragraph V, C and D, below.

B. In determining the amount of vacation which may be carried over to a succeeding year, a continuous period of vacation begun before the end of one calendar year which extends into the succeeding calendar year shall be considered to have been taken in its entirety during the calendar year in which it was begun.

V. Special Vacation Allowance for Certain Professional, Managerial and Executive Staff

A. Under previously authorized compensation adjustments, Professional, Managerial, and Executive staff in salary levels 6 through 13 could choose special vacation days as additional compensation.

B. These special vacation days, if opted for, are credited to the employee's annual vacation allowance on a calendar year basis beginning on January 1 each year. At that time, the employee will be required to reduce his or her annual allotment of special vacation days by converting a portion of them into a dollar amount necessary to cover his or her Social Security obligations for the ensuing year. If the employee leaves the Port Authority before the end of the 12-month cycle, payment for these special vacation days will be prorated based on the number of months which have elapsed since the beginning of the current year.

C. Special vacation allowances should be taken as time off, if possible. The maximum accumulation of special vacation days at the end of any calendar year is thirty days. In the event it is impossible to reduce an employee's special vacation days to below thirty at the end of any calendar year, a special payment will be made in December of that year for any such days in excess of thirty. Departments will prepare Special Payment Requests (form PA 1992) to pay employees for such accumulated

special vacation days in excess of thirty days at the rate of pay then currently earned by the affected employee.

D. Those special vacation days which are not (1) taken as paid time off, (2) paid for annually, (3) converted to FICA payments, or (4) diminished by other means will be paid for only on a separation from the Port Authority on the basis of the employee's salary rate in effect at that time.

E. These special vacation days should be recorded separately from the standard vacation day tally on the appropriate documents.

VI. Length of Service in Connection with Vacation

Length of service is determined as follows in computing vacation allowance:

A. All periods of authorized absence with pay are included.

B. All time on military leave and sick leave, with or without pay, is included.

C. Time on Long Term Absence without pay is not included.

D. If an individual is separated because of reduction in force and is re-employed within one year of the date of separation, his service prior to separation is included.

E. If an individual is re-employed after dismissal or resignation, or after a separation of more than one year due to reduction in force, his service prior to such dismissal, resignation, or separation is not included, unless specifically approved by the Personnel Director.

F. Service as a full-time temporary employee is included, provided there is no interruption in employment exceeding five calendar days at the time his status is changed to project or permanent employee.

VII. Vacation Allowance at Separation or Leave of Absence

A. 1. An employee who is separating from Port Authority employment in any circumstances other than those specified in Paragraphs B and C, below, or beginning a Leave of Absence, is entitled to Vacation Allowance as shown on the appropriate Vacation Schedule attached, plus any unused vacation carried forward from a previous year.

2. Vacation allowance at separation or Leave of Absence (Ordinary, Maternity, Long Term Military) will be reduced by any vacation days already taken in the calendar year in which the separation or leave occurs. CN 119 6/6/75

3. If the employee has already taken vacation days in excess of his allowance, their value is subtracted from his last paycheck before the separation or leave. However, if at the time of the separation or leave, vacation has been taken in excess of vacation due in accordance with a published facility or unit vacation schedule, no adjustments in the final salary check will be made, provided that the employee did not initiate a change in his assigned vacation via a mutual swap or special request. CN 119 6/6/75

4. An employee beginning a Leave of Absence may be required to take the unused portion of his vacation before the leave begins.

5. An employee returning from a Leave of Absence in a calendar year other than that in which the leave began will be entitled to a vacation allowance, for that year only, as shown on the appropriate Vacation Schedule attached.

B. Regardless of his termination date, an employee in good standing who has at least nine month's service and who is separated for such reasons as reduction in force, death, or retirement will be granted his full vacation allowance for the calendar year in which his services terminate. Non-Police employees must have been present at work for at least one day during the calendar year for this provision to apply.

C. An employee in good standing who is separated for any reason before the completion of nine month's service, and all employees who are discharged for cause, or resign under charges, are not eligible for vacation allowances on separation. Adjustments in the final salary check will be made in such cases for any vacation taken in the calendar year.

D. A member of the Police Force absent without pay for more than thirty consecutive days during a year, with the exception of absence while on military leave, shall have his succeeding vacation allowance reduced by 1/12 for each 30 consecutive days of such absence.

LEAVE OF ABSENCE

EXHIBIT Q

I. Introduction

This instruction describes the policies and procedures governing ordinary and compassionate leaves of absence. Not covered by this PAI are other authorized periods of time away from work such as Military Leave (PAI 20-3.10), Sick Leave (PAI 20-3.03), Maternity Leave (PAI 20-3.12) and Excused Absences (PAI 20-3.05).

II. Types of Leave of Absence

A. Long Term Ordinary Leave: An authorized period of time away from work, without pay, for more than 14 consecutive calendar days, and for up to one year, granted only when such leave is clearly desirable in light of the employee's need and the best interests of the Port Authority. Permanent employees who have completed their probationary period and have maintained a satisfactory job performance record are eligible for long term ordinary leave. Long term ordinary leave may be granted to probationary employees only in the most exceptional circumstances. Long term leaves of absence must be recommended by the employee's Department Director and approved by the Personnel Director.

Employees returning from long term leave of absence may be reinstated to their former position classification or to another classification of similar pay and status. Such reinstatement, however, is not guaranteed and is subject to job availability. Employees who do not request reinstatement prior to the expiration date of their leave will be considered as having voluntarily resigned as of that date.

B. Short Term Ordinary Leave: An authorized period of time away from work, without pay, up to and including 14 consecutive calendar days. Department Directors or their designees may, at their discretion, grant an unpaid leave of absence, not exceeding 14 consecutive calendar days, to permanent employees, including those serving their probationary period.

C. Compassionate Leave: A period of time away from work, without pay, granted to employees in TWU classes only, at the discretion of Port Authority management for a total of three days (which need not be consecutive) in a calendar year, when an employee must attend the funeral of a relative or the serious

illness of a member of the employee's immediate family (spouse, child, parent, brother, sister, spouse's parent, other person living in the employee's home). When such time off is not covered by PAI 20-3.05, Excused Absence, compassionate leave will be granted by a unit head on request of the employee and is applicable to permanent employees, including those serving their probationary period.

III. Operating Rules and Procedures

Exhibit A, attached, contains the detailed operating rules and procedures relating to administration of leaves of absence.

Exhibit A

LEAVE OF ABSENCE

OPERATING RULES AND PROCEDURES

1. Initiation of Long Term Ordinary Leave

The employee submits a written request for long term ordinary leave of absence to his or her unit supervisor. The request should be addressed to the employee's Department Director and should include the estimated period of time desired, approximate starting and ending dates, and the reason(s) why the leave is necessary. If approval is recommended, the Department Director prepares the Employee Record, Form PA 87, and a memorandum addressed to the Personnel Director explaining why the leave is in the best interests of the Port Authority and describing the employee's work performance and attendance record. In cases where the Department Director recommends disapproval, the reason for disapproval should be stated along with this recommendation.

2. Initiation of Short Term Leave of Absence

The employee submits a written request for short term leave of absence to his or her unit supervisor. The request, which should be addressed to the employee's Department Director, should include a statement as to the reason for the leave, the desired number of days and the starting and ending dates. The employee's Department Director approves or disapproves the request and returns it to the employee. A copy of the approved request must also be forwarded to the Personnel Director.

3. Request for Extension of Short and Long Term Ordinary Leave of Absence

Requests for extensions of both short and long term leaves of absence, regardless of the duration of the requested extension, must be made in writing and include the reason for the request. Such requests should be sent to the Personnel Director as early as possible prior to the expiration date of the leave. The Personnel Department then consults with the employee's Department Director concerning the request and notifies the employee whether or not the extension is granted.

4. Return from Long Term Ordinary Leave of Absence

An employee on long term ordinary leave of absence must make written application for reinstatement to the Personnel Director, prior to the expiration date of the leave. Such reinstatement, however, is not guaranteed and is subject to job availability. Employees who do not request reinstatement prior to the expiration date of their leave will be considered as having voluntarily resigned as of that date. The Personnel Department will prepare the terminating Payroll Notice, form PA 87, and will notify the employee's former unit head accordingly.

a. An employee returning from a long term ordinary leave of absence of 15 days or more does not receive P.A. service credit for the period of absence. These employees will receive a reconstructed P.A. service date, seniority in title date, seniority in grade date, and ingrade increase date.

b. Upon reinstatement, the salary of employees returning from long term leave will be individually determined, but in no case will exceed the maximum of the position assumed.

c. A medical examination may be required for any employee returning from a long term leave of absence.

5. Personnel Department and Payroll Section Notification

a. An Employee Record, form PA 87, is prepared by the employee's department to initiate long term leaves of absence only. The memorandum requesting such leave is attached to the form PA 87, and forwarded to the Administrative and Employee Benefits Division of the Personnel Department.

b. An Appointment Payroll Notice, form PA 1899, is prepared by the Personnel Department to return an employee from a long term leave.

c. Short term and compassionate leaves of absence are shown on the bi-weekly Department Payroll Information Report, form PA 688, which is the Accounting Division's source of information for deduction purposes. (See PAI 30-5.03, Payroll Checks.)

6. Sick Leave in Connection with Leave of Absence

Except in unusual cases, employees beginning an ordinary leave of absence will not be paid for sick absences occurring during the pay period in which the leave of absence is to be effective.

7. Vacation Allowances

Employees beginning or returning from long term leaves of absence receive vacation allowances in accordance with the appropriate schedules of PAI 20-3.01, Vacations.

8. Health and Life Insurance Coverage

a. An employee granted a long term leave of absence may continue coverage under the Port Authority's Group Health and Life Insurance Programs for a period of three months beyond the effective date of the leave by paying for such coverage at the contribution rates then in effect. At the end of this three month period, Group Health and Life Insurance coverages will terminate pursuant to insurance policy provisions and employees will have the option of converting to any direct payment plans available from the insurance companies on an individual basis. Such conversion must take place during the period set by the insurance policies. Necessary conversion forms may be obtained from the Administrative and Employee Benefits Division. Questions regarding individual situations should also be directed to that division.

b. Port Authority Group Health and Life Insurance coverage remains in effect for an employee on a short term leave of absence.

MILITARY LEAVE

EXHIBIT R

I. Introduction

This instruction outlines the policy and procedure for granting Short-Term and Extended Military Leave to Port Authority employees.

II. Policy

A. Only permanent employees including those in a probationary status, are granted short term and extended military leave. Project employees are granted short term military leave only.

B. This PAI should be interpreted in order to assure that in each case the reemployment protection provided to Port Authority employees is no less than the protection provided to private and federal employees under the Universal Military Training and Service Act. Within this general limitation, the Personnel Director may modify applications of the provisions of this PAI in special cases where this will serve the best interests of the employee and the Port Authority. Where an employee has been recalled to active duty as a disciplinary measure (for example, because of failure to attend drills) the Personnel Director may reduce or eliminate benefits provided by this PAI.

C. Permanent employees, including those in a probationary status, on military leave are considered continuously employed and retain their original date of employment for all purposes.

III. Extended Active Duty -- Salary and Benefits

A. Permanent employees, including those in a probationary status, who are granted military leave for extended active duty receive a military leave payment as described in Attachment A to this instruction.

B. Permanent employees, including those in a probationary status, who have served two years or more in full-time active military service and who are recalled to extended full-time active military service without their consent, receive partial salary continuation during such additional involuntary service up to one year, as described in Attachment A to this instruction.

IV. Short-Term Active Duty -- Salary and Benefits

In general, it is the policy of the Port Authority to protect from loss of income any employee who is granted military leave for short-term active duty. Accordingly, partial salary continuation is paid to employees on short-term active duty as described in Paragraph IV, A of Attachment A to this instruction.

V. Procedure

Attachment A outlines the operating rules and procedures to be followed in the administration of the military leave policy.

ATTACHMENT A

MILITARY LEAVE OPERATING RULES AND PROCEDURES

I. Definitions

A. "Military Leave" is any authorized absence of an employee so that he may undertake active military duty with the Armed Forces of the United States, the National Guard, or the Naval Militia.

B. "Extended Active Duty" is any period of full-time active military service or training in excess of 30 consecutive calendar days.

C. "Short-Term Active Duty" is any period of full-time active military service or training of 30 calendar day or less in any calendar year.

D. An "examination" consists of a written, oral, or performance test, or of one or more such tests. "Make-up examinations" are those given to employees prevented by military leave from participating in all or part of the original test.

II. Request for Leave

Any employee who wishes to receive military leave notifies his supervisor as soon as possible of that fact and of the expected dates on which the active duty is expected to start and to end.

The employee submits a written request for military leave (see Attachment B) and a copy of his official orders to active duty to his Unit Head. The orders and the request are then forwarded to the department director for his/her approval. A copy of the request and the orders along with a completed Employee Record, form PA 87 (only in cases of extended active duty), authorizing the leave of absence are forwarded to the Supervisor, Payroll and Administrative Services, Human Resources Department. If the employee wishes to use all or part of his accrued compensatory time or vacation time for military leave, this should also be noted in "Remarks." This time may be applied in whole working days but not in hours. If the entire period is taken as compensatory time or vacation time, no Payroll Notice is needed. Specific cases requiring further interpretation or determination are considered on an individual basis by the Manager, Employment Division, Human Resources Department. CN-225 1/22/90

If the department director approves the request for leave, the Unit Head notifies the employee of the approval and forwards a copy (only in cases of extended active duty) of the approved request memorandum to the Supervisor, Payroll and Administrative Services, Human Resources Department. CN-225 1/22/90

III. Provisions for Extended Active Duty (Long-Term Military Leave)

A. Military Leave Payments

Any employee granted military leave for extended active duty of one year or more, receives a military leave payment of one day's pay for

each full month of Port Authority Service, not exceeding 20 days' pay. The employee also receives cash payment for any accumulated vacation or compensatory time credited to him at the commencement of military leave.

B. Insurance and Retirement Programs

1. Health Insurance

Any employee who is a member of the P.A. group health insurance plans upon commencement of military leave is protected against any loss of benefits under these plans on return to P.A. employment. Group health insurance is suspended for the employee while on military leave, with all previous benefits being resumed upon reinstatement.

Dependents of such employees suffer no diminution of health insurance benefits while the employee is on military leave; however, dependents are expected to make use of appropriate Federal Government health care programs. The Port Authority pays any necessary subscription charges for group health insurance while employees are on military leave.

2. Life Insurance

When an employee commences military leave his membership in the Group Life Insurance Program terminates but his policy remains in effect for 31 calendar days. Upon return to Port Authority employment, he is reinstated to full membership in the program.

3. Retirement Program

Any employee who is a member of the New York State Employees' Retirement System when he commences military leave for extended active duty will, upon reinstatement, receive the same retirement benefits he would have received had he not been on military leave.

C. Vacation Allowance

1. For the year in which a long term military leave begins, vacation allowance is as specified in PAI 20-3.01, Vacations, Attachment A, Paragraph II.

2. Upon reinstatement after military leave for extended active duty, an employee receives a vacation allowance as specified in PAI 20-3.01, Vacations, Attachment A, Paragraph II.

D. Promotion Opportunities

1. When the employee departs on Extended Military Leave, he is requested to furnish a list of all promotion eligible lists, rosters and transfer lists in which his name appears. Each of these are noted in the employee's folder by the Human Resources

Representative who indicates the length of time remaining on the ranked vertical eligible lists before the list's expiration.

2. Promotion Examinations During Military Leave

An employee on military leave may participate in any promotion test if he can be present for the test; that is, if he is on furlough or is stationed near New York.

3. Upon Return from Leave

a. An employee on a permanent horizontal promotion roster when he left has never been deleted from the roster and therefore is still actively on the roster.

b. An employee on a ranked vertical promotion eligible list which expires during his military leave will upon his return from military leave be placed on top of the then current promotion eligible list for the length of time he had remaining between the day he left for service and the expiration date of the original list.

c. To the extent that it is administratively possible, he will be permitted to take make-up exams for any promotional opportunities that occurred during his absence for which he would have been qualified if he were here when the examinations were given. This is usually feasible if the examination consisted only of a written and/or individual oral examination.

d. He is immediately eligible to participate in any promotion examination in process for which he is qualified.

E. Reinstatement After Extended Military Leave

At the time an employee returns from extended active duty he is given a medical examination by the Office of Medical Services. An employee returning from military leave is restored to his former title or to a position of like seniority, status and pay as long as all of the following circumstances exist:

1. He has satisfactorily completed his period of military active duty or has been released from such service or training for medical reasons.

2. He makes application for reinstatement as soon as is reasonably practicable after discharge, release or rejection from military active duty or training, or after termination of service-connected hospitalization of not longer than one year.

a. Any employee (1) who is rejected during the induction process, or (2) who performs active duty for less than three consecutive months, must report for work at the beginning of his next regularly scheduled working day following such rejection or duty plus whatever time, if

any, is reasonably necessary to return to his place of employment.

b. Any employee who returns from active duty under any other circumstances must apply for reinstatement within 90 calendar days after being released.

3. He is qualified to perform the duties of his former Port Authority title when making application for reinstatement. If an employee is not qualified to perform the duties of his former Port Authority title by reason of disability sustained during military service or training, or if his former position has been discontinued, he is restored to another position the duties of which he is qualified to perform. The new title should provide him seniority status and pay most nearly comparable to that which he would have if he were to occupy his former title.

4. He refrains from re-enlisting or otherwise voluntarily prolonging extended active duty when he is eligible for separation.

5. Permanent Employees in a probationary status are treated as permanent employees, except that military leave time cannot be used to complete the probationary period.

IV. Provisions for Short-Term Military Leave

A. Pay

1. Rules

An employee ordered to short-term active duty is paid the difference between his federally taxable Port Authority pay and his federally taxable military pay, providing that the employee's military pay does not exceed his Port Authority pay. Travel allowances, uniform allotments, etc., are not normally considered military income for this purpose.

No part of short-term military leave is charged to compensatory time except after the employee's right to receive make-up pay has been exhausted. When a paid holiday occurs during an employee's military leave no additional day off is granted.

If any part of such duty is undertaken on a voluntary basis, the employee receives make-up pay for periods of absence totaling up to, but not more than 30 calendar days in any 12 consecutive months. Weekly or monthly drills are excluded in calculating the amount of short-term active duty subject to make-up pay.

2. Procedure

Any employee who is granted military leave for short-term active duty and who upon reinstatement is entitled to make-up pay must,

within 45 calendar days after returning to work, furnish the Supervisor, or Unit Head with his military pay voucher upon which make-up pay can be calculated. If an employee has not furnished the necessary voucher within 30 calendar days after returning to work, the Supervisor, or Unit Head will advise the employee by registered mail that unless he does so within the prescribed 45 calendar days, all wages paid to the employee by the Port Authority for the period of the military leave in question will be deducted. In this case, when the voucher is submitted any necessary adjustment will be made in the next pay period. CN-225 1/22/90

B. Insurance and Retirement Programs

All employee benefit programs, including health insurance, life insurance, and retirement plan, are continued for any employee who is granted military leave for short-term active duty. Employee contributions if any, covering the period of absence are made by regular payroll deduction.

C. Vacation Allowance

Any employee who is granted military leave for short-term active duty is not thereby deprived of any part of the vacation to which he is entitled. Any employee who wishes to use his vacation to undertake short-term active duty may request that his vacation be scheduled accordingly, and every effort is made to meet this request. However, because in such instances a full vacation salary is received, provisions in this PAI relating to make-up pay (see A, above) do not apply. If an employee chooses to receive make-up pay, he may not schedule vacation day during his military leave. He may, however, take vacation immediately before or after his military leave if his Unit Head approves.

D. Employee's Work Schedule

An employee returning from short-term military leave of two weeks or more is given Saturday and Sunday as RDO's during the period of his leave.

V. Part-Time Periodic Drills

Employees who are members of the organized reserves or the National Guard generally have an obligation to participate in weekly or monthly drills of short duration (constituting typically either 2 to 4 hours per week or one weekend per month). Whenever possible, working hours for such employees are scheduled to eliminate or minimize the occasions when it is necessary for them to be absent from work during scheduled working hours; however, the schedule of working hours should avoid giving such employees favored treatment over the other employees in the same position classification and otherwise similarly situated. Employees should, whenever possible, avoid reserve assignments which require them to be absent during scheduled working hours.

Whenever there is a conflict between periodic military drills and scheduled Port Authority working hours it is expected that the employee involved will arrange to exchange tours of Port Authority duty on a voluntary basis with another employee in the same position classification. If, however, an employee who is required to attend weekly or monthly drills on an involuntary basis as part of his military obligation is unable to make this arrangement, the manager of the organizational unit involved makes the necessary reassignments of tours of duty. An employee who has undertaken or extended his membership in the organized reserves or National Guard on a voluntary basis is expected to make his own arrangements for exchanging tours of duty where this is necessary to attend such drills.

VI. Recalled Employees

A. Partial Salary Continuation

1. Rules

Any employee who is recalled to active duty without his consent, receives partial salary continuation up to on year. At the end of one year, the employee is covered under the non-salary provisions which apply to long-term leave.

The Port Authority pays to such an employee a percentage as specified below, of the difference between his federally taxable Port Authority pay at the time he re-enters service and his federally taxable military pay for such period, as follows:

a. Any employee who has more than one dependent receives 100% of such difference.

b. Any employee who has one dependent receives 75% of such difference.

c. Any employee who has no dependents receives 50% of such difference.

Partial salary continuation checks are mailed bi-weekly on regular pay days by the Comptroller's Department to the employee or to anyone he designates in writing.

2. Procedure

An employee who is granted military leave for extended active duty and who is entitled to partial salary continuation under the provisions of Par. VI, A, furnishes the Supervisor, Payroll and Administrative Services, Human Resources Department promptly with CN-225
acceptable information regarding military pay, number of 1/22/90
dependents, and name and address of the dependent who is to receive partial salary continuation. Changes in military pay which occur while such employee is eligible to receive partial continuation must also be reported promptly to the Supervisor, Payroll and Administrative Services, Human Resources Department. The CN-225
Supervisor, Payroll and Administrative Services notifies the 1/22/90

Comptroller's Department of the make-up pay, military leave payment, or partial salary continuation arrangements which must be made.

B. Insurance, Retirement, Vacation and Promotion Programs

Recalled employees are treated as short-term leave employees for the first 30 days' duty, and as employees on long-term leave thereafter.

SAMPLE MEMORANDUM

To: Department Director
From: (employee requesting leave)
Date: (date of request)
Subject: REQUEST FOR EXTENDED MILITARY LEAVE

CC: Supervisor, Payroll and Administrative Services, Human Resources Department

In accordance with PAI 20-3.10, I request an extended Military Leave, to begin ____(date)____ and end ____(date). My supervisor has signed below to indicate that he/she is aware of this request.

I have attached a copy of my official orders to active duty.

(Signed) Employee's Name
Dept./Facility
Phone Number

I have seen this request for Military Leave.

_____ Supervisor _____ Date

This request for Military Leave is approved.

_____ Department Director _____ Date

SAMPLE MEMORANDUM

TO: Department Director
FROM: (employee requesting leave)
DATE: (date of request)
SUBJECT: REQUEST FOR SHORT TERM MILITARY LEAVE

COPY TO: Employee Unit Head/Supervisor

In accordance with PAI 20-3.10, I request a short term military leave, to begin _____(date) and end _____(date). A copy of my official orders to duty is attached.

This is to certify that I am familiar with the procedures of PAI 20-3.10, Military Leave. I understand that within 45 calendar days after my return to work, I must furnish my immediate supervisor of his designee with a copy of my military leave pay voucher. I further understand that if I fail to furnish a copy of my military pay voucher within 45 calendar days, all wages paid to me by the Port Authority for the period of my military leave will be repaid through payroll deduction. The Payroll Supervisor is authorized to make deductions from my gross bi-weekly salary until all monies owed to the Port Authority have been repaid.

My supervisor has signed below to indicate that he/she is aware of this request.

(Signed) *Employee's name
Dept./Facility
Phone number

I have seen this request for Military Leave.

_____ _____
Supervisor Date

This request for Military Leave is approved.

_____ _____
Department Director Date

MATERNITY LEAVE

EXHIBIT S

I. Introduction

This Instruction outlines the policies and procedures to be followed when a maternity leave is granted to an employee.

II. Definition

Maternity leave is a requested and approved period of time away from work for the purpose of giving birth and to care for an infant in the period immediately following the birth. Maternity leave consists of two phases: the initial phase which is considered and administratively handled as sick leave, and a second phase, which is a leave without pay for the purpose of infant care.

In all cases, maternity leave begins when the employee is unable to continue working due to medical disability related to pregnancy and childbirth, and ends three months following the birth of the child. However, the duration of each phase of a maternity leave will vary based on individual circumstances.

III. Policies

A. Permanent and probationary employees are eligible for a maternity leave of absence.

B. Maternity leave may be granted when an employee demonstrates to the satisfaction of the Medical Director that she should discontinue working because of medical disability related to pregnancy and childbirth.

C. During the initial (sick leave) phase of a maternity leave, for the number of days the employee is unable to work because of medical disability related to pregnancy and/or childbirth, an employee is considered to be on sick leave and her absence is treated in all respects like any other medically caused absence. For these days, she receives either sick leave allowance as specified in PAI 20-3.03, Sick Leave, or for a period not to exceed the number of compensable days remaining in her individual sick leave bank, in accordance with OPI 20-3x.03, Sick Leave Bank Plan, whichever is applicable.

D. The second (infant care) phase of maternity leave begins when the Medical Director considers the employee capable of resuming her normal work duties, but she chooses to remain on maternity leave for infant care or other reasons. Regardless of when this second phase of maternity leave begins, the employee's maternity leave ends three months after the birth of her child.

The employee is on no-pay status during the second (infant care) phase of her leave, unless she has elected to take vacation time (see Attachment A., VII.).

E. When the employee returns to work after a maternity leave, she is restored to the position she held at the time her leave began, provided that she returns to duty prior to the expiration of her maternity leave. An employee who does not request reinstatement prior to the expiration date of her maternity leave and has not been granted an ordinary leave of absence beyond her maternity leave is considered to have resigned.

F. An employee receives Port Authority service credit for the initial (sick leave) phase of her maternity leave, including any period of time during which she is sick and on no-pay status.

IV. Benefits

All groups health, dental, and life insurance benefits to which the employee may be entitled under the terms of the respective policies comprising the Port Authority's group benefits programs will continue to be provided at no additional cost to the employee, for the full duration of her maternity leave. If an employee requests and is granted an ordinary leave of absence after her maternity leave expires, benefits are handled in accordance with the provisions of PAI 20-3.06, Leave of Absence.

V. Operating Rules and Procedures

Attachment A contains detailed operating rules and procedures relating to the administration of maternity leave.

Maternity Leave
Operating Rules and Procedures

I. Initiation of Maternity Leave

A. The pregnant employee prepares a memorandum (see Attachment B for example) to the Personnel Director requesting a maternity leave when her physician has stated an approximate date at which her medical condition will preclude continuation of her normal work duties. This request should be submitted to her supervisor no later than one month before the anticipated birth date and a copy should be sent to the Administrative and Employee Benefits Division. It should include the anticipated birth date and, if different, the date of the onset of medical disability, and the following signature lines:

1. A line for the signature of the employee's supervisor, by which the supervisor indicates awareness of the leave request.

2. A line for the Medical Director's signature, by which the Medical Director indicates that he/she considers the date for the onset of anticipated or actual medical disability reasonable.

3. A line for the Personnel Director's signature, by which he/she approves the leave.

The same approval process applies for any change of the anticipated date of the onset of medical disability.

B. When the employee's supervisor has signed this memorandum, it should be returned to the employee, who attaches a note from her personal physician and forwards it to the Medical Director. The physician's note should state the anticipated birth date of the child and, if different, the date of the onset of disability and the medical reasons for it.

C. When the Medical Director has determined that an estimated or actual date of the onset of medical disability is reasonable, he/she signs the memorandum (see A.2., above) and forwards it to the Personnel Director, retaining the physician's note. It should be noted that, depending on the employee's particular medical circumstance, the actual onset of disability may differ from the estimated date.

D. When the Personnel Director has approved the leave, copies of the approved memorandum are sent to the employee and her supervisor.

E. When the employee's supervisor has received the approved memorandum, he/she should prepare the Employee Record, form PA 87 which will implement the maternity leave, leaving blank the effective date, and forward it to the Administrative and Employee Benefits Division.

II. Notification Procedures

A. The employee's department is responsible for notifying the Medical Director when the actual sick leave phase of maternity leave begins by completing form PA 3109, Extended Sick, Hospitalization and Injury on Duty Report and forwarding it to the Medical Department.

B. The employee is responsible for notifying the Personnel Director as soon as possible but within no more than ten days, in writing, of the child's birth date or other termination of the pregnancy. The Personnel Director then notifies the Medical Director and the employee's department.

C. The Medical Director evaluates the employee's health status and determines when she is capable of returning to work. When the Medical Director has made this determination he/she so informs the employee, the employee's department, and the Personnel Department.

III. Time Reporting

During the initial (sick leave) phase of the employee's maternity leave, the department should complete the appropriate timekeeping document for the employee, indicating that the employee is on full, half, or no-pay status, in accordance with her sick leave allowance (PAI 20-3.03 or OPI 20-3x.03). Form PA 3109, Extended Sick, Hospitalization and Injury on Duty Report must also be completed in accordance with normal procedures in order to inform the Medical Director that the sick leave phase has begun.

IV. Pay Check Distribution

Pay checks for an employee receiving sick pay during her maternity leave may be forwarded by the employee's department by certified mail. (See PAI 30-5.03, Paychecks).

V. Returning From Maternity Leave

A. An employee on maternity leave should request reinstatement by writing to the Personnel Director as soon as possible after giving birth. An employee who does not request reinstatement prior to the expiration of the second phase of her maternity leave and has not been granted an extension as described in VI., below, is considered to have resigned.

B. An employee who returns from a maternity leave is restored to the position she held at the time her maternity leave began. If appropriate, her position may be filled provisionally until she returns from her leave or until she has resigned.

Appointment Payroll Notice, form PA 1899, is prepared by the Personnel Department when an employee who has been on the infant care phase returns from her maternity leave.

VI. Request for Extension of Leave Beyond Three Months Following Childbirth

An employee who wishes to extend her leave beyond the three months following childbirth should apply in writing for an ordinary leave of absence to the Personnel Director as early as possible prior to the expiration of her maternity leave, specifying the reason for her request. The Personnel Director determines whether a request is to be granted and notifies both the employee and her unit head accordingly.

Requests by the employee to extend the leave beyond three months are considered and, if granted, administered under the terms of PAI 20-3.06, Leave of Absence.

VII. Vacation Allowance

A. An employee may elect to take vacation in a period immediately prior to the start of her maternity leave.

B. An employee beginning a maternity leave is entitled to payment for vacation subject to the provisions of PAI 20-3.01, Vacations, and its attached schedules, and those of any applicable Memorandum of Agreement.

C. Vacation pay may be taken in either of two ways:

1. Lump sum advance payment

The employee may elect to receive her vacation allowance as a lump sum payment at the start of her maternity leave. If

the employee elects to receive a lump sum payment, she is paid for vacation time earned up to the time she begins her maternity leave.

If any additional vacation days are earned during the initial (sick leave) phase of the leave, an employee may subsequently receive the applicable additional vacation allowance pay, subject to review by her Department Director and the Personnel Director.

2. Regular paycheck

The employee may elect to take her vacation time at the beginning of the second (infant care) phase of her leave, in which case she will continue to receive her paychecks on a regular basis for the duration of her vacation time. Electing this option does not extend the maternity leave beyond three months following the birth of the child.

D. Except as discussed herein, the provisions of PAI 20-3.01, Vacations, concerning coordination of vacations with maternity leave, apply.

SAMPLE MEMORANDUM

To: Personnel Director
From: (employee requesting leave)
Date: (date of request)
Subject: REQUEST FOR MATERNITY LEAVE

CC: Administrative and Employee Benefits Division

In accordance wth PAI 20-3.12, I request a Maternity Leave, to begin (date). My supervisor has signed below to indicate that he (or she) is aware of this request.

I have given the Medical Director my physician's note estimating the date of the onset of my medical disability.

(Signed;) Employee's name
Dept./Facility
Phone number

I have seen this request for Maternity Leave.

_____ Supervisor / / Date

I find the estimated/actual date of the onset of medical disability reasonable.

_____ Medical Director / / Date

This request for Maternity Leave is approved.

_____ Personnel Director / / Date

EDUCATION REFUND PLAN EXHIBIT T

I. Introduction

This instruction describes the Port Authority's Education Refund Plan and outlines the procedures for processing applications for tuition assistance.

While the Supervisory Development and Higher Education Programs are considered part of the Education Refund Plan, they differ in some specifics of eligibility criteria and curriculum from the plan outlined herein. Therefore, staff members interested in these programs should obtain information on them from the Personnel Department's Career Development Division.

II. Policy

The Port Authority's Education Refund Plan provides an opportunity for permanent employees to improve their skills and job performance, and to establish a source of trained personnel within the organization who may be utilized as required by the changing or expanding operations of the organization. The emphasis of this plan is to encourage employees to obtain formal education on their own time in approved or accredited institutions of higher learning.

III. General Criteria for Authorizing Study

Applications for study under the Education Refund Plan are evaluated according to the following criteria:

A. Employees must have at least three months of Port Authority service preceding the date of application.

B. The applicant must have shown sufficient initiative and promise in his or her work to warrant undertaking training at Port Authority expense. Departmental management, as well as the Personnel Department staff, will approve applications for education refund only if, in their judgment, the employee's job performance is satisfactory and may reject the application if the employee's work is unsatisfactory. Personnel Department representatives, in reviewing applications for education refund, will refer to the employee's past performance evaluations and absence records as well as previous course records to determine the eligibility of a candidate for education refund.

C. Courses approved under the education refund program must have a direct relationship to the current or projected needs of the Port Authority, or must relate to a logical program of individual development within the scope of the Authority's activities. All applications will be reviewed in light of the current manpower studies and projections developed in the Personnel Department.

D. Courses pursued must not interfere with the applicant's normal work.

E. Employees who are entitled to receive training allowances from any other source, including the G.I. Bill or other government programs (e.g., LEEP), fellowships, scholarships, grants-in-aid, etc., may not participate in the Education Refund Plan until these other sources are fully utilized. Under no circumstances will the Port Authority duplicate any funds obtained from outside sources. If, however, the training allowances from these other sources do not fully cover tuition costs, the Port Authority will reimburse the employee for the difference between his outside training allowances and the full cost of his approved courses. However, the amount to be refunded by the Port Authority may not exceed the limits specified in Paragraph VI, D, below. Failure on the part of the employee to comply with this provision may result in the restitution of all refunds to which the employee is not entitled and possibly other disciplinary action.

F. If an employee can demonstrate a financial hardship in pursuing his or her education, the employee may apply through his or her department to the Personnel Director for advance payment of tuition by the Port Authority directly to the school or university in which he/she is enrolled. The Personnel Director may approve or disapprove such requests.

In the event an employee granted this privilege fails to maintain his/her employment and minimum scholastic grade qualifications for any course(s) for which tuition refunds are specified in Par. VI, A and B below or without completing any course(s), he or she must repay to the Port Authority the tuition payment for such course(s).

The Personnel Director arranges with the employee for any required repayment of tuition by the employee either by check in a lump sum payment or by payroll deduction. The Personnel Director advises the Comptroller and the employee's department by memorandum of the action to be taken.

G. Those employees who are reimbursed for Law School tuition expenses are required to enter into a written agreement with the Port Authority by which they will, following completion of

their legal studies, remain in the employ of the Authority for the same number of full calendar years as equals the number of academic years or part thereof, for which the Port Authority paid all or part of their tuition expenses. This agreement shall not be construed as an obligation of the Port Authority to continue the employment for the period in question.

IV. Application Procedure

A. Application for authorization of outside study courses is made in duplicate on form PA 1020, Education Refund Application.

B. Employees applying for the Supervisory Development and/or High Education Program should follow the procedures established for these programs in appropriate publications issued by the Personnel Department's Career Development Division.

C. The employee will note on his/her application the type and amounts of any other tuition assistance he/she is receiving.

D. The application must be filed at least two weeks before the course is started. If, for valid reasons, the application cannot be so submitted, the employee attaches a memorandum to the Personnel Director explaining the delay. Otherwise, late applications are not considered.

E. The employee sends the application, in duplicate, with a copy of the current school catalog, to his/her organization unit head who forwards it to his/her Department Director. Members of the Police Force must first send this material to the Facility Police Commanding Officer who forwards it to the Superintendent of Police for approval.

V. Evaluation of Application

A. The Department Director evaluates the application in accordance with the instructions in Par. III above, and forwards both copies of form PA 1020 and the catalog, with his or her recommendation, to the Personnel Director with any additional records or information which might help in judging the application.

B. The Personnel Director makes the final determination and notifies the employee whether or not his/her application is approved by returning the duplicate. The Personnel Director may request recommendations from the Department Director having jurisdiction over the field in which the employee desires to work. The Personnel Director will also inform the employee's department of the decision with regard to the application.

C. Port Authority staff representing the legal profession and the Personnel Department review both initial and continuing applications for Law School tuition refund. A member of the Law Department interviews employees submitting both initial as well as continuing applications for Law School tuition reimbursement and makes a recommendation to the Personnel Department regarding whether reimbursement is warranted. In addition, the background and experience of those employees who will be graduating from Law School is evaluated so that job objectives and appropriate placement possibilities can be identified.

VI. Refunds

A. Tuition, registration and laboratory fees are refunded upon successful completion of the course(s), provided the applicant is still in the employ of the Port Authority. Athletic fees and expenditures for textbooks and stationery are not refunded, except when such costs are included in the total tuition costs. Each employee obtaining education refunds benefits shall be personally responsible for any Federal, State and Local taxes which may be due on account of such refund to him/her.

B. Refunds are made only on receipt of evidence of payment and of certifications of the maintenance of an overall grade average of a full "C" (or its equivalent) or better at the undergraduate level and "B" or better at the graduate level for authorized course work. However, if the employee can demonstrate that receipt of a "C" at the graduate level is an acceptable grade in his particular school, the Personnel Department, based on its review of the individual case, may authorize full tuition reimbursement. Refund will be made for a "Pass" or "Complete" grade when the policy of the school is to grade courses with a "Pass-Fail" or "Complete-Incomplete" designation. Requests for refunds should be made within one year from the completion date originally shown on the application.

C. Refund Procedure

1. The employee secures official bursar's receipts for fees paid and certifications of grades, and forwards both, attached to the duplicate copy of the application, to the Personnel Director.

   a. An employee with an advance tuition payment outstanding, secures certification of grades and forwards the certification, attached to the duplicate copy of the application to the Personnel Director. The Personnel Director then advises the Comptroller's Department of successful completion of the course, and that the obligation for the advance payment has been satisfied.

b. An employee recovering partial tuition from other sources must report the amount received from these sources and attach appropriate documents to form PA 1020, Education Refund Application at the time the form is sent to the Personnel Director to process for refund.

2. After being checked in the Personnel Department, receipts and certifications of grades are attached to the original copy of the application and forwarded to the Comptroller.

3. The Comptroller's Department returns the certifications of grades, together with the refund, to the employee, retaining the receipts and original copy of the application for its file.

4. The duplicate copy of the application, indicating completion of course(s) is filed in the employee's personnel folder.

D. Tuition will be refunded at a rate of 100% under the conditions described in Pars. A and B above, except that the refunds will not exceed $75 per credit for college undergraduate courses and $90 per credit for graduate courses.

VII. Authorization for Special Courses

An employee may apply to his Department Director for special course approval where he or she can demonstrate that special consideration should be given for pursuit of correspondence courses and/or other training which do not appropriately fall within the framework of the Education Refund Plan. If the Department Director approves, he will state his reasons in writing and process the application as described above. Final approval will be made by the Personnel Director.

EXHIBIT U

Office of the Executive Director

The Port Authority
of New York and New Jersey

PAI 40-1.01
Revised December 20, 1973

ISSUANCE AND USE OF PORT AUTHORITY PASSES

I. Introduction

This instruction sets forth the policies and procedures governing the issuance and use of Port Authority passes.

II. Passes

A. Annual Passes

Annual passes are issued to present and past Commissioners, officers, other executive staff members of the Port Authority and a limited number of officials of New Jersey and New York and of municipalities in the Port District. Annual passes are for the use of a specific individual and are not transferable. Cars carrying a passholder presenting his annual pass are permitted free passage at tunnels and bridges and use of air terminal parking lots. An annual passholder who uses an air terminal parking lot will, upon presenting his pass, sign the parking lot ticket, write the pass number thereon, and give the ticket to the lot attendant. There is no time limitation on free parking privilege.

B. Employee Passes

Port Authority photographic identification must be presented when any employee pass is used.

1. Commutation Passes

Form PA 166, Commutation Passes, are issued on request to any Port Authority employee regardless of length of service for commuting only to and from work via tunnels or bridges in his own car or one owned by any of the following:

Husband	Father	Son	Brother
Wife	Mother	Daughter	Sister

This pass is not valid for use in airport parking lots.

2. Personal Passes

a. Form PA 378, Personal Passes, are issued upon request, in accordance with the pass allowance schedule given below, to Port Authority permanent and project employees, retired employees, and employees on military leave for use at tunnels, bridges and some air terminal parking lots.

The calendar year pass allowance is:

Length of P.A. Service	Number of Books
Less than 9 months	None
9 months but less than 1 year	1
1 year but less than 7 years	4
7 years and over	5

Retired employees and employees on military leave receive the same allowance to which they would be entitled if their Port Authority service was not interrupted.

b. Use of Personal Passes is subject to the following:

(1) They are not transferable.

(2) They can be used for a motorcycle or an automobile (including attached trailer) in which the employee is riding.

(3) They are not valid in Parking Lot 6 (Pan American Roof Top) at JFKIA, and in Hourly Parking Lots A, B and C at Newark International Airport.

(4) Use of Central Terminal Area parking lots is limited to a maximum period of four hours at no charge. Employees parking beyond the four-hour limit are required to pay the regular public parking rate from the time the vehicle was initially parked. Use of the Long Term Parking Lots is limited to a maximum period of 24 hours at no charge. Employees parking beyond the 24-hour limit are required to pay the parking charges for time in excess of 24 hours, starting with first day rates. An employee who uses an airport parking lot must, on leaving the parking lot, write the parking lot ticket serial number on the personal pass, sign it, and sign the parking lot ticket before

submitting them to the parking attendant. If the parker is on official Port Authority business, he should pay the appropriate charge, ask for a receipt and submit it to the Port Authority for reimbursement.

(5) Use of Port Authority personal passes for free parking in airport public lots is a privilege for isolated instances of parking. Personal passes are not to be used to park while Port Authority employees are at their airport job.

C. Official Business Passes

Official Business Passes, form PA 430, are issued to contractors and other selected individuals who use tunnels and bridges or air terminal parking lots while making trips on Port Authority business in other than Port Authority vehicles. A pass holder who uses an airport parking lot must, upon leaving the parking lot, sign and date both the Official Business Pass (form PA 430) and the parking lot ticket, and submit both to the lot attendant. If the parker is on official Port Authority business, he should pay any charge over 24 hours based on the rate progression set forth in the Schedule of Charges, ask for a receipt and submit it for reimbursement to the Port Authority.

III. Additional Free Use of Air Terminal Parking Lots, Tunnels and Bridges

A. Free parking at air terminal parking lots is provided for:

1. Port Authority vehicles. Except for Parking Lot 6 (Pan American Roof Top) at JFKIA and Hourly Parking Lots A, B, and C at Newark International Airport, the free use of air terminal parking lots is unlimited. When a Port Authority Vehicle Pass, form PA 684, is presented for payment, the employee must sign his name and print the P.A. vehicle number on both the vehicle pass and parking lot ticket, and submit both to the parking lot attendant. If the employee cannot present a vehicle pass he must sign his name and print the P.A. vehicle number on the parking lot ticket and submit it to the parking lot attendant.

2. Vehicles carrying newsmen and photographers with press passes. (Press vehicles which park in excess of 24 hours will be required to pay the parking charges for time in excess of 24 hours, starting with first day rate. Newsmen

with proper press credentials can park in excess of 24 hours at no charge in certain designated "long-term" airport lots provided they turn in to the cashier at time of exit, written permission (Port Authority Press Parking Permit) from the Port Authority Public Affairs Department or Airport Manager. In exceeding the time limit specified in the special parking permit for the "long term" lots, newsmen are required to pay the parking charges for time parked in excess of the specified period, starting with the first day rates.) In JFKIA Parking Lot 6 free parking time is limited to the first six hours of parking; after the expiration of the first six-hour parking period, the lot 6 parking charges shall commence.

3. Vehicles carrying the following persons on official business at the air terminal:

   a. employees of public utility companies in company identified vehicles;

   b. Federal, state or municipal police officers;

   c. health, fire, building, labor or sanitation inspectors;

   d. Federal Aviation Administration, Civil Aeronautics Board, Federal Communications Commission, and the National Transportation Safety Board employees; see the paragraph below for restrictions on the use of this privilege.

   For Federal Aviation Agency employees stationed at the Federal Building, John F. Kennedy International Airport, free parking privileges are permitted in that area only, unless official duties require their presence at another air terminal or elsewhere at that Airport.

   If such official business requires parking for more than 24 hours, prior permission must be obtained from the Airport Manager, otherwise the vehicle will be required to pay parking charges for the time in excess of 24 hours, starting with the first day rate.

4. Vehicles carrying employees of lessees and permittees whose leases or permits provide for free parking.

5. Vehicles carrying or waiting for any of the following and their official parties:

   a. President and Vice President of the United States;

b. all U.S. Senators from and Governors of New York and New Jersey;

c. all U.S. Congressmen from the Port District;

d. Mayors of municipalities in which Port Authority air terminals are totally or partially located;

e. Chiefs of Staff of the Army and Air Force, the Chief of Naval Operations, the Commandant of the Marine Corps and Chiefs of Military Missions;

f. foreign Ambassadors and Consul-Generals or individuals of equivalent rank.

B. Free use of Parking Lot 6 (Pan American Roof Top) at JFKIA is not available to vehicles enumerated in Par. III, A, 1, 3 and 4.

C. Free use of tunnels and bridges is provided for:

1. Port Authority vehicles;

2. public utility vehicles providing the trip is necessary for inspection and/or repair to the crossing used;

3. police and fire equipment domiciled in the States of New York or New Jersey, providing such vehicles have permanent exterior identifying markings;

4. vehicles used in the course of an inspection tour conducted or approved by the Port Authority;

5. vehicles displaying civil defense placards and properly identified public utility equipment during official civil defense drills (provided prior notice of such tests has been received by the Port Authority) or in the event of enemy attack;

6. all ambulances other than commercial;

7. commercial towing vehicles returning from service calls on Port Authority property who use the facility are permitted free passage on the immediate return trip;

8. off-route vehicles are permitted free passage in both directions;

9. military convoys rendering aid pursuant to the terms of the New Jersey - New York Mutual Military Assistance Pact;

10. police and fire vehicles going to and from emergency calls;

11. vehicles operated by Port Authority contractors in connection with the performance of work under their Port Authority contracts.

IV. Requisitioning Passbooks

Passbooks are requisitioned from the Treasury Department in multiples of five by the organization unit head. Ticket and/or Pass Requisition and Receipt, form PA 281, is prepared in triplicate by the custodian and approved by the department head or facility manager. (See instruction on form PA 281 for distribution.)

V. Issuance of Passes

A. Annual Passes

Annual passes are in the custody of and are distributed by the Executive Director. The Executive Director furnishes a list of pass holders to the Directors of Aviation and Tunnels and Bridges for distribution to their facilities.

B. Commutation Passes

The custodian should be certain that the employee's residence and place of work require use of these passes. Passes are issued one book at a time by the custodian who checks the date the previous book was issued to control misuse. The employee inserts his/her name and the vehicle license number on the receipt (first page of book) and the vehicle license number, in ink, on the stub of the passbook. The custodian inserts the employee's name and the date issued on the receipt which is filed.

C. Personal Passes

1. Passes are issued, one book at a time, by the custodian who checks the employee's allowance and the number of books previously issued to insure that the allowance is not exceeded. The employee signs the receipt and the custodian inserts the employee's name and the date on the receipt which is filed.

2. Passes for retired employees and employees on military leave are issued by the Personnel Benefits and Activities Division, Personnel Department upon request of individuals.

3. Department Directors are authorized to increase the scheduled allowance when the need is clearly demonstrated.

D. Official Business Passes

The custodian inserts the bearer's name, date and reason for issuance on the stub. The stub remains attached to the book.

VI. General

A. Employee Leaving Port Authority Service

The organization unit head is responsible for obtaining unused passes from employees leaving the Port Authority.

B. Transferred Employee

The organization unit head is responsible for informing the new unit on form PA 1904, Transmittal of Personnel Records, of the number of form PA 378 books issued during the current year and the date the last form PA 166 book was issued.

C. Unused Passes

Employees return unused passes to the custodian when no longer needed. Unused passes are then sent to the Comptroller's Department (Audit Division) with a memorandum which includes the name of the employee to whom issued and book and coupon numbers. The Comptroller's Department destroys the passes and discards the memorandum after checking book and coupon numbers.

D. Lost Passes

An employee immediately reports lost passes to the custodian who makes a notation of the loss on the receipt (see V, B or C above). Replacement of lost passes is authorized if, in the unit head's opinion, circumstances warrant.

E. Misuse of Passes

Charges are preferred, and the employee is subject to cancellation of the pass privilege for misuse of passes.

EXHIBIT "V"

TUNNEL SYSTEMS CONTROLLER JOB TITLE PARAMETERS & SELECTION PROCEDURE

The following parameters and procedures shall govern the selection and use of the Tunnel Systems Controller (TSC) title.

1. A special eligibility list will be established to fill vacancies in the TSC position.

In order to be placed on this list an employee must have the title of Electrician or be on Electricians promotion roster. Initial applicants will be placed on this list in order of their seniority in title. Future applicants shall be added to the bottom of the list according to their date of application. Employees holding the position of Electronic Systems Specialist or Communications Equipment Specialist are eligible for TSC vacancies.

2. A back-up roster will be established through the use of a written examination. This examination will be offered to all Port Authority employees at or above the journey level of their craft.

3. The electrical experience requirement for the TSC job title will be eliminated. Job specification #2064 will be rewritten to reflect this change.

I. Selection Procedure

A. When a TSC position becomes vacant the following procedure is to be used:

1) The position shall be offered to those Electricians on the special eligible list. If this fails to produce a satisfactory candidate, then;

2) The position will be offered to those employees on the TSC promotion list.

B. An acceptable performance appraisal and successful oral interview by the receiving facility will be required as part of the selection process. A representative of the IBEU may attend the oral interview and review the performance appraisal of the prospective TSC candidate.

C. If the TSC position is filled by an Electrician, that individual's position shall be designated by an asterisk.

D. All incumbents who, prior to this agreement, held the title of Electrician shall be designated by an asterisk.

II. Tenure Requirements & Asterisk Employee Prerogatives

A. The selected TSC candidate must successfully complete a three-month training period. At the end of this period, a Review Board made up of appropriate facility supervising staff will evaluate the candidate's performance during the training period.

The results of this evaluation will be shared with the IBEW. In addition, a representative of the IBEW may be present at meetings during which the employees performance appraisal is being discussed.

B. Upon completion of the training period, the newly selected TSC will be required to remain in the position for a minimum of two years. The only exceptions to this requirement will be for promotions or retirement.

C. Upon completion of the two-year commitment, incumbents may exercise their transfer rights.

1. *TSC's shall be eligible to transfer via the Electrician's Transfer Roster and shall have remained on any such rosters, though bypassed, during the commitment period.

Upon exercising transfer rights, *TSC's shall return to the Electrician's title and applicable base rate of pay.

2. *TSC's shall be eligible to make a permanent exchange of positions with an Electrician at the same facility, with the approval of the Facility Manager. The incoming employee must meet the requirements outlined in II A & B.

Upon exercising this exchange of positions the outgoing TSC shall return to the Electricians title and applicable base rate of pay.

3. TSC's shall only be eligible to transfer to TSC vacancies.

4. All TSC's who wish to and are eligible to leave such position may, at Facility Managers reasonable discretion, be required to remain in such position until a replacement is selected and trained through these agreed upon procedures;

However, a receiving facility may not reject a transfer of a TSC because of the potential delays which may be involved as a result of the foregoing.

5. There will be no tour bidding permitted neither into nor out of the TSC position.

D. 1. The seniority of *TSC's shall be inclusive of both time as an Electrician and as a TSC, and applicable to either title.

III. Job Title Parameters

A. Work assignments for all those in the TSC position shall be as outlined in the Tunnel Systems Controller Job Specification #2064 as contained within this agreement.

B. The base rate of pay for all TSC's shall be $1.00 over the applicable Electrician's step per the attached range C-94. All special differential payments to TSC will remain unaffected.

C. Tunnel Systems Controller Job Specification #2064 last revised 3-79 and contained within the 22 Nov. 82 Agreement shall be amended as follows;

Part II, paragraph 2 — as compared to lower rated classes such as Electrician, the TSC must possess greater knowledge of the operational characteristics of tunnel electrical and mechanical systems.

Part III, item 2, delete Electricians, and insert Maintenance Personnel.

Part III, item 3, When working in a "spare" capacity, may lead and instruct maintenance personnel in the maintenance and repair of tunnel systems equipment, assist maintenance supervisors in the performance of their duties and perform tasks which does not require the use of tools or equipment, e.g., inspections, up-grading print files, distributing high tension equipment and supplies, etc. A TSC will not perform building and pump room inspections presently done by Electricians.

Except as enumerated herein, no other rights or privileges shall be implied.

EXHIBIT W

TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: July 22, 1968
SUBJECT: USE OF FACILITY PERSONNEL FILES

COPY TO: Personnel Division Managers; Employee Organization Representatives

INFORMATION BULLETIN NO. 5 (Revised)

Several questions have arisen recently regarding use of personnel files maintained at facilities. The following rules shall be observed in connection with facility personnel files:

1. Every employee should be allowed to examine his own personnel file, and copy (but not remove or borrow) material contained in the file, during reasonable hours and in the presence of a responsible management representative.
2. No unauthorized person should have access to the facility personnel file of another employee. This means that facility management is responsible for maintaining adequate security of all personnel files.

The rules enumerated above are also followed with regard to the use of personnel files which are available in the Personnel Department. These files may be examined by the employee concerned in the presence of a representative of the Personnel Director.

Edward C. Gallas
Personnel Director

EXHIBIT X

TO: All Department Directors, Division Managers and Organization Unit Heads
FROM: Edward C. Gallas
DATE: August 14, 1967
SUBJECT: EXCUSED TIME FOR EMPLOYEE ORGANIZATION REPRESENTATIVES

COPY TO: Employee Organization Presidents

INFORMATION BULLETIN NO. 23

The following policies shall apply with regard to time off for representatives of employee organizations, effective September 1, 1967. They have been revised to reflect the prevailing practices in government and industry, and to clarify the conditions under which time off is excused.

A. ACTIVITIES NORMALLY CONDUCTED DURING WORKING HOURS

1. During regularly scheduled working hours, employee representatives duly designated by employee organizations shall be allowed reasonable time away from regular duties without loss of pay:

   a. To investigate grievances and to process them at the appropriate organization level.

   b. To participate as a member of a group of employee representatives when discussing proposals with regard to salary levels and terms of employment.

2. The general standards shall be applied in the following manner and under these conditions:

   a. The Personnel Director or his designated representative, in consultation with employee groups, shall establish reasonable limits on the number of employee representatives who may be permitted to participate in each of the enumerated activities on paid working time.

   b. The Personnel Director or his designated representative, in consultation with employee groups, shall establish reasonable limits on the amount of working time that may be spent on each of the enumerated activities.

   c. Employee representatives must make the necessary arrangements with their supervisors before leaving their assigned place of work.

B. ACTIVITIES NORMALLY CONDUCTED OUTSIDE WORKING HOURS

1. Employee representatives should be permitted, during regularly scheduled working hours to take time off without pay, or the time shall be charged against negative compensatory time, or to their annual vacation allowance for the following types of activity in behalf of employee organizations and their members:

   a. Attendance at union meeting or conventions

   b. Organizing and recruitment

   c. Solicitation of members

   d. Distribution of organization pamphelts, circulars and other literature.

   Representatives must make the necessary arrangements with their supervisors in advance.

2. An employee elected or appointed to an organization office which requires him to devote all or most of his time to his organization duties should be placed on leave of absence without pay, subject to the provisions of PAI 20-3.06.

Any questions concerning the application of excused time for employee organization representatives should be directed to Mr. Bernard Schein, Manager, Operating Personnel Division.

Additional copies of this Bulletin may be obtained by calling the Administrative Division on Extension 7140.

Edward C. Gallas
Personnel Director

EXHIBIT "Y"

MEMORANDUM

TO: Facility Managers and Unit Heads
FROM: Patrick G. Caggiano
DATE: December 12, 1979
SUBJECT: ELECTRICIAN TOUR PREFERENCE BIDDING

The Memorandum of Agreement with Local Union No. 3, IBEW, includes under Article XVIII, Seniority Rights, a clause dealing with tour preference bidding. In order to ensure consistent application of this policy at all facilities, the following procedure has been developed in conjunction with representatives of the IBEW.

> At the beginning of the first pay period of the year, a seniority roster shall be posted. Employees will indicate tour preference on this roster which will remain posted until the end of the third pay period, at which time bidding is closed.
>
> A schedule indicating resulting tour prerferences shall be posted on the first Monday of the fifth pay period.
>
> The effective date of the new schedule shall be the first day of the seventh pay period.
>
> Schedule change premiums will not be incurred for schedule changes due to tour preference bidding.

In conjunction with the agreement recently reached with Local 3, those Trades Helpers (Electrical) who were formerly Electricians and have been subsequently re-appointed to that classification will receive their original seniority date as an Electrician for purposes of tour preference bidding. A list of those employees along with the seniority dates to be used for their tour preference bidding is attached for your convenience.

If you have any questions regarding this policy, please contact Dan Muscatello on extension 8095.

Patrick G. Caggiano, Manager
Operating Personnel Division

Office of the Executive Director The Port of New York Authority	Revised	PAI 20-3.05 August 3, 1967

EXCUSED ABSENCES EXHIBIT Z

I. Introduction

This instruction describes the Port Authority's policy regarding excused absences for permanent, probationary and annual employees.

II. Definition

Excused absences are any authorized absences from scheduled hours of work for which no deduction is made from the employee's compensation, and which are not attributable to vacations, holidays, sick leave, military leave, or compensatory time credited or to be earned.

III. Policy

A. All Service C Employees

Port Authority management grants time off with pay to Service C employees and identifies the absence as excused time under the following circumstances only:

1. Time necessary for involuntary participation in governmental proceedings such as jury duty, draft board examinations, Workmen's Compensation Board hearings, or appearing in court as a subpoenaed witness.

2. Time necessary for voting. Any eligible employee who desires to vote in a general election, primary election, special election or local election in the community where he resides, and who is required to work on the day of such election and whose hours of work are such that it will be difficult or impossible for him to vote, shall be granted two hours of excused time off to vote. Such time off shall be allowed only at the beginning or end of the employee's tour of duty as designated by his supervisor. However, any employee who has four or more consecutive hours before or after his working hours during which polls are open will be considered to have sufficient time to vote outside of his working hours and will not, therefore, be granted excused time.

3. Time necessary because of a death in the employee's immediate family (spouse, child, parent, brother, sister, spouse's parent, other person living in the employee's home). When more than three scheduled work days are needed, the additional time must be approved by the employee's department director. Absences in excess of five work days for any one instance require written approval by the Personnel Director, copy to the Manager, Accounting Division.

4. Time for donating to the Port Authority Blood Bank. Any employee who donates blood to the Port Authority Blood Bank during his normal work schedule is granted the rest of that working day off as excused time. Any employee who donates blood outside his normal work schedule is granted three hours of excused time, to be taken at a time mutually convenient to the employee and his supervisor.

5. One day, in connection with wedding of the employee.

6. One day, in connection with time when employee's wife gives birth.

7. One day, when employee who is head of household moves his family from one permanent residence to another.

8. Illness of spouse when pre-school or disabled child needs care, or illness of minor (pre-high school) child when employee is the only adult in the household responsible for the minor child's care (limited to a total of two paid days off per calendar year).

9. Time necessary when extreme weather or other conditions, found to be beyond the control of the employee, affects transportation to the work location resulting in a delay or absence from work, when approved by the employee's department director or deputy director. This authority may not be delegated further.

10. When early termination of normal tour is required, in order to comply with posted snow schedule assignment or to provide eight hours between termination of work and start of new work resulting from a change in schedule, excused time up to four hours is granted when authorized by the department director.

11. When early termination of work day for non-field employees is announced by the Personnel Director.

12. When overtime work in excess of five and one-half hours is performed by an employee who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four consecutive hours off before the employee starts his next normal tour. For example, if the employee works from midnight until 6 A.M. and is scheduled to work the 8 A.M. to 4 P.M. tour, he receives two hours of excused time and starts his tour at 10 A.M. CN-45 12/28/

13. Special individual situations as recommended by the department director and approved by the Personnel Director.

B. All Service B (including EXB) Employees

All Service B (including EXB) employees may receive excused time off with pay at the discretion of division or facility managers, when operating conditions permit. Such absences, when granted, should be limited to the time off reasonably required by the situation giving rise to the absence. Absences in excess of five work days for any one instance require written approval by the Personnel Director, copy to the Manager, Accounting Division.

C. All provisions of this instruction affecting police employees are administered by the Superintendent of Police through his staff or facility commanding officers (see PAI 10-11.05).

D. Service C, Clerical and Office classifications will be granted 1/2 day excused time, to be taken in combination with either the Good Friday half-holiday or the Christmas Eve half-holiday. CN 63 5/15/7

SPECIFICATION NO. 2158
DATE ORIGINALLY ISSUED 6/65
DATE REVISED: 6/80

CLASS TITLE:	Trades Helper (Electrical)
PAY PLAN:	LEVEL (RANGE C-92)
DEPARTMENT:	Various
JOB SERIES:	Facility/Maintenance

I. SUMMARY OF RESPONSIBILITIES

Under the general supervision of a Maintenance Supervisor, this class performs in a semi-skilled capacity, assisting in progressively more responsible sub-journey level work involving the installation, alteration, and maintenance of a wide variety of electrical equipment and systems, and performing other manual and semi-skilled duties relating to the electrical trade. Receives detailed verbal instructions and demonstration of proper work methods. Usually assists a journey level Electrician on the more complex functions such as repairing high voltage lines, but may work independently on basic tasks such as relamping, replacing a socket, etc.

II. RELATIONSHIPS TO OTHER CLASSES IN JOB SERIES

1. As compared to higher rated journey level classifications such as Electrician which performs skilled journey level work in the installation alteration and maintenance of a wide variety of electrical equipment and systems, the Trades Helper (Electrical) assists journey level staff and performs sub-journey level duties in a learning capacity.

2. As compared to lower rated classes such as Building and Grounds Attendant which typically performs unskilled work in sanitation, groundskeeping and maintenance, the Trades Helper (Electrical) performs semi-skilled duties assisting a journey level staff member.

III. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A. Assists Electrician in pulling cables, dismantling motors, cleaning, maintaining and installing electrical equipment, rewiring and trouble shooting.

B. Does relamping in structures and on roadways, etc.

C. Cuts, threads, and bends and installs conduit; cleans and paints control boards; drills holes, installs hangars, and cuts all types of materials.

D. Checks motors and electrical equipment, reports apparent defects to superior. Cleans, oils and greases motors.

E. Makes repairs to, or replaces fixtures, switches, sockets, etc.

F. When assigned to airports, serves as a member of the emergency crew, responding to all alerts and crash alarms, assisting the Electrician in deactivating electrical hazards and supplying emergency lighting as needed.

G. May participate in general maintenance and snow removal work including operations of heavy duty equipment.

H. Performs other related comparable electrical trade work as required.

IV. JOB REQUIREMENTS

A. Knowledge - Must have basic knowledge of safety precautions, procedures, tools, and concepts of the electrical trade and Arithmetic.

B. Ability and Skills - Must have ability to apply methods and practices of the trade; understand and follow oral and written instructions, simple sketches and Schematics; and ability to operate motor vehicles as assignment requires.

C. Physical Effort - Trades work with some heavy manual work indoors and outdoors in all kinds of weather. Work at heights from ladders, scaffolds, bucket truck and hi ranger. May work in manholes, or on poles and towers.

D. Working Conditions - Normal

E. Licenses or Specialized Training - Must possess Port Authority Driver's Certificate Card (PA 1508A) for Class III type vehicles in addition to a valid New York Class III Chauffeur's License, if a state resident, or a valid Articulated Vehicle Driver's License if a New Jersey State resident. Graduation from a standard four year high school or vocational school, or possession of a recognized high school equivalency diploma, and two years experience at novice skilled level.

SPECIFICATION NO:	2175
DATE ISSUED:	9/85
DATE REVISED:	xxx

CLASS TITLE:	Trade Helper (Electronics)
PAY PLAN/LEVEL (RANGE):	C—92
DEPARTMENT:	Engineering
JOB SERIES:	Electrical/Electronic

A. SUMMARY OF RESPONSIBILITIES:

In the series of Electronic classes, this class performs work in a learning capacity and participates in progressively more responsible work involving inspection, repair, adjustment, and servicing of electronic equipment and systems. Incumbents in the class follow an on-the-job training program preparing for journey- level competence.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to higher rated classes such as Electronics Systems Specialist or Communications Systems Specialist who uses journey-level knowledge and technical skill in working independently in the Electronics or Communications Field, the Trades Helper (Electronics) assists journey-level workers and performs duties in a learning capacity of increasing difficulty.

As compared to similar rated classes such as Trades Helper (Electrical) who performs similar semi-skilled duties while assisting journey-level Electricians, the Trades Helper (Electronics) acts in a comparable capacity, but in electronic systems maintenance.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

(The functions described below are indicative of the level and type of work performed in this classification, and incumbents in this class may perform any combination of the listed functions or related work of comparable type of difficulty.)

1. Assists an Electronics Systems Specialist or Communications Systems Specialist in performing routine and non-routine assignments such as servicing electronic equipment (computers, transmitters, video, audio and digital systems).

2. Assists Electronics Systems Specialist or Communications Systems Specialists in the cleaning and inspection of electronics equipment (P.M.'s).

3. Assists Electronics Systems Specialist or Communications Systems Specialists in inspecting, servicing, adjusting, wiring, fabricating and installing electronic equipment and systems.

4. May perform semi-skilled work with some independence as skills are acquired, but usually works with a skilled journey-level electronics specialist.

5. Performs other comparable related semi-skilled duties as required and performed by a Trade Helper (Electronics) (installation of mobile radio systems).

D. JOB REQUIREMENTS:

1. Knowledge: Must have general knowledge of electronic theory and circuitry, such as: digital audio, video and communication.

   Learn to apply methods and practices used in the maintenance and servicing of electronic systems.

2. Ability and Skills: Demonstrate mechanical ability in the use of standard tools, materials and equipment. Understand and follow oral and written instruction, including sketches and schematics. Acquire progressively more responsible on-the-job skill and knowledge.

3. Physical Effort - Considerable heavy manual work.

4. Working Conditions - Work rotating shifts in both noisy and dirty working conditions.

5. Qualifications:

   a. Education - Must possess a recognized four year high school diploma or a recognized state equivalency certificate.

   b. Experience/Training Licenses - Two years full-time semi-skilled work experience in the electronics field. Must possess a valid drivers license in either state of New York or New Jersey.

SPECIFICATION NO: 2176
DATE ISSUED/LAST REVISED- 9-65/3

CLASS TITLE:	Electronics Systems Specialist
PAY PLAN/LEVEL (RANGE):	C-94 (ESS)
DEPARTMENT:	Engineering
JOB SERIES:	Facility Maintenance

I. SUMMARY OF RESPONSIBILITIES:

Under the supervision of a maintenance supervisor, performs technical maintenance duties on a variety of electronic systems, computer systems, and associated equipment both in the main shop and at facilities.

II. RELATIONSHIP TO OTHER CLASSES IN JOB SERIES:

As compared to higher-rated classes such as Maintenance Group Foreman, the Electronics Systems Specialist is a non-supervisory classification responsible for performing highly skilled journey-level electronics work and completing his assigned task with considerable independence.

As compared to the job class of Electrician who work at a journey-level, without close supervision in many areas of electrical maintenance, the Electronics Systems specialist work in a highly specialized field involving complex electronic equipment.

III. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A. Instructs the work of electrical or electronic journey-level staff in the maintenance, repair and adjustment of varied specialized systems and equipment.

B. Participates in a program for the centralized servicing and maintenance of advanced tolls equipment, traffic signals, telephone and electronic communications equipment, detection and control devices and various other electronic and control installations.

C. Repairs, tests, inspects and installs data communications and related equipment, and participates in the major overhaul and modification of such equipment.

D. Repairs, tests, inspects and installs electronic systems and related equipment in the shop and field.

E. Participates in major overhauls and modifications of electronic systems, computerized systems, and related equipment in the shop and field.

F. Investigates failures or malfunctioning of electronic and associated electrical equipment, systems, and devices; also conducts tests, prepares reports, and recommends corrective action. Performs on-the-spot repairs when required.

G. Inspects, tests, adjusts and installs electronic systems and related electrical equipment such as solid state discrete and integrated circuits, magnetic amplifiers, relays, transformers, cables and circuit breakers using standard methods and procedures.

H. Inspects the work of contractors for adherence to plans and specifications and reports installation problems and equipment deficiencies to a superior.

I. Maintains maintenance records, makes oral and written reports of work performed which is not directly supervised.

J. Responds to emergencies and makes decisions necessary for restoring equipment and systems to service, pending permanent repairs.

K. Estimates time, materials and equipment necessary for work and is responsible for arranging that the necessary material and equipment are at the job site when needed.

L. May assist in developing suggested modifications in equipment, wiring, and schematic diagrams; may be required to estimate materials and prepare ordering information required for electronic equipment

M May lead other journey-level persons on specific assignments.

N. Performs other related Electronic Systems installation and maintenance duties as required.

IV. JOB REQUIREMENTS:

A. Knowledge: Understands thoroughly the standard practices, methods, equipment, tools, and materials used in electronic testing repair, and maintenance. Understands basic programming and microprocessor principles of operation.

B. Abilities and Skills: Interpret and work from electrical and electronic drawings, plans, diagrams and specifications and prepare rough working drawings of modifications. Repair, install and maintain a wide variety of electrical and electronic equipment. Diagnose cause of malfunctions in advanced electronic or computerized systems, using specialized electronic testing equipment. Design modificaiions of electronic equipment and systems.

C. Physical Effort: Normal trades work, some lifting, some climbing and working at high places.

D. Working Conditions: Normal trades, indoor and out, all weather.

E. Special Requirements: Must possess a Port Authority Driver's Certificate Card for Class III type vehicles. In addition, if a resident of New Jersey, a valid New Jersey Class G Auto and Articulated license, or if a resident of New York, a valid Class III Driver's License

SPECIFICATION NO.	2177
DATE ISSUED:	5/73
DATE REVISED:	5/86

CLASS TITLE:	Communications Equipment Specialist
PAY PLAN/LEVEL (RANGE):	C-94
(CES) FLSA STATUS.	Non-Exempt
DEPARTMENT:	Engineering
JOB SERIES:	Electrical– Electronic Maintenance

A. SUMMARY OF RESPONSIBILITIES:

Under the supervision of a Maintenance Group Foreman, this class is responsible for the installation and maintenance of electrical/electronic communications equipment typically located in toll booths, offices, and P.A. vehicles. Incumbents in the class normally work without direct supervision but all work is subject to review for satisfactory completion. Work is performed according to established methods and procedures, from written and/or oral instructions or from schematics, as well as engineering drawings which indicate the tasks to be performed.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the job of Electronics Systems Specialist which perform technical maintenance duties on a variety of electronic systems involving computer equipment, tolls equipment, and detection and control devices, the Communications Equipment Specialist is primarily responsible for installing and repairing communications equipment.

As compared to lower rated classification of Trades Helper (Electronics) which assists journey-level persons and performs semi-skilled duties in a learning capacity of increasing difficulty, the Communications Equipment Specialist performs skilled work requiring the repair of electronic radio and communications systems.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

(The duties listed are indicative of the level and type of work of this classification and incumbents may perform any combination of typical duties or related work of a comparable level of difficulty.)

1. Repairs, tests, inspects, installs and modifies electronic communications and related equipment including radios, closed circuit television, intercom and public address systems. Installs, erects, and maintains radio antenna and transmission line systems and a wide variety of radio and electronic equipment.

2. Works independently and participates in the major overhaul and modification of electronic communications and related equipment at the shop and in the field.

3. Maintains maintenance records, makes oral and written reports of all work which is not directly supervised and complies with rules and regulations of the Federal Communication Commission as they pertain to work done and makes entries in all necessary logs.

4. Responds to emergencies and makes decisions necessary for restoring equipment and systems to service pending permanent repairs. Responds to and makes field repairs as directed. Operates and maintains electronic field testing and repair equipment.

5. Estimates time, materials and equipment necessary for work and is responsible for assuring that the necessary material and equipment is at the job site when needed.

6. May lead and participate in carrying out maintenance and installation programs.

7. Repairs communications equipment in Port Authority helicopters and performs work in accordance with Federal Aviation Agency Rules and Regulations.

8. Performs comparable level related electronic maintenance as required.

D. JOB REQUIREMENTS

1. Knowledge: Must have extensive knowledge of the standard practices, methods, equipment, tools, and materials used in radio and electronic testing, repair and maintenance. Must be familiar with the newest electronic components, equipment and techniques. Must have a working knowledge of the Rules and Regulations of the Federal Communications Commission application to this work. Must be able to interpret and work from electrical and electronic drawings, plans, diagrams, and specifications and prepare rough working drawings of modifications. Must be familiar with mobile radio equipment and vehicle installation procedures. Must know safety precautions involving electromagnetic radiation exposure.

2. Abilities and Skills: Must be able to use small tools including power tools. Must be able to drive automotive equipment.

3. Physical Effort: Normal trades work, occasional heavy lifting, occasional climbing, and working at heights.

4. Working Conditions: Normal trades, indoor and out, all weather.

5. Qualifications:

a. Education: High School Diploma

b. Experience/Training/Licenses: Three years' work experience in the electrical or electronic maintenance field and must possess a second class Radio-Telephone License issued by the Federal Communications Commission. Must possess a valid New Jersey or New York Driver's License.

SPECIFICATION NO.	2163
DATE ISSUED:	6/52
DATE REVISED:	5/86

CLASS TITLE:	Electrician
PAY PLAN/LEVEL (RANGE)	C-94 (E)
FLSA STATUS:	Non-Exempt
DEPARTMENT:	Various
JOB SERIES:	Facility Maintenance

A. SUMMARY OF RESPONSIBILITIES

Under the direct supervision of a Maintenance Group Foreman or Maintenance Unit Supervisor, Electricians perform skilled journey level work in the installation, alteration and maintenance of a variety of electrical equipment and systems. Incumbents also perform troubleshooting activities and respond to emergencies, making repairs as necessary. Incumbents serve in a lead capacity in charge of the work of Trades Helpers, General Maintainers and other lower rated classes as workload requires.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to the higher rated Maintenance Group Foreman classification which functions as a formal supervisor, the Electrician performs skilled journey level work and serves in a level capacity with considerable independence.

As compared to the lower rated Trades Helper (Electrical) Classification, which performs semi-skilled duties in an apprentice capacity, the Electrician performs skilled journey level work requiring complete familiarity with the tools, materials, methods and procedures of the electrical trade.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

(The duties listed are indicative of the level and type of work of this classification and incumbents may perform any combination of typical duties or related work of a comparable level of difficulty).

1. Maintains and repairs a variety of electrical equipment such as treadles, registers, transformer, light and power systems, motors, batteries and battery charging equipment, alarm and control systems, street and tunnel lighting and traffic control systems, fans, telephones, and indicator systems.

2. Inspects and checks to locate and correct defects in equipment.

3. Installs conduit, cable, wiring and electrical equipment and fixtures in the alteration or extension of existing electrical systems. Runs extensions of

overhead and underground distribution systems; splices cable; installs motors, relays, protective devices, light fixtures, communications equipment and similar components of power and lighting systems, etc.

4. Estimates materials necessary for minor maintenance projects and secures them through regular channels.

5. May stand watch on rotating shifts to inspect and make emergency repairs to electrical systems, steam and refrigeration equipment, etc. Locates faults, takes prescribed emergency measures, makes repairs to maintain electric and other utility services.

6. May serve as a member of the emergency crew and respond to all alerts and crash alarms on certain assignments (airports). Duties in emergency work include operating hand lines and turrets, connecting hose lines, and assisting in rescue work under direction of Security Chief or Crew Chief. Participates in periodical fire drills and training in emergency duties.

7. May work on high tension equipment and systems.

8. May assist in snow removal operations.

9. May perform other comparable related electrical work as required.

D. JOB REQUIREMENTS

1. Knowledge - The job requires a knowledge of 1) installation, alterations and repair methods including troubleshooting procedures for electrical equipment and systems, 2) the tools and materials used in the electrical trade, 3) basic principles and theory of electricity and, 4) applicable electrical codes and safety precautions and voltage.

2. Ability and Skills - Requires the ability to 1) use tools, equipment and testing devices of the electrical trade, 2) estimate time and material requirements using standard shop computations, 3) read blueprints and rough sketches, and 4) coordinate the work of a small group of lower rated staff

3. Physical Effort - Normal trades work.

4. Working Conditions - Exposure to hazards of underground and overhead distribution systems of high voltage. May work indoors, outdoors in all types of weather and at heights.

5. Qualifications:

   a. Education: High School Diploma

b. Experience/Training/Licenses: Three years full-time paid electrical work experience and must possess a valid New Jersey or New York driver's license or on certain assignments a Port Authority Drivers Certificate Card (PA 1508A) for Class III type vehicles, in addition to a Class III Chauffeur's license if he is a New York State resident.

SPECIFICATION NO.:	2064
DATE ISSUED:	8/68
DATE REVISED:	5/86

CLASS TITLE:	Tunnel Systems Controller
PAY PLAN/LEVEL (RANGE):	C-94 (TSC)
FLSA STATUS:	Non-Exempt
DEPARTMENT:	Tunnels, Bridges and Terminals
JOB SERIES:	Facility Operations and Maintenance

A. SUMMARY OP RESPONSIBILITIES:

Under the supervision of a Maintenance Group Foreman, this class is responsible for monitoring and controlling ventilation, high tension distribution, lighting, water supply, drainage, fire prevention and detection and traffic control systems of a tunnel facility.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to higher rated class of Maintenance Group Foreman, which is a first line supervisor position, the Tunnel Systems Controller is a non-supervisory class responsible for technical monitoring and control functions of tunnel electrical and utility systems.

As compared to the job class of Electrician, which is a journey-level electrical position, the Tunnel Systems Controller must possess greater knowledge of the operational characteristics of tunnel electrical and mechanical systems.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

(The duties listed are indicative of the level and type of work of this classification and incumbents may perform any combination of typical duties or related work of' a comparable level of difficulty.)

1. Monitors tunnel systems control boards, carbon monoxide recorders, and electrical power demand meters.

2. Directs and monitors the activities of maintenance personnel performing routine and non-routine maintenance on the tunnel systems equipment.

3. When working in a "spare" capacity, may lead and instruct maintenance personnel in the maintenance and repair of tunnel systems equipment, assist maintenance supervisors in the performance of their duties and perform tasks, which does not require the use of tools or equipment, e.g., inspections, upgrading print files, distributing high tension equipment and supplies, etc. A TSC will not perform building and pump room inspections presently done by Electricians.

4. Coordinates activities of both facility and non facility personnel working in tunnels

5. Communicates supervisor's instructions to maintenance personnel during other than normal day or night shift working hours when no maintenance supervisor is on duty. In emergency situations, he may direct facility maintenance personnel, other than those normally assigned to tunnel systems maintenance to assist in such instances.

6. Adjusts ventilation patterns in accordance with indications on carbon monoxide recorders and anticipated changes in traffic volume to achieve maximum economy of power consumption consistent with optimum tunnel ventilation.

7. Controls electrical power feeders in such a manner as to take maximum advantage of differences in "demand" penalty changes and power consumption changes so as to achieve maximum economy while balancing power consumption between New York and New Jersey power companies.

8. Responds to tunnel stoppages and fire alarms, changing tunnel traffic signals, notifying emergency crews and, in case of a serious fire, summoning New York and/or New Jersey Fire Departments.

9. Maintains a continuous log of all occurrences during his tour; records all changes in status of circuit breakers, transformers, high tension switches and feeders; logs periodic readings of various recorders.

10. Prepares detailed daily reports concerning both normal and unusual occurrences, operating conditions, ventilation patterns, actions taken in emergencies and status of equipment.

11. Maintains daily record of defective equipment, equipment out of service for routine maintenance, power consumption, power demand limits, carbon monoxide levels, traffic volumes, and weather conditions.

D. JOB REQUIREMENTS:

1. Knowledge: Knows hazards and safety precautions of the electrical power supply and distribution, traffic control boards, carbon monoxide records, and security systems.

2. Abilities and Skills: Requires the ability to read blueprints and rough sketches and to coordinate the work of personnel working in tunnels

3. Physical Effort: Must not be color blind or confused.

4. Working Conditions: Restricted to the supervisory control room. In snow emergencies may be assigned to snow duty. May work rotating shifts with rotating days off.

5. QUALIFICATIONS

   a. Education: High School Diploma

   b. Experience/Training Licenses: One year full-time paid journey level work experience. Must possess a Port Authority Driver's Certificate Card for Class III type vehicles. In addition, if a resident of New Jersey, a valid New Jersey Class G Auto and Articulated License, or if a resident of New York, a valid Class III Drivers License.

FEB 13 1986

THE PORT AUTHORITY OF NY & NJ

Memorandum

To: Stephen Ferraro, Chairman, IBEW Local Union #3-PA

From: Alan Rhome

Date: January 29, 1986

Subject: SEMAC-NEW EMPLOYEE INDOCTRINATION

Reference:

Copy To: Messrs. J. Caputo, D. Darcy, R. Dokus, J. Gemellaro, C. Rosenkranz, R. Spehalski, C. Zingaro, File

Return To	Date	Notes By	Da
Return To			

Confirming our January 27th conversation on the referenced subject, all new SEMAC electricians are informed by the General Maintenance Supervisor (Ron Spehalski) that their respective duties and job locations can vary from day to day, and even state (N.Y.) to state (N.J.).

However, SEMAC does make an honest effort to locate employees on jobs that are in the state of their permanent residence. If an employee who resides in New York requests work in New Jersey (and vice-versa), we will accomodate his wishes, wherever possible.

As I stated at our meeting let's keep the lines of communication open and I feel that we could arrive at a mutually acceptable solution to whatever problem arises.

Alan Rhome

Alan Rhome
Superintendent
Staff Engineering Maintenance
And Construction (SEMAC)

AR/bc

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
LABOR RELATIONS DEPARTMENT
3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102
(973) 792-3580
(973) 792-3596 FAX

May 27, 2003

Mr. Joseph Bechtold
Business Representative
International Brotherhood of
Electrical Workers
158-11 Harry Van Arsdale Jr. Avenue
Flushing, New York 11365

Dear Mr. Bechtold:

This letter will memorialize the agreement between the Local Union No. 3, International Brotherhood of Electrical Workers ("IBEW") and The Port Authority of New York and New Jersey ("Port Authority") whereby The Port Authority agrees to pay the IBEW $10,000 annually, to be used by the IBEW to defray union business expenses. Payments will be made ~~in January of~~ each year. (To be paid in two installments January & June)

Please indicate your agreement on behalf of the IBEW by signing both originals of this letter and returning one to me.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

AGREED:

Joseph Bechtold
Business Representative, IBEW Local #3

Richard Gonzalo
Chairman, Port Authority Division, IBEW Local #3

THE PORT AUTHORITY OF NY & NJ

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Paul D. Segalini
Director
Labor Relations Department

AGREED:

Joseph Bechtold
Business Representative, IBEW Local #3

Richard Gonzalo
Chairman, Port Authority Division, IBEW Local #3

Memorandum of Agreement

Between

The Port Authority
of New York and New Jersey

and

International Union
of Operating Engineers, AFL-CIO
Local 15, Local 30, and Local 68

March 4, 2002 – October 3, 2006

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MEMORANDUM OF AGREEMENT executed this 18th day of December, 2003, between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the "Port Authority") and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, LOCAL 15, LOCAL 30, AND LOCAL 68** (collectively the "Union" or "IUOE");

WHEREAS, the IUOE is the recognized representative of all Port Authority employees in the position classification listed on Exhibit "A" attached hereto (the "covered membership"); and

WHEREAS, the Port Authority has, in response to proposals made by the IUOE, determined to make changes in respect to the covered membership's wages, benefits, and other terms and conditions of employment; and

WHEREAS, this Memorandum of Agreement is entered into pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I. SALARIES AND SALARY RANGES

Effective March 4, 2002, March 4, 2003, March 4, 2004, and March 4, 2005, the salary ranges of the covered membership will be as shown on the schedules attached hereto as Exhibits "B-1" and "B-2".

The Port Authority agrees to re-enforce its present practice concerning the prompt payment to employees in the covered membership of any monies due from in grade increases, promotions, etc. In the event payment is not received within a reasonable period of time (two pay periods), the employee may appeal to his/her supervisor to expedite payment. In the event payment is not forthcoming, the employee may appeal to the Labor Relations Manager, Labor Relations Department, to seek final resolution.

ARTICLE II. SHIFT DIFFERENTIALS

Shift differentials shall be as set forth in Exhibit C attached hereto. No shift differential payments will be earned, or paid, for hours worked during day tours on weekdays.

During the term of this Memorandum of Agreement, the Port Authority will not pay shift differentials for any hours for which an employee is compensated at overtime rates, except as provided by applicable law.

ARTICLE III. SERVICE INCENTIVE

Effective during the term of this Memorandum of Agreement, employees with fifteen years of Port Authority service will receive a longevity payment of 1.5% of base salary payable in bi-weekly installments; employees with twenty years will receive 2.5%; and, employees with twenty-five years of service will receive 4.0%.

ARTICLE IV. HEALTH BENEFITS

During the term of this Memorandum of Agreement, the Port Authority will provide and/or make available health benefits as set forth below:

A. All employees hired into the covered membership after the date of the execution of this Memorandum of Agreement may, at no cost to the employee, elect to enroll only in -

The Point-of-Service/ Preferred Provider Organization (currently United Health Care) made available by the Port Authority or;

A **Health Maintenance Organization** as set forth in paragraph E, below.

B. Employees in the covered membership as of the execution of this Memorandum of Agreement may elect to enroll in -

The **Point-of-Service/ Preferred Provider Organization** (currently United Health Care) made available by the Port Authority at no cost to the employee, or;

A **Health Maintenance Organization** as set forth in paragraph E below at no cost to the employee, or;

Elect to remain in the traditional **Indemnity Plan**. However, those employees in the covered membership who elect to remain in the traditional Indemnity Plan shall be required to annually contribute an amount dependent upon the type of Indemnity Plan coverage they have chosen. The employee contribution will be under the same conditions as management employees. As of the date of the execution of this Memorandum of Agreement that employee contribution is $2,860 annually ($110 bi-weekly) for employees who select individual coverage or $4,758 annually ($183 bi-weekly) for employees who select family coverage. The following additional provisions shall apply to employees in the covered membership who select coverage under the Indemnity Plan:

1. A "pre-tax option" will be available.

2. The Port Authority will provide payment of 'reasonable and customary' surgical fees incurred by such employees.

3. The Port Authority will provide for out-patient hospital care for sudden and serious illness and blood handling charges for all such active employees.

4. Dependent children of such active employees over age 19 will be covered under the Group Health Benefits of Indemnity Plan to the extent permitted by the group insurance contracts and policies. Such coverage will be paid by the Port Authority.

5. The Port Authority will provide basic hospital medical coverage for alcoholism rehabilitation.

6. The Port Authority will provide hospital coverage for nursery care.

7. The Port Authority will provide major medical coverage for speech therapy as defined in the current Prudential Major Medical Group Health contract.

8. The Port Authority will provide coverage for hospital in-patient diagnostic treatment.

9. Such employees who select the Indemnity Plan shall be subject to an annual deductible under the major medical coverage provisions of the Indemnity Plan. Such deductible will be $50.00 per person and $100.00 per family. Covered major medical expenditures in excess of $5,000 in a calendar year will be reimbursed 100%.

C. The IUOE may, at its option, continue additional coverage member locals have heretofore elected. The IUOE, or any of its member locals may, at its option, elect additional health insurance coverage for its members and provide for a salary deduction

for such additional coverage to be paid to the insurance carrier of its choice, provided that the carrier is licensed to do business in the State of New York.

D. Management Plan

1) During the term of this Agreement, employees in the covered membership will receive the benefits that are provided to Port Authority management employees ("Management Plan benefits"). As of the date of execution of this Memorandum of Agreement, those benefits are: the Prescription Drug Plan, and mental and nervous illness coverage. These Management Plan benefits will be made available to employees in the covered membership under the same terms currently provided for Port Authority management employees.

2) Future modifications made to the Management Plan benefits including a Vision Plan and a "Living Options" benefit will automatically apply to employees in the covered membership under the terms then available to Port Authority management employees so long as there is no diminution of said benefits.

E. Current employees in the covered membership shall be permitted to select the HMO options in effect for and on the same basis as Port Authority managerial and professional employees.

F. Effective August 13, 1992, the Port Authority increased the individual major medical lifetime maximum allowance to $1,000,000. Employees in the covered membership who retire on or after August 13, 1992, and their eligible dependents, will have an individual maximum benefit of $50,000 or the remainder of the $1,000,000 benefit provided while an active employee, whichever is greater.

G. Retired Employees:

Effective March 3, 2001, employees in the covered membership who thereafter retire shall take into retirement the health, dental and life insurance benefits coverage available to them at the time of their retirement. Notwithstanding the foregoing, employees in the covered membership with less than twenty-five (25) years of service will contribute 50% of the cost of those plans. Employees in the covered membership

who retire with twenty-five (25) or more years of service and who have chosen to remain in the Indemnity Plan will not be required to contribute towards its cost. For employees who retire and opt for health coverage under one of the HMO's Point of Service or Preferred Provider Organization plans, no contribution for health benefits will be required regardless of length of Port Authority service.

ARTICLE V. DENTAL BENEFITS

A. During the term of this Memorandum of Agreement, the Port Authority will pay for active employees in the covered membership and their eligible dependents, the costs established by the carrier of the Port Authority Group Dental Benefits Plan applicable to such employees and their dependents, including any increases for the present levels of coverage.

B. Effective October 12, 2003, the Port Authority will provide Group Dental Insurance to active employees in the covered membership identical to the Group Dental Insurance currently in effect for such Port Authority management employees hired prior to January 1, 2001. Employees in the covered membership hired on or after October 12, 2003 will receive the Group Dental Insurance that became effective January 1, 2001 for management employees which Group Dental Insurance includes a $2,000 per year maximum benefit per person.

C. During the term of this Memorandum of Agreement, active employees in the covered membership will be eligible to enroll in the Dent-Care Plan currently available to Port Authority managerial employees on the same terms and on the same basis as such managerial employees.

D. During the term of this Memorandum of Agreement, active employees in the covered membership shall be permitted to carry into retirement the Port Authority Group Dental Plan, with the retiree paying the cost thereof.

ARTICLE VI. LIFE INSURANCE

A. During the term of this Memorandum of Agreement, the Port Authority will pay for each active insured employee in the covered membership hired prior to October 6, 1994, the full premium costs of Port Authority Group Term Life Insurance coverage applicable to such employee in an amount equal to three times the employee's base annual salary. Employees hired into the covered membership on or after October 6,1994, will have the Port Authority Group Term Life Insurance coverage in an amount equal to one time the employee's base annual salary, with the option to purchase an additional one or two times the employee's base annual salary at the employee's expense.

B. The term "base annual salary" as used in this section VI shall mean the base salary of an employee in the covered membership during the term of this Memorandum of Agreement adjusted to the next highest multiple of $1,000. With each base salary change for an employee who has maximum coverage under the group policy, group term life insurance coverage will be appropriately adjusted.

C. During the term of this Memorandum of Agreement the Port Authority will assume the premium costs of, and provide $20,000 of paid life insurance at age 65 to those active employees in the covered membership who participate in the Insurance Continuation Plan.

ARTICLE VII. BENEFITS FACT SHEETS

Once each year, employees will be provided with a benefits profile. A representative of the Human Resources Department who is knowledgeable in employee benefits will be available to meet with each local union representative to insure their understanding of the Port Authority benefits.

ARTICLE VIII. NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM

World War II Service Benefits - The Port Authority has elected to provide to eligible employees in the covered membership the benefits for World War II service as set forth in subdivision k of Section 41 of the New York Retirement and Social Security Law.

Career Retirement Plan - The Port Authority has elected to provide its eligible employees the "Improved Career Retirement Plan for Employees of Participating Employers" established by Section 75-I of the New York Retirement and Social Security Law.

ARTICLE IX. LONG-TERM DISABILITY

Effective October 6, 1994, employees in the covered membership with more than one year of Port Authority service will be covered under the Port Authority's Long-Term Disability Program. Under this program, a covered employee who is permanently disabled due to a non-job connected illness or injury is eligible to receive up to 60% of his/her annual base pay to age 65 from a combination of sources, including any New York State and Local Employees Retirement System Ordinary Disability and Social Security Act benefits (and any other relevant payments), with the difference up to the 60% maximum (but not more than 50% of base salary) to be provided by the Port Authority.

ARTICLE X. SENIORITY AND TRANSFERS

During the term of this Memorandum of Agreement, shop stewards will be entitled to first choice on vacations and work schedules or tours as vacancies occur.

The current procedures for the submission of transfers will remain in effect, except that each individual local will be permitted to administer its own transfer list if it wishes to do so by requesting so in writing to the Manager, Employment Division, with a copy to the Labor Relations Manager, Labor Relations Department. The present procedures for

the submission of transfers will remain in effect, except that the provision that an employee may, after being assigned to and actually working at a facility, submit a transfer application after one day of service at the facility.

The existing stock-keeper transfer system will not be modified unless the action described in 2 above is initiated. For the purpose of this procedure, stock-keepers holding permanent assignments will be considered as permanent at their current locations.

ARTICLE XI. PROVISIONAL APPOINTMENTS

A. Any excess position that is filled either consecutively or cumulatively for eighteen months will either be filled permanently or discontinued thirty days thereafter. The Manager, Employment Division, will review all excess positions within twelve months after any such position was filled on a provisional basis.

B. Temporary General Maintainers:

1) All Temporary General Maintainers are hired at appropriate salary step and with full health, life insurance, and dental benefits.

2) Temporary GM's who accrue six (6) months of continuous service following the date of execution of the Memorandum of Agreement will be designated "Provisional" and will become members of the covered membership and will be eligible for benefits under the Memorandum of Agreement, except retirement benefits.

3) Temporary GM's who have been on staff for six (6) months or more (inclusive of continuous service preceding execution of this Memorandum of Agreement) will receive time off benefits.

4) Following the date of the execution of this Memorandum of Agreement, Temporary GM's will receive priority over all non-bargaining unit employees for placement for permanent GM positions based upon their seniority as Temporary GM.

5) All Provisional GM's on staff for one (1) year following the date of execution of this Memorandum of Agreement will be converted to permanent employee status or their employment will be terminated and such termination shall not be subject to the disciplinary procedure herein

provided. Only disputes alleging an improper crediting of seniority status may be subject to the grievance/arbitration procedure.

6) Service as a Provisional GM will be credited toward satisfaction of the probationary period.

C. At the request of a IUOE Business Agent, the Labor Relations Manager of the Labor Relations Department will meet to review, quarterly, provisional assignments to insure that appropriate Port Authority policies and procedures are being followed with respect to said provisional assignments.

ARTICLE XII. SUBSTITUTION

During the term of this Memorandum of Agreement, substitution time for employees in the covered membership will be a maximum of thirty cumulative days throughout the year. Employees substituting in excess of thirty days will be paid for such days, commencing on the thirty-first day, at the rate applicable to employees in the class worked.

ARTICLE XIII. MUTUAL SWAPS

During the term of this Memorandum of Agreement, Power Plant personnel within the same title shall have the option to work two consecutive shifts (16 hours) for the purpose of completing a mutual swap. This will be allowed to the extent permitted by law, provided such mutual swaps are limited to two exchanges per employee per month, excluding emergencies, with the limitation counting against the initiator of the swap. Once mutual swaps are approved, the swap becomes part of the employees' schedule and they are responsible for completing the agreed-to swap.

ARTICLE XIV. OVERTIME

A. The overtime policy and procedure will be as set forth in Exhibit "D" attached hereto.

B. Periodic manpower studies will be conducted to determine whether incumbents in a particular job classification are in the main performing functions within that

specification. General Maintainer project employees will be assigned to the bottom of the General Maintainer overtime roster and will share in overtime assignments only when permanent employees are not available.

C. IUOE Shop Stewards shall be given access to overtime equalization charts for employees in the covered membership within 24 hours (one business day) of a request to facility management.

D. Compensatory Time - during the term of the Agreement, the maximum number of overtime hours that can be banked shall be limited to 160 hours. The only hours that may be banked are those hours actually worked in excess of 40 hours work in a workweek (*i.e.*, Fair Labor Standards Act overtime hours). Employees may elect on a weekly basis to bank FLSA overtime hours in their compensatory time bank. Employees shall also have the option to cash in all or part of their compensatory time bank at stated times during each quarter of the calendar year.

E. Effective as of the date of the execution of this Memorandum of Agreement, sixteen (16) hours of compensatory time per calendar year may be converted to personal excused time. Employees may request this personal time off for reasons of their own personal choice, for example, Good Friday, Yom Kippur, employee birthday, wedding anniversary, etc., and the request will not be unreasonably denied. Supervisors will make every reasonable attempt to grant personal excused time when requested.

F. Effective as of the date the signing of the Agreement, facility management, shall, on Wednesday mornings, post in the designated shop area the updated overtime rosters. The rosters shall include all overtime hours worked and refused. A copy of the rosters shall be provided to the IUOE Shop Steward at the same time.

G. No requests for personal excused time will be granted on Port Authority holidays as listed in the Holiday PAI (20-3.02) dated 6/7/71, without the prior approval of the employee's supervisor, unless due to a verified personal emergency.

ARTICLE XV. GRIEVANCE PROCEDURE

The grievance procedure outlined in Exhibit "E" attached hereto will be applicable to employees in the covered membership.

ARTICLE XVI. VACATION ALLOWANCE

A. During the term of this Memorandum of Agreement, vacation policies and procedures for employees in the covered membership shall be in accordance with PAI 20-3.01, Vacations, dated October 17, 1974, attached hereto as Exhibit "F". Effective as of the date of the execution of this Memorandum of Agreement, employees will be permitted, subject to the approval of facility management to schedule current year vacation into the succeeding year when the start of a vacation period overlaps into the succeeding year. For example, if approved by facility management, an employee would be permitted to take 2002 vacation during the last pay period of 2002 even if some of the days overlap into calendar year 2003.

B. During the term of this Agreement, vacation allowances for employees in the covered membership shall be in accordance with the schedule of vacation allowances attached hereto as Exhibit "G".

C. Employees in the covered membership may be scheduled for a single day vacation so long as reasonable notice is given prior to the day that such single day vacation is sought and such employee's supervisor agrees to such day.

ARTICLE XVII. EXCUSED ABSENCES

During the term of this Memorandum of Agreement up to December 31, 1994, each employee in the covered membership will be entitled to receive up to a total of two (2) days of personal excused time during each full calendar year. Excused time other than personal excused time will only be granted for death in family, time off to vote, jury duty or other subpoena, and military leave. An employee requesting personal excused time should give as much notice as possible in order to avoid scheduling conflicts.

Requests by an employee for personal time shall not be unreasonably denied. Effective January 1, 1995, each employee in the covered membership will be entitled to receive up to a total of three (3) days of personal excused time during each full calendar year.

ARTICLE XVIII. HOLIDAYS

A. Effective as of the date of the execution of this Memorandum of Agreement, an employee in the covered membership who works on a Port Authority holiday as part of his normal schedule will be given the option of receiving payment at time and one-half, or payment of one-half time plus a substitute day off, selected by the employee and approved by his/her supervisor.

B. During the term of this Memorandum of Agreement, employees in the covered membership will be granted the day after Thanksgiving as a holiday instead of Election Day.

C. Effective January 1993, employees in the covered membership will have Martin Luther King Day as an additional holiday.

ARTICLE XIX. SICK ABSENCE

A. Except as provided in paragraph B, below, during the term of this Memorandum of Agreement, the Sick Absence Control Program described in Exhibit "H" attached hereto shall apply to employees in the covered membership. Absence due to verifiable out-patient surgery where no hospitalization is involved, but post-operative recuperation is required, will be excluded in computing "points" thereunder.

B. The following shall apply to employees hired into the covered membership after October 6, 1994:

1) Employees hired into the covered membership after October 6, 1994 will accrue sick leave of ten days per year.

2) Unused sick leave will be accumulated in a bank. If an employee during his/her first year in the sick bank plan, experiences a catastrophic illness thereby exhausting banked sick days, an extension of sick leave days beyond regular banked allowances can be requested in writing by the appropriate IUOE Business Agent to the Labor Relations Manager of the Labor Relations Department, for a final written determination. Employees in the sick bank plan who retire from Port Authority service in good standing after October 6, 1994, may receive $30 per day for each unused sick day accumulated in their sick bank to a maximum of $1,500, provided that a minimum of fifteen days have accumulated in said sick bank and only those existing unused sick days in excess of said fifteen days shall be compensable.

3) Effective as of the date of the execution of this Memorandum of Agreement, all employees who were hired into the covered membership on or after October 6, 1994 who use no more than fifteen (15) days of sick leave in a three (3) consecutive year period shall automatically convert to the schedule of allowance coverage, as outlined in Exhibit H of the contract.

C. A recurring sick absence attributable to an IOD when the employee's return to work was "conditionally approved" by the Port Authority Office of Medical Services will not be subjected to the "seven work days" rule and will not be included in computing sick absence control program points. In computing points, sick absences resulting in hospitalization and sick absences caused and directly related to an IOD shall also be excluded.

ARTICLE XX. LEAD PAY

During the term of this Memorandum of Agreement, an employee in the covered membership required to work in a lead capacity will receive lead pay differential as a per day rate of 5% of base hourly pay as set forth in Exhibit "B".

For the purpose of this section, "lead capacity" will be as described in Information Bulletin No. 28 (Revised), dated June 14, 1971, attached hereto as Exhibit "I", except that the individuals subject to the direct supervision of the lead employee need not be Port

Authority employees in order for an employee to be designated in a lead capacity. For example, an employee can qualify for lead pay when leading employees of a contractor so long as all of the following criteria, along with those set forth in Exhibit I, are met: the employee must be assigned to the job by a Port Authority supervisor; the job must involve direct supervision of the non-employees; and, the employee must sign off on the work performed by the non-employees.

During the term of this Memorandum of Agreement, employees holding positions in the Gardener (Range 83) and Senior Stock keeper (Range 82) classes will be eligible for lead pay.

ARTICLE XXI. HEIGHT PAY

All work performed during any day in hoisting devices or fixed scaffolding in excess of eighteen (18) feet will qualify for a height pay differential of $1.00 per day.

ARTICLE XXII. PAST PRACTICE - PROTECTION OF EXISTING TERMS AND CONDITIONS OF EMPLOYMENT

A. Unless a contrary intent is specifically expressed in this Memorandum of Agreement, all practices, procedures and policies governing existing terms and conditions of employment of employees in the covered membership which are not specifically enumerated or set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of execution of this Memorandum of Agreement and, during the term of this Memorandum of Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, statute or otherwise and governing an existing term and condition of employment shall not be limited, restricted, impaired, removed or abolished unilaterally.

B. A charge or complaint that the Port Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term and condition of employment which is not specifically enumerated or set forth in this Memorandum of Agreement shall not be subject to or processed through the grievance procedure referred to in Article XV of this Memorandum of Agreement.

ARTICLE XXIII. SAFETY SHOE ALLOWANCE

Effective January 1, 1998, each employee in the covered membership may receive a maximum of $150.00 per annum for the purchase of one or more pairs of safety shoes. Employees who receive payment for the purchase of safety shoes are required to wear their shoes while performing their duties.

Safety shoes damaged beyond repair in the course of employment without fault of the employee shall be replaced by reinstatement of the employee's shoe allowance for the year wherein the damage occurs. A written statement must be submitted by the employee to his/her immediate supervisor explaining the circumstances which caused the damage. The immediate supervisor will make the final determination on whether to re-instate the shoe allowance.

ARTICLE XXIV. ROTATING WORK SCHEDULES

A. Employees in rotating schedules will receive one 30-minute meal break within the work tour. Such meal break should commence and end between the third and fifth hours of such tour.

B. The Port Authority has issued Attachment "A" to PAI 20-3.07 dated May 23, 1972, attached hereto as Exhibit "J", describing the proper use of the relief man in a rotating work schedule.

C. Whenever management changes a work schedule and that change necessitates a change in scheduled Regular Days Off ("RDO"), the rescheduled RDO's will be consecutive, that is, "back to back."

ARTICLE XXV. WASH UP TIME

The present practice concerning time allotted for wash up and putting tools away will be continued.

ARTICLE XXVI. SAFETY

A. The Port Authority will communicate to field supervisors concerning appropriate precautionary steps to be taken during adverse weather conditions. In addition, whenever crews are exposed to high levels of noxious fumes and consideration of safety is involved, the Risk Management Division will be notified. Inspection will be made and action will be taken as appropriate.

B. Safety committees are to be instituted at each facility to be composed of a representative of the Facility Manager and a designee of the IUOE appointed by the IUOE Business Representative. These committees are to meet on an as-needed basis and report their findings to the Facility Manager or his/her designee for appropriate action. The IUOE Business Representative shall also appoint a designee to Labor/Management Committees on an as-needed basis.

C. During the term of the Agreement, a designated union official will be able to meet with and be briefed by a member of the Port Authority's Asbestos Program unit. Requests must be in writing and directed to the Labor Relations Manager, Labor Relations Department.

D. Effective October 6, 1994, employees must adhere to the safety precautions listed on the MMIS work order routines.

ARTICLE XXVII. SNOW REMOVAL ASSIGNMENTS

Snow removal assignments will be initially made to General Maintainers. If additional forces are required, other maintenance personnel may be used. Snow melters will not be part of the General Maintenance Snow Removal Program. Shop Stewards shall be notified of all snow alerts and receive copies of lists being used for alert coverage.

ARTICLE XXVIII. TRAFFIC DIVIDERS AND SAFETY CONES

All cones, delineations, flexitrons will be painted by General Maintainers, Painters, or Trades Helpers (Painting).

The placement and removal of safety cones used in connection with any maintenance function that is performed by employees in the covered membership will be performed by IUOE maintenance personnel. In the event outside contractors performing work for the Port Authority on Port Authority property are not required by their own contract to place and remove their own safety cones, IUOE maintenance personnel, if present, will perform such function. Where safety cones are used for purposes other than maintenance, such as traffic dividers, the placement and removal of such cones will be performed by individuals other than employees in the covered membership.

ARTICLE XXIX. DEFINITION OF EMERGENCIES

An emergency situation may exist under any of the following circumstances: a) failure of essential equipment or systems where there is urgency to restore essential services or systems; or b) conditions resulting from accidents, floods, fires, natural disasters, or other similar situations; or c) public functions, VIP arrivals and departures, occasions when crowds may gather or other unusual events, or d) threatened or actual adverse weather conditions; or e) any other situation which in the judgment of the authorized person declaring an emergency may affect public service, public safety or may endanger persons or property.

ARTICLE XXX. PORTAL TO PORTAL INSURANCE

If an employee is directed by his supervisor to report outside of his normally scheduled tour and if public transportation is not available and such employee utilizes his own vehicle, such authorized call-in will be considered authorization for the use of his personal vehicle, as defined in PAI 15-3.05, dated March 28, 1977 and revised December 31, 1979, attached hereto as Exhibit "K".

ARTICLE XXXI. MILEAGE ALLOWANCE

Mileage allowances shall continue to be paid in accordance with the policies set forth in PAI 15-3.05, dated March 28,1977 and revised December 31, 1979 for Service C (non-police) field employees. In addition, any increases in the mileage reimbursement rate pursuant to PAI 15-3.05 in excess of 20 cents per mile after the execution of this Memorandum of Agreement shall apply to employees in the covered membership.

ARTICLE XXXII. EDUCATION REFUND

A. During the term of this Memorandum of Agreement, employees shall be entitled to the current management tuition reimbursement rate which, as of the date of the execution of this Memorandum of Agreement, is 80% or $125.00 per credit (Undergraduate) or $140 per credit (Graduate), whichever is greater.

B. The tuition reimbursement program shall include all certified and accredited trade-related training and apprenticeship programs including training offered by IUOE Locals 15, 30, & 68. Trade-related shall mean matters within the scope of jobs represented in the IUOE.

C. "Trade-Related" training and apprenticeship courses must be pre-approved by management. The Port Authority will reimburse for approved trade-related courses including related books and manuals.

ARTICLE XXXIII. CRAFT LICENSES

Employees in possession of craft licenses that are required by the Port Authority in higher classifications of job family progression shall be reimbursed for the cost of obtaining and renewing same.

Effective upon signing of the new agreement, all employees who possess the following license or certification shall receive an annual stipend of $500.

Pesticide License
Haz-Mat Certification

ARTICLE XXXIV. PRESCRIBED SAFETY EYEWEAR

Effective upon the date of the execution of this Memorandum of Agreement, reimbursement for the purchase of prescribed safety eyewear as described in PAI 20-4.01, Uniform Allowances, revised January 14, 1974, shall be increased to $200 per annum.

ARTICLE XXXV. PROMOTION/TRANSFER ROSTERS

A. Upon request by the IUOE, a copy of any current IUOE promotion eligible list or transfer list will be provided to the appropriate representative of the IUOE.

B. During the term of the Agreement, the Port Authority will notify the local union whenever a test is given which covers its members.

C. Employees hired into the covered membership shall after the date of execution of this Memorandum of Agreement be required to complete one (1) year of service and/or their probationary period before they are eligible to submit a transfer request.

D. In order to improve efficiency and streamline placement from promotion and transfer rosters, electronic mail, direct contact with the employee at work, after-hours telephone calls to the employee at home, and notification to the appropriate IUOE Business Representative may be used by The Port Authority in order to solicit a timely employee response to a transfer opportunity and to expedite the processing of the transfer list.

E. Transfer lists shall not automatically expire.

ARTICLE XXXVI. EMPLOYMENT SECURITY

The Port Authority intends to continue its present practices with respect to employee job security and career service. In the event, however, the Port Authority determines that changed circumstances make it desirable to alter any such practice, or practices, including, but not limited to, the utilization of contract services, such practices may be altered and, as altered, implemented by the Port Authority after notifying the IUOE and giving the appropriate Business Representative a reasonable amount of time to meet and confer with the Port Authority for the purpose of discussing possible options and alternatives, prior to implementation.

ARTICLE XXXVII. DISCIPLINE

As of the date of the execution of this Memorandum of Agreement, the Disciplinary Procedure described in Exhibit "L" attached hereto will be applicable to employees in the covered membership.

If a letter of reprimand has not been used as a basis for disciplinary action within one year from the date of such letter, such letter shall be removed from the employee's personnel folder, unless during such period related reprimands have been placed in the employee's folder. All letters of reprimand must be either initialed by the employee, or, if such employee refuses to so initial, such refusal shall be duly noted.

ARTICLE XXXVIII. DISTRIBUTION OF PAI's, OPI's, AND INFORMATION BULLETINS

The Port Authority will provide copies of all PAI's, OPI's, or Information Bulletins that may affect the operation of this Memorandum of Agreement to the Business Agents and shop stewards of the IUOE; provided, that nothing herein shall be deemed to preclude implementation of the provisions of any such instruction or bulletin which are not inconsistent with this Memorandum of Agreement. In addition, promotion bulletins will be sent to all shop stewards and to the Business Agents of the IUOE.

ARTICLE XXXIX. PROCEDURE AND POLICY CHANGES AND INTENT

The Port Authority may enforce, modify or cancel any PAI, OPI, Information Bulletin or take any other action not precluded by federal or state law in connection with Port Authority administration and operations, provided that if any such action is inconsistent with any provision of this Memorandum of Agreement, the provisions of this Memorandum shall control.

Unless a contrary intent is specifically expressed in this Memorandum of Agreement nothing herein shall be deemed to affect, in any way, or restrict modification of, any benefit, right, duty, obligation, liability or other thing which each member may now or hereafter have pursuant to rules and regulations or other instructions or directive hereto or hereafter established or promulgated by the Port Authority, and the IUOE affirms that any such rules and regulations or other instructions or directives affecting the covered membership heretofore or hereafter established or promulgated shall be fully operative to said membership.

ARTICLE XL. MEMBERSHIP DUES AND REPRESENTATION FEE

A. Membership Dues: During the term of this Memorandum of Agreement, all employees in the covered membership who are members of the IUOE (hereinafter called "members") shall have deducted from their wages or salaries and forwarded to the appropriate locals of the IUOE, membership dues upon the conditions and in a manner and amount as provided below.

B. Membership Notices: No later than February 1, of each year during the term of this Memorandum of Agreement, the IUOE shall notify the Port Authority in writing of the names of all members. In addition, during the term of this Memorandum of Agreement, the IUOE shall notify the Port Authority in writing of the name of each member who joins the IUOE.

C. Membership Dues Deductions:

1) The membership dues shall be deducted from members' salaries in equal bi- weekly installments. The total amount of membership dues so

deducted shall be transmitted to the appropriate locals of the IUOE within thirty (30) days after each bi-weekly deduction.

2) Membership dues deductions from the wages or salary of any member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the member's placement in or re-entry into a position classification covered by this Memorandum of Agreement, provided that the Port Authority has received from the IUOE the written notice of employee's membership in the IUOE as required by this Section.

3) If, during the terms of this Memorandum of Agreement, an employee in the covered membership by written notification directs the Port Authority (with a copy to the IUOE) to cease membership dues deductions from his or her wages or salary, the Port Authority shall cease such deductions and commence deducting the representation fee appropriate under this Section within two standard pay periods.

D. Representation Fee:

1) Representation Fee: During the term of this Memorandum of Agreement, all employees in the covered membership who are not members of the IUOE (hereinafter called "non- members") shall have deducted from their wages or salaries and forwarded to the appropriate locals of the IUOE, a representation fee in a manner and in an amount as provided below.

2) Representation Fee Amount: At least two standard pay periods before any subsequent modification to the representation fee to be deducted, the IUOE shall notify the Port Authority in writing of the representation fee sum to be deducted from non-members' wages and salaries, but in no event shall such fee exceed 85% of the membership dues of the IUOE. Any change in the amount of the representation fee to be deducted shall be made upon written notification by the IUOE to the Port Authority.

3) Representation Fee Deductions: The representation fee shall be deducted from non-members' salaries in equal bi- weekly installments. The total amount of representation fees so deducted shall be transmitted to the appropriate local of the IUOE within thirty (30) days after each bi-weekly deduction along with the membership dues deducted pursuant to this Section.

4) Representation fee deductions from the wages or salary of any non-member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the non-member's placement in or re-entry into a position classification covered by this Memorandum of Agreement.

E. If, during the term of this Memorandum of Agreement, the non-member becomes a IUOE member, the Port Authority shall cease deducting the representation fee and commence deducting the membership dues on or after but in no case sooner

than two standard pay periods following written notification to the Port Authority by the IUOE of the change in status as required by this Section.

ARTICLE XLI. TERM

The term of this Memorandum of Agreement shall commence at 12:0 1 a.m. on March 4, 2002, and shall expire at 11:59 p.m. on October 3, 2006.

ARTICLE XLII. EFFECTIVENESS

This Memorandum of Agreement and its execution shall not be effective until it shall be in full force and effect pursuant to RSNJ 32:2-6 to RSNJ 32:2-9, inclusive, and pursuant to Chapter 700 of the Laws of New York of 1927, as amended by Chapter 215 of the Laws of New York of 1956 and by Chapter 602 of the Laws of New York of 1972.

ARTICLE XLIII. MISCELLANEOUS

A. Effective January 1, 1987, employees in the covered membership losing no time during a calendar year due to illness or IOD will receive payment of two days base pay at straight time rates.

B. Effective April 15, 1987, employees in the covered membership will be eligible to enroll in the New York State Deferred Compensation Plan (Internal Revenue Code Section 457).

C. Effective April 15, 1987, the Direct Deposit Plan already in effect for certain Port Authority employees will be made available to employees in the covered membership who wish to participate on the same conditions and on the same basis as management employees.

D. Effective August 13, 1992 the payment of meal allowances will be discontinued.

E. Effective August 13, 1992, excused days for donating blood will be discontinued.

F. Effective August 13, 1992, the injury on duty benefit will be modified to supplement the Worker's Compensation benefit to a maximum of the employee's regular net take home pay after withholding of applicable taxes.

G. Effective January, 1994, employees with a total of no more than 3 of both sick and IOD days taken in one calendar year and who are entitled to twenty (20) vacation days annually of this allotment of vacation days during the year, will have the option, pursuant to the same procedure which is available to managerial employees, to exchange up to 5 unused vacation days for cash at straight time rates. Employees with no sick or IOD days taken may exchange up to 10 unused vacation days.

H. The present practice concerning the use of Port Authority parking facilities by the covered membership shall continue, as long as such facilities are continued by the Port Authority as parking facilities.

I. If, during the term of this Memorandum of Agreement, it is determined that participation by The Port Authority in the IUOE-sponsored annuity funds is legally permissible, then The Port Authority and the IUOE will meet to establish bargaining-unit participation in the IUOE Annuity Fund effective on the March 4th following such meeting. Contributions to the Annuity Fund shall be on a pre-tax basis, and the employee's compensation shall be reduced on a dollar-for-dollar basis with the amount of the employee's contribution to the Annuity Fund.

J. Effective with the execution of this Memorandum of Agreement, employees in the covered membership will participate in the EZ Pass program for use at Port Authority facilities only.

ARTICLE XLIV. COMMERCIAL DRIVER'S LICENSE

The Port Authority will continue to provide paid time for the purpose of taking tests required for CDL endorsement and renewals and pay the cost of obtaining and renewing a CDL and necessary endorsements. Employees who do not possess a valid CDL with the necessary endorsements and whose position requires one may be deemed unfit for duty if no appropriate placement can be found.

DATED: NEW YORK, NEW YORK
DECEMBER 18, 2003

The PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Director
Labor Relations Department

Witness: _____

Witness: _____

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, LOCAL 15, LOCAL 30, AND LOCAL 68

By: _____
Business Representative
Local 15, IUOE

By: _____
Business Representative
Local 30, IUOE

By: _____
Business Representative
Local 68, IUOE

EXHIBIT A CLASS TITLES

CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE)

SPEC-NO.	CLASS TITLE	SALARY RANGE
2464	Assistant Pumping Station Operator	C-87
2005	Facility Environmental Maintainer	C-84
2004	Facility Maintainer	C-84
2020	Gardener	C-83
2002	General Maintainer	C-78
2233	Helicopter Mechanic	C-89
2401	Instrument Mechanic	C-89
2402	Machine Mechanic	C-87
2104	Masonry Maintainer	C-87
2024	Paving Mechanic	C-87
2127	Plumber	C-87
2465	Pumping Station Operator	C-88
2041	Senior Stockkeeper	C-82
2118	Sign Mechanic	C-89
2130	Steam & Sprinkler Fitter	C-S7
2117	Track Mechanic	C-87
2019	Trades Helper (Gardening)	C-80
2003	Trades Helper (Paving)	C-80
2123	Trades Helper (Plumbing)	C-80
2120	Trades Helper (Sign Crew)	C-80
2454	Trades Helper (Utility Systems)	C-80
2453	Utility Systems Maintainer	C-87
2460	Watch Engineer	C-88

EXHIBIT B-1 - SALARY RANGES

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-78		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,159	$30,134	$1,200	$31,200	$1,242	$32,292	$1,279	$33,254
Step 1	2ND YR	$1,216	$31,616	$1,259	$32,734	$1,303	$33,878	$1,342	$34,892
Step 2	3RD YR	$1,335	$34,710	$1,382	$35,932	$1,430	$37,180	$1,473	$38,298
Step 3	4TH YR	$1,383	$35,958	$1,431	$37,206	$1,481	$38,506	$1,525	$39,650
Step 4	5TH YR	$1,739	$45,214	$1,800	$46,800	$1,863	$48,438	$1,919	$49,894
Step 5	6TH YR	$1,798	$46,748	$1,861	$48,386	$1,926	$50,076	$1,984	$51,584
Step 6	7 TH YR	$1,839	$47,814	$1,903	$49,478	$1,970	$51,220	$2,029	$52,754
Step 7	8TH YR	$1,930	$50,180	$1,998	$51,948	$2,068	$53,768	$2,130	$55,380

Range C-80		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,151	$29,926	$1,191	$30,966	$1,233	$32,058	$1,270	$33,020
Step 1	2ND YR	$1,210	$31,460	$1,252	$32,552	$1,296	$33,696	$1,335	$34,710
Step 2	3RD YR	$1,324	$34,424	$1,370	$35,620	$1,418	$36,868	$1,461	$37,986
Step 3	4TH YR	$1,358	$35,308	$1,406	$36,556	$1,455	$37,830	$1,499	$38,974
Step 4	5TH YR	$1,721	$44,746	$1,781	$46,306	$1,843	$47,918	$1,898	$49,348
Step 5	6TH YR	$1,784	$46,384	$1,846	$47,996	$1,911	$49,686	$1,968	$51,168

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE)
EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-82		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,224	$31,824	$1,267	$32,942	$1,311	$34,086	$1,350	$35,100
Step 1	2ND YR	$1,286	$33,436	$1,331	$34,606	$1,378	$35,828	$1,419	$36,894
Step 2	3RD YR	$1,475	$38,350	$1,527	$39,702	$1,580	$41,080	$1,627	$42,302
Step 3	4TH YR	$1,509	$39,234	$1,562	$40,612	$1,617	$42,042	$1,666	$43,316
Step 4	5TH YR	$1,734	$45,084	$1,795	$46,670	$1,858	$48,308	$1,914	$49,764
Step 5	6TH YR	$1,838	$47,788	$1,902	$49,452	$1,969	$51,194	$2,028	$52,728
Step 6	7 TH YR	$1,894	$49,244	$1,960	$50,960	$2,029	$52,754	$2,090	$54,340
Step 7	8TH YR	$2,034	$52,884	$2,105	$54,730	$2,179	$56,654	$2,244	$58,344

Range C-83		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,334	$34,684	$1,381	$35,906	$1,429	$37,154	$1,472	$38,272
Step 1	2ND YR	$1,401	$36,426	$1,450	$37,700	$1,501	$39,026	$1,546	$40,196
Step 2	3RD YR	$1,524	$39,624	$1,577	$41,002	$1,632	$42,432	$1,681	$43,706
Step 3	4TH YR	$1,566	$40,716	$1,621	$42,146	$1,678	$43,628	$1,728	$44,928
Step 4	5TH YR	$1,979	$51,454	$2,048	$53,248	$2,120	$55,120	$2,184	$56,784
Step 5	6TH YR	$2,045	$53,170	$2,117	$55,042	$2,191	$56,966	$2,257	$58,682
Step 6	7 TH YR	$2,121	$55,146	$2,195	$57,070	$2,272	$59,072	$2,340	$60,840
Step 7	8TH YR	$2,221	$57,746	$2,299	$59,774	$2,379	$61,854	$2,450	$63,700

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-84		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,321	$34,346	$1,367	$35,542	$1,415	$36,790	$1,457	$37,882
Step 1	2ND YR	$1,385	$36,010	$1,433	$37,258	$1,483	$38,558	$1,527	$39,702
Step 2	3RD YR	$1,511	$39,286	$1,564	$40,664	$1,619	$42,094	$1,668	$43,368
Step 3	4TH YR	$1,556	$40,456	$1,610	$41,860	$1,666	$43,316	$1,716	$44,616
Step 4	5TH YR	$1,959	$50,934	$2,028	$52,728	$2,099	$54,574	$2,162	$56,212
Step 5	6TH YR	$2,034	$52,884	$2,105	$54,730	$2,179	$56,654	$2,244	$58,344

Range C-87		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,484	$38,584	$1,536	$39,936	$1,590	$41,340	$1,638	$42,588
Step 1	2ND YR	$1,558	$40,508	$1,613	$41,938	$1,669	$43,394	$1,719	$44,694
Step 2	3RD YR	$1,652	$42,952	$1,710	$44,460	$1,770	$46,020	$1,823	$47,398
Step 3	4TH YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 4A	5TH YR	$2,178	$56,628	$2,254	$58,604	$2,333	$60,658	$2,403	$62,478
Step 4B	6TH YR	$2,178	$56,628	$2,254	$58,604	$2,333	$60,658	$2,403	$62,478
Step 5	7TH YR	$2,322	$60,372	$2,403	$62,478	$2,487	$64,662	$2,562	$66,612

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-88		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,680	$43,680	$1,739	$45,214	$1,800	$46,800	$1,854	$48,204
Step 1	2ND YR	$1,760	$45,760	$1,822	$47,372	$1,886	$49,036	$1,943	$50,518
Step 2	3RD YR	$1,877	$48,802	$1,943	$50,518	$2,011	$52,286	$2,071	$53,846
Step 3	4TH YR	$1,940	$50,440	$2,008	$52,208	$2,078	$54,028	$2,140	$55,640
Step 4	5TH YR	$2,504	$65,104	$2,592	$67,392	$2,683	$69,758	$2,763	$71,838

Range C-89		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,530	$39,780	$1,584	$41,184	$1,639	$42,614	$1,688	$43,888
Step 1	2ND YR	$1,608	$41,808	$1,664	$43,264	$1,722	$44,772	$1,774	$46,124
Step 2	3RD YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 3	4TH YR	$1,779	$46,254	$1,841	$47,866	$1,905	$49,530	$1,962	$51,012
Step 4A	5TH YR	$2,248	$58,448	$2,327	$60,502	$2,408	$62,608	$2,480	$64,480
Step 4B	6TH YR	$2,248	$58,448	$2,327	$60,502	$2,408	$62,608	$2,480	$64,480
Step 5	7 TH YR	$2,398	$62,348	$2,482	$64,532	$2,569	$66,794	$2,646	$68,796

EXHIBIT B-2 - SALARY RANGES

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-78		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,159	$30,134	$1,200	$31,200	$1,242	$32,292	$1,279	$33,254
Step 1	2ND YR	$1,216	$31,616	$1,259	$32,734	$1,303	$33,878	$1,342	$34,892
Step 2	3RD YR	$1,335	$34,710	$1,382	$35,932	$1,430	$37,180	$1,473	$38,298
Step 3	4TH YR	$1,383	$35,958	$1,431	$37,206	$1,481	$38,506	$1,525	$39,650
Step 4	5TH YR	$1,454	$37,804	$1,505	$39,130	$1,558	$40,508	$1,605	$41,730
Step 5	6TH YR	$1,527	$39,702	$1,580	$41,080	$1,635	$42,510	$1,684	$43,784
Step 6	7 TH YR	$1,602	$41,652	$1,658	$43,108	$1,716	$44,616	$1,767	$45,942
Step 7	8TH YR	$1,930	$50,180	$1,998	$51,948	$2,068	$53,768	$2,130	$55,380

Range C-80		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,151	$29,926	$1,191	$30,966	$1,233	$32,058	$1,270	$33,020
Step 1	2ND YR	$1,210	$31,460	$1,252	$32,552	$1,296	$33,696	$1,335	$34,710
Step 2	3RD YR	$1,324	$34,424	$1,370	$35,620	$1,418	$36,868	$1,461	$37,986
Step 3	4TH YR	$1,358	$35,308	$1,406	$36,556	$1,455	$37,830	$1,499	$38,974
Step 4	5TH YR	$1,427	$37,102	$1,477	$38,402	$1,529	$39,754	$1,575	$40,950
Step 5	6TH YR	$1,784	$46,384	$1,846	$47,996	$1,911	$49,686	$1,968	$51,168

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-82		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,224	$31,824	$1,267	$32,942	$1,311	$34,086	$1,350	$35,100
Step 1	2ND YR	$1,286	$33,436	$1,331	$34,606	$1,378	$35,828	$1,419	$36,894
Step 2	3RD YR	$1,475	$38,350	$1,527	$39,702	$1,580	$41,080	$1,627	$42,302
Step 3	4TH YR	$1,509	$39,234	$1,562	$40,612	$1,617	$42,042	$1,666	$43,316
Step 4	5TH YR	$1,585	$41,210	$1,640	$42,640	$1,697	$44,122	$1,748	$45,448
Step 5	6TH YR	$1,662	$43,212	$1,720	$44,720	$1,780	$46,280	$1,833	$47,658
Step 6	7 TH YR	$1,747	$45,422	$1,808	$47,008	$1,871	$48,646	$1,927	$50,102
Step 7	8TH YR	$2,034	$52,884	$2,105	$54,730	$2,179	$56,654	$2,244	$58,344

Range C-83		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,334	$34,684	$1,381	$35,906	$1,429	$37,154	$1,472	$38,272
Step 1	2ND YR	$1,401	$36,426	$1,450	$37,700	$1,501	$39,026	$1,546	$40,196
Step 2	3RD YR	$1,524	$39,624	$1,577	$41,002	$1,632	$42,432	$1,681	$43,706
Step 3	4TH YR	$1,566	$40,716	$1,621	$42,146	$1,678	$43,628	$1,728	$44,928
Step 4	5TH YR	$1,645	$42,770	$1,703	$44,278	$1,763	$45,838	$1,816	$47,216
Step 5	6TH YR	$1,725	$44,850	$1,785	$46,410	$1,847	$48,022	$1,902	$49,452
Step 6	7 TH YR	$1,814	$47,164	$1,877	$48,802	$1,943	$50,518	$2,001	$52,026
Step 7	8TH YR	$2,221	$57,746	$2,299	$59,774	$2,379	$61,854	$2,450	$63,700

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-84		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,321	$34,346	$1,367	$35,542	$1,415	$36,790	$1,457	$37,882
Step 1	2ND YR	$1,385	$36,010	$1,433	$37,258	$1,483	$38,558	$1,527	$39,702
Step 2	3RD YR	$1,511	$39,286	$1,564	$40,664	$1,619	$42,094	$1,668	$43,368
Step 3	4TH YR	$1,556	$40,456	$1,610	$41,860	$1,666	$43,316	$1,716	$44,616
Step 4	5TH YR	$1,632	$42,432	$1,689	$43,914	$1,748	$45,448	$1,800	$46,800
Step 5	6TH YR	$2,034	$52,884	$2,105	$54,730	$2,179	$56,654	$2,244	$58,344

Range C-87		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,484	$38,584	$1,536	$39,936	$1,590	$41,340	$1,638	$42,588
Step 1	2ND YR	$1,558	$40,508	$1,613	$41,938	$1,669	$43,394	$1,719	$44,694
Step 2	3RD YR	$1,652	$42,952	$1,710	$44,460	$1,770	$46,020	$1,823	$47,398
Step 3	4TH YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 4A	5TH YR	$1,803	$46,878	$1,866	$48,516	$1,931	$50,206	$1,989	$51,714
Step 4B	6TH YR	$1,893	$49,218	$1,959	$50,934	$2,028	$52,728	$2,089	$54,314
Step 5	7 TH YR	$2,322	$60,372	$2,403	$62,478	$2,487	$64,662	$2,562	$66,612

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-88		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,680	$43,680	$1,739	$45,214	$1,800	$46,800	$1,854	$48,204
Step 1	2ND YR	$1,760	$45,760	$1,822	$47,372	$1,886	$49,036	$1,943	$50,518
Step 2	3RD YR	$1,877	$48,802	$1,943	$50,518	$2,011	$52,286	$2,071	$53,846
Step 3	4TH YR	$1,940	$50,440	$2,008	$52,208	$2,078	$54,028	$2,140	$55,640
Step 4	5TH YR	$2,504	$65,104	$2,592	$67,392	$2,683	$69,758	$2,763	$71,838

Range C-89		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,530	$39,780	$1,584	$41,184	$1,639	$42,614	$1,688	$43,888
Step 1	2ND YR	$1,608	$41,808	$1,664	$43,264	$1,722	$44,772	$1,774	$46,124
Step 2	3RD YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 3	4TH YR	$1,779	$46,254	$1,841	$47,866	$1,905	$49,530	$1,962	$51,012
Step 4A	5TH YR	$1,868	$48,568	$1,933	$50,258	$2,001	$52,026	$2,061	$53,586
Step 4B	6TH YR	$1,959	$50,934	$2,028	$52,728	$2,099	$54,574	$2,162	$56,212
Step 5	7 TH YR	$2,398	$62,348	$2,482	$64,532	$2,569	$66,794	$2,646	$68,796

EXHIBIT C - SHIFT AND WEEKEND DIFFERENTIAL

Shift and Weekend Differentials	Exhibit C
Shift Differential – Normal Work Tours 12 Midnight Sunday to 12 Midnight Friday	FROM: November 2. 1986 TO: December 23, 1989
Afternoon Shift (starting 2:00 PM – 6:00 PM)	5% on base hourly pay
Evening Shift (starting 10:00 PM – 1:00 AM)	5% on base hourly pay

No shift differential payments will be earned for hours worked on tours designated as day tours. A day tour is defined as one with a starting time between 6:00 AM – 10:00 AM.

Saturday Differential	FROM: November 2, 1986 TO: December 23, 1989
Evening Tour	15% of base hourly pay
Day Tour	15% - - - -
Afternoon Tour	15% - - - -

Sunday Differential	
Evening Tour	25% of base hourly pay
Day Tour	25% - - - -
Afternoon Tour	25% - - - -

No shift or Saturday or Sunday differential shall be paid to employees during overtime hours, except where provided by applicable law. Applicable differentials shall be paid to employees earning Holiday Premium.

Base Hourly Pay is the applicable base hourly pay as set forth in Exhibit B. The minimum hourly shift differential payment will be $.45.

EXHIBIT D - OVERTIME POLICY

An initial overtime roster will be compiled at the beginning of each calendar year according to classification seniority within each title. Employees who are assigned to a unit after the initial overtime roster has been constructed will be credited for equalization purposes with the average number of hours charged to members of the unit.

NON-SCHEDULED OVERTIME

When it is necessary for an employee to work overtime on a non-scheduled basis, the availability of those to be selected will be limited to those actually working at the time the overtime is required. Employees will be asked to work based on the lowest amount of overtime charged by those available at the time. Each employee may have the option of refusing the overtime. In the event all the employees refuse, the employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for a substitute.

The only exception to this will be overtime that will be worked as a continuation of a project being done during the regular tour. In this event, those employees working on the project will continue to do so if a change in staff would impede the completion of the task, even if it requires subsequent days of work including RDO's.

SCHEDULED OVERTIME

On those occasions when overtime work can be planned, supervisors shall request employees to work the scheduled overtime, such request to be made to such employees in the inverse order of overtime charged for that year. This would include employees not immediately available who might have to be contacted by telephone. Employees will have the option as to whether or not they elect to work the scheduled overtime. In the event all the employees refuse, the employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for a substitute.

ACCOUNTING FOR OVERTIME

An overtime roster, maintained by the unit supervisor, which reflects the amount of overtime charged to each employee, shall be kept current. Charged overtime is the sum of the overtime worked by the employee plus the amount of overtime refused by the employee for the year in question.

STANDBY

Whenever an employee is directed to standby at his home or facility, he will be paid for all hours he is required to standby

CANCELLING, POSTPONING AND RESCHEDULING OVERTIME

For scheduled work (other than snow) which is not a continuation of a tour, an employee who is scheduled to work in a situation which could require the payment of overtime, will in all such cases work a minimum of four hours.

SNOW EMERGENCY PROCEDURES

a) Where a facility posts snow emergency work schedule ("A" shift – hours between 8:00 A.M. to 8:00 P.M. – "B" shift – hours between 8:00 P.M. and 8:00 A.M.) employees scheduled to work the "A" shift who are changed to the "B" shift would receive a Schedule Change Premium. The same would apply to an employee normally scheduled to work the "B" shift who would be subsequently changed to the "A" shift.

b) If an employee is required to call in during snow conditions, on a continuing basis, and is not required to report in connection with the snow schedule, he will be compensated to the extend of four (4) hours at standard time.

c) Employees who are granted excused time in connection with snow removal operations will have these hours credited as hours worked in lieu of call-in premiums.

RESPONSIBILITY

Overtime rosters should be available and should be kept current. This responsibility will be charged to the unit supervisor. In the event that the proper employee is not given the opportunity to work an overtime job by management, then that employee shall receive four hours pay as restitution.

EXHIBIT E – GRIEVANCE PROCEDURE

A. Policy

The parties agree to encourage informal resolution of disputes and differences between them prior to the initiation of action pursuant to this grievance procedure.

B. Definition

The following procedures shall apply to the processing of complaints limited to the application or interpretation by the Port Authority of any provision of this Agreement. This procedure shall not apply to any dispute that directly or indirectly relates to the performance of the unit work of the IUOE. The parties agree that such disputes are expressly excluded from this grievance/arbitration procedure and may not be adjudicated hereunder. Disputes that directly or indirectly relate to the performance of the unit work of the IUOE shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel.

The parties further agree that any dispute that directly or indirectly relates to any alleged change in any existing term and condition of employment not expressly articulated in this Memorandum of Agreement is also expressly excluded from the scope of the parties' agreement to arbitrate as set forth herein.

C. Procedure

1. Step 1 - The Unit head and the Union shall meet within five work days to resolve all issues within five (5) working days.

2. Step 2 – If the issue is not resolved, the Union shall present all grievances in writing setting forth all of the facts to the Division Manager within thirty (30) work days after the occurrence of the event or action which gave rise to the grievance or the date the grievant should reasonably have been expected to become aware of the event which gave rise to the grievance. The grievance shall state which provisions of the Agreement that are alleged to have been violated. The Division Manager and the Union shall meet within five work days (or other mutually agreeable time) of the date of submission of the written grievance in order to resolve all grievable issues raised therein. The Division Manager shall respond to the grievance, in writing, within five (5) work days of after the meeting with the Union.

3. Step 3 – If the parties fail to resolve the grievance at Step 2 or the Port Authority fails to respond within five (5) work days of its presentation, the Union may submit an appeal of the grievance, in writing, within fifteen (15) work days thereafter to the Labor Relations Manager, Labor Relations Department. The Labor Relations Manager and the Union shall meet within five work days (or other mutually agreeable time) of the date of submission of the grievance to the Labor Relations Manager in order to resolve all grievable issues raised therein. Within twenty (20) work days after the meeting, the Labor Relations Manager shall respond, in writing, to the grievance appeal. The Labor Relations Manager's response will be final and binding unless appealed to arbitration as provided in Step 4 below.

4. Step 4 – Arbitration

i. If the parties fail to resolve the grievance at Step 3 or the Port Authority fails to respond within twenty (20) work days after receipt of the grievance appeal, the Union shall have the exclusive right to refer the grievance to arbitration.

ii. An arbitrator shall be selected from a panel of arbitrators that is mutually agreed to by both parties.

iii. The decision of the arbitrator shall be final and binding upon the Port Authority, the IUOE and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

iv. The arbitrator shall not have the power to add to, subtract from or modify the provisions of the Memorandum of Agreement and shall confine his/her decision solely to the interpretation and application of the Memorandum of Agreement. The arbitrator shall have no authority to determine any other issue not submitted in connection with the subject grievance. The arbitrator shall operate within the rules of the American Arbitration Association.

v. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. If a court reporter is requested, that cost shall be borne by the party requesting the court reporter. If both parties require a transcript of the proceeding, then the cost of the court reporter shall be shared equally between the parties.

D. Representation

The grievant is entitled to Union representation at any grievance and arbitration meeting. The Union shall have the exclusive right to represent members in any grievance. The Union shall receive copies of written determinations and of appeals at all steps.

E. General Provisions

1. All time limits contained in this procedure may be extended by mutual agreement.

2. The Union shall have the right to submit a grievance on behalf of a group of employees where a violation is alleged.

EXHIBIT F - VACATIONS

Change Notice No. 119 dated June 16, 1975 incorporated herein.

Office of the Executive Director
The Port Authority
Of New York and New Jersey

PAI 20-3.01
Revised October 17, 1974

VACATIONS

I. Introduction

This instruction outlines the policies and operating procedures on vacations for Port Authority employees.

II. Policies

A. Vacations for Port Authority employees are based on the assumption that they contribute to the good health and well- being of the staff and are, therefore, mutually beneficial to the employee and the organization.

B. Permanent, probationary, and project employees of the Port Authority receive vacations depending on length of service. job classification, and certain other factors defined in the following attachments to this instruction:

1. Attachment 1. Operating Rules – Vacations

2. Vacation Allowance Schedule A. Managerial, Professional, and Technical Classes not Covered by Memorandum of Agreement.

3. Vacation Allowance Schedule B. Non-Police Employees Covered by Memoranda of Agreement with Employee Organizations.

4. Vacation Allowance Schedule C. All members of the Police Force.

5. Vacation Allowance Schedule D. Managerial, Professional, and Technical Staff in Pay Plan B Levels 4-7 With Less Than 5 Years Service and Levels 8 and Above With Less Than Ten Years Service.

C. Holders of the awards shown below, with the exception of the Meritorious Police Duty Medal, will receive the extra vacation allowances indicated beginning in the year in which the medal if awarded. Upon termination, medal holders will receive full value for these vacation days for the year in which the separation occurs unless they are discharged for cause or resign under charges.

All Employees Awarded:	Receive Extra Days of Vacation as follows:
The Medal of Honor	3
The Howard S. Cullman Distinguished Service Medal	3
The Distinguished Service Medal	2
The Commendation Medal/Police Commendation Medal	1
The Meritorious Police Duty Medal	1 *

*Holders of this award receive one extra day vacation during the twelve-month period following the award ceremony.

D. The Personnel Director may, with the approval of the Executive Director, modify vacation policies to fit the requirements of unusual situations.

E. In the event that changes are made in vacation allowances or operating rules for employees covered by memoranda of agreement with employee organizations, the provisions of the new memorandum of agreement supersede those of this instruction.

Attachments: Attachment 1
Schedule A
Schedule B
Schedule C
Schedule D

Change Notice No. 119 dated June 16, 1975 incorporated herein.

OPERATING RULES - VACATIONS

I. Vacation Scheduling for Pay Plan C (Including Pay Plan D. Levels 1-5) Staff

A. Each facility will publish an annual vacation schedule, stating the periods when operating conditions will permit vacations to be taken and the number of employees in each class of each work group who will be permitted to pick vacations during those periods. Where operating conditions permit, provision should be made for scheduling vacations throughout the year. Employees picking vacations will do so in minimum periods of one week and maximum periods of two weeks in order of their Port Authority seniority.

Employees in T. W. U. classes are permitted to take vacations in all weeks of a calendar year. When peak staffing is required by the facility manager, a minimum of one employee in each classification may, in any such week, elect to take his vacation.

B. Employees entitled to three or four weeks vacation, wishing to take it all in a single period, will do so in Port Authority seniority order within each classification in a work group during the second series of picks. Employees with five weeks vacation, wishing to take it all in a single period, will do so in a third series of picks.

C. When approved by management, employees will be permitted to take single vacation days. Such days will be deducted from the least desirable pick which is understood to be the last pick made by each employee.

D. 1. Vacation scheduling for Police will be handled in accordance with instructions issued by the Superintendent of Police.

2. If a Police Officer is required to work for other than disciplinary reasons on a scheduled vacation day and if such vacation day is not rescheduled at the request of the Police Officer, payment for the day will be made at overtime rates.

II. Rules for Charging Vacation Time

A. Vacation days taken in any year shall be charged first against any accrued normal vacation carried over from the prior year,

and second, against the current year's normal vacation allowance. The only exception to this sequence is for the Special Vacation days (see Paragraph V. below) which may be taken at any time, subject to the controls. If any, of the employee's, department.

B. When a paid holiday occurs during an employee's vacation period, it will not be counted as a day of vacation (see PAI 20-3.02).

C. When management excused time (unscheduled holidays. National days of mourning, weather. etc.) is granted during an employee's vacation period, it will be counted as vacation time.

III. Vacation in Connection with Sick Leave

A. If an employee falls ill after starting his scheduled vacation, the period of his illness during this vacation cannot be charged as a sick absence. However, if an employee is hospitalized for one night or more while on vacation, only the days of hospitalization should be charged as sick absence time. Should questions arise regarding application of this policy, the Personnel Department should be consulted.

B. If an employee's sick absence starts before a scheduled vacation, the time absent due to illness should be charged as sick absence provided the employee returns to work at the end of his illness before starting his vacation.

C. 1. A non-police employee who is absent for an extended period because of illness or injury, whether work connected or not, and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. Department heads will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases.

2. A police employee who is absent for an extended period because of illness and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. The Superintendent of Police will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases.

IV. Vacation Carryover

A. Vacation must be taken in the year in which it is earned, unless special permission for carryover of vacation allowance from the year earned to the following year is granted by the Personnel Director. Such permission must be obtained prior to the end of the year in which the vacation is earned. No employee may carry over to a succeeding year more than one full year's vacation allowance. Department heads (or, for Police, the Superintendent of Police) may authorize carryover of vacations of five days or less. The only exception to this rule is for Special Vacation allowance and is described in Paragraph V, C and D, below.

B. In determining the amount of vacation which may be carried over to a succeeding year, a continuous period of vacation begun before the end of one calendar year which extends into the succeeding calendar year shall be considered to have been taken in its entirety during the calendar year in which it was begun.

V. Special Vacation Allowance for Certain Professional, Managerial and Executive Staff

A. Under previously authorized compensation adjustments, Professional, Managerial, and Executive staff in salary levels 6 through 13 could choose special vacation days as additional compensation.

B. These special vacation days, if opted for, are credited to the employee's annual vacation allowance on a calendar year basis beginning on January 1 each year. At that time, the employee will be required to reduce his or her annual allotment of special vacation days by converting a portion of them into a dollar amount necessary to cover his or her Social Security obligations for the ensuing year. If the employee leaves the Port Authority before the end of the 12-month cycle, payment for these special vacation days will be prorated based on the number of months which have elapsed since the beginning of the current year.

C. Special vacation allowances should be taken as time off, if possible. The maximum accumulation of special vacation days at the end of any calendar year is thirty days. In the event it is impossible to reduce an employee's special vacation days to below thirty at the end of any calendar year, a special payment will be made in December of that year for any such days in excess of thirty. Departments will prepare Special Payment Requests (form PA 1992) to pay employees for such accumulate

special vacation days in excess of thirty days at the rate of pay then currently earned by the affected employee.

D. Those special vacation days which are not (I) taken as paid time off, (2) paid for annually, (3) converted to FICA payments, or (4) diminished by other means will be paid for only on a separation from the Port Authority on the basis of the employee's salary rate in effect at that time.

E. These special vacation days should be recorded separately from the standard vacation day tally on the appropriate documents.

VI. Length of Service in Connection with Vacation

Length of service is determined as follows in computing vacation allowance:

A. All periods of authorized absence with pay are included.

B. All time on military leave and sick leave, with or without pay, is included.

C. Time on Long Term Absence without pay is not included.

D. If an individual is separated because of reduction in force and is re-employed within one year of the date of separation, his service prior to separation if included.

E. If an individual is re-employed after dismissal or resignation, or after a separation of more than one year due to reduction in force, his service prior to such dismissal, resignation, or separation is not included, unless specifically approved by the Personnel Director.

F. Service as a full-time temporary employee is included, provided there is no interruption in employment exceeding five calendar days at the time his status is changed to project or permanent employee.

VII. Vacation Allowance at Separation or Leave of Absence

A. 1. An employee who is separating from Port Authority employment in any circumstances other than those specified in Paragraphs B and C, below, or beginning a Leave of Absence, is entitled to Vacation Allowance as shown on the appropriate Vacation Schedule attached, plus any unused vacation carried forward from the previous year.

2. Vacation allowance at separation or Leave of Absence (Ordinary, Maternity, Long Term Military) will be reduced by any vacation days already taken in the calendar year in which the separation or leave occurs.

3. If the employee has already taken vacation days in excess of his allowance, their value is subtracted from his last paycheck before the separation or leave. However, if at the time of the separation or leave, vacation has been taken in excess of vacation due in accordance with a published facility or unit vacation schedule, no adjustments in the final salary check will be made, provided that the employee did not initiate a change in his assigned vacation via a mutual swap or special request.

4. An employee beginning a Leave of Absence may be required to take the unused portion of his vacation before the leave begins.

5. An employee returning from a Leave of Absence in a calendar year other than that in which the leave began will be entitled to a vacation allowance, for that year only, as shown on the appropriate Vacation Schedule attached.

B. Regardless of his termination date, an employee in good standing who has at least nine month's service and who is separated for such reasons as reduction in force, death, or retirement will be granted his full vacation allowance for the calendar year in which his services terminate. Non-Police employees must have been present at work for at least one day during the calendar year for this provision to apply.

C. An employee in good standing who is separated for any reason, before the completion of nine month's service, and all employees who are discharged for cause, or resign under charges, are not eligible for vacation allowances on separation. Adjustments in the final salary check will be made in such cases for any vacation taken in the calendar year.

D. A member of the Police Force absent without pay for more than thirty consecutive days during a year, with the exception of absence while on military leave, shall have his succeeding vacation allowance reduced by 1/12 for each 30 consecutive days of such absence

Exhibit G - Vacation A

VACATION ALLOWANCE		YEAR OF HIRE MONTH OF APPOINTMENT												Years of 1st to 4th ANNIVERSARY	YEAR OF 5TH ANNIVERSARY					Years of 6th to 9th ANNIVERSARY	YEAR OF 10TH ANNIVERSARY					Years of 11TH to 24TH ANNIVERSARY	YEAR OF 25TH ANNIVERSARY					Years of 26TH AND LATER ANNIVERSARIES
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		Aug 31 / Jan 1	Sept 30 / Sept 1	Oct 31 / Oct 1	Nov 30 / Nov 1	Dec 31 / Dec 1		Aug 31 / Jan 1	Sept 30 / Sept 1	Oct 31 / Oct 1	Nov 30 / Nov 1	Dec 31 / Dec 1		Aug 31 / Jan 1	Sept 30 / Sept 1	Oct 31 / Oct 1	Nov 30 / Nov 1	Dec 31 / Dec 1	
		10	9	8	7	6	5	4	3	2	1	0	0	10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
VACATION ALLOWANCE IN YEAR OF SEPARATION OR START OF LEAVE OF ABSENCE	Jan													1	1	1	1	1	1	1	2	2	2	1	1	2	2	2	2	2	2	2
	Feb													2	3	2	2	2	2	3	2	3	3	3	3	3	4	4	4	4	4	4
	Mar													2	4	4	3	3	3	4	5	5	5	4	4	5	6	6	6	6	5	6
	Apr													3	5	5	4	4	4	5	7	6	6	6	5	7	8	8	8	7	7	8
	May													4	6	6	5	5	5	6	8	8	8	7	7	8	10	10	10	9	9	10
	Jun													5	8	7	7	6	6	8	10	10	9	9	8	10	12	12	12	11	11	12
	Jul													6	9	8	8	7	6	9	12	11	11	10	9	12	15	14	13	13	12	15
	Aug													7	10	9	9	8	7	10	13	13	12	11	11	13	17	16	15	15	14	17
	Sep													7	11	11	10	9	8	11	15	14	14	13	12	15	19	18	17	17	16	19
	Oct	8												8	13	12	11	10	9	13	17	16	15	14	13	17	21	20	19	18	18	21
	Nov	9	8											9	14	13	12	11	10	14	18	17	16	16	15	18	23	22	21	20	19	23
	Dec	10	9	8										10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
VACATION ALLOWANCE UPON RETURN FROM LEAVE OF ABSENCE	Jan													10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
	Feb													9	14	12	11	10	9	14	18	17	16	16	15	18	23	22	21	20	19	23
	Mar													8	13	11	10	9	8	13	16	16	15	14	13	16	21	20	19	18	17	21
	Apr													7	11	10	9	8	7	11	15	14	14	13	12	15	19	18	17	17	16	19
	May													7	10	8	8	7	5	10	14	13	12	11	11	14	17	16	15	15	14	17
	Jun													6	9	7	7	6	6	9	12	11	10	10	9	12	15	14	13	13	12	15
	Jul													5	8	6	6	5	5	8	10	10	9	9	8	10	13	12	12	11	11	13
	Aug													4	6	5	4	4	4	6	8	8	7	7	7	8	11	10	10	9	9	11
	Sep													3	5	5	3	3	3	5	6	6	6	6	5	6	9	8	8	7	7	9
	Oct													2	3	3	2	2	2	4	4	5	5	4	4	4	7	6	6	6	5	7
	Nov													1	2	1	1	1	1	3	3	3	3	3	3	3	5	4	4	4	3	5
	Dec													0	0	0	0	0	0	2	2	2	1	2	1	2	3	2	2	2	2	3

Month of Separation

Month of Return from Leave of Absence

EXHIBIT H - SICK ABSENCE CONTROL PROGRAM

In order to promote the well-being of employees, the sick leave policy and protection for long term illnesses specified in PAI 20-3.03 date July 1, 1968 remains in effect. This policy provides a maximum of 13 weeks at full and 39 weeks at half pay for an employee with ten years of service. As specified in said PAI, the Personnel Director may extend sick leave benefits beyond regular allowances. In evaluating whether to extend such benefits, the Personnel Director shall consider the entire record of the employee including his performance and prior attendance record. In addition, effective January 1, 1978, the sick absence control program described herein shall apply to employees in the covered membership.

In computing sick absences, one day of absence or any number of consecutive days of absence would be considered as one occasion and would equal one point; each day of absence during any sick occasion would also equal one point.

If a permanent employee accumulates 9 or more points during any nine-month period, his absence experience, computed on the same basis, for the nine month period immediately preceding the first occasion upon the basis of which his points have been accumulated, will be examined. If he has accumulated less than six points, he will be given a warning. If in said preceding nine months period or the nine month period following the warning, such employee has accumulated 6 or more points, such employee shall be placed upon a Doctor's Note Restriction for a period of nine months. A Doctor's Note Restriction shall mean that such employee will not be paid for any sick absences thereafter unless upon his return to work such employee submits a Doctor's Note to his supervisor.

If in the nine month period commending with the application of a restriction on the employee's sick pay status, the employee has accumulated less than 5 points, his sick leave restriction will be removed. If the said employee during said period accumulated 5 or more points, his absence record will be reviewed and a new determination will be made. If during the nine month period of restriction that an

employee is on doctor's note status, he accumulated more than five points he will be placed on a no-pay status for future absences for nine months.

In computing points, sick absences resulting in hospitalization and the first sick absence caused by and directly related to an injury on duty within any twelve month period shall be excluded; thereafter, all additional sick absence with that period attributable to any IOD shall be included, unless the Director of the Human Resources Department determines otherwise. The only exception will be in the case of an employee who has a documented absence as a result of a reoccurrence of the original IOD within seven work days from the return to work. By documented it is meant sent home by a Port Authority physician. In this event, if the employee had not been on any type or restricted pay status or doctor's note status prior to the original injury on duty, the reoccurrence of the IOD will not be used in computing points.

When an employee is placed on a Doctor's Note Restriction, the employee's record will be reviewed by the Facility Manager. If a pattern of abuse exists or if the employee has been excessively absent, the employee shall be subject to local facility discipline up to 5 days suspension according to the provisions or Discipline as stated in Exhibit L. Excessive and continuous absenteeism may be considered cause for further disciplinary action by the Director of the Human Resources Department.

Effective October 6, 1994, a recurring sick absence attributable to an IOD when the employee's return to work was "conditionally approved" by the Port Authority Office of Medical Services will not be subjected to the "seven work days" rule and will not be included in computing sick absence control program points.

This sick absence control program shall not be deemed to abrogate any existing Port Authority power with respect to controlling abuses of sick leave benefits.

EXHIBIT I - INFORMATION BULLETIN NO. 28

TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: June 14, 1971
SUBJECT: LEAD PAY DIFFERENTIAL

COPY TO: Personnel Division Managers; Employee Organization Representatives

INFORMATION BULLETIN NO. 28 (Revised)

As stipulated in the Memorandum of Understanding with the Building Trades Union, effective 7/4/71, the present Journeyman and Lead Journeyman classes in the various Maintenance Trades will be consolidated into single classes. In addition, the present Maintenance Man I and Maintenance Man II (General) classes will be combined into the single title of Maintenance Man.

Employees in the new consolidated classes receiving the "Permanent Leadman Rate" are being paid to act as Leadman and should be assigned lead responsibility for work projects in their trades whenever possible. However, if the volume and nature of work requires it. Foremen on a day-to-day basis may designate other employees not receiving the "Permanent Lead Rate," leadman. When so designated, a Lead Pay Differential of $2.00 a day will be paid to eligible employees.

ELIGIBLE EMPLOYEES

To be eligible for the payment of a daily lead pay differential, an employee must be:

1. In a Maintenance Trades class assigned to salary range 87, 88, 89, or 90 or in the Maintenance Man class assigned to salary range 78.
2. At a salary rate other then the "Permanent Leadman Rate."

3. Specifically designated by his Foreman as having lead responsibility for the satisfactory completion of work projects meeting the criteria outlined below.

DEFINITION OF LEAD ASSIGNMENT

A Leadman will be specifically designated on a day-to-day basis by a Foreman to layout the job, give instruction to others, exercise independent judgment and be responsible for the satisfactory completion of work projects meeting the following criteria:

1. Project requires the assignment of 3 or more employees, at least one of whom is in the same or equivalent salary range as the employee designated as Leadman.
2. Work is not performed under the immediate direction and supervision of a Foreman or Supervisor.
3. Project requires the use of Journeyman level skills when an employee in Maintenance Trades classes is designated as Leadman, or is of a non-routine, semi- skilled nature when a Maintenance Man is designated as Leadman.

DIFFERENTIAL PAYMENT

An employee who meets qualifications for lead work will be paid a differential of $2.00 per day for each day he is responsible for the satisfactory completion of the assignment in accordance with the criteria outlined above. Each organization unit will maintain records of special payments earned by its eligible employees.

For each employee, except those employees using the Maintenance Time Card - Daily, Form PA 2259, the supervisor should prepare a separate form PA 1992, Special Payment

Request, listing each date on which lead pay was earned in the first column under the employee's name, the amount earned in "Gross Amount" column and the work order or job order number in the last column on the right. One form should be maintained for each calendar month for each employee and should be retained in the unit for audit purposes. At the end of the calendar month, a separate form PA 1992, in duplicate should be prepared for the entire unit. The total payment applicable to each employee should be entered on one line. Each form should include the unit's applicable accounting codes. Both copies of the consolidated Special Payment Request must be officially signed in the "Recommended by" section and forwarded promptly to the Payroll Section, Accounting Division. Payments will appear as "Special Payments" on the stub of the employee's checks.

For those employees using the Maintenance Time Card - Daily, form PA 2259, entry for lead a will be entered next to "Lead Electrician Differential (W.O. No. 50010)" by the affected employee and approved by the responsible supervisor.

If you have any questions concerning this procedure, please contact the Manager of the Operating Personnel Division.

Edward G. Gallas
Personnel Director

EXHIBIT J - USE OF RELIEF MAN

In units with rotating shifts involving the use of employees in IUOE classes as Relief Man, the following rules apply:

1. When the employee is scheduled to work as Relief Man, his tours may be changed to cover unplanned absences of other assigned employees without incurring work schedule change compensation. However, the Relief Man must have reasonable advance notice of a tour change, e. g.. at least eight hours off duty between tours; in addition, up to four hours' excused time may be granted upon approval of the department director. In order to cover for un- planned absences in situations where the above is not possible, the absence should be covered by overtime work on the part of other employees in lieu of changing the Relief Man's tour.

2. Where it become necessary to use a Relief Man other than the scheduled Relief Man, the former receives a work schedule change premium, equal to a standard half-day's pay, if his tour of duty is changed.

EXHIBIT K – USE OF RENTED AND EMPLOYEE-OWNED VEHICLES

(CN Nos. 142 & 144 incorporated herein.)

Office of the Executive Director
The Port Authority
of New York and New Jersey

PAI 15-3.50
Revised March 28, 1977

I. Introduction

This instruction describes the procedures governing the use of rented and employee-owned vehicles on Port Authority business. It supplements the instructions contained in PAI 15-3.02. The Port Authority Passenger Vehicle Use Program, and PAI 15-3.04. Use of Port Authority Passenger Vehicles.

II. Rented Automobiles and Taxis

A. Rented Automobiles

1. If no suitable Port Authority vehicles are available, the need to rent a passenger vehicle for use in the Port District on Port Authority business will be reviewed by the Operations Standards Division, Management Services Department. If the Operations Standards Division authorizes the rental, the Special Services Division, General Services Department will be responsible for making the necessary arrangements. In cases where this is impractical (e. g., Trade Development or Port Authority employees on business outside the Port District) the arrangements are made by the department concerned, with concurrence of the General Services Department. In the case of an emergency, the General Manager or Facility or Division Manager may authorize the use of a rental passenger vehicle. A memorandum of explanation should be sent to the Operations Standards Division, Management Services Department, as soon after the authorization as possible.

2. Accidents involving a vehicle rented by the Port Authority shall be reported as provided in PAI 55-3. 01, Accident Reporting.

B. Taxis

Taxis may be used by employees on Port Authority business if circumstances warrant the expense. Reimbursement is obtained by inclusion of the expense in Expense Account, form PA 15, or Petty Cash Voucher, form PA 618 (see PAI. 30-3 01, Expense Accounts)

II. Rented Special Use Vehicles

will be reviewed by the Operations Standards Division, Management Services Department. If the Operations Standards Division authorizes the rental, the Purchase and Supply Services Division, General Services Department, will be responsible for making the necessary arrangements. In the case of an emergency, the General Manager or Facility or Division Manager may authorize the rental of a special use vehicle. A memorandum of explanation should be sent to the Operations Standards Division, Management Services Department, as soon after the authorization as possible.

IV. Employee-Owned Vehicles

A. Authorization

1. Department Directors, deputy directors, organization unit heads, or their designees may authorize the use of employee-owned vehicles on Port Authority business when.

   a. Public transportation is unavailable or impractical;

   b. an employee is asked to respond from his or her home to an emergency situation and a Port Authority vehicle is not readily available; or

   c. the use of an employee-owned vehicle would require significantly less mileage on an origin-destination basis than the use of a staff car.

2. Except in cases when an employee is asked to respond from his or her home to an emergency situation, the employee must obtain authorization on either a Daytime Vehicle Usage Authorization, form PA 2036, or Overnight, Weekend and Holiday Vehicle Usage Authorization, form PA 2927. In the space provided for vehicle number, the employee should write his or her license plate number.

B. Conditions of Use

1. Employee-owned vehicles are subject to the same regulations as prescribed for Port Authority vehicles when their use on Port Authority business is authorized (see PAI 15-3.02).

2. Except for emergency call-in, only those drivers who are authorized to drive Port Authority vehicles may be permitted to use their own vehicles on Port Authority business. Written authorization is obtained by completing a Daytime Vehicle Usage Authorization, form PA 2036, or

Overnight, Weekend and Holiday Vehicle Usage Authorization, form PA 2927, using the employee's license plate number in place of the vehicle number.

C. Reimbursement

1. a. When a department director or organization unit head requests an employee to use his or her own vehicle on Port Authority business, reimbursement is made at the rate of 18.5 cents per mile.

b. Personnel assigned to overseas trade offices are reimbursed for such vehicle use as follows:

London	-	33 cents per mile
Zurich	-	43 cents per mile
Tokyo	-	44 dents per mile

2. In addition, such other expenses as parking fees, non-Port Authority tolls, etc. • will also be reimbursed as may be required. Expense accounts claiming such reimbursement will show the starting and ending odometer readings, total mileage, starting point, destination and the reason why the employee's car was used. In certain cases, employees will be reimbursed on the basis of mileage traveled from their normal work place instead of mileage traveled from home. Expenses for repairs (other than for damages sustained in an accident) made to an employee - owned vehicle while in use on Port Authority business, and other vehicle maintenance costs, are not reimbursable (see Paragraph D, 4 below).

D. Accidents and Liability for Damages

1. Accidents arising out of the operation of an employee-owned vehicle on Port Authority business shall be fully reported as provided, in PAI 55-3. 01.

2. In the case of a claim against an employee for damages to third persons arising out of the operation of an employee-owned vehicle on Port Authority business, the employee against whom the claim is made should immediately notify his or her organization unit head, the Claims Section of the Law Department, and, if applicable, his or her insurance carrier. Such claims are deemed to be potential claims against the Port Authority and the provisions of the Board Resolution of May 12, 1955, relative to the settlement of such claims, will apply.

3. If the employee carries insurance against such claims, the Port Authority will pay only the amount by which the claim exceeds the insurance.

4. In the event any employee-owned vehicle on Port Authority business is damaged through accident, the Port Authority shall recompense the owner

for that portion of losses deemed unrecoverable. The latter may include such losses as the amount deductible under a collision policy or for other losses not covered by insurance. Employees seeking unrecoverable expenses should contact the Claims Section, Law Department, for instructions.

E. Settlement of Claims

1. Employees whose vehicles have been damaged while on Port Authority business and who may be eligible for repayment of unrecoverable losses in accordance with the provisions of Paragraph IV, D, 4 shall, in all cases, comply with the following. Under any circumstances the cost of repairing the vehicle is to be estimated by a reputable, established auto body firm. An itemized statement must be included together with any copies of supplementary bills or statements.

2. The employee prepares a memorandum which includes all pertinent information concerning the expected cost of repairs and any unrecoverable losses and forwards the memorandum to his or her department director. The department director indicates on the employee's memorandum whether use of the vehicle on Port Authority business had been authorized and forwards the memorandum to the Claims Section.

3. Upon review, the Claims Section forwards approved claims to the Comptroller's Department for processing. In the event the claim is not approved for payment, the Claims Section notifies the claimant of the disapproval.

EXHIBIT L – DISCIPLINE

A. Introduction

No disciplinary action shall be taken except for good and sufficient cause or reason, and except in accordance with this procedure. The Employer subscribes to the principle of progressive discipline - *i.e.,* discipline is imposed for the purpose of correcting employee behavior.

B. Grounds for Discipline

The following are examples of good and sufficient cause or reason for discipline. Substantial or repeated neglect or failure of the employee properly to perform duties; substantial or repeated violation of rules and regulations; conduct seriously prejudicial to the Port Authority or the public interest.

C. Types of Disciplinary Action

1. The following measures, ***when taken for disciplinary purpose*** constitute disciplinary action within the meaning of this procedure. No other types of disciplinary action are authorized.

i. Dismissal from employment, including compulsory retirement.
ii. Demotion to a grade or title having a lower rate of pay.
iii. Transfer to a grade or title having different types of duties or responsibilities.
iv. Compulsory Leave of Absence Without Pay.
v. Reduction in seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.
vi. Forfeiture of vacation privileges.
vii. Minor discipline such as forfeiture of Port Authority passes, holiday or days off privileges, official reprimands (the written record of which shall be maintained by the Port Authority for a period of not less than one (1) year) and other appropriate minor disciplinary measures which do not affect the employee's grade, title, pay, or seniority.

D. Hearings and Disciplinary Procedures

1. The following types of disciplinary action shall not be taken except pursuant to formal written Charges and Specifications ("Charges") and a hearing before an Impartial Hearing Officer (unless the employee waives the filing of charges or the holding of such hearing): Dismissal; Demotion.

2. The following types of disciplinary action shall not be taken except pursuant to a written Notice of Intention to Discipline ("Notice" or "NOI") and a hearing before an

Impartial Hearing Officer (unless the employee waives the notice or the holding of such hearing): compulsory leave of absence without pay in excess of five days; reduction in seniority; or vacation forfeiture in excess of five (5) days.

E. Functions of the Impartial Hearing Officer

1. The Impartial Hearing Officer shall be appointed by mutual consent of both the Port Authority and the IUOE.

2. It shall be the function of the Impartial Hearing Officer to determine the truth or falsity of the alleged offense and if in the opinion of the Impartial Hearing Officer it is sustained, to determine the appropriate disciplinary action. The Impartial Hearing Officer shall proceed promptly with the hearing, shall receive testimony and evidence offered by the employee and the complainant, shall summon witnesses, and shall require the production of records and other data deemed appropriate to the hearing and the determination of the discipline.

3. The Impartial Hearing Officer shall not make any investigation except for the purpose of determining whether there is pertinent testimony or evidence which has not been produced; and any witnesses or evidence produced at the request of the Impartial Hearing Officer shall be presented at the hearing.

4. The procedure at and conduct of such hearings and all incidental proceedings shall be determined by the Impartial Hearing Officer.

5. The Impartial Hearing Officer may grant adjournments and postponements which are deemed warranted and may impose a penalty up to and including termination should an employee or his/her representative fail to appear at the hearing without obtaining prior approval of such adjournment or postponement. The party requesting the adjournment or postponement shall bear the full cost of such adjournment.

6. In the case of major discipline before an Impartial Hearing Officer, a stenographic record shall be kept of all hearings.

F. Repeated Offenses

Disciplinary action may be taken against an employee for repeated violation of rules and regulations or repeated neglect or failure to perform duties or other repeated conduct warranting disciplinary action, even though disciplinary action has previously been taken separately with respect to some or all of the series of transactions upon which such notice or charge is based; but only if such repeated conduct is charged as a separate offense.

G. Waiver of Rights, Resignations Pending Disciplinary Proceedings

1. An employee may waive the right to have a Notice or Charges filed and may waive the right to a hearing, and may do so either before or after the hearing has commenced. All such waivers must be in writing. In addition, the failure to appear at a hearing after notification shall constitute a waiver of such hearing unless the Impartial Hearing Officer shall find such failure excusable.

2. An employee may resign at any time, and in that event any disciplinary proceedings against the employee shall terminate, but unless the Notice or Charges are withdrawn they shall be filed with the employee's record and entry made in such record "Resigned under Notice pending disciplinary hearing" or "Resigned under Charges pending disciplinary hearing".

H. Temporary Suspensions Without Pay

1. Any employee may be temporarily suspended without pay in accordance with these procedures pending the preparation of the Notice or Charges and the completion of the disciplinary proceedings (but not for more than two weeks without the approval of the Labor Relations Executive of the Labor Relations Department) and such temporary suspension shall not be deemed to constitute disciplinary action unless the notice of formal charges are thereafter sustained.

2. Port Authority facility management or Labor Relations Department staff shall, whenever feasible, notify the appropriate IUOE Business Representative whenever an IUOE represented employee is to be suspended. The Union, whenever feasible, shall have an opportunity to meet with facility management prior to implementing the suspension.

3. If the notice or formal changes are sustained and if disciplinary action is taken, such disciplinary action shall be effective as of the day upon which the employee was suspended.

4. Except as provided above, the employee shall be restored to duty either prior to or upon the completion of the disciplinary proceedings and shall then receive full pay for the period of the temporary suspension.

5. Nothing contained in this discipline procedure shall be deemed to prevent suspending employees with pay pending the preparation of the Notice or Charges and the completion of disciplinary proceedings or for other administrative purposes.

I. Major Discipline Before Impartial Hearing Officer

1. *Form of Charges* -Charges shall be in writing, and each Charge shall be a brief statement of the alleged offense.

Example:

CHARGE 1
Substantial and Repeated violations of rules and regulation of the Port Authority of New York and New Jersey.

SPECIFICATION 1
Employee failed to report to work on time on the 13th, 15th, 17th, 24th, and 27th day of January, 2003, in violation of Rule 5 of "General Rules and Regulations For All Port Authority Employees," which provides that "Being in the proper place at the proper time constitutes a part of the work just as much as any specific duties. Therefore, excessive absence or tardiness may be considered sufficient cause for disciplinary action."

2. *Signature of Charges* -Charges shall be signed by the complainant, who need not be an officer, employee or agent, or otherwise connected with the Port Authority of New York and New Jersey.

3. *Filing Charges* - The Labor Relations Department confers with the complainant and assists in the preparation of Charges. The Labor Relations Department administers the processing of all major disciplinary proceedings.

Whenever Charges are made by a Port Authority employee, they shall be transmitted to the complainant-employee's Department Director. Whenever Charges are made by a person not connected with the Port Authority, they shall be transmitted to the Department Director of the employee sought to be disciplined.

4. *Time Limitation* -Charges should be filed in a timely manner, as close as possible to the occurrence upon which the Charges are based or the date when the Port Authority should reasonably have known of the same. Notwithstanding the foregoing, Charges filed with a Department Director more than one (1) year after the Port Authority should reasonably have known of the commission of the offense shall be void.

5. *Action by Director* - Upon receipt of the Charges and after such preliminary investigation as necessary, the Director shall either:

i. Return the Charges to the complainant for correction in the event that they do not conform to the required form of Charges;
ii. Direct that the Charges be dropped; but in case the complainant is not a member of the employee's department or office only with approval of the Labor Relations Manager, Labor Relations Department.

iii. If a hearing is necessary, forward the Charges to the Director, Labor Relations Department for action;

iv. In case the employee against whom Charges are made is a member of another department or office, refer the Charges to the Director of such other department or office, who thereupon shall take one or another of the types of action specified above.

6. *Action by Director, Labor Relations Department* - The Director, Labor Relations Department, upon receipt of the Charges and after such further investigation as necessary shall either:

i. Direct that the Charges be dropped; or,

ii. Refer the Charges to an Impartial Hearing Officer for hearing.

7. *Service of Charges and Notice of Hearing* -

Charges shall be served upon the employee and direct the employee to appear for a hearing. The Charges and/or notification of hearing may be served personally, by registered mail, or by Federal Express or United Parcel Service Overnight Delivery at the last known address of the employee on file with the Human Resources Department of the Port Authority.

8. Findings - As promptly as practicable following the conclusion of a hearing the Impartial Hearing Officer shall make findings. The findings shall be in writing and shall refer to each separate Charge and shall state whether each Charge is "sustained" or "not sustained." The Impartial Hearing Officer, if he/she desires, may accompany the findings with opinions in writing explaining the reasons for such findings.

The Impartial Hearing Officer shall make a determination of the appropriate disciplinary penalty if the Charges are sustained, and in doing so may receive and consider records of prior disciplinary proceedings.

The findings of the Impartial Hearing Officer shall be final and binding on both the Port Authority, the IUOE and the employee, and may be implemented immediately and without further action or review to the extent permitted by and in accordance with applicable law.

J. Minor Discipline Before Impartial Hearing Officer

1. When management deems that disciplinary action should be taken, the employee shall be served with a NOI, with a copy to the Labor Relations Department and to the appropriate representative of the IUOE, of the facts upon which such action is based and the requested disciplinary penalty.

2. If requested, a meeting shall be scheduled between management, the employee, the IUOE representative and a representative of the Labor Relations Department, to attempt resolution of the pending NOI.

3. If a meeting is requested and resolution is not attained or if a meeting is not requested, the Labor Relations Department representative and the IUOE representative shall agree to the appointment of an Impartial Hearing Officer and to a mutually convenient date for hearing at which time the Impartial Hearing Officer shall receive evidence and testimony.

4. The Impartial Hearing Officer is encouraged to render his/her findings, determinations and disciplinary penalty, if any, on the hearing date. Such decision shall be in writing and shall be final and binding on the Port Authority, the IUOE, and the employee.

K. Local Administrative Disciplinary Procedures applicable to classes represented by the International Union of Operating Engineers

The following procedure shall apply in lieu of the procedures specified in Paragraphs I and J, above. A Facility or Division Manager may, after consultation with the Labor Relations Manager, administer initial discipline for minor violations of Port Authority rules and regulations. For all such offenses charged in connection with any one violation, the amount of penalty will be no greater than the equivalent of five days' pay.

PROCEDURE

1. When a supervisor deems that disciplinary action should be taken in connection with an alleged violation by an employee, he shall notify the employee in writing, with a copy to the appropriate representative of the IUOE, of the facts upon which such action is based and shall at the same time schedule a meeting with the manager, and the employee involved. The employee's representative may attend this meeting.

2. At the meeting, the manager will interview the supervisor and the employee. The purpose of these interviews will be to permit the manager, the supervisor and the employee to develop pertinent facts and to permit the evaluation by the manager of the circumstances leading to the alleged violations, and result in the determination by the manager of appropriate action. If additional information is needed, the manager will make arrangements to elicit same, and if necessary arrange for a subsequent meeting.

3. Within fifteen days after the above meeting, the manager shall inform the employee, in person, of the action to be taken and the reasons for this action. A comprehensive written report of the manager's determination and findings will be presented to the employee at this time. Copies of this determination will be transmitted to the Labor Relations Manager and to a representative of the IUOE. If the

employee accepts such determination, he will signify his concurrence in writing.

4. If the employee does not accept such determination, he may appeal the determination to the appropriate Department Director within fifteen days of the issuance of the determination. Such appeal shall be in writing, setting forth the basis for appeal, and may be in the form of a letter or memorandum addressed to the Director.

5. If an employee appeals such determination, the Director or his designee shall review all pertinent data, conducting such interviews as he may elect, and render a written determination in the matter to the said employee within fifteen days of receipt of the appeal.

6. If the employee disagrees with the determination of the Department Director, he may, within fifteen days of the issuance of the determination, appeal to the Labor Relations Manager for final reviews, said appeal to be in the form of a letter or memorandum addressed to the Labor Relations Manager.

7. The Labor Relations Manager, acting for the Director of the Labor Relations Department, must reply in writing to the aggrieved employee within thirty days. Such reply will be final. Failure on the part of an employee to make his appeal within the prescribed time limits will result in the acceptance of the recommended discipline. Failure on the part of any management representative to inform the employee of disciplinary action within the prescribed time limits will result in the charges against the employee being waived.

EXHIBIT M - HOLIDAYS

All permanent, probationary and project employees in the covered membership are entitled to the twelve (12) full paid holidays enumerated below or paid days off in lieu of holidays, depending on the operational requirements of their assignments.

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

EXHIBIT N - CATEGORIES OF PORT AUTHORITY EMPLOYMENT

Office of the Executive Director
The Port of New York Authority

PAI 20-1.01
Revised July 10, 1970

I. Introduction

This instruction describes the categories of employees in the Port Authority based on employment status, tenure of office, pay plans and benefits and nature of work. These categories are used else- where in the Port Authority Instruction System in referring to employees.

II. Categories Based on Employment Status

An "Employee" is any person regularly employed by the Port Authority upon a salaried basis whose compensation is computed on an hourly, daily, monthly, or yearly basis and who is not an outside consultant.

A. A "Permanent Employee" is any employee who has been continuously employed by the Port Authority for more than twelve months, except a person who is within one of the categories provided in subdivision C, 1 and C, 2 below. "Continuous employment" or words of similar import, means uninterrupted employment by the Port Authority, in any position or positions. Time spent on authorized vacation, sick leave or other authorized or excused absence with pay, is included in computing the period of continuous employment.

B. A "Probationary Employee" is:

1. any person hired for a permanent position, who has not completed twelve months of service with the Port Authority, which is the working test period required for qualification as a permanent employee; or

2. a permanent employee who has been promoted, transferred, or reassigned to a new position, and is serving a working test period before attaining permanent status in the new position. The probationary periods are:

a. six months, for employees promoted, transferred or reassigned to Pay Plan B positions or to high level supervisory Pay Plan C positions. (The Personnel Director maintains a list of the Pay Plan C positions requiring six-month promotion probation.)

b. three months. for employees promoted, transferred or reassigned to all other Pay Plan C positions.

C. A "Temporary Employee" is any person - -

1. who has been hired for a fixed period of employment, whether for more or less than twelve months; or

2. who has been hired to fill a position vacated either by an employee who has entered the armed forces of the United States of America, or by an employee absent on an authorized leave of absence.

D. An "Outside Consultant" is any person specifically hired or retained by the Port Authority in a consultant capacity and/or to render special services of an expert or specialized nature, and such person shall be deemed to be an outside consultant whether or not he is paid upon a per diem, monthly, yearly, or fee basis.

III. Categories Based on Tenure of Office

A. An "Unclassified Employee" is one holding the position of Deputy Executive Director, Department Director, or a top management position approved by the Operations Committee and who may be removed by the Executive Director with the approval of the Chairman of the Committee on Operations, for any cause or reason under procedures established by the Executive Director and filed with the Committee on Operations.

B. A "Professional and Managerial Employee" shall mean any employee occupying a position to be specifically designated on a list to be promulgated by the Executive Director and filed with the Committee on Operations and the Secretary, and which shall, in general, include employees occupying positions which require a high degree of formal education or specialized training, those holding supervisory or managerial positions or positions of a confidential nature. These employees may be removed by the Executive Director with the approval of the Chairman of the Committee on Operations, for any cause or reason under procedures established by the Executive Director and filed with the Committee on Operations.

C. A "Classified Employee" is one holding a position that is not included and described in II, C; II, D; III, A; and III, B above and who shall be removed only after a hearing under the applicable rules and regulations of The Port of New York Authority, which shall provide that the removal, dismissal, transfer or demotion of such employees shall be subject to the approval of the Committee on Operations.

IV. Categories Based on Pay Plans and Benefits

The Personnel Department maintains a listing of pay plans which includes the position titles assigned to each plan to assist in the administration of employee salary and benefits.

A. Pay Plan A employees are the top management positions of the Port Authority including the Executive Director. Deputy Executive Director, Department Directors and others designated for inclusion in this plan.

B. Pay Plan B employees are the following:

1. Pay Plan EXB consists of professional and technical classes involving engineering, architectural, materials testing and inspection activities.

2. Pay Plan FM consists of supervisory classes responsible for supervising facility maintenance and craft activities.

3. Pay Plan FO consists of supervisory employees responsible for supervising facility operations activities excluding maintenance, police and toll collection functions.

4. Pay Plan FP are supervisory employees responsible for supervising police activities.

5. Pay Plan FT are supervisory employees responsible for supervising major facility toll collection activities.

6. Pay Plan DB consists of non-field supervisory classes responsible for directly supervising office or clerical functions and also technical and specialist classes which do not require the degree of education or formal training associated with general administrative, managerial or professional duties.

7. Pay Plan B are managerial and professional employees who are not included in paragraphs 1 through 6 above.

C. Pay Plan C Employees are the following:

1. Pay Plan DC - consists of classes engaged in technical or specialized activities not fundamentally clerical, facility maintenance, or operations in nature.

2. Pay Plan C - are all other employees not listed above.

V. Categories Based on Nature of Work

A. Field Employees are those in the Operations, Maintenance, Craft, and Police, Toll Collection or Field Engineering Classes.

B. Non-Field Employees are those in the Managerial, Administrative, Professional, Technical or Clerical Classes.

Memorandum of Agreement

Between

The Port Authority of New York and New Jersey

and

The Port Authority Lieutenants Benevolent Association

January 21, 2003 - January 20, 2010

Louis Echavarria, Jr., President
241 Erie Street, Room 226
Jersey City, NJ 07310

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MEMORANDUM OF AGREEMENT

Memorandum of Agreement executed this 12th day of April, 2005, between The Port Authority of New York and New Jersey (the "Port Authority") and the Port Authority Police Lieutenants Benevolent Association, Inc. (the "Association")

PREAMBLE

WHEREAS, the Port Authority and the Association have negotiated with respect to wages, hours and conditions of employment and other matters relating to the employment of Police Lieutenants; and

WHEREAS, this Memorandum of Agreement is entered into pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction;

NOW, THEREFORE, it is agreed as follows:

I. RECOGNITION

1. The term "Police Lieutenant" shall mean all persons employed in the position described in Port Authority Job Specification No. 2615 dated July, 1960 and revised July 1998, and annexed hereto as Document "A-1". It shall also mean all persons employed in the positions described in Port Authority Job Specification No. 2616 dated June, 1972 revised April, 1976 and further revised October, 1981, and further revised July, 1984, and further revised July, 1998, annexed hereto as Document "A-2", and shall include the plural as well as the singular. Reference to the masculine shall include the feminine.

2. The Port Authority recognizes the Association as the sole and exclusive representative of Police Lieutenants for the purpose of collective negotiations with respect to rates of pay, hours of work and other terms and conditions of employment.

3. During the term of this Memorandum of Agreement, the Port Authority will not enter into a Memorandum of Agreement with any employee organization other than the Association with respect to the Police Lieutenants covered by this Memorandum of Agreement.

4. Upon presentation of a dues checkoff authorization card signed by an individual Police Lieutenant, the Port Authority shall deduct from the compensation paid to the individual Police Lieutenant such dues and assessments as may be so authorized. The amounts so deducted shall be remitted to the designated Association representative bi-weekly. For Police Lieutenants who have had such an authorization card presented, said

authorization shall remain in effect for the term of this Memorandum of Agreement; provided, however, that a Police Lieutenant may revoke such authorization by written notice on a form acceptable to the Port Authority, filed with the Director, Labor Relations Department, so long as said notice is received by said Director no earlier than January 6, 2010 and no later than January 20, 2010, and provided further that failure to revoke the said authorization pursuant to this Section shall be deemed to be a waiver of the right to revoke said authorization. Any such revocation so filed shall be effective upon the commencement of the second standard pay period following its filing.

5. The Port Authority will provide the Association with a copy of the minutes of the meetings of the Board of Commissioners and Committees thereof adopted after the execution of this Memorandum of Agreement and of all current and future PAIs, APs, PDIs, POIs, OPIs, HRPs and LDDs affecting Port Authority Police Lieutenants, such as memoranda from Police Headquarters (formerly known as Police Division), Facility Police Commands, or Consolidated Police Zones, and with any Office Memoranda or similar directives affecting Police Lieutenants prepared for bulletin board posting or general dissemination to such Police Lieutenants. All such memoranda from a Facility Police Command or Consolidated Police Zone Command will also be provided to the Association's Executive Board members assigned to said Command or Commands, and if no Executive Board member is so assigned, the memoranda will be provided to the facility delegate.

6. The Port Authority will provide quarterly to the designated Association representative by means of computer disk the dates of birth, current addresses, and the marital and parental status of Police Lieutenants as such information is reflected in the Port Authority files.

7. The material specified in Paragraphs 5 and 6 shall be mailed to the designated Association representative and shall be provided at no cost to the Association. With the exception of office memoranda or similar directives from Police Headquarters, Facility Police Commands, or Consolidated Police Zone Commands, said materials shall be mailed Registered Mail or Certified Mail, Return Receipt Requested.

8. The President of the Association or his designated representative shall have exclusive visitation rights at Port Authority facilities for the purpose of administering this Memorandum of Agreement and for the purposes of recruiting Association membership and of explaining Association services and programs. Such activities shall be limited to reserve rooms, locker rooms and other facility areas reasonably designated by the Facility Police Commanding Officer or his designee and shall not interfere with facility operations.

II. PAST PRACTICES – PROTECTION OF EXISTING TERMS AND CONDITIONS OF EMPLOYMENT

1. Unless a contrary intent is specifically expressed in this Memorandum of Agreement, all practices, procedures and policies governing existing terms and conditions of employment of Police Lieutenants which are not specifically enumerated or set forth in this

Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of execution of this Memorandum of Agreement and, during the term of this Memorandum of Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, statute or otherwise and governing an existing term and condition of employment shall not be limited, restricted, impaired, removed or abolished unilaterally.

2. A charge or complaint that the Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term and condition of employment which is not specifically enumerated or set forth in this Memorandum of Agreement shall not be subject to or processed through the grievance-arbitration procedures referred to in Section XXII of this Memorandum of Agreement.

3. Nothing herein shall be deemed or construed to waive any rights of the Association or of any Police Lieutenant under any Port Authority Labor Relations Instruction in effect during the term of this Memorandum of Agreement.

III. SALARY RANGES

1. The salary ranges of individuals promoted to the rank of Police Lieutenant (Job Specification 2615) before January 1, 1993, will be as shown on the schedule annexed hereto as Appendix "A(1)".

2. The salary ranges of individuals promoted to the rank of Police Lieutenant (Job Specification 2615) on or after January 1, 1993, but before January 1, 1998, will be as shown on the schedule annexed hereto as Appendix "A(2)".

3. The salary ranges of individuals promoted to the rank of Police Lieutenant (Job Specification 2615) on or after January 1, 1998, but before the execution of the Memorandum of Agreement, will be shown on the schedule annexed hereto as Appendix "A(3)".

4. The salary ranges of individuals promoted to the rank of Police Lieutenant (Job Specification 2615) on or after the execution of the Memorandum of Agreement, will be shown on the schedule annexed hereto as Appendix "A(4)".

5. The salary ranges of individuals promoted to the rank of Detective Lieutenant (Job Specification 2616) before January 1, 1998, who had been promoted to the rank of Police Lieutenant (Job Specification 2615) before January 1, 1993, will be as shown on the schedule annexed hereto as Appendix "A(5)".

6. The salary ranges of individuals promoted to the rank of Detective Lieutenant (Job Specification 2616) on or after January 1, 1998, will be as shown on the schedule annexed hereto as Appendix "A(6)".

7. Effective upon the execution of this Memorandum of Agreement, notwithstanding the language of OPI 20-2X.05, in-grade salary increases (steps) may only be withheld for an individual Police Lieutenant during any period in which that Police Lieutenant is suspended without pay or administratively suspended. In the event that the Police Lieutenant is subsequently reinstated to full duty, the Police Lieutenant's payment of full pay for the period of his suspension shall include payment for the in-grade salary increases that were withheld during the period of his suspension.

8. In-grade salary increases shall be administered and processed in accordance with OPI 20-2X.05, dated September 9, 1973, entitled "Pay Plan C In-grade Salary Increases", annexed hereto as Document "BB".

IV. LONGEVITY ALLOWANCES

Longevity shall be as follows (see Appendices "A(1)", "A(2)", "A(3)", "A(4)", "A (5)"and "A(6)"):

a. Longevity shall be based upon the base salary of the Police Lieutenant.

b. Commencing on January 21, 2003, longevity shall be:

1% after the completion of 1 year of service;

1.5% after the completion of 2 years of service;

2% after the completion of 3 years of service;

2.5% after the completion of 4 years of service;

3% after the completion of 5 years of service;

3.5 % after the completion of 6 years of service;

4% after the completion of 7 years of service;

4.5% after the completion of 8 years of service;

5% after the completion of 9 years of service;

5.5% after the completion of 10 years of service;

6% after the completion of 11 years of service;

6.5% after the completion of 12 years of service;

7% after the completion of 13 years of service;

7.5% after the completion of 14 years of service;

8% after the completion of 15 years of service;

8.5% after the completion of 16 years of service;

9% after the completion of 17 years of service;

9.5% after the completion of 18 years of service;

10% after the completion of 19 years of service;

10.5% after the completion of 20 years of service;

11% after the completion of 21 years of service;

11.5% after the completion of 22 years of service;

12% after the completion of 23 years of service;

12.5% after the completion of 24 years of service;

13% after the completion of 25 years of service;

13.5% after the completion of 26 years of service;

14% after the completion of 27 years of service;

14.5% after the completion of 28 years of service; and

15% after the completion of 29 years of service and thereafter.

2. Longevity allowances will be paid to a Police Lieutenant at one of the rates specified in paragraph 1.b. effective in the bi-weekly pay period in which the individual Police Lieutenant completes the stipulated number of years of police service.

3. As used in this Section, and only for the purpose of computing longevity allowances, the term "police service" shall include service performed as a Port Authority police cadet.

V. SHIFT DIFFERENTIALS

1. Effective January 21, 2003, each Police Lieutenant working a tour of duty commencing on or after 2:00 p.m. and ending on or before 10:00 a.m., shall receive a shift differential premium of twelve and one-half percent (12 ½ %) of his base hourly rate.

2. No shift differential premium shall be paid for any overtime hours worked by a Police Lieutenant, except as provided by applicable law, but such premium shall not be withheld by reason of hours worked for which other premiums are paid pursuant to this Memorandum of Agreement.

3. The shift differential paid for working a full tour of duty during the hours specified in Paragraph 1 hereof, shall be computed on the basis of eight hours multiplied by the shift differential hourly premium rate. If a Police Lieutenant entitled to a shift differential works less than a full tour of duty, time worked shall be computed to the nearest hour for shift differential purposes. Shift differential payment shall be paid on a bi-weekly basis and shall be included in regular paychecks.

VI. PREPARATION TIME ALLOWANCE

1. During the term of this Memorandum of Agreement, each Police Lieutenant except Detective Lieutenants, (Job Spec 2616), as enumerated in Paragraph 3 below, will receive compensation at overtime rates for fifteen minutes of preparation time for each eight-hour tour of duty in which eight hours or more of actual time worked (exclusive of preparation time) is reflected on his daily time card and/or successor daily timekeeping document as "Total Hours Worked". Such preparation time shall be overtime and payment for such time in the form of cash or banked compensatory time shall be in accordance with provisions of Section XIV of this Memorandum of Agreement.

2. All Police Lieutenants, except Detective Lieutenants (Job Spec 2616) who, in accordance with Paragraph 3 below, are not entitled to receive preparation time allowance, shall be required during the term of this Memorandum of Agreement to report to work at least fifteen minutes prior to the start of each eight-hour tour of duty to complete preparations in connection with the commencement of such tour. Such preparation time prior to the start of an eight-hour tour shall not be used for change of clothes or wash-ups. Detective Lieutenants shall not be required pursuant to this Section VI to report to work fifteen minutes prior to the start of each tour.

3. No Detective Lieutenant shall be entitled to receive preparation time allowance, except that a Detective Lieutenant who is required to report to work on a day he is not provided with a Port Authority vehicle for commutation to and from work and his residence shall receive preparation time allowance for that day. If the Port Authority makes use of the vehicle provided to a Detective Lieutenant and it is not available for the Detective Lieutenant to commute from work to his residence, he shall be provided with alternate transportation for that purpose in satisfaction of the above; and, in such case, the Port Authority shall provide him with alternate transportation to commute from his residence to work for his next tour of duty in satisfaction of the above in connection with that tour.

VII. LIEUTENANTS RESERVE POOL ANNUAL STIPEND

1. Each Police Lieutenant assigned to the Lieutenant's Reserve Pool shall receive a quarterly stipend of either 2% of the base salary of the Police Lieutenant for the entire quarter or $187.50, whichever is greater.

2. For purposes of this stipend, the quarters shall be January through March; April through June; July through September; October through December; and assignment to the

Lieutenant's Reserve Pool for any day in the quarter shall entitle the Police Lieutenant to payment for the entire quarter.

3. The stipend due Police Lieutenants shall be paid by March 1 of the year following the year or part thereof the stipend was earned or within 60 days of the date the Police Lieutenant transfers out of the Lieutenant's Reserve Pool.

VIII. UNIFORMS, UNIFORM ALLOWANCES AND UNIFORM CLEANING ALLOWANCES

1. On the first pay day in July of 2003, 2004, 2005, 2006, 2007, 2008 and 2009, respectively, the annual uniform allowance shall be 3% of the maximum base salary for a Police Lieutenant as of January 21, 2003, January 21, 2004, January 21, 2005, January 21, 2006, January 21, 2007, January 21, 2008, and January 21, 2009, respectively, as shown on Appendices "A(1)", "A(2)", "A(3)", "A(4)", "A(5)" and "A(6)" and shall be payable to all eligible Police Lieutenants as of the first pay day in July 2003, 2004, 2005, 2006, 2007, 2008, and 2009, respectively.

2. Effective January 21, 2003, the annual uniform allowance paid to Police Lieutenants pursuant to Paragraph 1 of this section shall supersede and be inclusive of the following allowance payments formerly received annually by Police Lieutenants: uniform, uniform cleaning, safety shoe, safety eye wear, and shooting award allowances.

3. The annual uniform allowance for the year 2010 will be renegotiated as part of the next successive Memorandum of Agreement.

4. Except as provided in paragraph 9 hereof, the provisions of PAI 20-4.01 annexed hereto as Document "H" entitled "Uniform Allowances" shall be applicable to Police Lieutenants.

5. Police Lieutenants shall be eligible for the full annual uniform allowance without regard to the Police Lieutenant being on sick or injury-on-duty leave, administrative suspension or working in a restricted capacity of any kind. Payment for the allowance to any Police Lieutenant who is suspended without pay shall be made only when the Police Lieutenant is placed on administrative suspension or restored to full duty.

6. The Port Authority will continue to issue those items of uniform clothing and equipment currently issued as detailed in PDI 2-10, revised in February, 1973, and subsequently revised with the agreement of the Association as PDI 7-8, dated September, 1981, and further revised with the agreement of the Association dated November, 1983, annexed hereto as Document "I" in addition to the currently issued trousers, police fall jackets, winter overcoat (currently the Spiewak Winter Coat), nameplates and leather holder,

Millennium gas mask and radio case. In the event a uniform or equipment item is substituted in lieu of the foregoing items it will be issued to Police Lieutenants at no expense.

7. In the event Police Lieutenants experiment with a prototype uniform clothing item which eventually becomes a formal part of the uniform, the Police Lieutenant testing the new prototype uniform clothing item would be required to purchase the new item but would be charged a prorated cost for the period of time the items were in test status.

8. The costs of uniform or equipment changes for Police Lieutenants shall be paid for by the Port Authority.

9. Police Lieutenants who retire after receiving a uniform allowance and/or uniform cleaning allowance will not be required to make any repayment to the Port Authority.

10. Upon production by a Police Lieutenant of an item of uniform damaged beyond normal wear and tear in the line of duty without fault or negligence of the Police Lieutenant, the Port Authority shall reimburse such Police Lieutenant for the cost of replacement of such item prorated from the time of purchase by such Police Lieutenant against the useful life of the item. In addition, upon production by a Police Lieutenant of personal items or proof of loss thereof, which may be by affidavit, consisting exclusively of shoes, eyewear, watches, or insulated garments damaged beyond reasonable wear and tear or lost in the line of duty without fault or negligence on the part of the Police Lieutenant, the Port Authority shall reimburse such Police Lieutenant for the reasonable cost of replacement or repair of such item up to a maximum of $100.00 per item.

11. During the term of this Memorandum of Agreement, any new piece of equipment not heretofore issued to Police Officers at the time they are hired which the Port Authority authorizes to be issued to newly hired Police Officers, will also be issued to all Police Lieutenants at no cost to them. In addition, the Port Authority will pay the full cost of alterations to a Police Lieutenant's uniform necessitated by any such new piece of equipment, or, where alterations are not practicable, the Port Authority will issue uniform clothing items at no cost to the Police Lieutenant.

12. The Port Authority Police Uniform Committee shall consist of the designee of the Superintendent of Police, who shall be Chairman, the Planning and Research Lieutenant, and one member each from the Association, the Port Authority Sergeants Benevolent Association, the Port Authority Detectives Endowment Association, and three members from the Port Authority Police Benevolent Association, Inc., who shall be designated by the respective Association Presidents, and other members designated from time to time by the Superintendent of Police.

13. The Uniform Committee will maintain a continuous program of research into all aspects of police uniforms. The Committee will make recommendations to the Superintendent of Police on:

a. Uniform standards and specifications;

b. Adoption of new items of uniforms; and

c. Maintenance of uniforms.

14. The Port Authority Police Equipment Standards Committee shall consist of the designee of the Superintendent of Police, who shall be Chairman, the Planning and Research Lieutenant, one member each from the Association, the Port Authority Police Sergeants Benevolent Association, the Port Authority Detectives Endowment Association, and three members from the Port Authority Police Benevolent Association, Inc., who shall be designated by the respective Association Presidents.

15. The Police Equipment Standards Committee will hold meetings as needed and will maintain a continuous program of research into all aspects of police equipment, including police lounge, kitchen and locker equipment. The Committee will make recommendations for implementation by the Superintendent of Police on:

a. Equipment standards and specifications;

b. Adoption of new items of equipment; and

c. Maintenance of equipment.

16. The August 30, 1979 Port Authority Memorandum from Superintendent of Police Walter R. Lee to all members of the Force, Subject: Port Authority Police Protective Vest Program, shall be deemed included in this Memorandum of Agreement and shall be implemented. In addition, the Port Authority will distribute approximately thirty extra protective vests, at least one at each facility, for use by members of the Police Force on occasions when their own vests are not available. After each use by an individual Police Lieutenant, the Port Authority is responsible for cleaning such extra vest.

17. Protective vests issued to Police Lieutenants by the Port Authority shall be inspected by an independent outside testing agency chosen by the Port Authority. Such inspections shall be made at time intervals which are consistent with the recommendation of the manufacturer of the vests. If such inspection establishes that a vest should be replaced or if the federal or state government recommends replacement of such vests, it shall be replaced at the sole expense of the Port Authority.

18. Police Lieutenants are not required to wear their uniforms while utilizing mass public transportation to travel to and from their facility, court or other similar hearings, nor will they be required to have uniforms in their possession when attending training programs at locations other than their permanently assigned Facility Police Command. Except as provided for in Section XVI (4) (j) of this Memorandum of Agreement and when otherwise required to travel in uniform, Police Lieutenants may be authorized but shall not be required to use their personal vehicles, for which they will be appropriately reimbursed in accordance with Section XLVIII of this Memorandum of Agreement, or they will be provided with transportation.

IX. LIFE INSURANCE

1. During the term of this Memorandum of Agreement, the Port Authority will provide Group Life Insurance for active Police Lieutenants identical to the insurance provided by Prudential Insurance Company of America, Inc. group term life insurance policy No. G-10493 in effect as of July 4, 1981. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay the full premium costs of the Port Authority Group Life Insurance coverage for each active Police Lieutenant in an amount of coverage equal to three times the Police Lieutenant's base annual salary.

2. The term "premium costs" as used in the first paragraph of this Section shall mean premium costs established by the insurer, including any increase in such costs, in effect during the term of this Memorandum of Agreement. The term "base annual salary" as used in this Section shall mean the base annual salary of a Police Lieutenant during the term of this Memorandum of Agreement as set forth in Appendices "A(1)", "A(2)", "A(3)", "A(4)", "A(5)" or "A(6)", annexed hereto, adjusted to the next highest multiple of $1,000.00 With each change in base annual salary for a Police Lieutenant under the group policy, his Group Life Insurance coverage will be appropriately adjusted.

3. Each Police Lieutenant shall have the option upon retirement to continue coverage under the Port Authority Extended Group Life Insurance plan up to the amount of such coverage applicable to him at the time of retirement. Any Police Lieutenant exercising the option to continue such coverage shall pay for such coverage at the rate or rates applicable to Port Authority managerial and professional employees as shall from time to time be in effect during the period of his retirement (see final order of IP 03-9). The insurance applicable to such Police Lieutenant after retirement shall continue without change until such Police Lieutenant reaches the age of 65; thereafter, such insurance coverage shall be reduced in the amount of ten percent (10%) of initial retirement coverage per year until upon reaching the age of 71, such Police Lieutenant shall retain Port Authority Group Life Insurance coverage in an amount equal to one-third (1/3) of the amount of his coverage at the time of his retirement.

4. A copy of the Port Authority Group Life Insurance policy and riders, if any, covering Police Lieutenants, including the number thereof, and the premium costs per month to the Port Authority of such insurance, shall be made available to the designated Association representative when such policy, riders, and premium costs have been finally formulated. Booklets describing such insurance shall be provided to all Police Lieutenants within sixty days from the date of execution of this Memorandum of Agreement.

X. HEALTH INSURANCE

1.a. Prior to the execution of this Memorandum of Agreement, the Port Authority provided Group Health Insurance (i.e., hospitalization, surgical/medical and major medical benefits) for each active Police Lieutenant whose employment as a Police Officer (Job Specification 2600) commenced before July 1, 1999, including sponsored child coverage, identical to the Group Health Insurance provided by Blue Cross and Blue Shield of Greater New York group contract No. GC-1743 in effect as of July 26, 1987 and Prudential Insurance Company of America, Inc. group policy No. G-14910 in effect for managerial employees as of July 26, 1987. The Port Authority paid for each enrolled active member the full premium costs of this insurance.

1.b. Effective July 1, 1999, all Police Lieutenants whose employment as a Police Officer (Job Specification 2600) commenced before July 1, 1999 were granted an option between continuing in the group health insurance provided under Paragraph 1.a. or enrolling in a Preferred Provider Organization ("PPO") Plan provided by United Healthcare, Group #197512, in effect for managerial employees as of September 1, 1998. For Police Lieutenants enrolled in the United Healthcare ("PPO") Plan, the benefits coverage provided by the United Healthcare ("PPO") Plan shall be no less than the group health plan benefits coverage provided in Paragraph 1.a. described above. The Port Authority will pay for each enrolled active member the full premium costs of such alternate program.

1. c. Police Lieutenants whose employment as a Police Officer (Job Specification 2600) commenced on or after July 1, 1999 shall not be eligible for nor covered by the group health plan provided pursuant to Paragraph 1.a. The Port Authority shall provide to Police Lieutenants whose employment as a Police Officer (Job Specification 2600) commenced on or after July 1, 1999 health benefits under the Preferred Provider Organization ("PPO") Plan provided by United Healthcare Group #197512, in effect for managerial employees as of September 1, 1998. For Police Lieutenants enrolled in the United Healthcare ("PPO") Plan, the benefits coverage provided by United Healthcare ("PPO") Plan shall be no less than the group health plan benefits coverage provided in Paragraph 1.a. described above. The Port Authority will pay for each enrolled active member the full premium costs of this insurance.

1. d. Effective with the execution of this Memorandum of Agreement, the Port Authority shall provide Group Health Insurance (i.e. hospitalization, surgical/medical and major medical benefits) for each active Police Lieutenant, including sponsored child coverage, under the Preferred Provider Organization ("PPO") Plan provided by United Healthcare, Group #197512, in effect for managerial employees as of September 1, 1998.

Police Lieutenants enrolled in the United Healthcare ("PPO") Plan shall enjoy benefits coverage no less than the group health plan benefits heretofore applicable to Police Lieutenants under Paragraphs 1.a.,1.b. and 1.c., described above. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided to active Police Lieutenants pursuant to Paragraphs 1.a., 1.b., and 1.c. herein. The Port Authority will pay for each enrolled active member the full premium costs of such insurance.

2. The Port Authority shall provide each active Police Lieutenant with the Prescription Drug Plan (National Prescription Administrators- Port Authority Sponsor No. 1395 now being administered by Express Scripts Sponsor No. 1395) provided by the Port Authority to managerial employees as of May 7, 1998 and such plan shall be the sole and exclusive prescription drug benefit provided to active Police Lieutenants. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided above. The Port Authority will pay for each enrolled active member the full premium costs of such plan.

3. The Port Authority shall provide each active Police Lieutenant with the Vision Care Plan (National Vision Administrator - Port Authority Sponsor No. 1007) provided by the Port Authority to managerial employees as of December 1, 1999 and such plan shall be the sole and exclusive vision care benefit provided to active Police Lieutenants. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay for each enrolled active member the full premium costs of such plan.

4. The term "premium costs" as used in the first, second and third paragraphs of this Section shall mean premium costs established by the provider, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

5. During the term of this Memorandum of Agreement, the Port Authority will continue to pay the full cost of providing Port Authority Group Health Insurance for retired Police Lieutenants who at the time of their retirement were members of the Port Authority Group Health Insurance Program and, for Police Lieutenants who retire on or after July 2, 1998 the Port Authority will also pay for the full cost of providing the prescription drug plan enumerated in Paragraph 2 of this Section. For Police Lieutenants who retire on or after December 1, 1999, the Port Authority will also pay for the full cost of providing the Vision Care benefit enumerated in Paragraph 3 of this Section. The benefits available to any such retired Police Lieutenant shall be those applicable to him at the time of his retirement.

6. A copy of any insurance contract(s), insurance policy(ies), prescription plan(s), vision plan(s) and riders, if any, covering Police Lieutenants, including the policy number thereof, and the premium costs per month to the Port Authority of such insurance policy(ies) or plan(s), shall be made available to the designated Association representative when such insurance policy(ies), plan(s), riders and premium costs have been finally formulated.

Booklets describing such insurance shall be provided by the Port Authority to all Police Lieutenants within sixty days from the date of execution of this Memorandum of Agreement.

XI. DENTAL INSURANCE

1.a. The Port Authority shall provide Group Dental Insurance to active Police Lieutenants whose employment as a Police Officer (Job Specification 2600) commenced prior to May 1, 2004, identical to the Group Dental Insurance provided by Prudential Insurance Company of America Inc. group contract No. GH-14910 in effect for managerial employees as of January 1, 1985 as modified by the letter agreement dated March 8, 2002, annexed hereto as Appendix "N" or the Group Dental Benefits identical to those previously provided by the Prudential Insurance Company of America, Inc., group contract No. GH-14910, now being provided by Metropolitan Life Insurance Company (MetLife) Group Number 302043 in effect for Police Lieutenants as of October 1, 2003. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay for each active enrolled Police Lieutenant the full premium costs of such insurance.

1.b. The Port Authority shall provide Group Dental Insurance to active Police Lieutenants, whose employment as a Police Officer (Job Specification 2600) commenced on or after May 1, 2004, identical to the Group Dental Insurance provided by Prudential Insurance Company of America, Inc., group contract No. GH-14910 in effect for managerial employees as of January 1, 1985, as modified by the letter agreement of March 8, 2002, annexed hereto as Appendix "N", or the group Dental Benefits identical to those previously provided by the Prudential Insurance Company of America, Inc., group contract No. GH-14910, now being provided by Metropolitan Life Insurance Company (MetLife) Group Number 302043 in effect for Police Lieutenants as of October 1, 2003, except that the annual maximum benefit per covered person for Restorative Services shall be limited to $2,000.00. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay for each active enrolled Police Lieutenant the full premium costs of such insurance.

1.c. As an alternative to the Port Authority Group Dental Insurance, Police Lieutenants currently enrolled in the Dent-Care Plan will be permitted to continue in that Dent-Care Plan on the same terms and on the same basis as managerial employees with benefits no less than that provided to managerial employees. The Port Authority will pay for each active enrolled Police Lieutenant the full premium costs of such insurance. The Port Authority will permit Police Lieutenants enrolled in the Dent-Care Plan to change to coverage under the Group Dental Insurance identified in Paragraphs 1.a. or 1.b. of this Section on written request from the Police Lieutenant at any time. Police Lieutenants changing from the Dent-Care Plan to Group Dental coverage under Paragraphs 1.a. or 1.b. of this Section shall not be permitted to return to the Dent-Care Plan.

1.d. In the event the Port Authority improves the Group Dental Insurance benefits provided under Paragraphs 1.a., 1.b. or 1.c. herein for managerial employees during the term of this Memorandum of Agreement, said improvements will be provided to the Association on not less than the most favorable terms provided to managerial (Service "B") employees.

2. As used in Paragraphs 1.a., 1.b. and 1.c. of this Section, the term "premium costs" shall mean premium costs established by the provider, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

3. During the term of this Memorandum of Agreement, Police Lieutenants shall be permitted to carry the Group Dental Insurance or the Dent-Care Plan, set forth in Paragraphs 1.a., 1.b. and 1.c. hereof, as the case may be, into retirement, with the retirees paying the cost of the Dent-Care Plan.

4. In the event a Police Lieutenant has opted to carry the Group Dental Insurance into retirement, the Port Authority will pay the costs thereof and the benefits available to any such retired Police Lieutenant shall be those applicable to him at the time of his retirement. If the Port Authority, in its sole discretion, chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that provided under the above plan(s) in effect as of the date of execution of this Memorandum of Agreement. If the Port Authority does choose to change providers for the above insurance plan(s), then the Port Authority will continue to pay the entire cost of such plan or plans throughout the Police Lieutenant's retirement and the benefits available to any such retired Police Lieutenant shall be those applicable to him at the time of his retirement.

5. A copy of the Port Authority Group Dental Insurance policy and riders, if any, and the Dent-Care Plan contract covering Port Authority Police Lieutenants, including the number thereof, and the premium costs per month to the Port Authority of such insurance or Dent-Care Plan, shall be provided to the designated Association representative when such policy, riders, or contract, and premium costs have been finally formulated. Printed matter describing benefits shall continue to be provided during the annual open enrollment periods and shall describe any plan changes.

XII. FUNERAL EXPENSES AND FAMILY BENEFITS

1. In the event a Police Lieutenant dies because of an injury received in the line of duty during the actual performance of police service relating to the alleged or actual commission of an unlawful act, or directly resulting from a characteristic hazard of his police duties, as determined by the New York State and local Police and Fire Retirement System, a payment of $10,000.00 shall be made as a result of such death. The Port Authority shall make such payment to the beneficiary designated by the deceased Police Lieutenant to receive his New York State and local Police and Fire Retirement System ordinary death benefit, or, if no beneficiary has been so designated, to the beneficiary designated by such

Police Lieutenant to receive his Port Authority Group Life Insurance benefit, or, if no beneficiary has been so designated, to the estate of the deceased.

2. The surviving spouse and eligible dependents, including children, of any Police Lieutenant killed in the line of duty shall be covered under the Port Authority's Group Health Insurance Plans, Group Dental Insurance Plans, Prescription Plans and Vision Plans applicable to such Police Lieutenant at the time of his death at the Port Authority's expense until the surviving spouse's death or remarriage.

3. In the event of the repeal of the federal Public Safety Officers' Death Benefits Act (42 U.S.C. §3796) or in the event funds are not available in the event of non-appropriation or otherwise to pay the death benefit provided for therein, the Port Authority will provide an additional payment of $50,000.00 under the terms of paragraph 1, above, of this Section. The payment referred to in the immediately preceding sentence shall be the amount granted as a death benefit in 42 U.S.C. §3796, as adjusted over time pursuant to 42 U.S.C. §3796, immediately prior to its repeal or the non-appropriation of funds.

XIII. WORK CHARTS; TOURS OF DUTY; REGULAR DAYS OFF

1. Each Police Lieutenant shall be assigned to a work chart which shall provide for a minimum of 120 (121 for Police Lieutenants assigned to the administrative chart) and a maximum of 123 regular days off (RDO's) per calendar year.

2. The work charts referred to in Paragraph 1 of this Section have been negotiated with the Association and are annexed hereto as Document "N".* Deviations from work charts shall not be permitted without the prior approval of the Association President.**

* Vacation relief work charts have not been negotiated with the Association and are not annexed hereto but their development and the Association President's approval of such charts shall be in accordance with the provisions of Appendix "J" annexed hereto.

** But see Appendix "J" for vacation relief work charts only.

3. The work charts referred to in Paragraphs 1 and 2 of this Section shall be posted at each Facility Police Command on or before December 1 of each year. *** The posted work charts for each Facility Police Command will be provided to the Association by certified mail, return receipt requested on or before December 15 of that year.

*** But see Appendix "J" for vacation relief work charts only.

4. At the end of any calendar year in which a Police Lieutenant has received fewer than 120* regular days off, the number of regular days off received by such Police Lieutenant shall be subtracted from 120* and with respect to any resulting day or days he shall receive an additional 12 hours compensatory time or cash payment, at overtime rates, to the extent

he has not already received compensatory time or overtime payment with respect to such day or days. (121* for Police Lieutenants assigned to the administrative chart.)

5. The standards established in this Section XIII for work charts shall not preclude any Police Lieutenant from being required to work, for such reasons as overtime requirements on any day scheduled in his chart as a regular day off.

6. Personnel may be added to, reduced from or reassigned to any work charts, in accordance with operational requirements, thereby permitting a possible reduction in or additions to the manning levels of squads and positions set forth in said negotiated work charts.

7. If the work charts selected by the Port Authority for use at a Facility Police Command during the next succeeding year are different from those selected for use at that Facility Police Command for the then current year, the selection process and assignment of Police Lieutenants in the work charts shall be as set forth herein:

a. Each Facility Police Command shall make appropriate squad or position assignments in the work charts in accordance with the facility Police Lieutenant's request subject to the following:

(i) The Police Lieutenant with the greatest Police Lieutenant seniority shall be assigned the selection of his choice from among vacant squad or position assignments, if any;

(ii) For vacant preferred assignments the Police Lieutenant with the greatest Police Lieutenant seniority shall be assigned the selection of his choice, except upon a showing of demonstrable cause, and so on until the list is exhausted; and

(iii) thereafter, remaining vacancies, if any, in either a squad, position or preferred assignment shall then be filled by the assignment of the junior Lieutenant.

b. If the work charts selected by the Port Authority for use at a Facility Police Command during the next succeeding year are the same as the work charts selected for use at that Facility Police Command for the then current year, the selection process described in Paragraph 7a. hereof shall not be implemented at that Facility Police Command and there will be no "bumping" by Police Lieutenants assigned to that Facility Police Command for squad, position or preferred assignments within those work charts.

c. If a Police Lieutenant assigned to a Facility Police Command, other than a Police Lieutenant who is in a preferred assignment by selection of the Superintendent of Police, is involuntarily removed from his squad, position or preferred assignment as a result of the decision of the Port Authority to reduce Police Lieutenant staffing from any work chart in use at that Facility

Police Command, then that Police Lieutenant, and all Police Lieutenants assigned to that Facility Police Command, if any, who are bumped from their squad, position or preferred assignment as a result of that Police Lieutenant's selection of a new squad, position or preferred assignment, shall have the right to select a squad, position or preferred assignment in the same manner as provided in Paragraph 7a hereof.

d. Seniority shall be defined in accordance with PDI 2-1, dated September 1981, as revised with the agreement of the Association as PDI 2-1D, dated March 1988, and further revised with the agreement of the Association as P.O.I. 2-1D, annexed hereto as Document "B".

8. Upon their election or appointment to a vacant office, the Association First Vice-President, Second Vice-President, Treasurer and Sergeant at Arms if they elect such work chart assignment at that time, and one (1) additional Executive Board Member selected at the discretion of the Association President will be assigned to an administrative work chart on a tour of the individual Association Officer's choice. The administrative work charts for those Association Officers will be considered Association work charts and will be separate from the Facility Police Command administrative work charts. Work chart selection by the Association First Vice-President, Second Vice-President, Treasurer, Sergeant at Arms and the Association President's selection upon completion of their respective terms of office shall be in accordance with Limited Distribution Directive 4-05.

XIV. OVERTIME; COMPENSATORY TIME

1. Overtime shall be earned and paid to a Police Lieutenant, unless applied to compensatory time purposes as set forth below, at the rate of one and one-half (1-1/2) times the amount computed by dividing by eighty (80) the total of the base bi-weekly salary and the base bi-weekly longevity, payable to such Police Lieutenant as set forth in the schedules annexed hereto as Appendices "A(1)", "A(2)", "A(3)", "A(4)", "A(5)" and "A(6)" respectively.

2. Overtime worked shall be applied first to the reduction of any negative compensatory time balance on an hour-for-hour basis, and then to replenish any compensatory time bank up to the hourly maximum designated in accordance with Paragraph 6 hereof.

3. Overtime not applied to compensatory time purposes shall be paid in cash at overtime rates to a Police Lieutenant whose eight-hour tour of duty is extended (exclusive of preparation time) either prior to or after any eight-hour tour of duty for all additional time worked by reason of such extension and shall be computed in quarter-hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. Compensation or compensatory time credit at overtime rates shall not be provided if, after an early call-in prior to his scheduled eight-hour tour of duty, a Police Lieutenant is afforded and accepts the option to terminate his tour of duty after eight hours worked (exclusive of

preparation time). However, the Police Lieutenant shall have the option to continue to work to complete the entire extended tour of duty and receive overtime payment in accordance with this Section.

4. Overtime not applied to compensatory time purposes shall be paid in cash at overtime rates when a Police Lieutenant is required to work on a scheduled day off which is not rescheduled at the request of the Police Lieutenant or by reason of promotion, reassignment or mandatory attendance at training programs. If such a Police Lieutenant works a full tour of duty on such regularly scheduled day off, he shall receive payment for such time at overtime rates for eight hours work (exclusive of preparation time). If such a Police Lieutenant works more or less than a full tour of duty on such regularly scheduled day off, he shall receive payment at overtime rates for all time worked from the actual commencement of his tour of duty (exclusive of any preparation time), computed in quarter-hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. In addition to the above payments, the Police Lieutenant shall receive an additional hour's pay at his appropriate hourly base pay for up to eight hours actually worked on a regularly scheduled day off which is either an official police holiday pursuant to Section XVII of this Memorandum of Agreement, or Christmas Eve or New Year's Eve.

5. A Police Lieutenant required to work on a scheduled day off which is not rescheduled at the request of the Police Lieutenant or by reason of promotion, reassignment or mandatory attendance at training programs, or who is called into work between regularly scheduled tours, will be guaranteed four hours work at overtime rates. This guarantee shall not apply to the extension of a scheduled tour of duty either prior to its scheduled commencement or after its scheduled termination. Any such extension shall be considered overtime and be paid at overtime rates as set forth in Paragraph 1 hereof.

6. Each Police Lieutenant shall be afforded the option, subject to the provisions of this Paragraph and Paragraph 2 hereof, to accumulate up to four hundred fifty (450) hours in a compensatory time bank in lieu of receiving overtime pay. Each Police Lieutenant exercising this option may, but only in the even numbered pay periods of each year, designate or redesignate a maximum number of hours (not to exceed 450 such hours) to be included in his compensatory time bank. Compensatory time not applied to reduce negative compensatory time balances shall accrue at the rate of one and one-half (1-1/2) hours for each one hour of overtime worked. No compensatory time shall accrue after the designated maximum hourly limitation is reached, and any subsequent overtime shall be paid in cash. If by reason of a redesignation of maximum hours to be banked, the number of hours in a Police Lieutenant's compensatory time bank exceeds the new hourly maximum, the Police Lieutenant shall receive payment in cash at straight time rates for all hours in excess of the new maximum. Accumulated compensatory time may be taken off in accordance with policies established in Appendix "B" annexed hereto. If for any reason pursuant to Law compensatory time cannot be continued, or upon retirement or other separation, all hours accrued in a Police Lieutenant's compensatory bank shall be paid at straight time rates.

7. Except for preparation time allowance if the Police Lieutenant is otherwise eligible therefor pursuant to Section VI of this Memorandum of Agreement, no payment at overtime rates shall be made by reason of the mutual exchange of regular days off between Police Lieutenants unless overtime is worked in connection therewith. All such mutual exchanges shall be subject to the advance approval of the Facility Police Commanding Officer or his designee and shall not be unreasonably denied.

8. Once a mutual exchange is approved, it shall be treated as a change in schedule and considered as part of his regular work schedule.

9. Police Lieutenants who work an additional hour on a tour of duty due to the annual change from daylight savings time to standard time will be compensated for such additional hour at overtime rates. Police Lieutenants who work an hour less on a tour of duty due to the annual change from standard time to daylight savings time will have the option to leave at the conclusion of the abbreviated tour and be charged one hour compensatory time, or, remain and work a full eight hours and, in either event, will receive preparation time allowance notwithstanding, provided the Police Lieutenant is otherwise eligible therefor pursuant to Section VI of this Memorandum of Agreement.

10. A Police Lieutenant assigned to report to a non-Port Authority location or a Facility Police Command other than his assigned Facility Police Command for Port Authority medical examinations and/or training will be compensated at his base daily rate or overtime rate where applicable, plus mileage reimbursement for travel expense between such non-Port Authority location or a Facility Police Command and his assigned Facility Police Command in accordance with the allowances set forth in Section XLVIII of this Memorandum of Agreement.

11. In the event the provisions of the Fair Labor Standards Act (FLSA) become applicable to members of the Lieutenants Benevolent Association, the parties agree to meet and negotiate over all mandatory subjects of bargaining arising out of the applicability of the FLSA to members of the Lieutenants Benevolent Association.

12. Overtime payments shall be made only in circumstances where overtime work is incurred in accordance with existing Public Safety Department policy or procedures or where such work is required by authorized Public Safety Department personnel.

13. Any Police Lieutenant may be ordered to work overtime under any of the following circumstances: a) failure of essential equipment or systems where there is urgency to restore essential services or systems; or b) conditions resulting from accidents, floods, fires, natural disasters, or other similar emergencies; or c) public functions, VIP arrivals and departures, strikes, picketing or other unusual events; or d) special events that are not a result of normal roll call deficiencies; or e) occasions when crowds may gather; or f) threatened or actual adverse weather conditions; or g) any other situation which in the judgment of the authorized person ordering overtime may affect public safety or may endanger persons or property, subject to subsequent review by the Superintendent of Police;

h) participation in annual medical examinations or mandatory training programs; or i) notwithstanding any of the circumstances enumerated in (a) through (h) above, the Superintendent of Police shall have the right to order Police Lieutenants to work overtime in establishing minimum staffing and/or manning levels of the Department; or j) notwithstanding any of the circumstances enumerated in a) through i) above, the Superintendent of Police shall have the right to order Police Lieutenants to work overtime because of their special training or other skills; or k) on a holdover or early call in basis for that Police Lieutenant's appearance in court.

14. Prior to the date of execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Appendix "I" annexed to the July 21, 1991 - January 20, 2003 Memorandum of Agreement between the Port Authority and the Association. Effective on the date of execution of this Memorandum of Agreement voluntary overtime will be in accordance with the procedure set forth in Appendix "I", annexed hereto.

XV. MEAL AND RELIEF PERIODS

The total paid time for meal and relief periods shall not exceed seventy-five (75) minutes in any tour of duty and such periods shall not be unreasonably denied. In accordance with the provisions for meal and relief periods stated herein, the Facility Police Commanding Officer or his designee shall, subject to operating requirements and the availability of adequate facilities for obtaining meals, exercise reasonable discretion to determine when meal and relief periods will be scheduled and where they will be taken.

XVI. CHANGE IN TOURS OF DUTY AND CHANGE IN FACILITY ASSIGNMENTS

1. During the term of this Memorandum of Agreement:

   a. Regularly scheduled tours of duty as set forth on the work charts described in Section XIII of this Memorandum of Agreement shall provide for no less than 13 hours of time off between regularly scheduled consecutive tours of duty (exclusive of preparation time).

   b. The starting and ending hours for all regularly scheduled tours of duty described in Paragraph I.a. of this Section shall be as follows:

      Tour Commander and VTU Lieutenant Positions:

      (i) Day Tours Starting Time -

      6AM and 7AM

      (ii) Day Tours Ending Time -

      2PM and 3PM

(iii) Afternoon Tours Starting Time -

2PM and 3PM

(iv) Afternoon Tours Ending Time -

10PM and 11PM

(v) Night Tours Starting Time -

10PM and 11PM

(vi) Night Tours Ending Time -

6AM and 7AM

Non Tour Commander Positions:

(i) Day Tours Starting Time -

7AM and 8AM

(ii) Day Tours Ending Time -

3PM and 4PM

Detective Lieutenants:

(i) Day Tours Starting Time -

7AM and 8AM

(ii) Day Tours Ending Time -

3PM and 4PM

(iii) Afternoon Tours Starting Time-

3PM and 4PM

(iv) Afternoon Tours Ending Time -

11PM and 12 Midnight

Administrative Hearings:

(i) Day Tour Starting Time -

9AM

(ii) Day Tour Ending Time -

5PM

c. Roll calls for each calendar year beginning January 1 will be posted by each Facility Police Commanding Officer on or before the previous December 1 and will fix the starting time of each tour of duty for all Police Lieutenants' assignments. The Port Authority may alter the

starting time for any tour of duty of any Police Lieutenant to any starting time within the range of starting times provided for that tour in Paragraph 1.b. of this Section. Notice of an alteration shall be given to the Police Lieutenant by the end of his immediately preceding tour of duty, except that when a Police Lieutenant has one or more days off (e.g., RDO, vacation, compensatory time, sick leave, absence due to injury incurred in the line of duty, personal leave) the Police Lieutenant shall telephone toll free his permanently assigned Facility Police Command, on the calendar day immediately preceding the day he is to return to work to be advised as to whether the starting time of his next day's regularly scheduled tour of duty will be altered.

d. A Police Lieutenant's regularly scheduled tour of duty shall not be altered except under the following conditions:

(i) A Police Lieutenant who has failed to qualify with his service weapon shall not be entitled to the payment set forth in Paragraph vi herein when he is subsequently assigned to qualify with his service weapon on a tour of duty other than his regularly scheduled tour of duty.

(ii) Ten calendar days notification of a proposed change in the Police Lieutenant's regularly scheduled tour of duty is given the Police Lieutenant for the purpose of his promotion, his permanent transfer or reassignment, and five calendar days notification of a proposed change in the Police Lieutenant's regularly scheduled tour of duty is given the Police Lieutenant for purpose of his appearance in a criminal or civil court or other similar judicial or administrative proceedings, or his participation in a Port Authority training program.

(iii) When the change of the Police Lieutenant's regularly scheduled tour of duty is due to failure of essential equipment or systems where there is an urgency to restore essential services, conditions resulting from serious accidents affecting facility operations, floods, fires, disasters or other similar emergencies, VIP arrivals or departures, strikes, picketing, riots, demonstrations, civil disorders, or other occasions when crowds may gather that are not as a result of normal operations or occurrences and threatened or actual weather conditions which could adversely affect facility operations.

(iv) When a Police Lieutenant is absent on sick leave or absent due to injury incurred in the line of duty, then his regularly scheduled tours of duty shall be as follows: his regularly scheduled tour of

duty on the first day of such absence shall remain the same; each of his subsequent regularly scheduled tours of duty during the period of such absence which are not day tours shall be deemed changed to day tours (which for purposes of this provision start at 8 a.m. and end at 4 p.m.); he shall return to duty on his regularly scheduled tour of duty on the day he is fit to return to duty. On the day the Police Lieutenant is cleared for duty by the Office of Medical Services his day tour shall be deemed to start at 8 a.m. and end at 4 p.m., except, however, the ending time for that day tour shall be modified where necessary to provide for eight hours of time off prior to his next regularly scheduled tour of duty. There shall be the payment of preparation time allowance for the day the Police Lieutenant is cleared for duty for each occasion of absence hereunder notwithstanding the shortening of the Police Lieutenant's tour for the purpose of providing eight hours of time off prior to his next regularly scheduled tour of duty provided the Police Lieutenant is otherwise entitled to receive preparation time allowance pursuant to Section VI of this Memorandum of Agreement. There shall be no change in the Police Lieutenant's regularly scheduled days off.

(v) A Police Lieutenant who is assigned to jury duty which is of four or more consecutive days duration or a Police Lieutenant who is assigned to a training program of four or more consecutive days duration shall be placed in a day tour, M-F, (SS RDO) work schedule for the entirety of the assignment. If, as a result of that training program assignment or jury duty, any of the Police Lieutenant's regularly scheduled days off within the period of that assignment are eliminated, an equal number of days off in place thereof will be scheduled, mutually acceptable to the Police Lieutenant and his Commanding Officer, either for the same pay period (s) in which the training program assignment or jury duty takes place or, if that is not practicable, in the pay period immediately succeeding the conclusion of the training program assignment or jury duty.

(vi) Except as permitted by Section XVI Paragraph 1.d. (i), (ii), (iii) and (iv), Section XIX Paragraphs 8 and 9, Section XXXVIII Paragraph 4, or Appendix "J" of this Memorandum of Agreement, or as provided below, any alteration of a Police Lieutenant's regularly scheduled tour of duty shall result in payment to the Police Lieutenant of 4 hours of pay at his straight time rate in addition to his regular pay for the full tour.

e. A Police Lieutenant who reports for an eight-hour tour of duty altered outside the normal starting and ending times for his regularly scheduled eight-hour tour shall not, after he reports for duty, have his tour re-altered to avoid payment of all or any part of a premium payment to which he is otherwise entitled.

f. Any Police Lieutenant whose regularly scheduled tour of duty is changed for the purpose of his appearance in court, during the time he is not required to be in court, may be assigned to perform Police Lieutenant duties which he would otherwise be permitted to perform consistent with other Sections of this Memorandum of Agreement. Such assignment can be performed in uniform. Beginning on the execution of this Memorandum of Agreement and thereafter the immediately preceding sentence shall not be in effect.

2. The Port Authority will provide sleeping accommodations (at a predesignated hotel or motel selected by the Facility Police Commanding Officer) for Police Lieutenants whose off-duty time between the end of a work period and the start of the next work period is eight hours or less, except when the Police Lieutenant's off duty time between work periods is eight hours or less as a result of a mutual exchange. In addition, the starting time of the second work period shall not be changed within the scheduled starting times permitted by Paragraph 1.b(i) through (vi) of this Section to relieve the Port Authority of its obligation to provide sleeping accommodations as provided in this Paragraph 2. A change in the scheduled starting time of the second work period shall occur whenever the second work period commences at any time other than as it appeared on the roll call at the start of the Police Lieutenant's last tour of duty, or, if the starting time of the second work period is not established prior to the last tour of duty, it differs from the starting time of the initial work period.

3. In the event a Police Lieutenant works from twelve (12) hours to sixteen (16) hours of consecutive overtime, compensatory time and excused time shall be as set forth in Appendix "C", annexed hereto.

4. The Port Authority shall not assign any Police Lieutenant to work on a regularly scheduled tour of duty at a Facility Police Command other than his permanently assigned Facility Police Command or a Facility Police Command within his Consolidated Police Zone except for those conditions set forth below.

a. A Police Lieutenant's permanently assigned Facility Police Command may be changed for the purposes of his promotion, his permanent transfer or permanent reassignment, or his participation in a Port Authority training program. Such change shall be effective ten calendar days after notification thereof, or five calendar days after notification of participation in a Port Authority training program, is given to the Police Lieutenant. In the event the training program

notification is cancelled, the Police Lieutenant shall remain at his permanently assigned Facility Police Command.

b. A Police Lieutenant may be assigned without advance notice to another Facility Police Command to work a regularly scheduled tour of duty when the assignment is required for his appearance in a criminal or civil court or other similar judicial or administrative proceedings, or due to failure of essential equipment or systems where there is an urgency to restore essential services, conditions resulting from serious accidents affecting facility operations, floods, fires, disasters or other similar emergencies, VIP arrivals or departures, strikes, picketing, riots, demonstrations, civil disorders, or other occasions when crowds may gather that are not as a result of normal operations or occurrences and threatened or actual weather conditions which could adversely affect facility operations.

c. The practice of Police Lieutenants reporting for interviews, medicals, testing and administrative meetings shall remain in effect. Mileage or carfare payments, where applicable, shall be made consistent with Section XLVIII of this Memorandum of Agreement.

d. Police Lieutenants whose permanently assigned Facility Police Command is the Lieutenants Reserve Pool may be assigned to any other Facility Police Command, provided, however, that the Police Lieutenant in the midnight vacation relief position in the Lieutenants Reserve Pool may be assigned to other Facility Police Commands pursuant to Appendix "J", annexed hereto. A Police Lieutenant who is assigned from the Lieutenants Reserve Pool to a Facility Police Command and is thereafter during that regularly scheduled tour of duty reassigned to a Facility Police Command outside the Consolidated Police Zone of the Facility Police Command to which he was initially assigned to work that tour will be eligible for the payment provided for in Paragraph 5 of this Section, subject to the conditions set forth therein, provided, however, that, if the reassignment results from a condition set forth in this Paragraph 4 or if the initial assignment was due to administrative error, then he shall not be eligible for such payment.

e. Police Lieutenants who are assigned to Facility Police Command vacation relief positions may be assigned to other Facility Police Commands pursuant to Appendix "J", annexed hereto.

f. A Police Lieutenant may be assigned to a Facility Police Command other than his permanently assigned Facility Police Command pursuant to Section XIX Paragraphs 8 and 9 of this Memorandum of Agreement.

g. Detective Lieutenants may be assigned to Facility Police Commands other than their permanently assigned Facility Police Commands pursuant to Document "M" of this Memorandum of Agreement.

h. A Police Lieutenant assigned to one of the following positions may be assigned to perform responsibilities of any of these positions so long as two of these positions are covered:

* Police Academy Lieutenant (1)
* Absence Control Lieutenant (1)
* Planning and Research Lieutenant (1)
* Civilian Complaint Investigations Unit (4)

i. A Police Lieutenant who is assigned to any of the Preferred Assignments enumerated in Document "M" annexed hereto may be assigned to any location outside his permanently assigned Facility Police Command to perform work associated with his Preferred Assignment.

j. In addition to the above, a Police Lieutenant may be assigned to a Facility Police Command other than his permanently assigned Facility Police Command to work a regularly scheduled tour of duty after first reporting to his permanently assigned Facility Police Command to sign on duty. A Police Lieutenant so assigned shall return to his permanently assigned Facility Police Command at the end of his regularly scheduled tour of duty to sign off duty and shall be provided with a Port Authority police vehicle to use for the purposes of traveling to the assigned Facility Police Command and returning to his permanently assigned Facility Police Command. No Police Lieutenant shall be ordered and/or instructed, and/or requested to use his personal vehicle for such transportation. If such assignment is to a Facility Police Command outside the Consolidated Police Zone of his permanently assigned Facility Police Command, the Police Lieutenant (Job Specification 2615) will be eligible for the payment provided for in Paragraph 5 of this Section, subject to the conditions set forth therein.

5. Except as permitted by Paragraph 4 of this Section, any assignment of a Police Lieutenant employed in the position described in Job Specification 2615 to work during his regularly scheduled tour of duty at other than a Facility Police Command within the Consolidated Police Zone of his permanently assigned Facility Police Command to perform the work of a Facility Police Command which is not within the Consolidated Police Zone of his permanently assigned Facility Police Command shall result in payment to the Police Lieutenant of four (4) hours of pay at his straight time rate in addition to his regular pay for each full tour.

No payment shall be made pursuant to this Paragraph 5 to a Police Lieutenant:

(i) for the performance of work on any tour of duty for which he is compensated at overtime rates unless the Police Lieutenant during the overtime assignment is reassigned to a Facility Police Command outside the Consolidated Police Zone of the Facility Police Command to which he was initially assigned to work overtime on that tour of duty and the reassignment is to perform the work of that Out-of-Zone Facility Police Command and is not made for a condition set forth in Paragraph 4 of this Section;

(ii) for the performance of work associated with his permanently assigned Facility Police Command or with a Facility Police Command within the Consolidated Police Zone of his permanently assigned Facility Police Command, regardless of where such work is performed;

or

(iii) for the performance of any work at his permanently assigned Facility Police Command.

XVII. HOLIDAYS

1. Police Lieutenants will have twelve designated official police holidays and the twelve official police holidays are: New Year's Day, Martin Luther King's Birthday (January 15), Lincoln's Birthday, Washington's Birthday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas.

2. a. If as part of his regular work schedule, a Police Lieutenant works on an official police holiday (the actual date and not the date of observance, if different from the actual date), he shall receive in addition to his appropriate pay, an additional hour's pay at his appropriate hourly base rate for each hour actually worked for up to eight hours actually worked, exclusive of preparation time.

b. If as part of his regular work schedule, a Police Lieutenant works on Christmas Eve or New Year's Eve he shall receive in addition to his appropriate pay, an additional hour's pay at his appropriate hourly base rate for each hour actually worked for up to eight hours actually worked, exclusive of preparation time. Nothing herein shall be deemed or construed to establish either Christmas Eve or New Year's Eve as an official police holiday for any purpose other than the payment of the premium payment set forth in this Section and the premium payment set forth in Section XIV(4) of this Memorandum of Agreement.

3. A Police Lieutenant in good standing who is separated for such reasons as reduction in force, death or retirement will be granted his full allowance of fourteen days

attributable to twelve official police holidays and two days of personal leave regardless of his termination date for the calendar year in which his services terminate. *See letter agreement between the parties dated October 16, 1992, annexed hereto as Document "X".

XVIII. VACATION

1. Annual vacation allowances for Police Lieutenants shall be set forth in the Vacation Allowance Table contained in Appendix "D" annexed hereto, and vacation shall be administered in accordance with the policy and procedures set forth in said Appendix "D".

2. If a Police Lieutenant is required to work for other than disciplinary reasons on a vacation day and if such vacation day is not rescheduled at the Police Lieutenant's request, such Police Lieutenant shall be paid at overtime rates.

3. There shall continue to be 28 day annual vacation charts as set forth in Appendix "D", maintaining the existing group assignments (letter and number) and yearly rotation selections for each individual Police Lieutenant.

4. Said vacation charts will guarantee each Police Lieutenant with two calendar weeks vacation to be scheduled during a twelve-week summer period ending the Saturday after Labor Day, or during a two-week period in the latter part of December encompassing both Christmas and New Year's Day.

5. Vacation Exchange/Vacation Carryover Program

   a. Vacation Exchange

      Effective upon the execution of the Memorandum of Agreement, Police Lieutenants will be permitted to participate in the Port Authority's Vacation Exchange Program ("Exchange Program") upon the following terms and conditions. Police Lieutenants meeting the Exchange Program's eligibility criteria have the option to receive payment for a portion of their annual vacation day allotment spread in equal amounts in each pay period ("Vacation Exchange"). The eligibility criteria are:

      1. Police Lieutenants who have no absences due to injury incurred in the line of duty ("IOD") or sick leave during the period December 1st through November 30th of the year prior to election may exchange all but 10 days of the following year's vacation allowance for bi-weekly cash payments.

      2. Police Lieutenants who have three (3) or less days of IOD or sick leave absences may exchange up to five (5) days for bi-weekly cash payments.

3. Police Lieutenants who utilize the Exchange Program must use at least ten (10) vacation days in any year in which the Police Lieutenant participates in the Exchange Program.

4. Eligible Police Lieutenants who wish to exchange vacation days for bi-weekly payments must make an election before the end of the year. Police Lieutenants must submit a written request (on a form to be provided by the Port Authority) to the Commanding Officer of their facility police command who then will verify that all eligibility criteria have been met and will forward approved requests to the Superintendent of Police.

b. Vacation Carryover

1. Police Lieutenants shall be permitted to carryover any portion of their annual vacation day allotment up to a total of one year of the Police Lieutenant's vacation allotment without limitation. The maximum accumulated vacation carryover permitted pursuant to this paragraph shall be the maximum annual vacation allotment applicable to the affected Police Lieutenant. Upon retirement, a Police Lieutenant shall be paid for such unused carryover vacation in addition to his unused annual vacation allowance for the year of retirement.

2. In addition to the right to carryover permitted by paragraph 1, Police Lieutenants will be permitted to participate in the Port Authority's Vacation Carryover Program ("Carryover Program") upon the following terms and conditions. Police Lieutenants meeting the Carryover Program's eligibility criteria have the option to carryover a portion of their annual vacation day allotment without regard to the maximum accumulated vacation carryover limit specified in paragraph 1 ("Vacation Carryover"). The eligibility criteria are:

   a. Police Lieutenants who have no absences due to injury incurred in the line of duty ("IOD") or sick leave during the period December 1st through November 30th of the year prior to election may carryover up to ten (10) days of the following year's vacation allowance in addition to any carryover permitted by Paragraph 1.

   b. Police Lieutenants who have three (3) or less days of IOD or sick leave absences may carryover up to five (5) days of the following year's vacation allowance in addition to any carryover permitted by Paragraph 1.

c. Police Lieutenants who utilize the Vacation Carryover Program must use at least ten (10) vacation days in any year in which the Police Lieutenant participates in either Program.

d. Police Lieutenants who wish to carryover vacation pursuant to paragraph b(1) or the Carryover Program set forth in paragraph b(2) must notify the Commanding Officer of their facility police command who then will verify that all eligibility criteria have been met and will forward approved requests to the Superintendent of Police.

3. The Police Lieutenant's failure to meet eligibility requirements or election not to participate in the Carryover Program shall not affect any vacation carried over from previous years pursuant to paragraph 1 or from earlier participation in the Carryover Program set forth in Paragraph 2.

XIX. SICK LEAVE

1. Sick leave policies for Police Lieutenants shall be administered as set forth in PAI 20-3.03 revised as of August 16, 1968 and annexed hereto as Appendix "E", and PDI 3-8 revised as of March, 1968 and further revised as PDI 2-9 dated July, 1976 and further revised with the agreement of the Association March, 1988 and further revised with the agreement of the Association, dated June, 1998, annexed hereto as Appendix "F". The schedule of allowances for sick leave shall be as set forth in said PAI 20-3.03.

2. Notwithstanding Paragraph 1 hereof, any Police Lieutenant on sick leave because of an injury incurred in the line of duty prior to April 13, 1988, will receive payment at his base annual salary rate plus longevity and, as per past practice, all applicable benefits, where necessary, for a period or cumulative periods of absences not to exceed one year resulting from such injury.

3. Notwithstanding Paragraph 1 hereof, and effective April 13, 1988:

a. Any Police Lieutenant absent because of an injury incurred in the line of duty on or after April 13, 1988, will receive payment at his base annual salary rate plus longevity and, as per past practice, all applicable benefits, where necessary, for a period or cumulative periods of absences not to exceed two years resulting from such injury.

b. Any absence due to injury incurred in the line of duty shall not be considered as sick leave but shall be categorized as injury incurred in the line of duty.

4. Effective upon the execution of this Memorandum of Agreement:

(i) A Police Lieutenant who is absent from duty due to an injury incurred in the line of duty shall be carried initially as injured in the line of duty.

(ii) A determination will be made by the Superintendent of Police as to whether a Police Lieutenant's absence from duty results from an injury incurred in the line of duty within sixty (60) working days.

(iii) The Superintendent of Police shall issue such determination in writing within sixty (60) working days from the first day of absence allegedly resulting from an injury incurred in the line of duty on or after the date of execution of this Memorandum of Agreement. A copy of the Superintendent's determination will be provided to the Police Lieutenant and the Association. Failure on the part of the Police Lieutenant to keep an appointment with the Port Authority Office of Medical Services concerning an alleged injury incurred in the line of duty shall be a basis for denial of injury incurred in the line of duty status unless the Police Lieutenant can provide to the Office of Medical Services documentation from a physician which establishes that the Police Lieutenant was unable to appear for that appointment due to his medical condition.

(iv) Steps One and Two of Appendix "G" annexed to this Memorandum of Agreement shall be waived for disputes concerning any such determination made by the Superintendent of Police. Such disputes shall be referred directly to Step Three: Arbitration of Appendix "G" and the sole issue before the arbitrator shall be whether the absence is to be classified as a sick absence or an absence due to an injury in the line of duty. In any such dispute the grievance must be filed within thirty (30) working days of the receipt of the written determination by the Superintendent of Police. Such grievance shall be filed with the Director of the Labor Relations Department or his designee and the designated representative of the American Arbitration Association as provided under Step Three of Appendix "G" annexed hereto.

(v) Nothing herein alters the requirements concerning the filing of Form PA 360 in existence prior to the date of execution of this Memorandum of Agreement, which requirements shall continue on that date and thereafter.

5. A Police Lieutenant who is injured in the line of duty and who is expected, in the opinion of the Port Authority Office of Medical Services (previously the Medical Department), to be absent from duty for a continuous period in excess of one year resulting from such injury, will continue to receive payment at his base annual salary rate plus longevity and, as per past practice, all applicable benefits, where necessary, for a period of

absence up to eighteen months if such injury was incurred prior to April 13, 1988, or for a period of absence up to thirty months if such injury was incurred on or after April 13, 1988, provided the Police Lieutenant has applied to the New York State and Local Police and Fire Retirement System for accidental disability retirement within six months of the date of such injury and has submitted to the Port Authority a written waiver of his right to a medical termination hearing under PAI 20-1.09, dated September 30, 1970, with respect to any disability resulting from such injury in the line of duty. At any time prior to the end of one year of absence related to such injury in the line of duty, the Police Lieutenant shall have the right to withdraw his application for accidental disability retirement and his written waiver of his right to a medical termination hearing, in which case the injury on duty benefit shall be governed by Paragraph 2 or Paragraph 3, whichever is applicable of this Section.

6. An absence resulting from an injury incurred in the line of duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as an occasion of sick absence pursuant to PDI 3-8 revised March, 1968 and further revised as PDI 2-9 dated July, 1976 and further revised with the agreement of the Association March, 1988 and further revised with the agreement of the Association, dated June, 1998, and annexed hereto as Appendix "F".

7. The first occasion of absence due to each injury incurred in the line of duty shall be excluded under the vacation forfeiture provisions set forth in Attachment "A", Section IV, Paragraph C and D of Appendix "D". In addition, all occasions of absence due to injuries incurred in the line of duty after July 2, 1998, which are exempt from consideration for purposes of repeated and excessive absence discipline under Appendix "L", annexed hereto, and the days of absence of such occasions, shall be exempt from consideration under the above-referenced vacation forfeiture provisions. Vacation days forfeited pursuant to Attachment "A", Section IV, Paragraphs C and D of Appendix "D" shall be taken as follows: absences beginning and ending in a single calendar year shall only have vacation days forfeited from the calendar year in which the absence occurs; absences which begin in one calendar year and continue into a successor calendar year shall have vacation days forfeited based upon the entire period of absence first from the calendar year in which the absence began and, if the Police Lieutenant's remaining vacation allowance for that year is insufficient to satisfy the forfeiture, then the remainder of the forfeiture shall be taken from the calendar year in which the absence ended.

8. A Police Lieutenant no longer receiving full pay due to sick leave or injury incurred in the line of duty will be assigned to one of two Police Lieutenant medically restricted positions (which shall be in that Police Lieutenant's Consolidated Police Zone) in the chronological order in which he entered reduced pay status, if, at the time of such assignment:

a. one or both of the two medically restricted positions is not then filled in accordance with this Paragraph 8;

b. the Port Authority Office of Medical Services deems him physically capable of performing the functions of either of these two medically restricted positions which is not then filled; and

c. in the opinion of the Office of Medical Services he will not be physically capable of returning to full duty for at least forty-five calendar days from the date of entry into reduced pay status, provided he is expected to return to full duty, or, if not expected to return to full duty, files an application for disability retirement with the New York State and local Police and Fire Retirement System.

9. Such assignment shall continue until the Police Lieutenant returns to full duty or leaves Port Authority service. None of the payments provided for in Section XVI of this Memorandum of Agreement will be earned by such Police Lieutenant on restricted duty either as a result of his initial assignment or of his return to full duty following such an assignment consistent with the provisions of Document "C", annexed hereto.

10. A female Police Lieutenant who returns to duty on a medically restricted basis following an occasion of sick absence resulting from pregnancy will not be charged with a subsequent occasion of sick absence for such an absence resulting from childbirth.

11. Each Police Lieutenant will receive upon separation in good standing at his base bi-weekly salary rate then in effect additional compensation as follows: for each calendar year commencing January, 1972 during which a Police Lieutenant has no unexcused absence or absence for reasons of sickness or injury - two days compensation; for each calendar year during which a Police Lieutenant has no unexcused absence and not more than five days of absence for reasons of sickness or injury - one day's compensation. Any such absence for part of a day shall be considered absence for an entire day. All occasions of absence due to injuries incurred in the line of duty after July 2, 1998 which are exempt from consideration for purposes of repeated and excessive absence discipline under Appendix "L", annexed hereto, and the days of absence of such occasions shall not be counted in the calculation of such additional compensation, if any, attributable to the calendar year 1998 or any calendar year thereafter.

12. The compensation provided for in Paragraph 11 hereof shall be payable with respect to each full calendar year of service as a Police Lieutenant and any full calendar year during which a Police Lieutenant is promoted to the rank of Police Captain.

13. Each Police Lieutenant who requests a copy of medical documents in his Port Authority files shall receive a copy of such documents provided he submits a signed written request therefor to the Office of Medical Services. This right shall not apply to documents subject to applicable Federal or State discovery rules in any Federal or State litigation. In such cases, applicable Federal or State discovery rules shall apply, as determined by the appropriate Federal or State court.

14. In situations in which there is a disagreement between the Port Authority Office of Medical Services (OMS) and a Police Lieutenant's treating physician concerning whether a) the Police Lieutenant is medically fit to return to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return either to full duty or under a medical restriction, the OMS shall provide to the Police Lieutenant a list of at least three physicians from among whom the Police Lieutenant shall promptly make an appointment for the purpose of obtaining a medical opinion on this issue. If the Police Lieutenant requests an additional list of at least three physicians, then the OMS shall provide an additional list to the Police Lieutenant, provided that the Police Lieutenant makes such request in writing to the OMS within three working days of the Police Lieutenant's receipt of the first list. The opinion of that physician as to whether a) the Police Lieutenant is medically fit to return to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return either to full duty or under a medical restriction shall be final and binding on the Port Authority, the Police Lieutenant and the Association and not subject to the grievance-arbitration procedures of the Memorandum.

XX. RETIREMENT

1. Subject to applicable law, retirement benefits for Police Lieutenants shall be those provided by the New York State and Local Police and Fire Retirement System under the programs applicable to Port Authority Police Lieutenants pursuant to the New York Retirement and Social Security Law. In addition, the Port Authority shall continue to elect to offer Police Lieutenants the program under Section 375-i (with the last year final average salary option under Section 302 - (9) (d)) of the New York Retirement and Social Security Law. In addition, the Port Authority shall elect, effective January 1, 1994, or the next legally permissible day if January 1, 1994 is not permissible under the New York Retirement and Social Security Law, to make contributions to the New York State and Local Police and Fire Retirement System for the purpose of providing an additional pension pursuant to Section 384-e of the New York Retirement and Social Security Law.

2. Any longevity, shift differential, premium or other payments (including preparation allowances) made to Police Lieutenants pursuant to this Memorandum of Agreement, shall not constitute base salary for the purposes of this Memorandum of Agreement but shall be reported to the New York State and Local Police and Fire Retirement System as compensation for retirement allowance computation purposes to the extent said System includes such payments for retirement allowance computation purposes.

XXI. EMPLOYMENT SECURITY

1. During the term of this Memorandum of Agreement, no Police Lieutenant shall be deprived of his employment as a Port Authority Police Lieutenant by reason of the abolition or modification of the requirements for additional police coverage at John F. Kennedy Airport, LaGuardia Airport and Newark Liberty International Airport pursuant to Part

107 of the Federal Aviation Regulations and Chapter XII - Part 1542 TSA, Department of Homeland Security Regulations.

2. In addition to the employment security provided in Paragraph 1 hereof, during the term of this Memorandum of Agreement, tenure of employment for Police Lieutenants shall be in accordance with the provisions of the Port Authority Tenure of Office Resolution adopted on February 13, 1969. Should separation or demotion become necessary pursuant to said Resolution for other than disciplinary reasons, mental or physical disability, or mandatory retirement, a procedure shall be negotiated between the Port Authority and the Association as soon as practicable after the execution of this Memorandum of Agreement, and such negotiations shall commence within 30 days of such execution. Prior to the completion of such negotiations, the applicable procedure shall be as set forth in Paragraph K of Part IV of Document "C" annexed hereto.

XXII. GRIEVANCE-ARBITRATION/DISCIPLINARY PROCEDURE

A grievance-arbitration/disciplinary procedure for processing grievances filed on or after the date of execution of this Memorandum of Agreement with respect to the alleged violation of any provision (other than Paragraph one of Section II, Paragraph fourteen of Section XIX, Section XXIX, Section XXX, the second sentence of Paragraph seven of Section XXXIV and Section LII and disputes concerning "Unit Work" and disputes concerning any transfer of a Police Lieutenant or denial thereof if the Superintendent of Police declares in writing that such transfer or denial is deemed necessary for the good of the service and sets forth the reason or reasons therefor, which disputes, as set forth in that procedure, shall not be subject to nor processed through that procedure nor submitted to arbitration) of this Memorandum of Agreement is annexed to this Memorandum Agreement as Appendix "G". The declaration in writing of the reason(s) for a transfer for the good of the service or denial thereof shall be made no later than fourteen days after the effective date of the transfer as established by the Superintendent of Police or the date of the denial thereof, as the case may be. The procedure for processing such grievances filed before the date of execution of this Memorandum of Agreement is annexed to the July 21, 1991 - January 20, 2003 Memorandum of Agreement between the Port Authority and the Association as Appendix "G."

XXIII. TRANSFERS

Effective upon the date of execution of this Memorandum of Agreement, transfers of Police Lieutenants shall be administered in accordance with the procedures set forth in PDI 2-15, dated July 1981, revised with the agreement of the Association and dated April 1, 1988, and further revised with the agreement of the Association and dated June 3, 1993, and further revised with the agreement of the Association as POI 2-15, dated June, 1998, and further revised with the agreement of the Association and annexed hereto as Document "C". Transfers of Police Lieutenants prior to this Memorandum of Agreement shall be administered in accordance with Document "C" of the Memorandum of Agreement dated July 21, 1991 through January 20, 2003.

XXIV. EXCUSED ABSENCES AND PERSONAL LEAVE

1. Except as provided herein, the excused time policy for Police Lieutenants shall be as set forth in PAI 20-3.05, dated August 3, 1967 as revised by Change Notice No. 63, dated May 15, 1970 annexed hereto as Document "DD" other than subdivision 10 of paragraph A and paragraphs B and D of Part III thereof.

2. Excused absences and personal leave shall be as set forth in Appendix "H", annexed hereto.

XXV. LEAVES OF ABSENCE

1. The leave of absence policy for Police Lieutenants shall be as set forth in PAI 20-3.06 as revised through June 30,1976, annexed hereto as Document "D", except that notwithstanding any provision of such PAI 20-3.06, a Police Lieutenant who has been granted a leave of absence pursuant to such policy on or after April 13, 1988, must be reinstated as a Police Lieutenant upon return from such leave, provided the Port Authority Office of Medical Services determines that the Police Lieutenant is medically fit to return to duty.

2. The maternity leave of absence policy for Police Lieutenants shall be as set forth in PAI 20-3.12, dated August 6, 1981, annexed hereto as Document "E", except that an absence on account of pregnancy or on account of maternity leave shall not constitute absences for purposes of establishing "repeated and excessive" absences for disciplinary action. Absences on account of pregnancy or on account of maternity leave shall not be relied upon to enforce vacation forfeiture or the loss of a Retirement Day nor shall such absences be relied upon to deny a training opportunity or a promotion opportunity. In order for a Police Lieutenant to avail herself of the foregoing, the Police Lieutenant must inform the Absence Control Unit (ACU) or the Office of Medical Services with her notification of absence that the absence is on account of pregnancy.

3. The military leave policy for Police Lieutenants shall be as set forth in PAI 20-3.10, dated August 24, 1972, annexed hereto as Document "CC" except as modified herein. The aforementioned modifications are as follows: (a) Police Lieutenants shall be provided military leave and shall not be required to use other leave, including but not limited to vacation time, personal leave days or compensatory time in lieu of military leave; (b) each Police Lieutenant ordered to short term active duty for training shall be paid in connection with such duty the difference between his federally taxable Port Authority pay and one-third of that portion of his federally taxable military pay attributable to days which are that Police Lieutenant's regularly scheduled Port Authority work days; and (c) each Police Lieutenant ordered to short term inactive duty for training shall be paid in connection with such duty the difference between his federally taxable Port Authority pay and that portion of his federally taxable military pay attributable to days which are that Police Lieutenant's regularly

scheduled Port Authority work days; and (d) Police Lieutenants involuntarily called up to temporary and extended active duty shall receive, for the duration of the leave, salary differential, continuation of health and dental benefits coverage for the employee and his dependents, and continuation of life insurance coverage for the employee at his current level as set forth in Attachment C to Document "CC" (Memorandum of Mary Lee Hannell to Joseph J. Seymour dated April 29, 2003).

XXVI. SENIORITY

1. During the term of this Memorandum of Agreement, the seniority policy of the Port Authority with respect to Police Lieutenants shall be as set forth in PDI 3-1 revised September, 1962, and further revised with the Agreement of the Association as PDI 2-1 dated September, 1981, and revised with the agreement of the Association as PDI 2-ID, dated March, 1988, and further revised with the agreement of the Association as P.O.I. 2-ID, dated July, 1998, and further revised with the agreement of the Association, annexed hereto as Document "B".

XXVII. DISCIPLINE

1. During the term of this Memorandum of Agreement, and except as modified herein, the Port Authority's rules governing the conduct of disciplinary investigations shall be as set forth in PDI 3-5 revised January, 1970 and further revised with the agreement of the Association as PDI 2-6 dated July, 1980 and, except as modified herein, the disciplinary procedure applicable to Police Lieutenants shall be as set forth in PAI 20- 1.10 revised September 30, 1970, annexed hereto as Documents "F" and "G".

2. The modifications referred to in Paragraph 1 of this Section are as follows:

   a. No Police Lieutenant shall be required, ordered, or requested to submit to pathometer, polygraph or other lie detector tests.

   b. A non-criminal disciplinary investigation of a Police Lieutenant must be placed in the charge of a person of a non-negotiating unit person of a higher rank, who must actively participate in such investigation. No Police Lieutenant covered by this Memorandum of Agreement shall participate in any way in the disciplinary investigation of any other Police Lieutenant covered by this Memorandum of Agreement.

   c. If in the course of an interview between a supervisor and a Police Lieutenant it appears that the matter under discussion may result in disciplinary action against the Police Lieutenant, he shall have the right to have his Association representative present before the interview proceeds.

   d. Disciplinary charges must be filed no more than one year after the Port Authority knows of the alleged commission of the offense charged. Effective July 2, 1998, a copy of all filed disciplinary charges must be mailed to the

President of the Association no later than 14 days after the filing of such charges. A copy of the disciplinary charges must be transmitted to the Office of the Association, addressed to the President of the Association, by certified mail, return receipt requested, and the date of certification shall constitute the date of filing.

e. A disciplinary charge of repeated violations of Port Authority rules and regulations may only be based on prior discipline having been imposed.

f. (i) The compulsory leave without pay maximum penalty which may be imposed pursuant to a hearing in accordance with Paragraph XI of Document "G" annexed to this Memorandum of Agreement as amended by this Section XXVII shall be ten (10) consecutive calendar days in place of the prior maximum three day penalty. Any lesser compulsory leave without pay penalty imposed must be imposed in consecutive calendar days.

(ii) The compulsory leave without pay maximum penalty which may be imposed pursuant to a hearing in accordance with Step Three of Appendix "G" annexed to this Memorandum of Agreement on disciplinary charges which seek any disciplinary action enumerated in Paragraph V B of Document "G" annexed hereto shall be ten (10) consecutive days. Any lesser compulsory leave without pay penalty imposed pursuant to such a hearing must be imposed in consecutive calendar days.

g. With respect to disciplinary charges filed on or after July 2, 1998:

(i) Paragraphs X and XI of Document "G" annexed to this Memorandum of Agreement shall not be applicable to such disciplinary charges, and all references in Paragraphs V A and B of Document "G" to said Paragraphs X and XI and to hearings thereunder shall not be applicable to such disciplinary charges.

(ii) Paragraphs IX E(3) and (4) of Document "G" annexed to this Memorandum of Agreement shall not be applicable to such disciplinary charges and in lieu of IX E(3) and (4) the following shall be substituted:

3. In the event that he is of the opinion that any disciplinary action enumerated in Paragraph V A hereof, as amended by Section XXVII of this Memorandum of Agreement is to be sought, he shall submit the charges directly to Step Three of Appendix "G" annexed to this Memorandum of Agreement for handling as provided therein for charges seeking such disciplinary action.

4. In the event that he is of the opinion that any disciplinary action enumerated in Paragraph V B hereof, as amended by

Section XXVII of this Memorandum of Agreement is to be sought, he shall submit the charges directly to Step Three of Appendix "G" annexed to this Memorandum of Agreement for handling as provided therein for charges seeking such disciplinary action.

(iii) Such disciplinary charges may be served either personally or by registered mail at the last known address of the Police Lieutenant on file with the Port Authority.

(iv) Except as provided in Appendix "M" annexed to this Memorandum of Agreement, the only disciplinary hearing of any kind to which Police Lieutenants are entitled in connection with such disciplinary charges which seek any disciplinary action enumerated in Paragraph V B of Document "G" annexed hereto as amended by this Section XXVII shall be that provided for at Step Three of Appendix "G" annexed to this Memorandum of Agreement, and the only disciplinary hearing of any kind to which Police Lieutenants are entitled in connection with such disciplinary charges which seek any disciplinary action enumerated in Paragraph V A of Document "G" annexed hereto as amended by this Section XXVII shall be that provided for at Step Three of Appendix "G" annexed to this Memorandum of Agreement.

h. The Port Authority shall provide upon request by the charged Police Lieutenant or his representative prior to the disciplinary hearing copies of the evidence it intends to present at the hearing, including statements, photographs, recordings and other writings made in the normal course of business but excluding attorney work product. The Port Authority shall provide such discovery no later than twenty-eight days prior to the scheduled hearing date or within ten days of receipt of the request, whichever is later. Failure to provide such discovery by such date shall be a basis for adjournment in the discretion of the person before whom such hearing is to be held, provided that if such discovery is provided within fourteen days of the hearing date it shall be an automatic basis for adjournment if requested.

i. (i) If a Police Lieutenant is administratively suspended, disciplinary charges must be filed against the Police Lieutenant no later than one hundred and twenty days after the first day of that suspension to continue him on administrative suspension. If the disciplinary charges are not filed within that period, the Police Lieutenant shall be removed from administrative suspension no later than the end of the one hundred and twenty day period and he shall receive payment with respect to the period of his administrative suspension in an amount based upon an estimate of

missed opportunities to earn overtime during his administrative suspension. The estimate shall be determined as provided in the next paragraph.

(ii) A Police Lieutenant against whom disciplinary charges have been filed and who has been administratively suspended but who has not been dismissed from employment shall receive payment of an amount based on an estimate of his missed opportunities to earn overtime during that administrative suspension. The estimate shall be determined as follows:

First, an initial estimate shall be determined by use of the following formula:

$$\frac{a}{b} = \frac{c}{d}$$

where "a" is the average overtime earned per pay period by the suspended Police Lieutenant during the seventy-eight (or the actual number if less than seventy-eight) pay periods immediately prior to the pay period during which his suspension commenced;

"b" is the average overtime earned per pay period per Police Lieutenant during those seventy-eight (or the actual number if less than seventy-eight) pay periods at the Police Command to which the suspended Police Lieutenant was assigned during that period. If the Police Lieutenant was assigned to more than one Police Command during that period, then the average overtime for the period shall be determined by using average overtime earned per Police Lieutenant at each Police Command to which the Police Lieutenant was assigned during that period for the pay periods he was assigned to that Police Command;

"c" is the initial estimate of the Police Lieutenant's missed overtime earned per pay period to be determined, and

"d" is the average overtime earned per pay period per Police Lieutenant at the Police Command to which the suspended Police Lieutenant is assigned during the same pay periods of the Police Lieutenant's administrative suspension.

Upon determination of "c", that amount shall be multiplied by the number of pay periods that the Police Lieutenant was on administrative suspension, provided that any pay period during that suspension in which the Police Lieutenant was absent due to sickness or injury incurred in the line of duty on at least half of his scheduled work days shall not be used in that multiplication. Then, from that amount shall be subtracted all overtime, if any, earned by the Police Lieutenant during the suspension. The resulting balance shall be paid to the Police Lieutenant for missed overtime.

j. If a Police Lieutenant who is suspended without pay is changed to administrative suspension or returned to full duty he shall receive payment of his full pay for the period during which he was suspended without pay except payment for missed overtime opportunities. If such Police Lieutenant is not dismissed from employment the calculation of missed overtime opportunities shall be made in accordance with the method set forth in paragraph i (ii), above, except that the period of suspension shall include the period during which the Police Lieutenant was suspended without pay.

k. A Police Lieutenant charged in a disciplinary proceeding shall not be permitted to take personal leave on a day for which a hearing in that disciplinary proceeding is scheduled, provided, however, if the person before whom such hearing is to be held grants an adjournment of the hearing scheduled for a particular day, personal leave may be taken on that day.

l. The following shall be substituted for and implemented in lieu of Rule 4 in Document "F" of this Memorandum of Agreement:

Rule 4. Warnings required in cases of Criminal Investigation or Criminal charges against employee

If an employee is under arrest, or is a subject of a criminal investigation, or there is a substantial likelihood that criminal charges against the employee may result from the investigation, he shall be given a written statement as to the alleged criminal matter(s) under investigation and he shall be warned of his rights as follows:

"I wish to advise you that you are being questioned as part of an official investigation by the Port Authority Police. You will be asked questions specifically directed and narrowly related to the performance of your official duties with respect to the alleged criminal matter(s) under investigation. You are entitled to all the rights and privileges guaranteed by the laws of the State of New York or New Jersey, the constitutions of these states and the Constitution of the United States, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation.

I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties with respect to the alleged criminal matter(s) under investigation, you will be subject to Port Authority disciplinary charges which could result in your dismissal from the Port Authority. You have use immunity, that is, if you do answer, neither your statements nor any information or evidence which is gained by reason of such statements may be received in evidence against you in any subsequent criminal proceeding. However, these statements can be used against you in relation to subsequent Port Authority disciplinary charges."

If the employee will be asked questions related to his official duties performed in the State of New Jersey, the Port Authority will obtain a written grant of use immunity with respect thereto from a county prosecutor having jurisdiction prior to asking those questions, and the written grant of use immunity will be shown to the employee.

m. Rule 3. Clarification of Application of PDI 2-6, Rule 3 and General Rule and Regulation Section 9, Rule 3 to interviews of witnesses, in accordance to Appendix "K-1", annexed hereto. The notice and time off provisions applicable to waivers as set forth in Appendix "K-2", annexed hereto, shall apply equally to all Rule 3 interviews.

3. The disciplinary standards and penalties with respect to Repeated and Excessive Absence shall be as set forth in Appendix "L", annexed hereto.

4. Counseling of Police Lieutenants does not constitute discipline.

5. Effective on the date of execution of this Memorandum of Agreement, any waiver of a disciplinary hearing for minor disciplinary charges as defined in Document "G", Paragraph V.B., as amended by Section XXVII of the Memorandum of Agreement executed by a Police Lieutenant will be deemed null and void and expunged from the Police Lieutenant's personnel files two (2) years after the execution thereof, provided the following conditions are satisfied:

a. The waiver was executed prior to the date the matter was heard in arbitration; and
b. The Police Lieutenant has not been served with Charges and Specifications and/or Notice of Pending Charges in the two (2) years following the execution of the waiver.

Assuming the aforesaid conditions are satisfied, the Police Lieutenant shall submit a request for expungement in writing addressed to the Superintendent of Police and his Commanding Officer identifying the waiver to be removed. All qualifying waivers will be removed within thirty (30) working days of the date that the Police Lieutenant submitted the expungement request.

XXVIII. JOB DUTIES AND RESPONSIBILITIES

1. During the term of this Memorandum of Agreement, no Police Lieutenant shall, except as provided in Section XIV of this Memorandum of Agreement, be required on a recurring basis to perform duties not contained in Job Specification No. 2615, dated July, 1960, and revised with the agreement of the Association and dated July, 1998, and Job Specification No. 2616 dated June, 1972 and revised October, 1981 and further revised with the agreement of the Association and dated July, 1984, and further revised with the Agreement of the Association and dated July, 1998 and annexed hereto as Documents "A-1" and "A-2".

2. Nothing in this Section shall preclude the Port Authority from requiring existing supervisory responsibilities to be exercised by Police Lieutenants with respect to non-police Port Authority personnel currently being supervised by Police Lieutenants. Given the fact that Police Lieutenants who previously supervised non-police Port Authority personnel at tunnel or bridge facilities have been relieved from supervising such personnel during the term of the prior Memorandum of Agreement by reason of installation of civilian supervisors, no Police Lieutenant shall, subject to the provisions of Paragraph 1 hereof, be assigned or reassigned supervisory responsibilities for such personnel on any tour of duty at such facilities. Any responsibilities of Police Lieutenants with respect to non-police Port Authority personnel no longer supervised by Police Lieutenants pursuant to the next preceding sentence or personnel who are not Port Authority employees, including those currently employed, shall be limited to assuring the protecting of life and property at Port Authority facilities. The supervision, training, roll call and attendance and employment administration of such personnel shall be the responsibility of persons other than Police Lieutenants.

3. All training opportunities will be filled using the following procedures:

a. Training programs will be announced and posted on all Bulletin Boards.

b. The announcement shall set forth the nature of the training, and indicate any limitations dealing with the training opportunity or subsequent detail assignment, if applicable.

c. Any Police Lieutenant who is not selected may request in writing the reason that he or she was not selected for the training, and such request shall be responded to in writing.

4. So long as three (3) authorized Detective Lieutenant positions (Job Specification 2616) continue to be maintained and filled in the Criminal Investigations Bureau, any supervision of Detective Sergeants which currently and heretofore has been exclusively performed by Detective Lieutenants may be performed by Police Lieutenants (Job Specification 2615) and the performance of supervision of Detective Sergeants by Police Lieutenants (Job Specification 2615) shall be without restriction or premium payment. If the number of Detective Lieutenant positions (Job Specification 2616) maintained and filled in the Criminal Investigations Bureau falls below three (3), that work of supervising Detective Sergeants which had previously been exclusively performed by Detective Lieutenants (Job Specification 2616) shall no longer be performed by Police Lieutenants (Job Specification 2615), and that work shall again become the exclusive work of Detective Lieutenants (Job Specification 2616).

5. The Association acknowledges :

1) The duties of Tour Commander at the World Trade Center Facility Police Command, Port Newark-Port Elizabeth Facility Police Command and

NLIA-Teterboro Facility Police Command shall be assigned to Police Lieutenants, and

2) The duties of the Security and Equipment Lieutenant and the Staff Lieutenant at NLIA-Teterboro Facility Police Command shall extend to Teterboro Airport , and

3) The duties of the Staff Lieutenant at the PATH Facility Police Command shall extend to the World Trade Center Facility Police Command.

XXIX. TRANSFER OF UNIT WORK

1. Subject to other provisions herein, and except as otherwise set forth in this Agreement, during the term of this Agreement, there will be no further or additional transfer and/or reassignment of unit work currently and heretofore performed by unit employees without negotiations and all other unit work currently and heretofore performed by Police Lieutenants shall be maintained.

2. a. The Association has previously negotiated and agreed to the transfer and/or reassignment of unit work, as set forth below, to personnel not in the negotiating unit at the following facilities:

FACILITY	UNIT WORK
LT	1 Staff Lieutenant
HT	1 Staff Lieutenant
WTC	1 Contract Guard Supervisory Lieutenant

2. b. The Association has also negotiated and agreed to the transfer and/or reassignment of unit work, as set forth below, effective on the date of execution of this Memorandum of Agreement, to personnel not in the negotiating unit, at the following facilities:

FACILITY	UNIT WORK
HT	Staff Lieutenant Duties
SIB-Teleport	Staff Lieutenant Duties
HQ	Central Police Pool Commanding Officer Duties

2. c. The Association has also negotiated and agreed to the transfer and/or reassignment of unit work involving canine duties to personnel not in the negotiating unit, effective on the date of execution of this Memorandum of Agreement.

3. All existing Police Lieutenant positions and/or assignments shall be maintained during the term of this Memorandum of Agreement in accordance with the Police Lieutenant

Position and/or Assignment List agreed upon between the parties so long as the work being performed continues to be performed by or on behalf of the Port Authority.

4. Police Lieutenants will not be required or requested to train any non-police officer.

5. The Port Authority will continue to fully and completely provide a tape system on all telephones and on the radio system at all tunnel and bridge facilities.

6. Any orders communicated by civilians at the communications desk to a Police Officer or Police Sergeant must be authorized by the Tour Commander responsible for and assigned at the said crossing.

7. a. So long as four (4) authorized Police Lieutenant positions (Job Specification 2615) continue to be maintained and filled in the Civilian Complaint Investigations Unit (CCIU), work of the CCIU currently and heretofore performed by Police Lieutenants may be performed by personnel not in the negotiating unit. During any period that the number of Police Lieutenant positions maintained and filled in the CCIU falls below four (4), such work shall not be performed by personnel not in the negotiating unit.

b. Work of the Special Investigations Unit previously performed by Detectives may be assigned to Police Lieutenants, including Police Lieutenants assigned to the CCIU, and the performance of such work by Police Lieutenants shall not establish any right in the Association to claim the work performed as its unit work.

8. So long as one (1) authorized Detective Lieutenant Position (Job Specification 2616) continues to be maintained and filled at Police Headquarters, all administrative work involving the CIB/SIU currently and heretofore performed by the Association may be performed by personnel not in the negotiating unit. During any period that one Detective Lieutenant position at Police Headquarters is not maintained and filled, such work shall not be performed by personnel not in the negotiating unit.

9. All unit work involving inspectional services may be performed by personnel not in the negotiating unit.

10. All unit work involving the coordination of facility construction at Facility Police Commands, with the exception of LaGuardia Airport and the George Washington Bridge, may be performed by personnel not in the negotiating unit.

11. So long as one (1) authorized Police Lieutenant Planning and Research position continues to be maintained and filled, all unit work involving Police Planning & Research and involving the work of the Secretary of the Board of Inquiry, may be performed by personnel not in the negotiating unit. During any period that one authorized Police Lieutenant Planning and Research position is not maintained and filled, such work shall not be performed by personnel not in the negotiating unit.

XXX. UNIT WORK

All "Unit Work" disputes shall not be subject to the grievance and arbitration provisions of the Agreement but shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel and subject to applicable standards to be determined by the Panel. In this connection, "new facilities" shall mean facilities not listed in Document "M" of the 1985-89 Memorandum of Agreement.

XXXI. PERSONAL AND COMMUTATION PASSES

Personal passes and commutation passes for free use of Port Authority tunnel and bridge facilities shall continue to be provided in accordance with PAI 40-1.01 revised December 20, 1973. At any time following the execution of this Memorandum of Agreement, at the Port Authority's sole discretion, the Port Authority may replace this benefit with an E-Z Pass based program upon the following terms and conditions:

a. The number of free passages at Port Authority tunnel and bridge facilities and the free use of parking lots at Port Authority airports for Police Lieutenants shall not be less under the E-Z Pass based program than under said PAI 40-1.01.

b. Until such time as the E-Z Pass program is implemented at Port Authority airport parking lots for which free use is provided under said PAI 40-1.01 the Port Authority will continue to make passes available to Police Lieutenants for such parking in accordance with said PAI 40-1.01.

XXXII. EDUCATION REFUND

1. During the term of this Memorandum of Agreement, the provisions of Document "J" annexed hereto shall be applicable to Police Lieutenants. All increases in the maximum reimbursement rates granted to any other employees will be applicable to Police Lieutenants, whether the increased reimbursement is through amendment to the current AP 20-4.54 entitled "Tuition Assistance Program" or otherwise.

2. Procedures:

a) Tuition Assistance applications will be maintained at each facility police command.

b) Applicants shall forward a completed Tuition Assistance application (PA Form 1020, revised August 2004) current school catalogue and other supporting documents in duplicate to the Applicant's Commanding Officer at least two (2) weeks before the course(s) begins.

c) The Commanding Officer will review, sign and forward the application to the Department Director or his designee for review.

d) If, for valid reasons, the Applicant cannot meet the two week deadline, a memorandum explaining the delay must be submitted to the Applicant's Commanding Officer who will also forward it to the Department Director.

e) The Department Director or his designee will approve or disapprove the application (stating reasons for disapproval) and return PA Form 1020 and documents to the Applicant.

XXXIII. DETECTIVE LIEUTENANTS

1. Police Lieutenants shall be assigned to perform the duties of Detective Lieutenant, Job Specification 2616, in accordance with this Memorandum of Agreement. Police Lieutenants assigned as Detective Lieutenants shall have the title of "Detective Lieutenant", Job Specification 2616 and shall be paid in accordance with Appendix "A(5)" or "A(6)". Police Lieutenants must successfully complete a six-month probationary period to be considered permanently assigned. Such six-month probationary period may be served in three month segments during which more than one probationary Detective Lieutenant may be assigned to fill a single vacancy.

2. During the term of this Memorandum of Agreement, a Police Lieutenant permanently assigned to an authorized Detective Lieutenant position shall not be involuntarily removed from his position without just cause. Such demotions by the Superintendent of Police shall be subject to the grievance-arbitration procedure of this Memorandum of Agreement to the same extent as any other grievable provision of this Memorandum of Agreement, except that the grievant may start at Step Two.

3. In the event a Detective Lieutenant is required by his Commanding Officer to be on call to respond during off-duty hours, he shall be authorized to utilize a Public Safety Department vehicle for overnight or weekend usage or he shall be compensated in accordance with the resolution of American Arbitration Association Case no. 1330-1824-85. The reporting requirements of PAI 15-3.05 shall be adhered to.

4. All Detective Lieutenants' positions shall be included in the Position and Assignment List and such listing, including any new positions and assignments, shall be the unit work of the Association.

XXXIV. MISCELLANEOUS

1. The Port Authority will make reasonable efforts to provide designated free parking areas where Police Lieutenants may park their personal vehicles while on duty at a facility. The Port Authority will reimburse Police Lieutenants assigned to or required to be at Journal Square Transportation Center (including training) for the cost of parking on an around the clock basis. While on duty, Police Lieutenants assigned to in-service training at the Journal Square Transportation Center, the Port Authority Technical Center or the World Trade Center or involuntarily assigned to or required to be at the World Trade Center will be reimbursed for the cost of parking either at the Journal Square Transportation Center or the World Trade Center at the Police Lieutenant's option; provided, however, that if a Police Lieutenant opts to park at the World Trade Center, no reimbursement will be made for parking if space is available in the designated free parking area for the World Trade Center Facility Police Command. No such space shall be provided if provision of such space is not practicable by reason of additional cost to the Authority, or because of use of areas by other persons or for other purposes. The President of the Association or his designee shall be authorized to park his personal vehicle in available space at any such designated police employee parking area. All other existing areas and practices for Police Lieutenant parking in existence prior to this Memorandum of Agreement shall be maintained during the term of this Memorandum of Agreement so long as such areas are used for parking purposes.

2. The Port Authority will continue to provide for air conditioning and electronic sirens to be installed in all new assigned police cars. Copies of lists of supplementary equipment to be carried in assigned police cars shall be forwarded to the Association.

3. During the term of this Memorandum of Agreement, the Port Authority's policy with respect to stand-by time, call-ins and carfare allowances shall be as set forth in Information Bulletin No. 11, dated March 3, 1965, annexed hereto.

4. During the term of this Memorandum of Agreement, the Port Authority's existing policies with respect to service, safety, and medal awards for Police Lieutenants shall continue to be maintained. (See letter dated May 28, 1998, annexed hereto as Document "P".)

5. Outdoor training of Police Lieutenants shall be cancelled in the event temperatures fall below 25 degrees Fahrenheit. The supervisor in charge of the training may also cancel training when other inclement weather conditions adversely affect the training exercise. If training is cancelled after the Police Lieutenants involved have reported for duty, they will not be reassigned to another tour on that day.

6. Upon request, appropriate staff personnel from the Human Resources Department will be available to meet with the joint executive boards of the Association, the Port Authority Police Benevolent Association, Inc., the Port Authority Police Sergeants Benevolent Association and the Port Authority Detectives Endowment Association to discuss benefit coverage or other similar programs available to police personnel.

7. A maximum of four hours compensation at overtime rates shall be paid for each initial off-duty enforcement action leading to an arrest to cover the arrest and booking process. All other off-duty police related activities including but not limited to rescue functions shall be covered by all benefits outlined in the Memorandum of Agreement. The Superintendent of Police will determine whether the actions were appropriate police actions and therefore compensable under the second sentence of this paragraph and his decision is not subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement.

8. Any provision of this Memorandum of Agreement requiring State or Federal legislative action to permit its implementation by amendment of law shall not be effective until the appropriate State bodies or Federal body have acted.

9. Effective on the first day of April, 1998, the Port Authority may implement a retrospective payroll system upon the following terms and conditions. On the pay date in which the Port Authority determines to implement this program, each Police Lieutenant on payroll as of that pay date will receive an amount equal to his base salary and longevity for that two-week period, as well as any premium payments due him from the preceding pay period. The payment, equal to his base salary and longevity during this implementation pay period, will be reported to the New York State and Local Police and Fire Retirement System. In the next succeeding pay period, each Police Lieutenant will receive a pay check representing the payment of his base salary, longevity and premium payments earned during the previous pay period, and the payroll system will thereafter function retrospectively for the remainder of the Police Lieutenant's Port Authority employment, except for Police Lieutenants whose Port Authority employment is terminated for any reason within one year of this payment. For any Police Lieutenant whose Port Authority employment is terminated for any reason within one year of this payment, this payment shall be considered payment toward the base salary and longevity that would otherwise be owed to him in his final pay period.

10. A Police Lieutenant shall be "in good standing" under this agreement unless the Police Lieutenant is terminated for cause pursuant to Section XXVII of this Agreement as a result of disciplinary charges pending due to the Police Lieutenant being arrested, indicted or receiving a positive drug test pursuant to Appendix "M" of this Agreement.

11. Right to Reopen: In the event the Port Authority negotiates with another Police union contractual language or benefits greater than those provided for under this Memorandum of Agreement, then the Association shall have the option to reopen negotiations with respect to that language or benefit(s).

12. Except as provided for in Paragraph 11, above, negotiations between the Port Authority and the Association with respect to a successor Memorandum of Agreement shall commence on or before March 1, 2009.

13. Personal Information Profiles will be issued annually to Police Lieutenants in accordance with the letter agreement dated November 13, 1997, annexed hereto as Document "Z".

XXXV. LABOR MANAGEMENT COMMITTEE

1. The existing labor-management committee consisting of representatives of the Port Authority and the Association shall continue in effect.

2. The function of this committee shall be to facilitate communication between the parties to promote a climate conducive to constructive employee relations, to recommend resolutions of employee relations problems which may arise in the administration of this Memorandum of Agreement and to discuss other matters of mutual interest.

3. The committee will meet at mutually acceptable times and places, with either party having the right to request a meeting. Requests for meetings should be made at least a week in advance with the requesting party submitting an agenda of the topics for discussion. The size of the committee may vary according to the topics to be discussed and shall be limited to the least number of representatives from each party needed to accomplish the business at hand.

4. Nothing contained in this Section is intended to restrict in any way the normal informal discussion and resolution of problems by Port Authority and Association representatives.

XXXVI. ENLARGEMENT OF NEGOTIATION UNIT

The Port Authority agrees to permit the creation of, and to recognize in accordance with Section XII of the Port Authority Labor Relations Instruction, a single negotiating unit comprised of the negotiating units presently represented by the Association and by the Port Authority Police Sergeants Benevolent Association (the "SBA"), at such time as the Association and the SBA jointly notify the Port Authority in writing of their merger and request recognition as exclusive representative of the merged negotiating unit.

XXXVII. PERSONAL FILES

1. During the term of this Memorandum of Agreement, the Port Authority's policy with respect to a Police Lieutenant's opportunity to rebut written derogatory information or statements to be placed in his facility personnel folder shall be as set forth in Information Bulletin No. 34, dated July 22, 1968, as amended through negotiation with the Association and as set forth herein, in Paragraph 2. Time limits for removal of derogatory incident reports from a Police Lieutenant's personal files shall apply to counseling letters or similar documents. A Police Lieutenant shall acknowledge receipt of counseling letters or similar documents. A Police Lieutenant shall have the right to have his Association representative present at all counseling sessions.

2. The amended portion of Information Bulletin No. 34, shall read:

> Every employee is entitled to the opportunity to rebut any written derogatory information or statements placed in his personal files. Prior to a memorandum containing such derogatory information or statements being placed into the personal files of an employee, a copy will be given to the employee for his information. If he so desires, he may write a statement in rebuttal of any allegations and this material will be attached to the written material prior to it being placed in the employee's personal files.

3. In any situation in which an employee is found not guilty or in which such complaint has been determined to be unfounded, such complaint or charge, if any, in the personal files of the employee will be removed and destroyed.

4. When an employee has been charged with a departmental violation and the final disposition of the charge is other than "Guilty", the record of the case will be removed from the employee's personal files immediately upon final disposition and destroyed.

5. Employees and/or their representatives, with the employee's written permission, may examine their own personal folders by making arrangements in advance with appropriate personnel. Documents may not be removed, but copies may be made, if necessary.

XXXVIII. ASSOCIATION BUSINESS

1. Time off for Association representatives to conduct Association business and for purposes of employee representation shall be granted in accordance with the provisions of Limited Distribution Directive LDD 4-05, as amended through negotiations with the Association and dated April 12, 2005.

2. Whenever a Police Lieutenant is excused pursuant to this Section, he will receive payment of Preparation Time Allowance provided he is otherwise eligible therefor pursuant to Section VI of this Memorandum of Agreement.

3. See side letter agreement on office space, annexed hereto as Document "U".

4. Effective on the date of execution of this Memorandum of Agreement any of the Association Executive Board Members, not to exceed six, whose regularly scheduled tour of duty on the date of an Association Executive Board meeting, not to exceed twenty in a calendar year, is the afternoon tour shall have his regularly scheduled tour of duty changed to the day tour of the day of that meeting without any payment of schedule change premium.

5. The Association shall be permitted to request emergency excused time with pay and benefits for any member of the Executive Board to respond to a Police Lieutenant's medical or psychological emergency, criminal investigation or arrest by an outside law enforcement agency, or other similar emergent incident. This request may be made by the President of the Association (or his designee) directly to any Facility Police Commanding

Officer or Tour Commander. Upon receiving such a request, the Port Authority will immediately release a member of the Executive Board chosen by the President (or his designee) who is then on-duty to respond to the emergent incident.

6. On January 21, 2003, and each January 21st thereafter, the Port Authority shall make a contribution of $10,000.00 to the Association's Welfare Fund which is to be used to defray the cost of providing benefits to Police Lieutenants.

XXXIX. PROHIBITION OF EMPLOYER SOLICITATION

Neither the employer nor its agents shall solicit the employee, either individually or collectively, in regard to any charity or fund.

XL. PRE-RETIREMENT PROGRAM

The Port Authority shall establish a pre-retirement program formulated to meet the needs and objectives of retiring police personnel. Employees may enroll in this program within one year of their prospective retirement and each employee may do so only once. The program will be run during normal office hours and employees will be granted excused time to attend this program when their work schedule conflicts with the scheduled program.

XLI. PAYCHECKS

1. The Port Authority shall provide paychecks to employees on Friday paydays by 3:00 p.m. The Port Authority shall continue to issue checks on an early distribution basis and on an advance basis for vacations or days off. In the event a check is lost through no fault of the employee, a voucher check will be drawn to provide him with his basic bi-weekly salary. Checks will continue to be distributed to the individual employee's command. All other current paycheck practices will remain in effect, except that in the event the paycheck is not provided to an employee by 3:00 p.m. on Friday, he shall receive two hours of straight-time pay if it is necessary for him to stand by or report to the facility in order to receive the check.

2. Police Lieutenants shall be permitted to exercise the option to participate in the direct payroll deposit system provided to Port Authority managerial, administrative and clerical employees on the same basis as such employees. Should either the Port Authority or the provider of such system decide, for any reason, to terminate that system for Port Authority managerial, administrative and clerical employees, then it will be terminated for Police Lieutenants.

XLII. SAFETY AND HEALTH STANDARDS

1. The Port Authority represents that it attempts to conform with and that it does basically conform with the Occupational Health and Safety Standards promulgated by OSHA.

2. If it is established that the Port Authority does not basically conform with OSHA standards, the Port Authority will make every good faith effort to come into conformance.

XLIII. PRIVATE ROOM INJURIES

A Police Lieutenant who is injured in the line or performance of duty as a result of being the victim of a criminal assault shall be provided by the Port Authority with a private hospital room, if one is available, and, if there is reason for fear for the safety of the employee, a police guard.

XLIV. SERVICE AND PERSONAL WEAPONS

The carrying and storage of weapons on and off duty shall be in accordance with PDI 7-1, revised September 1, 1981 with the agreement of the Association and further revised with the agreement of the Association, dated September, 1983. Notwithstanding any other provisions in this Memorandum of Agreement, the service handgun shall be a 9mm, semi-automatic as determined by the Superintendent of Police.

The only handgun which may be approved as an off duty and/or second handgun is a 9mm with double action and a magazine disconnect.

Effective July 2, 1998 any and all references to the .38 caliber revolver, equipment or ammunition related thereto shall be deemed modified to reflect the change in handgun from the .38 caliber revolver to the 9mm as set forth in Document "0."

P.D.1. 9-2 is abolished in its entirety and is no longer in effect.

The Port Authority will continue to retain the right to determine all aspects of pistol qualifications including, but not limited to, qualification procedures, qualification proficiency and qualification composition. The Port Authority will not remove the Police Lieutenant's weapon for failure to qualify except pursuant to a determination of the Office of Medical Services that the Police Lieutenant's failure to qualify was due to a medical condition. The Port Authority shall promulgate a Police Operating Instruction (POI) setting forth the Pistol Qualification Program.

A Police Lieutenant who has failed to qualify with his service weapon shall be assigned to requalify with his service weapon on his next scheduled workday on which the Police Academy Range is open.

XLV. CONFIDENTIALITY

Except as required by applicable law, the Port Authority shall not disclose to any agency, person, corporation, etc., public or private, the telephone number, social security number or address of any employee without his written consent.

XLVI. CONTRACT BOOKLETS

The Port Authority, at its sole expense, shall furnish the Association with 350 copies of this Memorandum of Agreement within thirty (30) days after the execution of this Memorandum of Agreement and a computer disk containing the body of this Memorandum

of Agreement and any documents annexed thereto which are new to or were revised for purposes of this Memorandum of Agreement.

XLVII. AGREEMENT ADMINISTRATION

The Port Authority agrees to make available to the Association all relevant data the Association may require to negotiate collectively and to properly administer the Agreement.

XLVIII. MILEAGE ALLOWANCES

Mileage allowances and reimbursement for parking and tolls shall continue to be paid in accordance with the policies set forth in PAI 15-3.05 as in effect on July, 1978 except that effective April 1, 1999, the mileage allowance shall be the maximum permissible standard mileage rate for business as provided by Internal Revenue Service Regulations and as adjusted over time pursuant to 26 CFR / 1.274-5T or successor provisions of the Internal Revenue Code or Regulations.

In the event a Police Lieutenant is assigned to report to a non-Port Authority location or a Facility Police Command other than his assigned Facility Police Command for Port Authority medical examinations and/or training, mileage reimbursement between such non-Port Authority locations or a Facility Police Command and the Police Lieutenant's assigned Facility Police Command, and reimbursement for parking and tolls, shall continue to be in accordance with the allowances provided for in this Section.

XLIX. LONG-TERM DISABILITY PROGRAM

1. Active Police Lieutenants who have a minimum of five years continuous service as a Port Authority employee, and, effective July 20, 1991, but commencing July 21, 1991, active Police Lieutenants who have a minimum of one year continuous service as a Port Authority employee will be covered by the Port Authority's Long-Term Disability Program created April 24, 1974 for managerial and professional employees, under which a covered Police Lieutenant who is permanently disabled due to a non-job connected illness or injury is eligible to receive up to 60% of his annual base pay to age 65 from a combination of sources, including any New York State and Local Police and Fire Retirement System Ordinary Disability and Social Security Act benefits (and any other relevant payments), with the difference up to the 60% maximum (but no more than 50% of the Police Lieutenant's base salary) to be provided by the Port Authority.

2. An active Police Lieutenant who has a minimum of one year of continuous service as a Port Authority employee and who the Port Authority determines is permanently disabled due to an injury incurred in the line of duty but who has been denied by the New York State and Local Police and Fire Retirement System for both accidental disability retirement and performance of duty disability retirement shall be eligible for the benefits provided in Paragraph one of this Section under the same conditions as if the permanent disability was

due to a non-job connected injury, except that, in addition thereto, the Police Lieutenant must also apply for Workers' Compensation Law benefits as another source for meeting the 60% maximum of annual base pay, upon meeting the following criteria:

a. The Police Lieutenant has applied to the New York State and Local Police and Fire Retirement System, based upon this injury incurred in the line of duty, for both accidental disability retirement and performance of duty disability retirement; and

b. The Police Lieutenant has been determined by that System with respect thereto not to be qualified for either retirement; and,

c. The Police Lieutenant has exhausted any right that he may have to administratively appeal any denial thereof by that System, excluding any action that the Police Lieutenant may have to appeal his denial in the state or federal judicial system. Nothing in this Section requires a Police Lieutenant to apply for Workers' Compensation Law benefits in both New York and New Jersey.

3. As used in this section, the term "permanently disabled" shall mean "physically or mentally incapacitated for the performance of duty as a Police Lieutenant," the term "Workers' Compensation Law" shall include both the New York Workers' Compensation Law and the New Jersey Workers' Compensation Act, and the term "Workers' Compensation Law benefits" shall not include payments of medical expenses or that portion, if any, of other Workers' Compensation Law benefits which is paid to a Police Lieutenant for any period of time prior to the termination of his Port Authority employment.

4. Except as provided for in Paragraph 2, herein, The Long Term Disability Program is annexed hereto as Document "EE".

L. PRIOR LETTERS OF AGREEMENT

The provisions of the prior letters of agreement, which are still valid, shall be deemed incorporated into the body of the contract. The said letters are annexed hereto as Exhibits.

LI. DEFERRED COMPENSATION PLAN

During the term of this Memorandum of Agreement, so long as the Port Authority offers to any of its employees a deferred compensation plan pursuant to 26 U.S.C. Section 457, Police Lieutenants shall be eligible to participate on the same terms, conditions and basis.

LII. INDEMNIFICATION AND DEFENSE AGAINST CIVIL LIABILITY

1. During the term of this Memorandum of Agreement, for all claims or causes of action covered by the terms of this Section as set forth below which claims or causes of action may occur or be asserted during the term of this Memorandum of Agreement, and if such Police Lieutenant has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and said Police Lieutenant has fully cooperated in the defense thereof

and has given the General Counsel of the Port Authority prompt notice of the claim or action against him, the Port Authority will, to the extent permitted by applicable law:

a. pay on behalf of any Police Lieutenant all sums which the Police Lieutenant shall become legally obligated to pay as damages because of acts or omissions arising out of the activities of one or more members of the Port Authority Police Force, within the scope of his employment as a Port Authority Police Lieutenant including the following perils:

(i) False Arrest, False Imprisonment or Unlawful Detention;

(ii) Assault and/or Battery;

(iii) Malicious Prosecution;

(iv) Defamation, Libel, Slander, Humiliation or Violation of Right of Privacy (unless arising out of advertising), Occupancy or wrongful Entry;

(v) Negligence;

(vi) False or Improper Service of Process;

(vii) Violation of Property of Rights;

(viii) Personal Injury, Mental Anguish, Mental Injury and Shock;

(ix) Third Party Property Damage as a result of False Arrest (property of person being arrested); and

(x) Claims made or actions brought pursuant to the United States Constitution, or the constitutions of the States of New York and New Jersey, or any law affording a civil right of action for damages by reason of an invasion of a civil right or liberty.

The coverage for assault and/or battery and/or third party property damage is limited to any acts of any Police Lieutenant committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest or committed during the time that any person under arrest is in the care, custody or control of any Police Lieutenant; in resisting an overt attempt to escape by a person in the care, custody or control of any Police Lieutenant, or while in lawful confinement; or any other situation within the scope of his employment as a Port Authority Police Lieutenant where the Police Lieutenant has not used unjustifiable or excessive force.

2. Definitions. For purposes of this Section, the following terms are defined as indicated:

a. "Police Lieutenant". In addition to its definition contained in Section I, Paragraph 1 of this Memorandum of Agreement, the words "Police Lieutenant" shall include the heirs, executors, administrators or other legal representatives of a Police Lieutenant in the event of his death or incapacity.

b. "Damages". The word "Damages" shall mean damages (and costs and interest included in any judgment entered) to the extent the Port Authority is permitted by applicable law to pay such damages.

3. With respect to the indemnity afforded by this Section the Port Authority shall, to the extent permitted by applicable law, defend, either through its General Counsel or such other counsel as it may choose in its discretion, any claim or suit against a Police Lieutenant seeking damages to which this indemnity applies even if any of the allegations of the suit are groundless, false or fraudulent.

4. This Section shall not be subject to the grievance-arbitration procedure provided for in this Memorandum of Agreement.

5. Nothing contained in this Section is intended otherwise to restrict the right of any Police Lieutenant to pursue any available remedy, including a plenary court hearing.

6. The Port Authority may, in its discretion, discharge any or all of its obligations under this Section by the purchase of insurance coverage for such obligations.

LIII. NON-CIVIL CHARGES OR COMPLAINTS

1. With respect to a Police Lieutenant who is a defendant in a given legal proceeding as a result of non-civil charges or complaints filed against him for events which occur on or after April 13, 1988, the Port Authority will pay reasonable counsel fees for the defense of said Police Lieutenant provided that such charges or complaints are not preferred by or instituted on the complaint of the Port Authority or PATH, that the actions of the Police Lieutenant arise out of, are directly related to and are in furtherance of the lawful exercise of police powers or other official duties of the Police Lieutenant, and that the Police Lieutenant is either found not guilty of all such charges or complaints or all such charges or complaints are dismissed with finality.

2. Effective January 1, 2005, counsel fee rates shall be as follows:

Partner or Senior Associate (more than 4 years after admission to the bar): $212.00 per hour.

Junior Associate (4 years or less since admission to the bar): $157.00 per hour.

In January of each year thereafter the above amounts shall be changed by the percentage change in the Consumer Price Index for All Urban Consumers for the New York-Northeastern New Jersey area from the prior January.

3. Counsel fees reimbursable pursuant to this Section shall be paid within sixty days of submission.

LIV. DRUG ABUSE TESTING PROCEDURE

The drug abuse testing procedure applicable to Police Lieutenants shall be as set forth in Appendix "M", annexed hereto.

LV. POLICE COMMAND CONSOLIDATION

1. Effective on the date of the execution of this Memorandum of Agreement, the following Facility Police Commands and Port Authority facilities are consolidated into Consolidated Police Zones as follows:

Police Lieutenants (Job Specification 2615)

a. JFK International Airport Facility Police Command/LaGuardia Airport Facility Police Command/Queens West Facility

b. PATH Facility Police Command-World Trade Center Facility Police Command/Holland Tunnel-Brooklyn Piers Facility Police Command/Jersey City Auto Marine Terminal Facility

c. Port Authority Bus Terminal Facility Police Command/Lincoln Tunnel Facility Police Command/George Washington Bridge Facility Police Command/Bathgate Facility/Yonkers Facility/One Madison Avenue-225/233 Park Avenue South Facility

d. Newark Liberty International Airport-Teterboro Airport Facility Police Command/Port Newark-Port Elizabeth Facility Police Command/Essex County Resource and Recovery Center Facility/Staten Island Bridges-Teleport Facility Police Command/Howland Hook-Port Ivory Facility

Detective Lieutenants (Job Specification 2616)

a. JFK International Airport Facility Police Command/LaGuardia Airport Facility Police Command/Queens West Facility

b. PATH Facility Police Command-World Trade Center Facility Police Command/Holland Tunnel-Brooklyn Piers Facility Police Command/Port Authority Bus Terminal Facility Police Command/One Madison Avenue-225/233 Park Avenue South Facility/Lincoln Tunnel Facility Police Command/George Washington Bridge Facility Police Command/Bathgate Facility/Yonkers Facility /Police Headquarters Facility Police Command

c. Newark Liberty International Airport-Teterboro Airport Facility Police Command/Port Newark-Port Elizabeth Facility Police Command/Staten Island Bridges-Teleport Facility Police Command/Howland Hook-Port Ivory Facility/Essex County Resource and Recovery Center Facility/Jersey City Auto Marine Terminal Facility

2. For Police Lieutenants (Job Specification No. 2615) the following Facility Police Commands or Port Authority facilities have not been consolidated with any other Facility Police Commands, Port Authority facilities or Consolidated Police Zones and shall continue to be treated as separate Facility Police Commands:

a. Police Headquarters

b. Lieutenants Reserve Pool

3. Notwithstanding the above consolidations, Police Lieutenants, including Detective Lieutenants, shall continue to be permanently assigned to individual Facility Police Commands and transfer lists shall continue to be maintained as provided in Document "C", annexed hereto and facilities including, but not limited to gun lockers, clothing lockers and mailboxes shall continue to be maintained at Facility Police Commands for the Police Lieutenants permanently assigned thereto.

4. Deficiencies in normal roll call positions at Facility Police Commands within a Consolidated Police Zone which the Port Authority in its sole discretion elects to cover shall be covered in the following order of assignment:

i. A Lieutenants Reserve Pool Lieutenant on straight time;

ii. A qualified Police Lieutenant assigned to any of the Facility Police Commands within the Consolidated Police Zone who is excess on the tour of duty of the deficiency and who volunteers for the assignment;

iii. the junior qualified Police Lieutenant assigned to any of the Facility Police Commands within the Consolidated Police Zone who is excess on the tour of duty of the deficiency;

iv. A Police Lieutenant pursuant to the overtime provisions of the Memorandum of Agreement.

For purposes of this Paragraph 4, a Police Lieutenant is "excess" if the Police Lieutenant has not been assigned to a normal roll call position at the Police Lieutenant's Facility Police Command on that tour of duty and all normal roll call positions at the Command have been filled. The excess Police Lieutenant must have reported to his Facility Police Command for his regularly scheduled tour of duty and stood roll call prior to his assignment. The assigned excess Police Lieutenant will be provided transport in a Police vehicle to and from the Facility Police Command to which he has been assigned. He shall return to his Facility Police Command at the end of his regularly scheduled tour of duty to sign off duty. In implementation of this procedure the Port Authority may not create an excess Police Lieutenant by failing to fill a normal roll call position in order to use the Police Lieutenant who would have filled that position in order to use the Police Lieutenant who would have filled that position to cover a deficiency at another Facility Police Command.

For purposes of this Paragraph 4, a Police Lieutenant is "qualified" if the Police Lieutenant has had at least the number of tours of on-the-job training at the Facility Police

Command with the deficiency as the Port Authority, in its sole discretion, then requires a Lieutenants Reserve Pool Police Lieutenant to have to be assigned to that Facility Police Command on that tour. The Port Authority is not required to have tour specific qualification requirements.

LVI. REPRESENTATION FEE

1. Representation Fee

During the term of this Memorandum of Agreement, all Police Lieutenants who are not subject to dues checkoff in accordance with Section I of this Memorandum of Agreement (hereinafter for purposes of this Section called "non-members") shall have deducted from their wages or salary and forwarded to the Association a representation fee in a manner and in an amount as provided below.

2. Representation Fee Amount

At least two standard pay periods before any modification to the existing representation fee to be deducted, the Association shall notify the Port Authority in writing of the representation fee sum to be deducted from non- members' wages and salaries, but in no event shall such fee exceed 85% of the membership dues and assessments of the Association. Any change in the amount of the representation fee to be deducted shall be made upon written notification by the Association to the Port Authority.

3. Representation Fee Deduction

The representation fee shall be deducted from non-members' wages or salary in equal bi-weekly installments. The amount of representation fee so deducted shall be transmitted bi-weekly to the designated Association representative along with the membership dues and assessments deducted pursuant to Section I of this Memorandum of Agreement.

Representation fee deductions from the wages or salary of any non-member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the non-member's placement in or re-entry into Job Specification 2615 or into Job Specification 2616.

If the Association submits a member's signed dues checkoff authorization form in accordance with Section I of this Memorandum of Agreement, the Port Authority shall cease deducting the representation fee and commence deducting membership dues and assessments on or after but in no case sooner than two standard pay periods following the filing of such signed dues checkoff authorization form.

LVII. LOCKER SEARCH PROCEDURE

1. Non-criminal matters:

a) The search of lockers assigned to Lieutenants in connection with non-criminal matters may occur in the following circumstances:

i) Upon the death or separation from service of the Lieutenant, the Port Authority Police Command staff may search that Lieutenant's locker;

ii) The Port Authority Police Command staff may search a Lieutenant's locker when reasonably related to an administrative investigation of the Lieutenant;

iii) The Port Authority Police Command staff may search a Lieutenant's locker to retrieve Port Authority property issued to the Lieutenant;

iv) The Port Authority Police Command staff may search a Lieutenant's locker to fulfill a legal obligation or in exigent circumstances;

b) The search must be approved by the Superintendent of Police, or, in his absence, by the individual he designates in writing as acting Superintendent of Police. Any memorandum designating an individual as acting Superintendent of Police shall be required to be copied to the LBA President under Section I, Paragraph 5 of the Memorandum of Agreement.

c) The Association must be given notice of a search and will be afforded a reasonable opportunity to attend the search. A representative of the LBA on the tour of duty of the search will be permitted to be a witness to the search. If no representative is working the tour of duty, the President of the LBA shall be notified that no representatives are available. The President will be permitted three (3) hours to obtain an alternate witness for the search.

d) The search shall not be more intrusive than necessary to accomplish its purpose.

2. Searches of lockers in connection with criminal investigations will be governed solely by applicable law.

3. Upon notice to the pertinent Facility Police Command, the Port Authority Police Command staff may enter all police lockers not currently assigned to Lieutenants.

LVIII. SPECIAL OPERATIONS DIVISION

1. In the event a Police Lieutenant is assigned to the Special Operations Division (SOD) he shall receive, effective on the date of his assignment a quarterly stipend of two percent (2%) of the base salary of the Police Lieutenant for the entire quarter.
2. For purposes of this stipend, the quarters shall be January through March, April through June, July through September, and October through December, and assignment to the SOD for any day in a quarter shall entitle the Police Lieutenant to payment for the entire quarter.
3. The stipend due a Police Lieutenant shall be paid by March 1 of the year following the year or part thereof the stipend was earned or within sixty (60) days of the date the Police Lieutenant transfers out of the SOD.

LVIX. PLAINCLOTHES PREMIUM

Effective January 21, 2003, Lieutenant(s) assigned to the Special Investigations Unit will be paid an additional amount equal to seven and one half percent (7 ½ %) of that Lieutenants hourly rate of pay for each hour in which he performs the work of the Special Investigations Unit including assignments to appear in criminal court or other similar judicial or administrative proceedings which are directly related to his assignment to the Special Investigations Unit. For purposes of this paragraph, a Lieutenants "hourly rate of pay" for a straight time hour of work shall be the amount computed by dividing by eighty (80) the total of the base bi-weekly salary and the base bi-weekly longevity payable to such Lieutenant as set forth in the schedules annexed hereto as Appendix "A (1)", "A (2)", "A (3)", "A (4)", "A (5)"and "A (6)" and, for an overtime hour of work, shall be one and one-half (1 ½ %) times the amount computed by dividing by eighty (80) the total of the base bi-weekly salary and the base bi-weekly longevity payable to such Lieutenant as set forth in the schedules annexed hereto as Appendix "A (1)", "A(2)", "A(3)", "A(4)", "A(5)"and "A(6)".

LX. INSURANCE CARDS

The Port Authority will insure that Health care carriers, who provide identification cards, will issue such cards directly to employees upon enrollment in the provider's coverage.

LXI. POLICE VEHICLES

"Large" sized vehicles, such as defined by NAFA, the National Association of Fleet Administrators, will continue to be provided.

LXII. SAVINGS CLAUSE

1. If any provision of this Memorandum of Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Memorandum of Agreement.

2. All provisions of this Memorandum of Agreement, including but not limited to wages, fringe benefits, and all other conditions of employment, unless otherwise amended, shall remain in full force and effect until a new Memorandum of Agreement is executed.

LXIII. TERM OF MEMORANDUM OF AGREEMENT

1. The term of this Memorandum of Agreement shall commence as of January 21, 2003 and expire January 20, 2010.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Witness _____

Witness _____

Witness _____

Dated: April 12, 2005

PORT AUTHORITY POLICE LIEUTENANTS BENEVOLENT ASSOCIATION, INC.

By _____

Witness _____

Witness _____

Witness _____

Witness _____

Witness _____

Appendix "A(1)"
Salary Ranges of Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/03

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,685.58	$95,825.08
2	After 1st Yr	$3,787.92	$98,485.92
3	After 2nd Yr	$4,040.67	$105,057.42

Effective 1/21/04

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,823.79	$99,418.54
2	After 1st Yr	$3,929.97	$102,179.22
3	After 2nd Yr	$4,192.20	$108,997.20

Effective 1/21/05

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,957.62	$102,898.12
2	After 1st Yr	$4,067.52	$105,755.52
3	After 2nd Yr	$4,338.93	$112,812.18

Effective 1/21/06

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,076.35	$105,985.10
2	After 1st Yr	$4,189.55	$108,928.30
3	After 2nd Yr	$4,469.10	$116,196.60

Effective 1/21/07

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,198.64	$109,164.64
2	After 1st Yr	$4,315.24	$112,196.24
3	After 2nd Yr	$4,603.17	$119,682.42

Effective 1/21/08

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,366.59	$113,531.34
2	After 1st Yr	$4,487.85	$116,684.10
3	After 2nd Yr	$4,787.30	$124,469.80

Effective 1/21/09

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,541.25	$118,072.50
2	After 1st Yr	$4,667.36	$121,351.36
3	After 2nd Yr	$4,978.79	$129,448.54

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/03

Step 1	Bi-Weekly	$3,685.58
	After 1 Year	$36.86
	After 2 Years	$55.28
	After 3 Years	$73.71
	After 4 Years	$92.14
	After 5 Years	$110.57
	After 6 Years	$129.00
	After 7 Years	$147.42
	After 8 Years	$165.85
	After 9 Years	$184.28
	After 10 Years	$202.71
	After 11 Years	$221.13
	After 12 Years	$239.56
	After 13 Years	$257.99
	After 14 Years	$276.42
	After 15 Years	$294.85
	After 16 Years	$313.27
	After 17 Years	$331.70
	After 18 Years	$350.13
	After 19 Years	$368.56
	After 20 Years	$386.99
	After 21 Years	$405.41
	After 22 Years	$423.84
	After 23 Years	$442.27
	After 24 Years	$460.70
	After 25 Years	$479.13
	After 26 Years	$497.55
	After 27 Years	$515.98
	After 28 Years	$534.41
	After 29 Years	$552.84

Effective 1/21/03

Step 2	Bi-Weekly	$3,787.92
	After 1 Year	$37.88
	After 2 Years	$56.82
	After 3 Years	$75.76
	After 4 Years	$94.70
	After 5 Years	$113.64
	After 6 Years	$132.58
	After 7 Years	$151.52
	After 8 Years	$170.46
	After 9 Years	$189.40
	After 10 Years	$208.34
	After 11 Years	$227.28
	After 12 Years	$246.21
	After 13 Years	$265.15
	After 14 Years	$284.09
	After 15 Years	$303.03
	After 16 Years	$321.97
	After 17 Years	$340.91
	After 18 Years	$359.85
	After 19 Years	$378.79
	After 20 Years	$397.73
	After 21 Years	$416.67
	After 22 Years	$435.61
	After 23 Years	$454.55
	After 24 Years	$473.49
	After 25 Years	$492.43
	After 26 Years	$511.37
	After 27 Years	$530.31
	After 28 Years	$549.25
	After 29 Years	$568.19

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/03

Step 3	Bi-Weekly	$4,040.67
	After 1 Year	$40.41
	After 2 Years	$60.61
	After 3 Years	$80.81
	After 4 Years	$101.02
	After 5 Years	$121.22
	After 6 Years	$141.42
	After 7 Years	$161.63
	After 8 Years	$181.83
	After 9 Years	$202.03
	After 10 Years	$222.24
	After 11 Years	$242.44
	After 12 Years	$262.64
	After 13 Years	$282.85
	After 14 Years	$303.05
	After 15 Years	$323.25
	After 16 Years	$343.46
	After 17 Years	$363.66
	After 18 Years	$383.86
	After 19 Years	$404.07
	After 20 Years	$424.27
	After 21 Years	$444.47
	After 22 Years	$464.68
	After 23 Years	$484.88
	After 24 Years	$505.08
	After 25 Years	$525.29
	After 26 Years	$545.49
	After 27 Years	$565.69
	After 28 Years	$585.90
	After 29 Years	$606.10

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/04

Step 1	Bi-Weekly	$3,823.79
	After 1 Year	$38.24
	After 2 Years	$57.36
	After 3 Years	$76.48
	After 4 Years	$95.59
	After 5 Years	$114.71
	After 6 Years	$133.83
	After 7 Years	$152.95
	After 8 Years	$172.07
	After 9 Years	$191.19
	After 10 Years	$210.31
	After 11 Years	$229.43
	After 12 Years	$248.55
	After 13 Years	$267.67
	After 14 Years	$286.78
	After 15 Years	$305.90
	After 16 Years	$325.02
	After 17 Years	$344.14
	After 18 Years	$363.26
	After 19 Years	$382.38
	After 20 Years	$401.50
	After 21 Years	$420.62
	After 22 Years	$439.74
	After 23 Years	$458.85
	After 24 Years	$477.97
	After 25 Years	$497.09
	After 26 Years	$516.21
	After 27 Years	$535.33
	After 28 Years	$554.45
	After 29 Years	$573.57

Effective 1/21/04

Step 2	Bi-Weekly	$3,929.97
	After 1 Year	$39.30
	After 2 Years	$58.95
	After 3 Years	$78.60
	After 4 Years	$98.25
	After 5 Years	$117.90
	After 6 Years	$137.55
	After 7 Years	$157.20
	After 8 Years	$176.85
	After 9 Years	$196.50
	After 10 Years	$216.15
	After 11 Years	$235.80
	After 12 Years	$255.45
	After 13 Years	$275.10
	After 14 Years	$294.75
	After 15 Years	$314.40
	After 16 Years	$334.05
	After 17 Years	$353.70
	After 18 Years	$373.35
	After 19 Years	$393.00
	After 20 Years	$412.65
	After 21 Years	$432.30
	After 22 Years	$451.95
	After 23 Years	$471.60
	After 24 Years	$491.25
	After 25 Years	$510.90
	After 26 Years	$530.55
	After 27 Years	$550.20
	After 28 Years	$569.85
	After 29 Years	$589.50

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/04

Step 3	Bi-Weekly	$4,192.20
	After 1 Year	$41.92
	After 2 Years	$62.88
	After 3 Years	$83.84
	After 4 Years	$104.81
	After 5 Years	$125.77
	After 6 Years	$146.73
	After 7 Years	$167.69
	After 8 Years	$188.65
	After 9 Years	$209.61
	After 10 Years	$230.57
	After 11 Years	$251.53
	After 12 Years	$272.49
	After 13 Years	$293.45
	After 14 Years	$314.42
	After 15 Years	$335.38
	After 16 Years	$356.34
	After 17 Years	$377.30
	After 18 Years	$398.26
	After 19 Years	$419.22
	After 20 Years	$440.18
	After 21 Years	$461.14
	After 22 Years	$482.10
	After 23 Years	$503.06
	After 24 Years	$524.03
	After 25 Years	$544.99
	After 26 Years	$565.95
	After 27 Years	$586.91
	After 28 Years	$607.87
	After 29 Years	$628.83

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/05

Step 1	Bi-Weekly	$3,957.62
	After 1 Year	$39.58
	After 2 Years	$59.36
	After 3 Years	$79.15
	After 4 Years	$98.94
	After 5 Years	$118.73
	After 6 Years	$138.52
	After 7 Years	$158.30
	After 8 Years	$178.09
	After 9 Years	$197.88
	After 10 Years	$217.67
	After 11 Years	$237.46
	After 12 Years	$257.25
	After 13 Years	$277.03
	After 14 Years	$296.82
	After 15 Years	$316.61
	After 16 Years	$336.40
	After 17 Years	$356.19
	After 18 Years	$375.97
	After 19 Years	$395.76
	After 20 Years	$415.55
	After 21 Years	$435.34
	After 22 Years	$455.13
	After 23 Years	$474.91
	After 24 Years	$494.70
	After 25 Years	$514.49
	After 26 Years	$534.28
	After 27 Years	$554.07
	After 28 Years	$573.85
	After 29 Years	$593.64

Effective 1/21/05

Step 2	Bi-Weekly	$4,067.52
	After 1 Year	$40.68
	After 2 Years	$61.01
	After 3 Years	$81.35
	After 4 Years	$101.69
	After 5 Years	$122.03
	After 6 Years	$142.36
	After 7 Years	$162.70
	After 8 Years	$183.04
	After 9 Years	$203.38
	After 10 Years	$223.71
	After 11 Years	$244.05
	After 12 Years	$264.39
	After 13 Years	$284.73
	After 14 Years	$305.06
	After 15 Years	$325.40
	After 16 Years	$345.74
	After 17 Years	$366.08
	After 18 Years	$386.41
	After 19 Years	$406.75
	After 20 Years	$427.09
	After 21 Years	$447.43
	After 22 Years	$467.76
	After 23 Years	$488.10
	After 24 Years	$508.44
	After 25 Years	$528.78
	After 26 Years	$549.12
	After 27 Years	$569.45
	After 28 Years	$589.79
	After 29 Years	$610.13

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/05

Step 3	Bi-Weekly	$4,338.93
	After 1 Year	$43.39
	After 2 Years	$65.08
	After 3 Years	$86.78
	After 4 Years	$108.47
	After 5 Years	$130.17
	After 6 Years	$151.86
	After 7 Years	$173.56
	After 8 Years	$195.25
	After 9 Years	$216.95
	After 10 Years	$238.64
	After 11 Years	$260.34
	After 12 Years	$282.03
	After 13 Years	$303.73
	After 14 Years	$325.42
	After 15 Years	$347.11
	After 16 Years	$368.81
	After 17 Years	$390.50
	After 18 Years	$412.20
	After 19 Years	$433.89
	After 20 Years	$455.59
	After 21 Years	$477.28
	After 22 Years	$498.98
	After 23 Years	$520.67
	After 24 Years	$542.37
	After 25 Years	$564.06
	After 26 Years	$585.76
	After 27 Years	$607.45
	After 28 Years	$629.14
	After 29 Years	$650.84

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/06

Step 1	Bi-Weekly	$4,076.35
	After 1 Year	$40.76
	After 2 Years	$61.15
	After 3 Years	$81.53
	After 4 Years	$101.91
	After 5 Years	$122.29
	After 6 Years	$142.67
	After 7 Years	$163.05
	After 8 Years	$183.44
	After 9 Years	$203.82
	After 10 Years	$224.20
	After 11 Years	$244.58
	After 12 Years	$264.96
	After 13 Years	$285.34
	After 14 Years	$305.73
	After 15 Years	$326.11
	After 16 Years	$346.49
	After 17 Years	$366.87
	After 18 Years	$387.25
	After 19 Years	$407.64
	After 20 Years	$428.02
	After 21 Years	$448.40
	After 22 Years	$468.78
	After 23 Years	$489.16
	After 24 Years	$509.54
	After 25 Years	$529.93
	After 26 Years	$550.31
	After 27 Years	$570.69
	After 28 Years	$591.07
	After 29 Years	$611.45

Effective 1/21/06

Step 2	Bi-Weekly	$4,189.55
	After 1 Year	$41.90
	After 2 Years	$62.84
	After 3 Years	$83.79
	After 4 Years	$104.74
	After 5 Years	$125.69
	After 6 Years	$146.63
	After 7 Years	$167.58
	After 8 Years	$188.53
	After 9 Years	$209.48
	After 10 Years	$230.43
	After 11 Years	$251.37
	After 12 Years	$272.32
	After 13 Years	$293.27
	After 14 Years	$314.22
	After 15 Years	$335.16
	After 16 Years	$356.11
	After 17 Years	$377.06
	After 18 Years	$398.01
	After 19 Years	$418.96
	After 20 Years	$439.90
	After 21 Years	$460.85
	After 22 Years	$481.80
	After 23 Years	$502.75
	After 24 Years	$523.69
	After 25 Years	$544.64
	After 26 Years	$565.59
	After 27 Years	$586.54
	After 28 Years	$607.48
	After 29 Years	$628.43

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/06

Step 3	Bi-Weekly	$4,469.10
	After 1 Year	$44.69
	After 2 Years	$67.04
	After 3 Years	$89.38
	After 4 Years	$111.73
	After 5 Years	$134.07
	After 6 Years	$156.42
	After 7 Years	$178.76
	After 8 Years	$201.11
	After 9 Years	$223.46
	After 10 Years	$245.80
	After 11 Years	$268.15
	After 12 Years	$290.49
	After 13 Years	$312.84
	After 14 Years	$335.18
	After 15 Years	$357.53
	After 16 Years	$379.87
	After 17 Years	$402.22
	After 18 Years	$424.56
	After 19 Years	$446.91
	After 20 Years	$469.26
	After 21 Years	$491.60
	After 22 Years	$513.95
	After 23 Years	$536.29
	After 24 Years	$558.64
	After 25 Years	$580.98
	After 26 Years	$603.33
	After 27 Years	$625.67
	After 28 Years	$648.02
	After 29 Years	$670.37

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Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/07

Step 1	Bi-Weekly	$4,198.64
	After 1 Year	$41.99
	After 2 Years	$62.98
	After 3 Years	$83.97
	After 4 Years	$104.97
	After 5 Years	$125.96
	After 6 Years	$146.95
	After 7 Years	$167.95
	After 8 Years	$188.94
	After 9 Years	$209.93
	After 10 Years	$230.93
	After 11 Years	$251.92
	After 12 Years	$272.91
	After 13 Years	$293.90
	After 14 Years	$314.90
	After 15 Years	$335.89
	After 16 Years	$356.88
	After 17 Years	$377.88
	After 18 Years	$398.87
	After 19 Years	$419.86
	After 20 Years	$440.86
	After 21 Years	$461.85
	After 22 Years	$482.84
	After 23 Years	$503.84
	After 24 Years	$524.83
	After 25 Years	$545.82
	After 26 Years	$566.82
	After 27 Years	$587.81
	After 28 Years	$608.80
	After 29 Years	$629.80

Effective 1/21/07

Step 2	Bi-Weekly	$4,315.24
	After 1 Year	$43.15
	After 2 Years	$64.73
	After 3 Years	$86.30
	After 4 Years	$107.88
	After 5 Years	$129.46
	After 6 Years	$151.03
	After 7 Years	$172.61
	After 8 Years	$194.19
	After 9 Years	$215.76
	After 10 Years	$237.34
	After 11 Years	$258.91
	After 12 Years	$280.49
	After 13 Years	$302.07
	After 14 Years	$323.64
	After 15 Years	$345.22
	After 16 Years	$366.80
	After 17 Years	$388.37
	After 18 Years	$409.95
	After 19 Years	$431.52
	After 20 Years	$453.10
	After 21 Years	$474.68
	After 22 Years	$496.25
	After 23 Years	$517.83
	After 24 Years	$539.41
	After 25 Years	$560.98
	After 26 Years	$582.56
	After 27 Years	$604.13
	After 28 Years	$625.71
	After 29 Years	$647.29

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/07

Step 3	Bi-Weekly	$4,603.17
	After 1 Year	$46.03
	After 2 Years	$69.05
	After 3 Years	$92.06
	After 4 Years	$115.08
	After 5 Years	$138.10
	After 6 Years	$161.11
	After 7 Years	$184.13
	After 8 Years	$207.14
	After 9 Years	$230.16
	After 10 Years	$253.17
	After 11 Years	$276.19
	After 12 Years	$299.21
	After 13 Years	$322.22
	After 14 Years	$345.24
	After 15 Years	$368.25
	After 16 Years	$391.27
	After 17 Years	$414.29
	After 18 Years	$437.30
	After 19 Years	$460.32
	After 20 Years	$483.33
	After 21 Years	$506.35
	After 22 Years	$529.36
	After 23 Years	$552.38
	After 24 Years	$575.40
	After 25 Years	$598.41
	After 26 Years	$621.43
	After 27 Years	$644.44
	After 28 Years	$667.46
	After 29 Years	$690.48

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/08

Step 1	Bi-Weekly	$4,366.59
	After 1 Year	$43.67
	After 2 Years	$65.50
	After 3 Years	$87.33
	After 4 Years	$109.16
	After 5 Years	$131.00
	After 6 Years	$152.83
	After 7 Years	$174.66
	After 8 Years	$196.50
	After 9 Years	$218.33
	After 10 Years	$240.16
	After 11 Years	$262.00
	After 12 Years	$283.83
	After 13 Years	$305.66
	After 14 Years	$327.49
	After 15 Years	$349.33
	After 16 Years	$371.16
	After 17 Years	$392.99
	After 18 Years	$414.83
	After 19 Years	$436.66
	After 20 Years	$458.49
	After 21 Years	$480.32
	After 22 Years	$502.16
	After 23 Years	$523.99
	After 24 Years	$545.82
	After 25 Years	$567.66
	After 26 Years	$589.49
	After 27 Years	$611.32
	After 28 Years	$633.16
	After 29 Years	$654.99

Effective 1/21/08

Step 2	Bi-Weekly	$4,487.85
	After 1 Year	$44.88
	After 2 Years	$67.32
	After 3 Years	$89.76
	After 4 Years	$112.20
	After 5 Years	$134.64
	After 6 Years	$157.07
	After 7 Years	$179.51
	After 8 Years	$201.95
	After 9 Years	$224.39
	After 10 Years	$246.83
	After 11 Years	$269.27
	After 12 Years	$291.71
	After 13 Years	$314.15
	After 14 Years	$336.59
	After 15 Years	$359.03
	After 16 Years	$381.47
	After 17 Years	$403.91
	After 18 Years	$426.35
	After 19 Years	$448.79
	After 20 Years	$471.22
	After 21 Years	$493.66
	After 22 Years	$516.10
	After 23 Years	$538.54
	After 24 Years	$560.98
	After 25 Years	$583.42
	After 26 Years	$605.86
	After 27 Years	$628.30
	After 28 Years	$650.74
	After 29 Years	$673.18

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/08

Step 3	Bi-Weekly	$4,787.30
	After 1 Year	$47.87
	After 2 Years	$71.81
	After 3 Years	$95.75
	After 4 Years	$119.68
	After 5 Years	$143.62
	After 6 Years	$167.56
	After 7 Years	$191.49
	After 8 Years	$215.43
	After 9 Years	$239.37
	After 10 Years	$263.30
	After 11 Years	$287.24
	After 12 Years	$311.17
	After 13 Years	$335.11
	After 14 Years	$359.05
	After 15 Years	$382.98
	After 16 Years	$406.92
	After 17 Years	$430.86
	After 18 Years	$454.79
	After 19 Years	$478.73
	After 20 Years	$502.67
	After 21 Years	$526.60
	After 22 Years	$550.54
	After 23 Years	$574.48
	After 24 Years	$598.41
	After 25 Years	$622.35
	After 26 Years	$646.29
	After 27 Years	$670.22
	After 28 Years	$694.16
	After 29 Years	$718.10

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/09

Step 1	Bi-Weekly	$4,541.25
	After 1 Year	$45.41
	After 2 Years	$68.12
	After 3 Years	$90.83
	After 4 Years	$113.53
	After 5 Years	$136.24
	After 6 Years	$158.94
	After 7 Years	$181.65
	After 8 Years	$204.36
	After 9 Years	$227.06
	After 10 Years	$249.77
	After 11 Years	$272.48
	After 12 Years	$295.18
	After 13 Years	$317.89
	After 14 Years	$340.59
	After 15 Years	$363.30
	After 16 Years	$386.01
	After 17 Years	$408.71
	After 18 Years	$431.42
	After 19 Years	$454.13
	After 20 Years	$476.83
	After 21 Years	$499.54
	After 22 Years	$522.24
	After 23 Years	$544.95
	After 24 Years	$567.66
	After 25 Years	$590.36
	After 26 Years	$613.07
	After 27 Years	$635.78
	After 28 Years	$658.48
	After 29 Years	$681.19

Effective 1/21/09

Step 2	Bi-Weekly	$4,667.36
	After 1 Year	$46.67
	After 2 Years	$70.01
	After 3 Years	$93.35
	After 4 Years	$116.68
	After 5 Years	$140.02
	After 6 Years	$163.36
	After 7 Years	$186.69
	After 8 Years	$210.03
	After 9 Years	$233.37
	After 10 Years	$256.70
	After 11 Years	$280.04
	After 12 Years	$303.38
	After 13 Years	$326.72
	After 14 Years	$350.05
	After 15 Years	$373.39
	After 16 Years	$396.73
	After 17 Years	$420.06
	After 18 Years	$443.40
	After 19 Years	$466.74
	After 20 Years	$490.07
	After 21 Years	$513.41
	After 22 Years	$536.75
	After 23 Years	$560.08
	After 24 Years	$583.42
	After 25 Years	$606.76
	After 26 Years	$630.09
	After 27 Years	$653.43
	After 28 Years	$676.77
	After 29 Years	$700.10

Appendix (A1)
Percentage Longevity for Individuals Promoted to the Rank of
Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/09

Step 3	Bi-Weekly	$4,978.79
	After 1 Year	$49.79
	After 2 Years	$74.68
	After 3 Years	$99.58
	After 4 Years	$124.47
	After 5 Years	$149.36
	After 6 Years	$174.26
	After 7 Years	$199.15
	After 8 Years	$224.05
	After 9 Years	$248.94
	After 10 Years	$273.83
	After 11 Years	$298.73
	After 12 Years	$323.62
	After 13 Years	$348.52
	After 14 Years	$373.41
	After 15 Years	$398.30
	After 16 Years	$423.20
	After 17 Years	$448.09
	After 18 Years	$472.99
	After 19 Years	$497.88
	After 20 Years	$522.77
	After 21 Years	$547.67
	After 22 Years	$572.56
	After 23 Years	$597.45
	After 24 Years	$622.35
	After 25 Years	$647.24
	After 26 Years	$672.14
	After 27 Years	$697.03
	After 28 Years	$721.92
	After 29 Years	$746.82

Appendix "A(2)"
Salary Ranges of Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/03

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,685.58	$95,825.08
2	After 1st Yr	$3,770.86	$98,042.36
3	After 2nd Yr	$3,859.22	$100,339.72
4	After 3rd Yr	$3,949.18	$102,678.68
5	After 4th Yr	$4,040.67	$105,057.42

Effective 1/21/04

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,823.79	$99,418.54
2	After 1st Yr	$3,912.27	$101,719.02
3	After 2nd Yr	$4,003.94	$104,102.44
4	After 3rd Yr	$4,097.27	$106,529.02
5	After 4th Yr	$4,192.20	$108,997.20

Effective 1/21/05

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,957.62	$102,898.12
2	After 1st Yr	$4,049.20	$105,279.20
3	After 2nd Yr	$4,144.08	$107,746.08
4	After 3rd Yr	$4,240.67	$110,257.42
5	After 4th Yr	$4,338.93	$112,812.18

Effective 1/21/06

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,076.35	$105,985.10
2	After 1st Yr	$4,170.68	$108,437.68
3	After 2nd Yr	$4,268.40	$110,978.40
4	After 3rd Yr	$4,367.89	$113,565.14
5	After 4th Yr	$4,469.10	$116,196.60

Effective 1/21/07

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,198.64	$109,164.64
2	After 1st Yr	$4,295.80	$111,690.80
3	After 2nd Yr	$4,396.45	$114,307.70
4	After 3rd Yr	$4,498.93	$116,972.18
5	After 4th Yr	$4,603.17	$119,682.42

Effective 1/21/08

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,366.59	$113,531.34
2	After 1st Yr	$4,467.63	$116,158.38
3	After 2nd Yr	$4,572.31	$118,880.06
4	After 3rd Yr	$4,678.89	$121,651.14
5	After 4th Yr	$4,787.30	$124,469.80

Effective 1/21/09

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,541.25	$118,072.50
2	After 1st Yr	$4,646.34	$120,804.84
3	After 2nd Yr	$4,755.20	$123,635.20
4	After 3rd Yr	$4,866.05	$126,517.30
5	After 4th Yr	$4,978.79	$129,448.54

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/03

Step 1	Bi-Weekly	$3,685.58
	After 1 Year	$36.86
	After 2 Years	$55.28
	After 3 Years	$73.71
	After 4 Years	$92.14
	After 5 Years	$110.57
	After 6 Years	$129.00
	After 7 Years	$147.42
	After 8 Years	$165.85
	After 9 Years	$184.28
	After 10 Years	$202.71
	After 11 Years	$221.13
	After 12 Years	$239.56
	After 13 Years	$257.99
	After 14 Years	$276.42
	After 15 Years	$294.85
	After 16 Years	$313.27
	After 17 Years	$331.70
	After 18 Years	$350.13
	After 19 Years	$368.56
	After 20 Years	$386.99
	After 21 Years	$405.41
	After 22 Years	$423.84
	After 23 Years	$442.27
	After 24 Years	$460.70
	After 25 Years	$479.13
	After 26 Years	$497.55
	After 27 Years	$515.98
	After 28 Years	$534.41
	After 29 Years	$552.84

Effective 1/21/03

Step 2	Bi-Weekly	$3,770.86
	After 1 Year	$37.71
	After 2 Years	$56.56
	After 3 Years	$75.42
	After 4 Years	$94.27
	After 5 Years	$113.13
	After 6 Years	$131.98
	After 7 Years	$150.83
	After 8 Years	$169.69
	After 9 Years	$188.54
	After 10 Years	$207.40
	After 11 Years	$226.25
	After 12 Years	$245.11
	After 13 Years	$263.96
	After 14 Years	$282.81
	After 15 Years	$301.67
	After 16 Years	$320.52
	After 17 Years	$339.38
	After 18 Years	$358.23
	After 19 Years	$377.09
	After 20 Years	$395.94
	After 21 Years	$414.79
	After 22 Years	$433.65
	After 23 Years	$452.50
	After 24 Years	$471.36
	After 25 Years	$490.21
	After 26 Years	$509.07
	After 27 Years	$527.92
	After 28 Years	$546.77
	After 29 Years	$565.63

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/03

Step 3	Bi-Weekly	$3,859.22
	After 1 Year	$38.59
	After 2 Years	$57.89
	After 3 Years	$77.18
	After 4 Years	$96.48
	After 5 Years	$115.78
	After 6 Years	$135.07
	After 7 Years	$154.37
	After 8 Years	$173.66
	After 9 Years	$192.96
	After 10 Years	$212.26
	After 11 Years	$231.55
	After 12 Years	$250.85
	After 13 Years	$270.15
	After 14 Years	$289.44
	After 15 Years	$308.74
	After 16 Years	$328.03
	After 17 Years	$347.33
	After 18 Years	$366.63
	After 19 Years	$385.92
	After 20 Years	$405.22
	After 21 Years	$424.51
	After 22 Years	$443.81
	After 23 Years	$463.11
	After 24 Years	$482.40
	After 25 Years	$501.70
	After 26 Years	$520.99
	After 27 Years	$540.29
	After 28 Years	$559.59
	After 29 Years	$578.88

Effective 1/21/03

Step 4	Bi-Weekly	$3,949.18
	After 1 Year	$39.49
	After 2 Years	$59.24
	After 3 Years	$78.98
	After 4 Years	$98.73
	After 5 Years	$118.48
	After 6 Years	$138.22
	After 7 Years	$157.97
	After 8 Years	$177.71
	After 9 Years	$197.46
	After 10 Years	$217.20
	After 11 Years	$236.95
	After 12 Years	$256.70
	After 13 Years	$276.44
	After 14 Years	$296.19
	After 15 Years	$315.93
	After 16 Years	$335.68
	After 17 Years	$355.43
	After 18 Years	$375.17
	After 19 Years	$394.92
	After 20 Years	$414.66
	After 21 Years	$434.41
	After 22 Years	$454.16
	After 23 Years	$473.90
	After 24 Years	$493.65
	After 25 Years	$513.39
	After 26 Years	$533.14
	After 27 Years	$552.89
	After 28 Years	$572.63
	After 29 Years	$592.38

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/03

Step 5	Bi-Weekly	$4,040.67
	After 1 Year	$40.41
	After 2 Years	$60.61
	After 3 Years	$80.81
	After 4 Years	$101.02
	After 5 Years	$121.22
	After 6 Years	$141.42
	After 7 Years	$161.63
	After 8 Years	$181.83
	After 9 Years	$202.03
	After 10 Years	$222.24
	After 11 Years	$242.44
	After 12 Years	$262.64
	After 13 Years	$282.85
	After 14 Years	$303.05
	After 15 Years	$323.25
	After 16 Years	$343.46
	After 17 Years	$363.66
	After 18 Years	$383.86
	After 19 Years	$404.07
	After 20 Years	$424.27
	After 21 Years	$444.47
	After 22 Years	$464.68
	After 23 Years	$484.88
	After 24 Years	$505.08
	After 25 Years	$525.29
	After 26 Years	$545.49
	After 27 Years	$565.69
	After 28 Years	$585.90
	After 29 Years	$606.10

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/04

Step 1	Bi-Weekly	$3,823.79
	After 1 Year	$38.24
	After 2 Years	$57.36
	After 3 Years	$76.48
	After 4 Years	$95.59
	After 5 Years	$114.71
	After 6 Years	$133.83
	After 7 Years	$152.95
	After 8 Years	$172.07
	After 9 Years	$191.19
	After 10 Years	$210.31
	After 11 Years	$229.43
	After 12 Years	$248.55
	After 13 Years	$267.67
	After 14 Years	$286.78
	After 15 Years	$305.90
	After 16 Years	$325.02
	After 17 Years	$344.14
	After 18 Years	$363.26
	After 19 Years	$382.38
	After 20 Years	$401.50
	After 21 Years	$420.62
	After 22 Years	$439.74
	After 23 Years	$458.85
	After 24 Years	$477.97
	After 25 Years	$497.09
	After 26 Years	$516.21
	After 27 Years	$535.33
	After 28 Years	$554.45
	After 29 Years	$573.57

Effective 1/21/04

Step 2	Bi-Weekly	$3,912.27
	After 1 Year	$39.12
	After 2 Years	$58.68
	After 3 Years	$78.25
	After 4 Years	$97.81
	After 5 Years	$117.37
	After 6 Years	$136.93
	After 7 Years	$156.49
	After 8 Years	$176.05
	After 9 Years	$195.61
	After 10 Years	$215.17
	After 11 Years	$234.74
	After 12 Years	$254.30
	After 13 Years	$273.86
	After 14 Years	$293.42
	After 15 Years	$312.98
	After 16 Years	$332.54
	After 17 Years	$352.10
	After 18 Years	$371.67
	After 19 Years	$391.23
	After 20 Years	$410.79
	After 21 Years	$430.35
	After 22 Years	$449.91
	After 23 Years	$469.47
	After 24 Years	$489.03
	After 25 Years	$508.60
	After 26 Years	$528.16
	After 27 Years	$547.72
	After 28 Years	$567.28
	After 29 Years	$586.84

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/04

Step 3	Bi-Weekly	$4,003.94
	After 1 Year	$40.04
	After 2 Years	$60.06
	After 3 Years	$80.08
	After 4 Years	$100.10
	After 5 Years	$120.12
	After 6 Years	$140.14
	After 7 Years	$160.16
	After 8 Years	$180.18
	After 9 Years	$200.20
	After 10 Years	$220.22
	After 11 Years	$240.24
	After 12 Years	$260.26
	After 13 Years	$280.28
	After 14 Years	$300.30
	After 15 Years	$320.32
	After 16 Years	$340.33
	After 17 Years	$360.35
	After 18 Years	$380.37
	After 19 Years	$400.39
	After 20 Years	$420.41
	After 21 Years	$440.43
	After 22 Years	$460.45
	After 23 Years	$480.47
	After 24 Years	$500.49
	After 25 Years	$520.51
	After 26 Years	$540.53
	After 27 Years	$560.55
	After 28 Years	$580.57
	After 29 Years	$600.59

Effective 1/21/04

Step 4	Bi-Weekly	$4,097.27
	After 1 Year	$40.97
	After 2 Years	$61.46
	After 3 Years	$81.95
	After 4 Years	$102.43
	After 5 Years	$122.92
	After 6 Years	$143.40
	After 7 Years	$163.89
	After 8 Years	$184.38
	After 9 Years	$204.86
	After 10 Years	$225.35
	After 11 Years	$245.84
	After 12 Years	$266.32
	After 13 Years	$286.81
	After 14 Years	$307.30
	After 15 Years	$327.78
	After 16 Years	$348.27
	After 17 Years	$368.75
	After 18 Years	$389.24
	After 19 Years	$409.73
	After 20 Years	$430.21
	After 21 Years	$450.70
	After 22 Years	$471.19
	After 23 Years	$491.67
	After 24 Years	$512.16
	After 25 Years	$532.65
	After 26 Years	$553.13
	After 27 Years	$573.62
	After 28 Years	$594.10
	After 29 Years	$614.59

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/04

Step 5	Bi-Weekly	$4,192.20
	After 1 Year	$41.92
	After 2 Years	$62.88
	After 3 Years	$83.84
	After 4 Years	$104.81
	After 5 Years	$125.77
	After 6 Years	$146.73
	After 7 Years	$167.69
	After 8 Years	$188.65
	After 9 Years	$209.61
	After 10 Years	$230.57
	After 11 Years	$251.53
	After 12 Years	$272.49
	After 13 Years	$293.45
	After 14 Years	$314.42
	After 15 Years	$335.38
	After 16 Years	$356.34
	After 17 Years	$377.30
	After 18 Years	$398.26
	After 19 Years	$419.22
	After 20 Years	$440.18
	After 21 Years	$461.14
	After 22 Years	$482.10
	After 23 Years	$503.06
	After 24 Years	$524.03
	After 25 Years	$544.99
	After 26 Years	$565.95
	After 27 Years	$586.91
	After 28 Years	$607.87
	After 29 Years	$628.83

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/05

Step 1	Bi-Weekly	$3,957.62
	After 1 Year	$39.58
	After 2 Years	$59.36
	After 3 Years	$79.15
	After 4 Years	$98.94
	After 5 Years	$118.73
	After 6 Years	$138.52
	After 7 Years	$158.30
	After 8 Years	$178.09
	After 9 Years	$197.88
	After 10 Years	$217.67
	After 11 Years	$237.46
	After 12 Years	$257.25
	After 13 Years	$277.03
	After 14 Years	$296.82
	After 15 Years	$316.61
	After 16 Years	$336.40
	After 17 Years	$356.19
	After 18 Years	$375.97
	After 19 Years	$395.76
	After 20 Years	$415.55
	After 21 Years	$435.34
	After 22 Years	$455.13
	After 23 Years	$474.91
	After 24 Years	$494.70
	After 25 Years	$514.49
	After 26 Years	$534.28
	After 27 Years	$554.07
	After 28 Years	$573.85
	After 29 Years	$593.64

Effective 1/21/05

Step 2	Bi-Weekly	$4,049.20
	After 1 Year	$40.49
	After 2 Years	$60.74
	After 3 Years	$80.98
	After 4 Years	$101.23
	After 5 Years	$121.48
	After 6 Years	$141.72
	After 7 Years	$161.97
	After 8 Years	$182.21
	After 9 Years	$202.46
	After 10 Years	$222.71
	After 11 Years	$242.95
	After 12 Years	$263.20
	After 13 Years	$283.44
	After 14 Years	$303.69
	After 15 Years	$323.94
	After 16 Years	$344.18
	After 17 Years	$364.43
	After 18 Years	$384.67
	After 19 Years	$404.92
	After 20 Years	$425.17
	After 21 Years	$445.41
	After 22 Years	$465.66
	After 23 Years	$485.90
	After 24 Years	$506.15
	After 25 Years	$526.40
	After 26 Years	$546.64
	After 27 Years	$566.89
	After 28 Years	$587.13
	After 29 Years	$607.38

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/05

Step 3	Bi-Weekly	$4,144.08
	After 1 Year	$41.44
	After 2 Years	$62.16
	After 3 Years	$82.88
	After 4 Years	$103.60
	After 5 Years	$124.32
	After 6 Years	$145.04
	After 7 Years	$165.76
	After 8 Years	$186.48
	After 9 Years	$207.20
	After 10 Years	$227.92
	After 11 Years	$248.64
	After 12 Years	$269.37
	After 13 Years	$290.09
	After 14 Years	$310.81
	After 15 Years	$331.53
	After 16 Years	$352.25
	After 17 Years	$372.97
	After 18 Years	$393.69
	After 19 Years	$414.41
	After 20 Years	$435.13
	After 21 Years	$455.85
	After 22 Years	$476.57
	After 23 Years	$497.29
	After 24 Years	$518.01
	After 25 Years	$538.73
	After 26 Years	$559.45
	After 27 Years	$580.17
	After 28 Years	$600.89
	After 29 Years	$621.61

Effective 1/21/05

Step 4	Bi-Weekly	$4,240.67
	After 1 Year	$42.41
	After 2 Years	$63.61
	After 3 Years	$84.81
	After 4 Years	$106.02
	After 5 Years	$127.22
	After 6 Years	$148.42
	After 7 Years	$169.63
	After 8 Years	$190.83
	After 9 Years	$212.03
	After 10 Years	$233.24
	After 11 Years	$254.44
	After 12 Years	$275.64
	After 13 Years	$296.85
	After 14 Years	$318.05
	After 15 Years	$339.25
	After 16 Years	$360.46
	After 17 Years	$381.66
	After 18 Years	$402.86
	After 19 Years	$424.07
	After 20 Years	$445.27
	After 21 Years	$466.47
	After 22 Years	$487.68
	After 23 Years	$508.88
	After 24 Years	$530.08
	After 25 Years	$551.29
	After 26 Years	$572.49
	After 27 Years	$593.69
	After 28 Years	$614.90
	After 29 Years	$636.10

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/05

Step 5	Bi-Weekly	$4,338.93
	After 1 Year	$43.39
	After 2 Years	$65.08
	After 3 Years	$86.78
	After 4 Years	$108.47
	After 5 Years	$130.17
	After 6 Years	$151.86
	After 7 Years	$173.56
	After 8 Years	$195.25
	After 9 Years	$216.95
	After 10 Years	$238.64
	After 11 Years	$260.34
	After 12 Years	$282.03
	After 13 Years	$303.73
	After 14 Years	$325.42
	After 15 Years	$347.11
	After 16 Years	$368.81
	After 17 Years	$390.50
	After 18 Years	$412.20
	After 19 Years	$433.89
	After 20 Years	$455.59
	After 21 Years	$477.28
	After 22 Years	$498.98
	After 23 Years	$520.67
	After 24 Years	$542.37
	After 25 Years	$564.06
	After 26 Years	$585.76
	After 27 Years	$607.45
	After 28 Years	$629.14
	After 29 Years	$650.84

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/06

Step 1	Bi-Weekly	$4,076.35
	After 1 Year	$40.76
	After 2 Years	$61.15
	After 3 Years	$81.53
	After 4 Years	$101.91
	After 5 Years	$122.29
	After 6 Years	$142.67
	After 7 Years	$163.05
	After 8 Years	$183.44
	After 9 Years	$203.82
	After 10 Years	$224.20
	After 11 Years	$244.58
	After 12 Years	$264.96
	After 13 Years	$285.34
	After 14 Years	$305.73
	After 15 Years	$326.11
	After 16 Years	$346.49
	After 17 Years	$366.87
	After 18 Years	$387.25
	After 19 Years	$407.64
	After 20 Years	$428.02
	After 21 Years	$448.40
	After 22 Years	$468.78
	After 23 Years	$489.16
	After 24 Years	$509.54
	After 25 Years	$529.93
	After 26 Years	$550.31
	After 27 Years	$570.69
	After 28 Years	$591.07
	After 29 Years	$611.45

Effective 1/21/06

Step 2	Bi-Weekly	$4,170.68
	After 1 Year	$41.71
	After 2 Years	$62.56
	After 3 Years	$83.41
	After 4 Years	$104.27
	After 5 Years	$125.12
	After 6 Years	$145.97
	After 7 Years	$166.83
	After 8 Years	$187.68
	After 9 Years	$208.53
	After 10 Years	$229.39
	After 11 Years	$250.24
	After 12 Years	$271.09
	After 13 Years	$291.95
	After 14 Years	$312.80
	After 15 Years	$333.65
	After 16 Years	$354.51
	After 17 Years	$375.36
	After 18 Years	$396.21
	After 19 Years	$417.07
	After 20 Years	$437.92
	After 21 Years	$458.77
	After 22 Years	$479.63
	After 23 Years	$500.48
	After 24 Years	$521.34
	After 25 Years	$542.19
	After 26 Years	$563.04
	After 27 Years	$583.90
	After 28 Years	$604.75
	After 29 Years	$625.60

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/06

Step 3	Bi-Weekly	$4,268.40
	After 1 Year	$42.68
	After 2 Years	$64.03
	After 3 Years	$85.37
	After 4 Years	$106.71
	After 5 Years	$128.05
	After 6 Years	$149.39
	After 7 Years	$170.74
	After 8 Years	$192.08
	After 9 Years	$213.42
	After 10 Years	$234.76
	After 11 Years	$256.10
	After 12 Years	$277.45
	After 13 Years	$298.79
	After 14 Years	$320.13
	After 15 Years	$341.47
	After 16 Years	$362.81
	After 17 Years	$384.16
	After 18 Years	$405.50
	After 19 Years	$426.84
	After 20 Years	$448.18
	After 21 Years	$469.52
	After 22 Years	$490.87
	After 23 Years	$512.21
	After 24 Years	$533.55
	After 25 Years	$554.89
	After 26 Years	$576.23
	After 27 Years	$597.58
	After 28 Years	$618.92
	After 29 Years	$640.26

Effective 1/21/06

Step 4	Bi-Weekly	$4,367.89
	After 1 Year	$43.68
	After 2 Years	$65.52
	After 3 Years	$87.36
	After 4 Years	$109.20
	After 5 Years	$131.04
	After 6 Years	$152.88
	After 7 Years	$174.72
	After 8 Years	$196.56
	After 9 Years	$218.39
	After 10 Years	$240.23
	After 11 Years	$262.07
	After 12 Years	$283.91
	After 13 Years	$305.75
	After 14 Years	$327.59
	After 15 Years	$349.43
	After 16 Years	$371.27
	After 17 Years	$393.11
	After 18 Years	$414.95
	After 19 Years	$436.79
	After 20 Years	$458.63
	After 21 Years	$480.47
	After 22 Years	$502.31
	After 23 Years	$524.15
	After 24 Years	$545.99
	After 25 Years	$567.83
	After 26 Years	$589.67
	After 27 Years	$611.50
	After 28 Years	$633.34
	After 29 Years	$655.18

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/06

Step 5	Bi-Weekly	$4,469.10
	After 1 Year	$44.69
	After 2 Years	$67.04
	After 3 Years	$89.38
	After 4 Years	$111.73
	After 5 Years	$134.07
	After 6 Years	$156.42
	After 7 Years	$178.76
	After 8 Years	$201.11
	After 9 Years	$223.46
	After 10 Years	$245.80
	After 11 Years	$268.15
	After 12 Years	$290.49
	After 13 Years	$312.84
	After 14 Years	$335.18
	After 15 Years	$357.53
	After 16 Years	$379.87
	After 17 Years	$402.22
	After 18 Years	$424.56
	After 19 Years	$446.91
	After 20 Years	$469.26
	After 21 Years	$491.60
	After 22 Years	$513.95
	After 23 Years	$536.29
	After 24 Years	$558.64
	After 25 Years	$580.98
	After 26 Years	$603.33
	After 27 Years	$625.67
	After 28 Years	$648.02
	After 29 Years	$670.37

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/07

Step 1	Bi-Weekly	$4,198.64
	After 1 Year	$41.99
	After 2 Years	$62.98
	After 3 Years	$83.97
	After 4 Years	$104.97
	After 5 Years	$125.96
	After 6 Years	$146.95
	After 7 Years	$167.95
	After 8 Years	$188.94
	After 9 Years	$209.93
	After 10 Years	$230.93
	After 11 Years	$251.92
	After 12 Years	$272.91
	After 13 Years	$293.90
	After 14 Years	$314.90
	After 15 Years	$335.89
	After 16 Years	$356.88
	After 17 Years	$377.88
	After 18 Years	$398.87
	After 19 Years	$419.86
	After 20 Years	$440.86
	After 21 Years	$461.85
	After 22 Years	$482.84
	After 23 Years	$503.84
	After 24 Years	$524.83
	After 25 Years	$545.82
	After 26 Years	$566.82
	After 27 Years	$587.81
	After 28 Years	$608.80
	After 29 Years	$629.80

Effective 1/21/07

Step 2	Bi-Weekly	$4,295.80
	After 1 Year	$42.96
	After 2 Years	$64.44
	After 3 Years	$85.92
	After 4 Years	$107.40
	After 5 Years	$128.87
	After 6 Years	$150.35
	After 7 Years	$171.83
	After 8 Years	$193.31
	After 9 Years	$214.79
	After 10 Years	$236.27
	After 11 Years	$257.75
	After 12 Years	$279.23
	After 13 Years	$300.71
	After 14 Years	$322.19
	After 15 Years	$343.66
	After 16 Years	$365.14
	After 17 Years	$386.62
	After 18 Years	$408.10
	After 19 Years	$429.58
	After 20 Years	$451.06
	After 21 Years	$472.54
	After 22 Years	$494.02
	After 23 Years	$515.50
	After 24 Years	$536.98
	After 25 Years	$558.45
	After 26 Years	$579.93
	After 27 Years	$601.41
	After 28 Years	$622.89
	After 29 Years	$644.37

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/07

Step 3	Bi-Weekly	$4,396.45
	After 1 Year	$43.96
	After 2 Years	$65.95
	After 3 Years	$87.93
	After 4 Years	$109.91
	After 5 Years	$131.89
	After 6 Years	$153.88
	After 7 Years	$175.86
	After 8 Years	$197.84
	After 9 Years	$219.82
	After 10 Years	$241.80
	After 11 Years	$263.79
	After 12 Years	$285.77
	After 13 Years	$307.75
	After 14 Years	$329.73
	After 15 Years	$351.72
	After 16 Years	$373.70
	After 17 Years	$395.68
	After 18 Years	$417.66
	After 19 Years	$439.65
	After 20 Years	$461.63
	After 21 Years	$483.61
	After 22 Years	$505.59
	After 23 Years	$527.57
	After 24 Years	$549.56
	After 25 Years	$571.54
	After 26 Years	$593.52
	After 27 Years	$615.50
	After 28 Years	$637.49
	After 29 Years	$659.47

Effective 1/21/07

Step 4	Bi-Weekly	$4,498.93
	After 1 Year	$44.99
	After 2 Years	$67.48
	After 3 Years	$89.98
	After 4 Years	$112.47
	After 5 Years	$134.97
	After 6 Years	$157.46
	After 7 Years	$179.96
	After 8 Years	$202.45
	After 9 Years	$224.95
	After 10 Years	$247.44
	After 11 Years	$269.94
	After 12 Years	$292.43
	After 13 Years	$314.93
	After 14 Years	$337.42
	After 15 Years	$359.91
	After 16 Years	$382.41
	After 17 Years	$404.90
	After 18 Years	$427.40
	After 19 Years	$449.89
	After 20 Years	$472.39
	After 21 Years	$494.88
	After 22 Years	$517.38
	After 23 Years	$539.87
	After 24 Years	$562.37
	After 25 Years	$584.86
	After 26 Years	$607.36
	After 27 Years	$629.85
	After 28 Years	$652.34
	After 29 Years	$674.84

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/07

Step 5	Bi-Weekly	$4,603.17
	After 1 Year	$46.03
	After 2 Years	$69.05
	After 3 Years	$92.06
	After 4 Years	$115.08
	After 5 Years	$138.10
	After 6 Years	$161.11
	After 7 Years	$184.13
	After 8 Years	$207.14
	After 9 Years	$230.16
	After 10 Years	$253.17
	After 11 Years	$276.19
	After 12 Years	$299.21
	After 13 Years	$322.22
	After 14 Years	$345.24
	After 15 Years	$368.25
	After 16 Years	$391.27
	After 17 Years	$414.29
	After 18 Years	$437.30
	After 19 Years	$460.32
	After 20 Years	$483.33
	After 21 Years	$506.35
	After 22 Years	$529.36
	After 23 Years	$552.38
	After 24 Years	$575.40
	After 25 Years	$598.41
	After 26 Years	$621.43
	After 27 Years	$644.44
	After 28 Years	$667.46
	After 29 Years	$690.48

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/08

Step 1	Bi-Weekly	$4,366.59
	After 1 Year	$43.67
	After 2 Years	$65.50
	After 3 Years	$87.33
	After 4 Years	$109.16
	After 5 Years	$131.00
	After 6 Years	$152.83
	After 7 Years	$174.66
	After 8 Years	$196.50
	After 9 Years	$218.33
	After 10 Years	$240.16
	After 11 Years	$262.00
	After 12 Years	$283.83
	After 13 Years	$305.66
	After 14 Years	$327.49
	After 15 Years	$349.33
	After 16 Years	$371.16
	After 17 Years	$392.99
	After 18 Years	$414.83
	After 19 Years	$436.66
	After 20 Years	$458.49
	After 21 Years	$480.32
	After 22 Years	$502.16
	After 23 Years	$523.99
	After 24 Years	$545.82
	After 25 Years	$567.66
	After 26 Years	$589.49
	After 27 Years	$611.32
	After 28 Years	$633.16
	After 29 Years	$654.99

Effective 1/21/08

Step 2	Bi-Weekly	$4,467.63
	After 1 Year	$44.68
	After 2 Years	$67.01
	After 3 Years	$89.35
	After 4 Years	$111.69
	After 5 Years	$134.03
	After 6 Years	$156.37
	After 7 Years	$178.71
	After 8 Years	$201.04
	After 9 Years	$223.38
	After 10 Years	$245.72
	After 11 Years	$268.06
	After 12 Years	$290.40
	After 13 Years	$312.73
	After 14 Years	$335.07
	After 15 Years	$357.41
	After 16 Years	$379.75
	After 17 Years	$402.09
	After 18 Years	$424.42
	After 19 Years	$446.76
	After 20 Years	$469.10
	After 21 Years	$491.44
	After 22 Years	$513.78
	After 23 Years	$536.12
	After 24 Years	$558.45
	After 25 Years	$580.79
	After 26 Years	$603.13
	After 27 Years	$625.47
	After 28 Years	$647.81
	After 29 Years	$670.14

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/08

Step 3	Bi-Weekly	$4,572.31
	After 1 Year	$45.72
	After 2 Years	$68.58
	After 3 Years	$91.45
	After 4 Years	$114.31
	After 5 Years	$137.17
	After 6 Years	$160.03
	After 7 Years	$182.89
	After 8 Years	$205.75
	After 9 Years	$228.62
	After 10 Years	$251.48
	After 11 Years	$274.34
	After 12 Years	$297.20
	After 13 Years	$320.06
	After 14 Years	$342.92
	After 15 Years	$365.78
	After 16 Years	$388.65
	After 17 Years	$411.51
	After 18 Years	$434.37
	After 19 Years	$457.23
	After 20 Years	$480.09
	After 21 Years	$502.95
	After 22 Years	$525.82
	After 23 Years	$548.68
	After 24 Years	$571.54
	After 25 Years	$594.40
	After 26 Years	$617.26
	After 27 Years	$640.12
	After 28 Years	$662.98
	After 29 Years	$685.85

Effective 1/21/08

Step 4	Bi-Weekly	$4,678.89
	After 1 Year	$46.79
	After 2 Years	$70.18
	After 3 Years	$93.58
	After 4 Years	$116.97
	After 5 Years	$140.37
	After 6 Years	$163.76
	After 7 Years	$187.16
	After 8 Years	$210.55
	After 9 Years	$233.94
	After 10 Years	$257.34
	After 11 Years	$280.73
	After 12 Years	$304.13
	After 13 Years	$327.52
	After 14 Years	$350.92
	After 15 Years	$374.31
	After 16 Years	$397.71
	After 17 Years	$421.10
	After 18 Years	$444.49
	After 19 Years	$467.89
	After 20 Years	$491.28
	After 21 Years	$514.68
	After 22 Years	$538.07
	After 23 Years	$561.47
	After 24 Years	$584.86
	After 25 Years	$608.26
	After 26 Years	$631.65
	After 27 Years	$655.04
	After 28 Years	$678.44
	After 29 Years	$701.83

Effective 1/21/08

Step 5	Bi-Weekly	$4,787.30
	After 1 Year	$47.87
	After 2 Years	$71.81
	After 3 Years	$95.75
	After 4 Years	$119.68
	After 5 Years	$143.62
	After 6 Years	$167.56
	After 7 Years	$191.49
	After 8 Years	$215.43
	After 9 Years	$239.37
	After 10 Years	$263.30
	After 11 Years	$287.24
	After 12 Years	$311.17
	After 13 Years	$335.11
	After 14 Years	$359.05
	After 15 Years	$382.98
	After 16 Years	$406.92
	After 17 Years	$430.86
	After 18 Years	$454.79
	After 19 Years	$478.73
	After 20 Years	$502.67
	After 21 Years	$526.60
	After 22 Years	$550.54
	After 23 Years	$574.48
	After 24 Years	$598.41
	After 25 Years	$622.35
	After 26 Years	$646.29
	After 27 Years	$670.22
	After 28 Years	$694.16
	After 29 Years	$718.10

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/09

Step 1	Bi-Weekly	$4,541.25
	After 1 Year	$45.41
	After 2 Years	$68.12
	After 3 Years	$90.83
	After 4 Years	$113.53
	After 5 Years	$136.24
	After 6 Years	$158.94
	After 7 Years	$181.65
	After 8 Years	$204.36
	After 9 Years	$227.06
	After 10 Years	$249.77
	After 11 Years	$272.48
	After 12 Years	$295.18
	After 13 Years	$317.89
	After 14 Years	$340.59
	After 15 Years	$363.30
	After 16 Years	$386.01
	After 17 Years	$408.71
	After 18 Years	$431.42
	After 19 Years	$454.13
	After 20 Years	$476.83
	After 21 Years	$499.54
	After 22 Years	$522.24
	After 23 Years	$544.95
	After 24 Years	$567.66
	After 25 Years	$590.36
	After 26 Years	$613.07
	After 27 Years	$635.78
	After 28 Years	$658.48
	After 29 Years	$681.19

Effective 1/21/09

Step 2	Bi-Weekly	$4,646.34
	After 1 Year	$46.46
	After 2 Years	$69.70
	After 3 Years	$92.93
	After 4 Years	$116.16
	After 5 Years	$139.39
	After 6 Years	$162.62
	After 7 Years	$185.85
	After 8 Years	$209.09
	After 9 Years	$232.32
	After 10 Years	$255.55
	After 11 Years	$278.78
	After 12 Years	$302.01
	After 13 Years	$325.24
	After 14 Years	$348.48
	After 15 Years	$371.71
	After 16 Years	$394.94
	After 17 Years	$418.17
	After 18 Years	$441.40
	After 19 Years	$464.63
	After 20 Years	$487.87
	After 21 Years	$511.10
	After 22 Years	$534.33
	After 23 Years	$557.56
	After 24 Years	$580.79
	After 25 Years	$604.02
	After 26 Years	$627.26
	After 27 Years	$650.49
	After 28 Years	$673.72
	After 29 Years	$696.95

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/09

Step 3	Bi-Weekly	$4,755.20
	After 1 Year	$47.55
	After 2 Years	$71.33
	After 3 Years	$95.10
	After 4 Years	$118.88
	After 5 Years	$142.66
	After 6 Years	$166.43
	After 7 Years	$190.21
	After 8 Years	$213.98
	After 9 Years	$237.76
	After 10 Years	$261.54
	After 11 Years	$285.31
	After 12 Years	$309.09
	After 13 Years	$332.86
	After 14 Years	$356.64
	After 15 Years	$380.42
	After 16 Years	$404.19
	After 17 Years	$427.97
	After 18 Years	$451.74
	After 19 Years	$475.52
	After 20 Years	$499.30
	After 21 Years	$523.07
	After 22 Years	$546.85
	After 23 Years	$570.62
	After 24 Years	$594.40
	After 25 Years	$618.18
	After 26 Years	$641.95
	After 27 Years	$665.73
	After 28 Years	$689.50
	After 29 Years	$713.28

Effective 1/21/09

Step 4	Bi-Weekly	$4,866.05
	After 1 Year	$48.66
	After 2 Years	$72.99
	After 3 Years	$97.32
	After 4 Years	$121.65
	After 5 Years	$145.98
	After 6 Years	$170.31
	After 7 Years	$194.64
	After 8 Years	$218.97
	After 9 Years	$243.30
	After 10 Years	$267.63
	After 11 Years	$291.96
	After 12 Years	$316.29
	After 13 Years	$340.62
	After 14 Years	$364.95
	After 15 Years	$389.28
	After 16 Years	$413.61
	After 17 Years	$437.94
	After 18 Years	$462.27
	After 19 Years	$486.61
	After 20 Years	$510.94
	After 21 Years	$535.27
	After 22 Years	$559.60
	After 23 Years	$583.93
	After 24 Years	$608.26
	After 25 Years	$632.59
	After 26 Years	$656.92
	After 27 Years	$681.25
	After 28 Years	$705.58
	After 29 Years	$729.91

Appendix (A2)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2615) on or After 1/1/93 But Before 1/1/98

Effective 1/21/09

Step 5	Bi-Weekly	$4,978.79
	After 1 Year	$49.79
	After 2 Years	$74.68
	After 3 Years	$99.58
	After 4 Years	$124.47
	After 5 Years	$149.36
	After 6 Years	$174.26
	After 7 Years	$199.15
	After 8 Years	$224.05
	After 9 Years	$248.94
	After 10 Years	$273.83
	After 11 Years	$298.73
	After 12 Years	$323.62
	After 13 Years	$348.52
	After 14 Years	$373.41
	After 15 Years	$398.30
	After 16 Years	$423.20
	After 17 Years	$448.09
	After 18 Years	$472.99
	After 19 Years	$497.88
	After 20 Years	$522.77
	After 21 Years	$547.67
	After 22 Years	$572.56
	After 23 Years	$597.45
	After 24 Years	$622.35
	After 25 Years	$647.24
	After 26 Years	$672.14
	After 27 Years	$697.03
	After 28 Years	$721.92
	After 29 Years	$746.82

Appendix "A(3)"
Salary Ranges of Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After 1/1/98 But before the Execution of the MOA

Effective 1/21/03

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,536.82	$91,957.32
2	After 1st Yr	$3,705.24	$96,336.24
3	After 2nd Yr	$3,873.65	$100,714.90

Effective 1/21/04

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,669.45	$95,405.70
2	After 1st Yr	$3,844.19	$99,948.94
3	After 2nd Yr	$4,018.91	$104,491.66

Effective 1/21/05

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,797.88	$98,744.88
2	After 1st Yr	$3,978.74	$103,447.24
3	After 2nd Yr	$4,159.57	$108,148.82

Effective 1/21/06

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,911.82	$101,707.32
2	After 1st Yr	$4,098.10	$106,550.60
3	After 2nd Yr	$4,284.36	$111,393.36

Effective 1/21/07

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,029.17	$104,758.42
2	After 1st Yr	$4,221.04	$109,747.04
3	After 2nd Yr	$4,412.89	$114,735.14

Effective 1/21/08

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,190.34	$108,948.84
2	After 1st Yr	$4,389.88	$114,136.88
3	After 2nd Yr	$4,589.41	$119,324.66

Effective 1/21/09

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,357.95	$113,306.70
2	After 1st Yr	$4,565.48	$118,702.48
3	After 2nd Yr	$4,772.99	$124,097.74

Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/03

Step 1	Bi-Weekly	$3,536.82
	After 1 Year	$35.37
	After 2 Years	$53.05
	After 3 Years	$70.74
	After 4 Years	$88.42
	After 5 Years	$106.10
	After 6 Years	$123.79
	After 7 Years	$141.47
	After 8 Years	$159.16
	After 9 Years	$176.84
	After 10 Years	$194.53
	After 11 Years	$212.21
	After 12 Years	$229.89
	After 13 Years	$247.58
	After 14 Years	$265.26
	After 15 Years	$282.95
	After 16 Years	$300.63
	After 17 Years	$318.31
	After 18 Years	$336.00
	After 19 Years	$353.68
	After 20 Years	$371.37
	After 21 Years	$389.05
	After 22 Years	$406.73
	After 23 Years	$424.42
	After 24 Years	$442.10
	After 25 Years	$459.79
	After 26 Years	$477.47
	After 27 Years	$495.15
	After 28 Years	$512.84
	After 29 Years	$530.52

Effective 1/21/03

Step 2	Bi-Weekly	$3,705.24
	After 1 Year	$37.05
	After 2 Years	$55.58
	After 3 Years	$74.10
	After 4 Years	$92.63
	After 5 Years	$111.16
	After 6 Years	$129.68
	After 7 Years	$148.21
	After 8 Years	$166.74
	After 9 Years	$185.26
	After 10 Years	$203.79
	After 11 Years	$222.31
	After 12 Years	$240.84
	After 13 Years	$259.37
	After 14 Years	$277.89
	After 15 Years	$296.42
	After 16 Years	$314.95
	After 17 Years	$333.47
	After 18 Years	$352.00
	After 19 Years	$370.52
	After 20 Years	$389.05
	After 21 Years	$407.58
	After 22 Years	$426.10
	After 23 Years	$444.63
	After 24 Years	$463.16
	After 25 Years	$481.68
	After 26 Years	$500.21
	After 27 Years	$518.73
	After 28 Years	$537.26
	After 29 Years	$555.79

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/03

Step 3	Bi-Weekly	$3,873.65
	After 1 Year	$38.74
	After 2 Years	$58.10
	After 3 Years	$77.47
	After 4 Years	$96.84
	After 5 Years	$116.21
	After 6 Years	$135.58
	After 7 Years	$154.95
	After 8 Years	$174.31
	After 9 Years	$193.68
	After 10 Years	$213.05
	After 11 Years	$232.42
	After 12 Years	$251.79
	After 13 Years	$271.16
	After 14 Years	$290.52
	After 15 Years	$309.89
	After 16 Years	$329.26
	After 17 Years	$348.63
	After 18 Years	$368.00
	After 19 Years	$387.37
	After 20 Years	$406.73
	After 21 Years	$426.10
	After 22 Years	$445.47
	After 23 Years	$464.84
	After 24 Years	$484.21
	After 25 Years	$503.57
	After 26 Years	$522.94
	After 27 Years	$542.31
	After 28 Years	$561.68
	After 29 Years	$581.05

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/04

Step 1	Bi-Weekly	$3,669.45
	After 1 Year	$36.69
	After 2 Years	$55.04
	After 3 Years	$73.39
	After 4 Years	$91.74
	After 5 Years	$110.08
	After 6 Years	$128.43
	After 7 Years	$146.78
	After 8 Years	$165.13
	After 9 Years	$183.47
	After 10 Years	$201.82
	After 11 Years	$220.17
	After 12 Years	$238.51
	After 13 Years	$256.86
	After 14 Years	$275.21
	After 15 Years	$293.56
	After 16 Years	$311.90
	After 17 Years	$330.25
	After 18 Years	$348.60
	After 19 Years	$366.95
	After 20 Years	$385.29
	After 21 Years	$403.64
	After 22 Years	$421.99
	After 23 Years	$440.33
	After 24 Years	$458.68
	After 25 Years	$477.03
	After 26 Years	$495.38
	After 27 Years	$513.72
	After 28 Years	$532.07
	After 29 Years	$550.42

Effective 1/21/04

Step 2	Bi-Weekly	$3,844.19
	After 1 Year	$38.44
	After 2 Years	$57.66
	After 3 Years	$76.88
	After 4 Years	$96.10
	After 5 Years	$115.33
	After 6 Years	$134.55
	After 7 Years	$153.77
	After 8 Years	$172.99
	After 9 Years	$192.21
	After 10 Years	$211.43
	After 11 Years	$230.65
	After 12 Years	$249.87
	After 13 Years	$269.09
	After 14 Years	$288.31
	After 15 Years	$307.54
	After 16 Years	$326.76
	After 17 Years	$345.98
	After 18 Years	$365.20
	After 19 Years	$384.42
	After 20 Years	$403.64
	After 21 Years	$422.86
	After 22 Years	$442.08
	After 23 Years	$461.30
	After 24 Years	$480.52
	After 25 Years	$499.74
	After 26 Years	$518.97
	After 27 Years	$538.19
	After 28 Years	$557.41
	After 29 Years	$576.63

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/04

Step 3	Bi-Weekly	$4,018.91
	After 1 Year	$40.19
	After 2 Years	$60.28
	After 3 Years	$80.38
	After 4 Years	$100.47
	After 5 Years	$120.57
	After 6 Years	$140.66
	After 7 Years	$160.76
	After 8 Years	$180.85
	After 9 Years	$200.95
	After 10 Years	$221.04
	After 11 Years	$241.13
	After 12 Years	$261.23
	After 13 Years	$281.32
	After 14 Years	$301.42
	After 15 Years	$321.51
	After 16 Years	$341.61
	After 17 Years	$361.70
	After 18 Years	$381.80
	After 19 Years	$401.89
	After 20 Years	$421.99
	After 21 Years	$442.08
	After 22 Years	$462.17
	After 23 Years	$482.27
	After 24 Years	$502.36
	After 25 Years	$522.46
	After 26 Years	$542.55
	After 27 Years	$562.65
	After 28 Years	$582.74
	After 29 Years	$602.84

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/05

Step 1	Bi-Weekly	$3,797.88
	After 1 Year	$37.98
	After 2 Years	$56.97
	After 3 Years	$75.96
	After 4 Years	$94.95
	After 5 Years	$113.94
	After 6 Years	$132.93
	After 7 Years	$151.92
	After 8 Years	$170.90
	After 9 Years	$189.89
	After 10 Years	$208.88
	After 11 Years	$227.87
	After 12 Years	$246.86
	After 13 Years	$265.85
	After 14 Years	$284.84
	After 15 Years	$303.83
	After 16 Years	$322.82
	After 17 Years	$341.81
	After 18 Years	$360.80
	After 19 Years	$379.79
	After 20 Years	$398.78
	After 21 Years	$417.77
	After 22 Years	$436.76
	After 23 Years	$455.75
	After 24 Years	$474.74
	After 25 Years	$493.72
	After 26 Years	$512.71
	After 27 Years	$531.70
	After 28 Years	$550.69
	After 29 Years	$569.68

Effective 1/21/05

Step 2	Bi-Weekly	$3,978.74
	After 1 Year	$39.79
	After 2 Years	$59.68
	After 3 Years	$79.57
	After 4 Years	$99.47
	After 5 Years	$119.36
	After 6 Years	$139.26
	After 7 Years	$159.15
	After 8 Years	$179.04
	After 9 Years	$198.94
	After 10 Years	$218.83
	After 11 Years	$238.72
	After 12 Years	$258.62
	After 13 Years	$278.51
	After 14 Years	$298.41
	After 15 Years	$318.30
	After 16 Years	$338.19
	After 17 Years	$358.09
	After 18 Years	$377.98
	After 19 Years	$397.87
	After 20 Years	$417.77
	After 21 Years	$437.66
	After 22 Years	$457.56
	After 23 Years	$477.45
	After 24 Years	$497.34
	After 25 Years	$517.24
	After 26 Years	$537.13
	After 27 Years	$557.02
	After 28 Years	$576.92
	After 29 Years	$596.81

Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/05

Step 3	Bi-Weekly	$4,159.57
	After 1 Year	$41.60
	After 2 Years	$62.39
	After 3 Years	$83.19
	After 4 Years	$103.99
	After 5 Years	$124.79
	After 6 Years	$145.58
	After 7 Years	$166.38
	After 8 Years	$187.18
	After 9 Years	$207.98
	After 10 Years	$228.78
	After 11 Years	$249.57
	After 12 Years	$270.37
	After 13 Years	$291.17
	After 14 Years	$311.97
	After 15 Years	$332.77
	After 16 Years	$353.56
	After 17 Years	$374.36
	After 18 Years	$395.16
	After 19 Years	$415.96
	After 20 Years	$436.75
	After 21 Years	$457.55
	After 22 Years	$478.35
	After 23 Years	$499.15
	After 24 Years	$519.95
	After 25 Years	$540.74
	After 26 Years	$561.54
	After 27 Years	$582.34
	After 28 Years	$603.14
	After 29 Years	$623.94

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/06

Step 1	Bi-Weekly	$3,911.82
	After 1 Year	$39.12
	After 2 Years	$58.68
	After 3 Years	$78.24
	After 4 Years	$97.80
	After 5 Years	$117.35
	After 6 Years	$136.91
	After 7 Years	$156.47
	After 8 Years	$176.03
	After 9 Years	$195.59
	After 10 Years	$215.15
	After 11 Years	$234.71
	After 12 Years	$254.27
	After 13 Years	$273.83
	After 14 Years	$293.39
	After 15 Years	$312.95
	After 16 Years	$332.50
	After 17 Years	$352.06
	After 18 Years	$371.62
	After 19 Years	$391.18
	After 20 Years	$410.74
	After 21 Years	$430.30
	After 22 Years	$449.86
	After 23 Years	$469.42
	After 24 Years	$488.98
	After 25 Years	$508.54
	After 26 Years	$528.10
	After 27 Years	$547.65
	After 28 Years	$567.21
	After 29 Years	$586.77

Effective 1/21/06

Step 2	Bi-Weekly	$4,098.10
	After 1 Year	$40.98
	After 2 Years	$61.47
	After 3 Years	$81.96
	After 4 Years	$102.45
	After 5 Years	$122.94
	After 6 Years	$143.43
	After 7 Years	$163.92
	After 8 Years	$184.41
	After 9 Years	$204.91
	After 10 Years	$225.40
	After 11 Years	$245.89
	After 12 Years	$266.38
	After 13 Years	$286.87
	After 14 Years	$307.36
	After 15 Years	$327.85
	After 16 Years	$348.34
	After 17 Years	$368.83
	After 18 Years	$389.32
	After 19 Years	$409.81
	After 20 Years	$430.30
	After 21 Years	$450.79
	After 22 Years	$471.28
	After 23 Years	$491.77
	After 24 Years	$512.26
	After 25 Years	$532.75
	After 26 Years	$553.24
	After 27 Years	$573.73
	After 28 Years	$594.22
	After 29 Years	$614.72

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/06

Step 3	Bi-Weekly	$4,284.36
	After 1 Year	$42.84
	After 2 Years	$64.27
	After 3 Years	$85.69
	After 4 Years	$107.11
	After 5 Years	$128.53
	After 6 Years	$149.95
	After 7 Years	$171.37
	After 8 Years	$192.80
	After 9 Years	$214.22
	After 10 Years	$235.64
	After 11 Years	$257.06
	After 12 Years	$278.48
	After 13 Years	$299.91
	After 14 Years	$321.33
	After 15 Years	$342.75
	After 16 Years	$364.17
	After 17 Years	$385.59
	After 18 Years	$407.01
	After 19 Years	$428.44
	After 20 Years	$449.86
	After 21 Years	$471.28
	After 22 Years	$492.70
	After 23 Years	$514.12
	After 24 Years	$535.55
	After 25 Years	$556.97
	After 26 Years	$578.39
	After 27 Years	$599.81
	After 28 Years	$621.23
	After 29 Years	$642.65

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/07

Step 1	Bi-Weekly	$4,029.17
	After 1 Year	$40.29
	After 2 Years	$60.44
	After 3 Years	$80.58
	After 4 Years	$100.73
	After 5 Years	$120.88
	After 6 Years	$141.02
	After 7 Years	$161.17
	After 8 Years	$181.31
	After 9 Years	$201.46
	After 10 Years	$221.60
	After 11 Years	$241.75
	After 12 Years	$261.90
	After 13 Years	$282.04
	After 14 Years	$302.19
	After 15 Years	$322.33
	After 16 Years	$342.48
	After 17 Years	$362.63
	After 18 Years	$382.77
	After 19 Years	$402.92
	After 20 Years	$423.06
	After 21 Years	$443.21
	After 22 Years	$463.35
	After 23 Years	$483.50
	After 24 Years	$503.65
	After 25 Years	$523.79
	After 26 Years	$543.94
	After 27 Years	$564.08
	After 28 Years	$584.23
	After 29 Years	$604.38

Effective 1/21/07

Step 2	Bi-Weekly	$4,221.04
	After 1 Year	$42.21
	After 2 Years	$63.32
	After 3 Years	$84.42
	After 4 Years	$105.53
	After 5 Years	$126.63
	After 6 Years	$147.74
	After 7 Years	$168.84
	After 8 Years	$189.95
	After 9 Years	$211.05
	After 10 Years	$232.16
	After 11 Years	$253.26
	After 12 Years	$274.37
	After 13 Years	$295.47
	After 14 Years	$316.58
	After 15 Years	$337.68
	After 16 Years	$358.79
	After 17 Years	$379.89
	After 18 Years	$401.00
	After 19 Years	$422.10
	After 20 Years	$443.21
	After 21 Years	$464.31
	After 22 Years	$485.42
	After 23 Years	$506.52
	After 24 Years	$527.63
	After 25 Years	$548.74
	After 26 Years	$569.84
	After 27 Years	$590.95
	After 28 Years	$612.05
	After 29 Years	$633.16

Effective 1/21/07

Step 3	Bi-Weekly	$4,412.89
	After 1 Year	$44.13
	After 2 Years	$66.19
	After 3 Years	$88.26
	After 4 Years	$110.32
	After 5 Years	$132.39
	After 6 Years	$154.45
	After 7 Years	$176.52
	After 8 Years	$198.58
	After 9 Years	$220.64
	After 10 Years	$242.71
	After 11 Years	$264.77
	After 12 Years	$286.84
	After 13 Years	$308.90
	After 14 Years	$330.97
	After 15 Years	$353.03
	After 16 Years	$375.10
	After 17 Years	$397.16
	After 18 Years	$419.22
	After 19 Years	$441.29
	After 20 Years	$463.35
	After 21 Years	$485.42
	After 22 Years	$507.48
	After 23 Years	$529.55
	After 24 Years	$551.61
	After 25 Years	$573.68
	After 26 Years	$595.74
	After 27 Years	$617.80
	After 28 Years	$639.87
	After 29 Years	$661.93

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/08

Step 1	Bi-Weekly	$4,190.34
	After 1 Year	$41.90
	After 2 Years	$62.86
	After 3 Years	$83.81
	After 4 Years	$104.76
	After 5 Years	$125.71
	After 6 Years	$146.66
	After 7 Years	$167.61
	After 8 Years	$188.57
	After 9 Years	$209.52
	After 10 Years	$230.47
	After 11 Years	$251.42
	After 12 Years	$272.37
	After 13 Years	$293.32
	After 14 Years	$314.28
	After 15 Years	$335.23
	After 16 Years	$356.18
	After 17 Years	$377.13
	After 18 Years	$398.08
	After 19 Years	$419.03
	After 20 Years	$439.99
	After 21 Years	$460.94
	After 22 Years	$481.89
	After 23 Years	$502.84
	After 24 Years	$523.79
	After 25 Years	$544.74
	After 26 Years	$565.70
	After 27 Years	$586.65
	After 28 Years	$607.60
	After 29 Years	$628.55

Effective 1/21/08

Step 2	Bi-Weekly	$4,389.88
	After 1 Year	$43.90
	After 2 Years	$65.85
	After 3 Years	$87.80
	After 4 Years	$109.75
	After 5 Years	$131.70
	After 6 Years	$153.65
	After 7 Years	$175.60
	After 8 Years	$197.54
	After 9 Years	$219.49
	After 10 Years	$241.44
	After 11 Years	$263.39
	After 12 Years	$285.34
	After 13 Years	$307.29
	After 14 Years	$329.24
	After 15 Years	$351.19
	After 16 Years	$373.14
	After 17 Years	$395.09
	After 18 Years	$417.04
	After 19 Years	$438.99
	After 20 Years	$460.94
	After 21 Years	$482.89
	After 22 Years	$504.84
	After 23 Years	$526.79
	After 24 Years	$548.74
	After 25 Years	$570.68
	After 26 Years	$592.63
	After 27 Years	$614.58
	After 28 Years	$636.53
	After 29 Years	$658.48

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/08

Step 3	Bi-Weekly	$4,589.41
	After 1 Year	$45.89
	After 2 Years	$68.84
	After 3 Years	$91.79
	After 4 Years	$114.74
	After 5 Years	$137.68
	After 6 Years	$160.63
	After 7 Years	$183.58
	After 8 Years	$206.52
	After 9 Years	$229.47
	After 10 Years	$252.42
	After 11 Years	$275.36
	After 12 Years	$298.31
	After 13 Years	$321.26
	After 14 Years	$344.21
	After 15 Years	$367.15
	After 16 Years	$390.10
	After 17 Years	$413.05
	After 18 Years	$435.99
	After 19 Years	$458.94
	After 20 Years	$481.89
	After 21 Years	$504.84
	After 22 Years	$527.78
	After 23 Years	$550.73
	After 24 Years	$573.68
	After 25 Years	$596.62
	After 26 Years	$619.57
	After 27 Years	$642.52
	After 28 Years	$665.46
	After 29 Years	$688.41

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/09

Step 1	Bi-Weekly	$4,357.95
	After 1 Year	$43.58
	After 2 Years	$65.37
	After 3 Years	$87.16
	After 4 Years	$108.95
	After 5 Years	$130.74
	After 6 Years	$152.53
	After 7 Years	$174.32
	After 8 Years	$196.11
	After 9 Years	$217.90
	After 10 Years	$239.69
	After 11 Years	$261.48
	After 12 Years	$283.27
	After 13 Years	$305.06
	After 14 Years	$326.85
	After 15 Years	$348.64
	After 16 Years	$370.43
	After 17 Years	$392.22
	After 18 Years	$414.01
	After 19 Years	$435.80
	After 20 Years	$457.58
	After 21 Years	$479.37
	After 22 Years	$501.16
	After 23 Years	$522.95
	After 24 Years	$544.74
	After 25 Years	$566.53
	After 26 Years	$588.32
	After 27 Years	$610.11
	After 28 Years	$631.90
	After 29 Years	$653.69

Effective 1/21/09

Step 2	Bi-Weekly	$4,565.48
	After 1 Year	$45.65
	After 2 Years	$68.48
	After 3 Years	$91.31
	After 4 Years	$114.14
	After 5 Years	$136.96
	After 6 Years	$159.79
	After 7 Years	$182.62
	After 8 Years	$205.45
	After 9 Years	$228.27
	After 10 Years	$251.10
	After 11 Years	$273.93
	After 12 Years	$296.76
	After 13 Years	$319.58
	After 14 Years	$342.41
	After 15 Years	$365.24
	After 16 Years	$388.07
	After 17 Years	$410.89
	After 18 Years	$433.72
	After 19 Years	$456.55
	After 20 Years	$479.38
	After 21 Years	$502.20
	After 22 Years	$525.03
	After 23 Years	$547.86
	After 24 Years	$570.69
	After 25 Years	$593.51
	After 26 Years	$616.34
	After 27 Years	$639.17
	After 28 Years	$661.99
	After 29 Years	$684.82

Appendix (A3)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant
(Job Specification 2600) on or After 1/1/98 But Before the Execution of the MOA

Effective 1/21/09

Step 3	Bi-Weekly	$4,772.99
	After 1 Year	$47.73
	After 2 Years	$71.59
	After 3 Years	$95.46
	After 4 Years	$119.32
	After 5 Years	$143.19
	After 6 Years	$167.05
	After 7 Years	$190.92
	After 8 Years	$214.78
	After 9 Years	$238.65
	After 10 Years	$262.51
	After 11 Years	$286.38
	After 12 Years	$310.24
	After 13 Years	$334.11
	After 14 Years	$357.97
	After 15 Years	$381.84
	After 16 Years	$405.70
	After 17 Years	$429.57
	After 18 Years	$453.43
	After 19 Years	$477.30
	After 20 Years	$501.16
	After 21 Years	$525.03
	After 22 Years	$548.89
	After 23 Years	$572.76
	After 24 Years	$596.62
	After 25 Years	$620.49
	After 26 Years	$644.35
	After 27 Years	$668.22
	After 28 Years	$692.08
	After 29 Years	$715.95

Appendix "A(4)"
Employees Promoted to Lieutenant on or after the Execution of the MOA

Effective 1/21/03

Step	Bi-Weekly	Annual
1 Upon Promotion	$3,536.82	$91,957.32
2 After 1st Yr	$3,573.15	$92,901.90
3 After 2nd Yr	$3,622.95	$94,196.70
4 After 3rd Yr	$3,704.91	$96,327.66
5 After 4th Yr	$3,873.65	$100,714.90

Effective 1/21/04

Step	Bi-Weekly	Annual
1 Upon Promotion	$3,669.45	$95,405.70
2 After 1st Yr	$3,707.14	$96,385.64
3 After 2nd Yr	$3,758.81	$97,729.06
4 After 3rd Yr	$3,843.84	$99,939.84
5 After 4th Yr	$4,018.91	$104,491.66

Effective 1/21/05

Step	Bi-Weekly	Annual
1 Upon Promotion	$3,797.88	$98,744.88
2 After 1st Yr	$3,836.89	$99,759.14
3 After 2nd Yr	$3,890.37	$101,149.62
4 After 3rd Yr	$3,978.37	$103,437.62
5 After 4th Yr	$4,159.57	$108,148.82

Effective 1/21/06

Step	Bi-Weekly	Annual
1 Upon Promotion	$3,911.82	$101,707.32
2 After 1st Yr	$3,952.00	$102,752.00
3 After 2nd Yr	$4,007.08	$104,184.08
4 After 3rd Yr	$4,097.72	$106,540.72
5 After 4th Yr	$4,284.36	$111,393.36

Effective 1/21/07

Step	Bi-Weekly	Annual
1 Upon Promotion	$4,029.17	$104,758.42
2 After 1st Yr	$4,070.56	$105,834.56
3 After 2nd Yr	$4,127.29	$107,309.54
4 After 3rd Yr	$4,220.65	$109,736.90
5 After 4th Yr	$4,412.89	$114,735.14

Effective 1/21/08

Step	Bi-Weekly	Annual
1 Upon Promotion	$4,190.34	$108,948.84
2 After 1st Yr	$4,233.38	$110,067.88
3 After 2nd Yr	$4,292.38	$111,601.88
4 After 3rd Yr	$4,389.48	$114,126.48
5 After 4th Yr	$4,589.41	$119,324.66

Effective 1/21/09

Step	Bi-Weekly	Annual
1 Upon Promotion	$4,357.95	$113,306.70
2 After 1st Yr	$4,402.72	$114,470.72
3 After 2nd Yr	$4,464.08	$116,066.08
4 After 3rd Yr	$4,565.06	$118,691.56
5 After 4th Yr	$4,772.99	$124,097.74

LRD
6/4/04

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/03

Step 1	Bi-Weekly	$3,536.82
	After 1 Year	$35.37
	After 2 Years	$53.05
	After 3 Years	$70.74
	After 4 Years	$88.42
	After 5 Years	$106.10
	After 6 Years	$123.79
	After 7 Years	$141.47
	After 8 Years	$159.16
	After 9 Years	$176.84
	After 10 Years	$194.53
	After 11 Years	$212.21
	After 12 Years	$229.89
	After 13 Years	$247.58
	After 14 Years	$265.26
	After 15 Years	$282.95
	After 16 Years	$300.63
	After 17 Years	$318.31
	After 18 Years	$336.00
	After 19 Years	$353.68
	After 20 Years	$371.37
	After 21 Years	$389.05
	After 22 Years	$406.73
	After 23 Years	$424.42
	After 24 Years	$442.10
	After 25 Years	$459.79
	After 26 Years	$477.47
	After 27 Years	$495.15
	After 28 Years	$512.84
	After 29 Years	$530.52

Effective 1/21/03

Step 2	Bi-Weekly	$3,573.15
	After 1 Year	$35.73
	After 2 Years	$53.60
	After 3 Years	$71.46
	After 4 Years	$89.33
	After 5 Years	$107.19
	After 6 Years	$125.06
	After 7 Years	$142.93
	After 8 Years	$160.79
	After 9 Years	$178.66
	After 10 Years	$196.52
	After 11 Years	$214.39
	After 12 Years	$232.25
	After 13 Years	$250.12
	After 14 Years	$267.99
	After 15 Years	$285.85
	After 16 Years	$303.72
	After 17 Years	$321.58
	After 18 Years	$339.45
	After 19 Years	$357.32
	After 20 Years	$375.18
	After 21 Years	$393.05
	After 22 Years	$410.91
	After 23 Years	$428.78
	After 24 Years	$446.64
	After 25 Years	$464.51
	After 26 Years	$482.38
	After 27 Years	$500.24
	After 28 Years	$518.11
	After 29 Years	$535.97

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/03

Step 3	Bi-Weekly	$3,622.95
	After 1 Year	$36.23
	After 2 Years	$54.34
	After 3 Years	$72.46
	After 4 Years	$90.57
	After 5 Years	$108.69
	After 6 Years	$126.80
	After 7 Years	$144.92
	After 8 Years	$163.03
	After 9 Years	$181.15
	After 10 Years	$199.26
	After 11 Years	$217.38
	After 12 Years	$235.49
	After 13 Years	$253.61
	After 14 Years	$271.72
	After 15 Years	$289.84
	After 16 Years	$307.95
	After 17 Years	$326.07
	After 18 Years	$344.18
	After 19 Years	$362.30
	After 20 Years	$380.41
	After 21 Years	$398.52
	After 22 Years	$416.64
	After 23 Years	$434.75
	After 24 Years	$452.87
	After 25 Years	$470.98
	After 26 Years	$489.10
	After 27 Years	$507.21
	After 28 Years	$525.33
	After 29 Years	$543.44

Effective 1/21/03

Step 4	Bi-Weekly	$3,704.91
	After 1 Year	$37.05
	After 2 Years	$55.57
	After 3 Years	$74.10
	After 4 Years	$92.62
	After 5 Years	$111.15
	After 6 Years	$129.67
	After 7 Years	$148.20
	After 8 Years	$166.72
	After 9 Years	$185.25
	After 10 Years	$203.77
	After 11 Years	$222.29
	After 12 Years	$240.82
	After 13 Years	$259.34
	After 14 Years	$277.87
	After 15 Years	$296.39
	After 16 Years	$314.92
	After 17 Years	$333.44
	After 18 Years	$351.97
	After 19 Years	$370.49
	After 20 Years	$389.02
	After 21 Years	$407.54
	After 22 Years	$426.06
	After 23 Years	$444.59
	After 24 Years	$463.11
	After 25 Years	$481.64
	After 26 Years	$500.16
	After 27 Years	$518.69
	After 28 Years	$537.21
	After 29 Years	$555.74

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/03

Step 5	Bi-Weekly	$3,873.65
	After 1 Year	$38.74
	After 2 Years	$58.10
	After 3 Years	$77.47
	After 4 Years	$96.84
	After 5 Years	$116.21
	After 6 Years	$135.58
	After 7 Years	$154.95
	After 8 Years	$174.31
	After 9 Years	$193.68
	After 10 Years	$213.05
	After 11 Years	$232.42
	After 12 Years	$251.79
	After 13 Years	$271.16
	After 14 Years	$290.52
	After 15 Years	$309.89
	After 16 Years	$329.26
	After 17 Years	$348.63
	After 18 Years	$368.00
	After 19 Years	$387.37
	After 20 Years	$406.73
	After 21 Years	$426.10
	After 22 Years	$445.47
	After 23 Years	$464.84
	After 24 Years	$484.21
	After 25 Years	$503.57
	After 26 Years	$522.94
	After 27 Years	$542.31
	After 28 Years	$561.68
	After 29 Years	$581.05

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/04

Step 1	Bi-Weekly	$3,669.45
	After 1 Year	$36.69
	After 2 Years	$55.04
	After 3 Years	$73.39
	After 4 Years	$91.74
	After 5 Years	$110.08
	After 6 Years	$128.43
	After 7 Years	$146.78
	After 8 Years	$165.13
	After 9 Years	$183.47
	After 10 Years	$201.82
	After 11 Years	$220.17
	After 12 Years	$238.51
	After 13 Years	$256.86
	After 14 Years	$275.21
	After 15 Years	$293.56
	After 16 Years	$311.90
	After 17 Years	$330.25
	After 18 Years	$348.60
	After 19 Years	$366.95
	After 20 Years	$385.29
	After 21 Years	$403.64
	After 22 Years	$421.99
	After 23 Years	$440.33
	After 24 Years	$458.68
	After 25 Years	$477.03
	After 26 Years	$495.38
	After 27 Years	$513.72
	After 28 Years	$532.07
	After 29 Years	$550.42

Effective 1/21/04

Step 2	Bi-Weekly	$3,707.14
	After 1 Year	$37.07
	After 2 Years	$55.61
	After 3 Years	$74.14
	After 4 Years	$92.68
	After 5 Years	$111.21
	After 6 Years	$129.75
	After 7 Years	$148.29
	After 8 Years	$166.82
	After 9 Years	$185.36
	After 10 Years	$203.89
	After 11 Years	$222.43
	After 12 Years	$240.96
	After 13 Years	$259.50
	After 14 Years	$278.04
	After 15 Years	$296.57
	After 16 Years	$315.11
	After 17 Years	$333.64
	After 18 Years	$352.18
	After 19 Years	$370.71
	After 20 Years	$389.25
	After 21 Years	$407.79
	After 22 Years	$426.32
	After 23 Years	$444.86
	After 24 Years	$463.39
	After 25 Years	$481.93
	After 26 Years	$500.46
	After 27 Years	$519.00
	After 28 Years	$537.54
	After 29 Years	$556.07

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/04

Step 3	Bi-Weekly	$3,758.81
	After 1 Year	$37.59
	After 2 Years	$56.38
	After 3 Years	$75.18
	After 4 Years	$93.97
	After 5 Years	$112.76
	After 6 Years	$131.56
	After 7 Years	$150.35
	After 8 Years	$169.15
	After 9 Years	$187.94
	After 10 Years	$206.73
	After 11 Years	$225.53
	After 12 Years	$244.32
	After 13 Years	$263.12
	After 14 Years	$281.91
	After 15 Years	$300.70
	After 16 Years	$319.50
	After 17 Years	$338.29
	After 18 Years	$357.09
	After 19 Years	$375.88
	After 20 Years	$394.68
	After 21 Years	$413.47
	After 22 Years	$432.26
	After 23 Years	$451.06
	After 24 Years	$469.85
	After 25 Years	$488.65
	After 26 Years	$507.44
	After 27 Years	$526.23
	After 28 Years	$545.03
	After 29 Years	$563.82

Effective 1/21/04

Step 4	Bi-Weekly	$3,843.84
	After 1 Year	$38.44
	After 2 Years	$57.66
	After 3 Years	$76.88
	After 4 Years	$96.10
	After 5 Years	$115.32
	After 6 Years	$134.53
	After 7 Years	$153.75
	After 8 Years	$172.97
	After 9 Years	$192.19
	After 10 Years	$211.41
	After 11 Years	$230.63
	After 12 Years	$249.85
	After 13 Years	$269.07
	After 14 Years	$288.29
	After 15 Years	$307.51
	After 16 Years	$326.73
	After 17 Years	$345.95
	After 18 Years	$365.16
	After 19 Years	$384.38
	After 20 Years	$403.60
	After 21 Years	$422.82
	After 22 Years	$442.04
	After 23 Years	$461.26
	After 24 Years	$480.48
	After 25 Years	$499.70
	After 26 Years	$518.92
	After 27 Years	$538.14
	After 28 Years	$557.36
	After 29 Years	$576.58

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/04

Step 5	Bi-Weekly	$4,018.91
	After 1 Year	$40.19
	After 2 Years	$60.28
	After 3 Years	$80.38
	After 4 Years	$100.47
	After 5 Years	$120.57
	After 6 Years	$140.66
	After 7 Years	$160.76
	After 8 Years	$180.85
	After 9 Years	$200.95
	After 10 Years	$221.04
	After 11 Years	$241.13
	After 12 Years	$261.23
	After 13 Years	$281.32
	After 14 Years	$301.42
	After 15 Years	$321.51
	After 16 Years	$341.61
	After 17 Years	$361.70
	After 18 Years	$381.80
	After 19 Years	$401.89
	After 20 Years	$421.99
	After 21 Years	$442.08
	After 22 Years	$462.17
	After 23 Years	$482.27
	After 24 Years	$502.36
	After 25 Years	$522.46
	After 26 Years	$542.55
	After 27 Years	$562.65
	After 28 Years	$582.74
	After 29 Years	$602.84

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/05

Step 1	Bi-Weekly	$3,797.88
	After 1 Year	$37.98
	After 2 Years	$56.97
	After 3 Years	$75.96
	After 4 Years	$94.95
	After 5 Years	$113.94
	After 6 Years	$132.93
	After 7 Years	$151.92
	After 8 Years	$170.90
	After 9 Years	$189.89
	After 10 Years	$208.88
	After 11 Years	$227.87
	After 12 Years	$246.86
	After 13 Years	$265.85
	After 14 Years	$284.84
	After 15 Years	$303.83
	After 16 Years	$322.82
	After 17 Years	$341.81
	After 18 Years	$360.80
	After 19 Years	$379.79
	After 20 Years	$398.78
	After 21 Years	$417.77
	After 22 Years	$436.76
	After 23 Years	$455.75
	After 24 Years	$474.74
	After 25 Years	$493.72
	After 26 Years	$512.71
	After 27 Years	$531.70
	After 28 Years	$550.69
	After 29 Years	$569.68

Effective 1/21/05

Step 2	Bi-Weekly	$3,836.89
	After 1 Year	$38.37
	After 2 Years	$57.55
	After 3 Years	$76.74
	After 4 Years	$95.92
	After 5 Years	$115.11
	After 6 Years	$134.29
	After 7 Years	$153.48
	After 8 Years	$172.66
	After 9 Years	$191.84
	After 10 Years	$211.03
	After 11 Years	$230.21
	After 12 Years	$249.40
	After 13 Years	$268.58
	After 14 Years	$287.77
	After 15 Years	$306.95
	After 16 Years	$326.14
	After 17 Years	$345.32
	After 18 Years	$364.50
	After 19 Years	$383.69
	After 20 Years	$402.87
	After 21 Years	$422.06
	After 22 Years	$441.24
	After 23 Years	$460.43
	After 24 Years	$479.61
	After 25 Years	$498.80
	After 26 Years	$517.98
	After 27 Years	$537.16
	After 28 Years	$556.35
	After 29 Years	$575.53

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/05

Step 3	Bi-Weekly	$3,890.37
	After 1 Year	$38.90
	After 2 Years	$58.36
	After 3 Years	$77.81
	After 4 Years	$97.26
	After 5 Years	$116.71
	After 6 Years	$136.16
	After 7 Years	$155.61
	After 8 Years	$175.07
	After 9 Years	$194.52
	After 10 Years	$213.97
	After 11 Years	$233.42
	After 12 Years	$252.87
	After 13 Years	$272.33
	After 14 Years	$291.78
	After 15 Years	$311.23
	After 16 Years	$330.68
	After 17 Years	$350.13
	After 18 Years	$369.59
	After 19 Years	$389.04
	After 20 Years	$408.49
	After 21 Years	$427.94
	After 22 Years	$447.39
	After 23 Years	$466.84
	After 24 Years	$486.30
	After 25 Years	$505.75
	After 26 Years	$525.20
	After 27 Years	$544.65
	After 28 Years	$564.10
	After 29 Years	$583.56

Effective 1/21/05

Step 4	Bi-Weekly	$3,978.37
	After 1 Year	$39.78
	After 2 Years	$59.68
	After 3 Years	$79.57
	After 4 Years	$99.46
	After 5 Years	$119.35
	After 6 Years	$139.24
	After 7 Years	$159.13
	After 8 Years	$179.03
	After 9 Years	$198.92
	After 10 Years	$218.81
	After 11 Years	$238.70
	After 12 Years	$258.59
	After 13 Years	$278.49
	After 14 Years	$298.38
	After 15 Years	$318.27
	After 16 Years	$338.16
	After 17 Years	$358.05
	After 18 Years	$377.95
	After 19 Years	$397.84
	After 20 Years	$417.73
	After 21 Years	$437.62
	After 22 Years	$457.51
	After 23 Years	$477.40
	After 24 Years	$497.30
	After 25 Years	$517.19
	After 26 Years	$537.08
	After 27 Years	$556.97
	After 28 Years	$576.86
	After 29 Years	$596.76

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/05

Step 5	Bi-Weekly	$4,159.57
	After 1 Year	$41.60
	After 2 Years	$62.39
	After 3 Years	$83.19
	After 4 Years	$103.99
	After 5 Years	$124.79
	After 6 Years	$145.58
	After 7 Years	$166.38
	After 8 Years	$187.18
	After 9 Years	$207.98
	After 10 Years	$228.78
	After 11 Years	$249.57
	After 12 Years	$270.37
	After 13 Years	$291.17
	After 14 Years	$311.97
	After 15 Years	$332.77
	After 16 Years	$353.56
	After 17 Years	$374.36
	After 18 Years	$395.16
	After 19 Years	$415.96
	After 20 Years	$436.75
	After 21 Years	$457.55
	After 22 Years	$478.35
	After 23 Years	$499.15
	After 24 Years	$519.95
	After 25 Years	$540.74
	After 26 Years	$561.54
	After 27 Years	$582.34
	After 28 Years	$603.14
	After 29 Years	$623.94

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/06

Step 1	Bi-Weekly	$3,911.82
	After 1 Year	$39.12
	After 2 Years	$58.68
	After 3 Years	$78.24
	After 4 Years	$97.80
	After 5 Years	$117.35
	After 6 Years	$136.91
	After 7 Years	$156.47
	After 8 Years	$176.03
	After 9 Years	$195.59
	After 10 Years	$215.15
	After 11 Years	$234.71
	After 12 Years	$254.27
	After 13 Years	$273.83
	After 14 Years	$293.39
	After 15 Years	$312.95
	After 16 Years	$332.50
	After 17 Years	$352.06
	After 18 Years	$371.62
	After 19 Years	$391.18
	After 20 Years	$410.74
	After 21 Years	$430.30
	After 22 Years	$449.86
	After 23 Years	$469.42
	After 24 Years	$488.98
	After 25 Years	$508.54
	After 26 Years	$528.10
	After 27 Years	$547.65
	After 28 Years	$567.21
	After 29 Years	$586.77

Effective 1/21/06

Step 2	Bi-Weekly	$3,952.00
	After 1 Year	$39.52
	After 2 Years	$59.28
	After 3 Years	$79.04
	After 4 Years	$98.80
	After 5 Years	$118.56
	After 6 Years	$138.32
	After 7 Years	$158.08
	After 8 Years	$177.84
	After 9 Years	$197.60
	After 10 Years	$217.36
	After 11 Years	$237.12
	After 12 Years	$256.88
	After 13 Years	$276.64
	After 14 Years	$296.40
	After 15 Years	$316.16
	After 16 Years	$335.92
	After 17 Years	$355.68
	After 18 Years	$375.44
	After 19 Years	$395.20
	After 20 Years	$414.96
	After 21 Years	$434.72
	After 22 Years	$454.48
	After 23 Years	$474.24
	After 24 Years	$494.00
	After 25 Years	$513.76
	After 26 Years	$533.52
	After 27 Years	$553.28
	After 28 Years	$573.04
	After 29 Years	$592.80

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/06

Step 3	Bi-Weekly	$4,007.08
	After 1 Year	$40.07
	After 2 Years	$60.11
	After 3 Years	$80.14
	After 4 Years	$100.18
	After 5 Years	$120.21
	After 6 Years	$140.25
	After 7 Years	$160.28
	After 8 Years	$180.32
	After 9 Years	$200.35
	After 10 Years	$220.39
	After 11 Years	$240.42
	After 12 Years	$260.46
	After 13 Years	$280.50
	After 14 Years	$300.53
	After 15 Years	$320.57
	After 16 Years	$340.60
	After 17 Years	$360.64
	After 18 Years	$380.67
	After 19 Years	$400.71
	After 20 Years	$420.74
	After 21 Years	$440.78
	After 22 Years	$460.81
	After 23 Years	$480.85
	After 24 Years	$500.89
	After 25 Years	$520.92
	After 26 Years	$540.96
	After 27 Years	$560.99
	After 28 Years	$581.03
	After 29 Years	$601.06

Effective 1/21/06

Step 4	Bi-Weekly	$4,097.72
	After 1 Year	$40.98
	After 2 Years	$61.47
	After 3 Years	$81.95
	After 4 Years	$102.44
	After 5 Years	$122.93
	After 6 Years	$143.42
	After 7 Years	$163.91
	After 8 Years	$184.40
	After 9 Years	$204.89
	After 10 Years	$225.37
	After 11 Years	$245.86
	After 12 Years	$266.35
	After 13 Years	$286.84
	After 14 Years	$307.33
	After 15 Years	$327.82
	After 16 Years	$348.31
	After 17 Years	$368.79
	After 18 Years	$389.28
	After 19 Years	$409.77
	After 20 Years	$430.26
	After 21 Years	$450.75
	After 22 Years	$471.24
	After 23 Years	$491.73
	After 24 Years	$512.22
	After 25 Years	$532.70
	After 26 Years	$553.19
	After 27 Years	$573.68
	After 28 Years	$594.17
	After 29 Years	$614.66

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/06

Step 5	Bi-Weekly	$4,284.36
	After 1 Year	$42.84
	After 2 Years	$64.27
	After 3 Years	$85.69
	After 4 Years	$107.11
	After 5 Years	$128.53
	After 6 Years	$149.95
	After 7 Years	$171.37
	After 8 Years	$192.80
	After 9 Years	$214.22
	After 10 Years	$235.64
	After 11 Years	$257.06
	After 12 Years	$278.48
	After 13 Years	$299.91
	After 14 Years	$321.33
	After 15 Years	$342.75
	After 16 Years	$364.17
	After 17 Years	$385.59
	After 18 Years	$407.01
	After 19 Years	$428.44
	After 20 Years	$449.86
	After 21 Years	$471.28
	After 22 Years	$492.70
	After 23 Years	$514.12
	After 24 Years	$535.55
	After 25 Years	$556.97
	After 26 Years	$578.39
	After 27 Years	$599.81
	After 28 Years	$621.23
	After 29 Years	$642.65

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/07

Step 1	Bi-Weekly	$4,029.17
	After 1 Year	$40.29
	After 2 Years	$60.44
	After 3 Years	$80.58
	After 4 Years	$100.73
	After 5 Years	$120.88
	After 6 Years	$141.02
	After 7 Years	$161.17
	After 8 Years	$181.31
	After 9 Years	$201.46
	After 10 Years	$221.60
	After 11 Years	$241.75
	After 12 Years	$261.90
	After 13 Years	$282.04
	After 14 Years	$302.19
	After 15 Years	$322.33
	After 16 Years	$342.48
	After 17 Years	$362.63
	After 18 Years	$382.77
	After 19 Years	$402.92
	After 20 Years	$423.06
	After 21 Years	$443.21
	After 22 Years	$463.35
	After 23 Years	$483.50
	After 24 Years	$503.65
	After 25 Years	$523.79
	After 26 Years	$543.94
	After 27 Years	$564.08
	After 28 Years	$584.23
	After 29 Years	$604.38

Effective 1/21/07

Step 2	Bi-Weekly	$4,070.56
	After 1 Year	$40.71
	After 2 Years	$61.06
	After 3 Years	$81.41
	After 4 Years	$101.76
	After 5 Years	$122.12
	After 6 Years	$142.47
	After 7 Years	$162.82
	After 8 Years	$183.18
	After 9 Years	$203.53
	After 10 Years	$223.88
	After 11 Years	$244.23
	After 12 Years	$264.59
	After 13 Years	$284.94
	After 14 Years	$305.29
	After 15 Years	$325.64
	After 16 Years	$346.00
	After 17 Years	$366.35
	After 18 Years	$386.70
	After 19 Years	$407.06
	After 20 Years	$427.41
	After 21 Years	$447.76
	After 22 Years	$468.11
	After 23 Years	$488.47
	After 24 Years	$508.82
	After 25 Years	$529.17
	After 26 Years	$549.53
	After 27 Years	$569.88
	After 28 Years	$590.23
	After 29 Years	$610.58

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/07

Step 3	Bi-Weekly	$4,127.29
	After 1 Year	$41.27
	After 2 Years	$61.91
	After 3 Years	$82.55
	After 4 Years	$103.18
	After 5 Years	$123.82
	After 6 Years	$144.46
	After 7 Years	$165.09
	After 8 Years	$185.73
	After 9 Years	$206.36
	After 10 Years	$227.00
	After 11 Years	$247.64
	After 12 Years	$268.27
	After 13 Years	$288.91
	After 14 Years	$309.55
	After 15 Years	$330.18
	After 16 Years	$350.82
	After 17 Years	$371.46
	After 18 Years	$392.09
	After 19 Years	$412.73
	After 20 Years	$433.37
	After 21 Years	$454.00
	After 22 Years	$474.64
	After 23 Years	$495.27
	After 24 Years	$515.91
	After 25 Years	$536.55
	After 26 Years	$557.18
	After 27 Years	$577.82
	After 28 Years	$598.46
	After 29 Years	$619.09

Effective 1/21/07

Step 4	Bi-Weekly	$4,220.65
	After 1 Year	$42.21
	After 2 Years	$63.31
	After 3 Years	$84.41
	After 4 Years	$105.52
	After 5 Years	$126.62
	After 6 Years	$147.72
	After 7 Years	$168.83
	After 8 Years	$189.93
	After 9 Years	$211.03
	After 10 Years	$232.14
	After 11 Years	$253.24
	After 12 Years	$274.34
	After 13 Years	$295.45
	After 14 Years	$316.55
	After 15 Years	$337.65
	After 16 Years	$358.76
	After 17 Years	$379.86
	After 18 Years	$400.96
	After 19 Years	$422.07
	After 20 Years	$443.17
	After 21 Years	$464.27
	After 22 Years	$485.37
	After 23 Years	$506.48
	After 24 Years	$527.58
	After 25 Years	$548.68
	After 26 Years	$569.79
	After 27 Years	$590.89
	After 28 Years	$611.99
	After 29 Years	$633.10

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/07

Step 5	Bi-Weekly	$4,412.89
	After 1 Year	$44.13
	After 2 Years	$66.19
	After 3 Years	$88.26
	After 4 Years	$110.32
	After 5 Years	$132.39
	After 6 Years	$154.45
	After 7 Years	$176.52
	After 8 Years	$198.58
	After 9 Years	$220.64
	After 10 Years	$242.71
	After 11 Years	$264.77
	After 12 Years	$286.84
	After 13 Years	$308.90
	After 14 Years	$330.97
	After 15 Years	$353.03
	After 16 Years	$375.10
	After 17 Years	$397.16
	After 18 Years	$419.22
	After 19 Years	$441.29
	After 20 Years	$463.35
	After 21 Years	$485.42
	After 22 Years	$507.48
	After 23 Years	$529.55
	After 24 Years	$551.61
	After 25 Years	$573.68
	After 26 Years	$595.74
	After 27 Years	$617.80
	After 28 Years	$639.87
	After 29 Years	$661.93

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/08

Step 1	Bi-Weekly	$4,190.34
	After 1 Year	$41.90
	After 2 Years	$62.86
	After 3 Years	$83.81
	After 4 Years	$104.76
	After 5 Years	$125.71
	After 6 Years	$146.66
	After 7 Years	$167.61
	After 8 Years	$188.57
	After 9 Years	$209.52
	After 10 Years	$230.47
	After 11 Years	$251.42
	After 12 Years	$272.37
	After 13 Years	$293.32
	After 14 Years	$314.28
	After 15 Years	$335.23
	After 16 Years	$356.18
	After 17 Years	$377.13
	After 18 Years	$398.08
	After 19 Years	$419.03
	After 20 Years	$439.99
	After 21 Years	$460.94
	After 22 Years	$481.89
	After 23 Years	$502.84
	After 24 Years	$523.79
	After 25 Years	$544.74
	After 26 Years	$565.70
	After 27 Years	$586.65
	After 28 Years	$607.60
	After 29 Years	$628.55

Effective 1/21/08

Step 2	Bi-Weekly	$4,233.38
	After 1 Year	$42.33
	After 2 Years	$63.50
	After 3 Years	$84.67
	After 4 Years	$105.83
	After 5 Years	$127.00
	After 6 Years	$148.17
	After 7 Years	$169.34
	After 8 Years	$190.50
	After 9 Years	$211.67
	After 10 Years	$232.84
	After 11 Years	$254.00
	After 12 Years	$275.17
	After 13 Years	$296.34
	After 14 Years	$317.50
	After 15 Years	$338.67
	After 16 Years	$359.84
	After 17 Years	$381.00
	After 18 Years	$402.17
	After 19 Years	$423.34
	After 20 Years	$444.50
	After 21 Years	$465.67
	After 22 Years	$486.84
	After 23 Years	$508.01
	After 24 Years	$529.17
	After 25 Years	$550.34
	After 26 Years	$571.51
	After 27 Years	$592.67
	After 28 Years	$613.84
	After 29 Years	$635.01

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/08

Step 3	Bi-Weekly	$4,292.38
	After 1 Year	$42.92
	After 2 Years	$64.39
	After 3 Years	$85.85
	After 4 Years	$107.31
	After 5 Years	$128.77
	After 6 Years	$150.23
	After 7 Years	$171.70
	After 8 Years	$193.16
	After 9 Years	$214.62
	After 10 Years	$236.08
	After 11 Years	$257.54
	After 12 Years	$279.00
	After 13 Years	$300.47
	After 14 Years	$321.93
	After 15 Years	$343.39
	After 16 Years	$364.85
	After 17 Years	$386.31
	After 18 Years	$407.78
	After 19 Years	$429.24
	After 20 Years	$450.70
	After 21 Years	$472.16
	After 22 Years	$493.62
	After 23 Years	$515.09
	After 24 Years	$536.55
	After 25 Years	$558.01
	After 26 Years	$579.47
	After 27 Years	$600.93
	After 28 Years	$622.40
	After 29 Years	$643.86

Effective 1/21/08

Step 4	Bi-Weekly	$4,389.48
	After 1 Year	$43.89
	After 2 Years	$65.84
	After 3 Years	$87.79
	After 4 Years	$109.74
	After 5 Years	$131.68
	After 6 Years	$153.63
	After 7 Years	$175.58
	After 8 Years	$197.53
	After 9 Years	$219.47
	After 10 Years	$241.42
	After 11 Years	$263.37
	After 12 Years	$285.32
	After 13 Years	$307.26
	After 14 Years	$329.21
	After 15 Years	$351.16
	After 16 Years	$373.11
	After 17 Years	$395.05
	After 18 Years	$417.00
	After 19 Years	$438.95
	After 20 Years	$460.90
	After 21 Years	$482.84
	After 22 Years	$504.79
	After 23 Years	$526.74
	After 24 Years	$548.69
	After 25 Years	$570.63
	After 26 Years	$592.58
	After 27 Years	$614.53
	After 28 Years	$636.47
	After 29 Years	$658.42

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/08

Step 5	Bi-Weekly	$4,589.41
	After 1 Year	$45.89
	After 2 Years	$68.84
	After 3 Years	$91.79
	After 4 Years	$114.74
	After 5 Years	$137.68
	After 6 Years	$160.63
	After 7 Years	$183.58
	After 8 Years	$206.52
	After 9 Years	$229.47
	After 10 Years	$252.42
	After 11 Years	$275.36
	After 12 Years	$298.31
	After 13 Years	$321.26
	After 14 Years	$344.21
	After 15 Years	$367.15
	After 16 Years	$390.10
	After 17 Years	$413.05
	After 18 Years	$435.99
	After 19 Years	$458.94
	After 20 Years	$481.89
	After 21 Years	$504.84
	After 22 Years	$527.78
	After 23 Years	$550.73
	After 24 Years	$573.68
	After 25 Years	$596.62
	After 26 Years	$619.57
	After 27 Years	$642.52
	After 28 Years	$665.46
	After 29 Years	$688.41

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/09

Step 1	Bi-Weekly	$4,357.95
	After 1 Year	$43.58
	After 2 Years	$65.37
	After 3 Years	$87.16
	After 4 Years	$108.95
	After 5 Years	$130.74
	After 6 Years	$152.53
	After 7 Years	$174.32
	After 8 Years	$196.11
	After 9 Years	$217.90
	After 10 Years	$239.69
	After 11 Years	$261.48
	After 12 Years	$283.27
	After 13 Years	$305.06
	After 14 Years	$326.85
	After 15 Years	$348.64
	After 16 Years	$370.43
	After 17 Years	$392.22
	After 18 Years	$414.01
	After 19 Years	$435.80
	After 20 Years	$457.58
	After 21 Years	$479.37
	After 22 Years	$501.16
	After 23 Years	$522.95
	After 24 Years	$544.74
	After 25 Years	$566.53
	After 26 Years	$588.32
	After 27 Years	$610.11
	After 28 Years	$631.90
	After 29 Years	$653.69

Effective 1/21/09

Step 2	Bi-Weekly	$4,402.72
	After 1 Year	$44.03
	After 2 Years	$66.04
	After 3 Years	$88.05
	After 4 Years	$110.07
	After 5 Years	$132.08
	After 6 Years	$154.10
	After 7 Years	$176.11
	After 8 Years	$198.12
	After 9 Years	$220.14
	After 10 Years	$242.15
	After 11 Years	$264.16
	After 12 Years	$286.18
	After 13 Years	$308.19
	After 14 Years	$330.20
	After 15 Years	$352.22
	After 16 Years	$374.23
	After 17 Years	$396.24
	After 18 Years	$418.26
	After 19 Years	$440.27
	After 20 Years	$462.29
	After 21 Years	$484.30
	After 22 Years	$506.31
	After 23 Years	$528.33
	After 24 Years	$550.34
	After 25 Years	$572.35
	After 26 Years	$594.37
	After 27 Years	$616.38
	After 28 Years	$638.39
	After 29 Years	$660.41

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/09

Step 3	Bi-Weekly	$4,464.08
	After 1 Year	$44.64
	After 2 Years	$66.96
	After 3 Years	$89.28
	After 4 Years	$111.60
	After 5 Years	$133.92
	After 6 Years	$156.24
	After 7 Years	$178.56
	After 8 Years	$200.88
	After 9 Years	$223.20
	After 10 Years	$245.52
	After 11 Years	$267.84
	After 12 Years	$290.17
	After 13 Years	$312.49
	After 14 Years	$334.81
	After 15 Years	$357.13
	After 16 Years	$379.45
	After 17 Years	$401.77
	After 18 Years	$424.09
	After 19 Years	$446.41
	After 20 Years	$468.73
	After 21 Years	$491.05
	After 22 Years	$513.37
	After 23 Years	$535.69
	After 24 Years	$558.01
	After 25 Years	$580.33
	After 26 Years	$602.65
	After 27 Years	$624.97
	After 28 Years	$647.29
	After 29 Years	$669.61

Effective 1/21/09

Step 4	Bi-Weekly	$4,565.06
	After 1 Year	$45.65
	After 2 Years	$68.48
	After 3 Years	$91.30
	After 4 Years	$114.13
	After 5 Years	$136.95
	After 6 Years	$159.78
	After 7 Years	$182.60
	After 8 Years	$205.43
	After 9 Years	$228.25
	After 10 Years	$251.08
	After 11 Years	$273.90
	After 12 Years	$296.73
	After 13 Years	$319.55
	After 14 Years	$342.38
	After 15 Years	$365.20
	After 16 Years	$388.03
	After 17 Years	$410.86
	After 18 Years	$433.68
	After 19 Years	$456.51
	After 20 Years	$479.33
	After 21 Years	$502.16
	After 22 Years	$524.98
	After 23 Years	$547.81
	After 24 Years	$570.63
	After 25 Years	$593.46
	After 26 Years	$616.28
	After 27 Years	$639.11
	After 28 Years	$661.93
	After 29 Years	$684.76

Appendix (A4)
Percentage Longevity for Individuals Promoted to the Rank of Police Lieutenant (Job Specification 2615) on or After the Execution of the MOA

Effective 1/21/09

Step 5	Bi-Weekly	$4,772.99
	After 1 Year	$47.73
	After 2 Years	$71.59
	After 3 Years	$95.46
	After 4 Years	$119.32
	After 5 Years	$143.19
	After 6 Years	$167.05
	After 7 Years	$190.92
	After 8 Years	$214.78
	After 9 Years	$238.65
	After 10 Years	$262.51
	After 11 Years	$286.38
	After 12 Years	$310.24
	After 13 Years	$334.11
	After 14 Years	$357.97
	After 15 Years	$381.84
	After 16 Years	$405.70
	After 17 Years	$429.57
	After 18 Years	$453.43
	After 19 Years	$477.30
	After 20 Years	$501.16
	After 21 Years	$525.03
	After 22 Years	$548.89
	After 23 Years	$572.76
	After 24 Years	$596.62
	After 25 Years	$620.49
	After 26 Years	$644.35
	After 27 Years	$668.22
	After 28 Years	$692.08
	After 29 Years	$715.95

Appendix"A(5)"

Salary Ranges for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) before 1/1/93

Effective 1/21/03

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,172.45	$108,483.70
2	After 1st Yr	$4,296.48	$111,708.48
3	After 2nd Yr	$4,578.68	$119,045.68

Effective 1/21/04

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,328.92	$112,551.92
2	After 1st Yr	$4,457.60	$115,897.60
3	After 2nd Yr	$4,750.38	$123,509.88

Effective 1/21/05

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,480.43	$116,491.18
2	After 1st Yr	$4,613.62	$119,954.12
3	After 2nd Yr	$4,916.64	$127,832.64

Effective 1/21/06

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,614.84	$119,985.84
2	After 1st Yr	$4,752.03	$123,552.78
3	After 2nd Yr	$5,064.14	$131,667.64

Effective 1/21/07

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,753.29	$123,585.54
2	After 1st Yr	$4,894.59	$127,259.34
3	After 2nd Yr	$5,216.06	$135,617.56

Effective 1/21/08

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,943.42	$128,528.92
2	After 1st Yr	$5,090.37	$132,349.62
3	After 2nd Yr	$5,424.70	$141,042.20

Effective 1/21/09

Step		Bi-Weekly	Annual
1	Upon Promotion	$5,141.16	$133,670.16
2	After 1st Yr	$5,293.98	$137,643.48
3	After 2nd Yr	$5,641.69	$146,683.94

Appendix "A(5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/03

Step 1	Bi-Weekly	$4,172.45
	After 1 Year	$41.72
	After 2 Years	$62.59
	After 3 Years	$83.45
	After 4 Years	$104.31
	After 5 Years	$125.17
	After 6 Years	$146.04
	After 7 Years	$166.90
	After 8 Years	$187.76
	After 9 Years	$208.62
	After 10 Years	$229.48
	After 11 Years	$250.35
	After 12 Years	$271.21
	After 13 Years	$292.07
	After 14 Years	$312.93
	After 15 Years	$333.80
	After 16 Years	$354.66
	After 17 Years	$375.52
	After 18 Years	$396.38
	After 19 Years	$417.25
	After 20 Years	$438.11
	After 21 Years	$458.97
	After 22 Years	$479.83
	After 23 Years	$500.69
	After 24 Years	$521.56
	After 25 Years	$542.42
	After 26 Years	$563.28
	After 27 Years	$584.14
	After 28 Years	$605.01
	After 29 Years	$625.87

Effective 1/21/03

Step 2	Bi-Weekly	$4,296.48
	After 1 Year	$42.96
	After 2 Years	$64.45
	After 3 Years	$85.93
	After 4 Years	$107.41
	After 5 Years	$128.89
	After 6 Years	$150.38
	After 7 Years	$171.86
	After 8 Years	$193.34
	After 9 Years	$214.82
	After 10 Years	$236.31
	After 11 Years	$257.79
	After 12 Years	$279.27
	After 13 Years	$300.75
	After 14 Years	$322.24
	After 15 Years	$343.72
	After 16 Years	$365.20
	After 17 Years	$386.68
	After 18 Years	$408.17
	After 19 Years	$429.65
	After 20 Years	$451.13
	After 21 Years	$472.61
	After 22 Years	$494.10
	After 23 Years	$515.58
	After 24 Years	$537.06
	After 25 Years	$558.54
	After 26 Years	$580.02
	After 27 Years	$601.51
	After 28 Years	$622.99
	After 29 Years	$644.47

Appendix "A(5)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/03

Step 3	Bi-Weekly	$4,578.68
	After 1 Year	$45.79
	After 2 Years	$68.68
	After 3 Years	$91.57
	After 4 Years	$114.47
	After 5 Years	$137.36
	After 6 Years	$160.25
	After 7 Years	$183.15
	After 8 Years	$206.04
	After 9 Years	$228.93
	After 10 Years	$251.83
	After 11 Years	$274.72
	After 12 Years	$297.61
	After 13 Years	$320.51
	After 14 Years	$343.40
	After 15 Years	$366.29
	After 16 Years	$389.19
	After 17 Years	$412.08
	After 18 Years	$434.97
	After 19 Years	$457.87
	After 20 Years	$480.76
	After 21 Years	$503.65
	After 22 Years	$526.55
	After 23 Years	$549.44
	After 24 Years	$572.34
	After 25 Years	$595.23
	After 26 Years	$618.12
	After 27 Years	$641.02
	After 28 Years	$663.91
	After 29 Years	$686.80

Appendix "A(5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/04

Step 1	Bi-Weekly	$4,328.92
	After 1 Year	$43.29
	After 2 Years	$64.93
	After 3 Years	$86.58
	After 4 Years	$108.22
	After 5 Years	$129.87
	After 6 Years	$151.51
	After 7 Years	$173.16
	After 8 Years	$194.80
	After 9 Years	$216.45
	After 10 Years	$238.09
	After 11 Years	$259.74
	After 12 Years	$281.38
	After 13 Years	$303.02
	After 14 Years	$324.67
	After 15 Years	$346.31
	After 16 Years	$367.96
	After 17 Years	$389.60
	After 18 Years	$411.25
	After 19 Years	$432.89
	After 20 Years	$454.54
	After 21 Years	$476.18
	After 22 Years	$497.83
	After 23 Years	$519.47
	After 24 Years	$541.12
	After 25 Years	$562.76
	After 26 Years	$584.40
	After 27 Years	$606.05
	After 28 Years	$627.69
	After 29 Years	$649.34

Effective 1/21/04

Step 2	Bi-Weekly	$4,457.60
	After 1 Year	$44.58
	After 2 Years	$66.86
	After 3 Years	$89.15
	After 4 Years	$111.44
	After 5 Years	$133.73
	After 6 Years	$156.02
	After 7 Years	$178.30
	After 8 Years	$200.59
	After 9 Years	$222.88
	After 10 Years	$245.17
	After 11 Years	$267.46
	After 12 Years	$289.74
	After 13 Years	$312.03
	After 14 Years	$334.32
	After 15 Years	$356.61
	After 16 Years	$378.90
	After 17 Years	$401.18
	After 18 Years	$423.47
	After 19 Years	$445.76
	After 20 Years	$468.05
	After 21 Years	$490.34
	After 22 Years	$512.62
	After 23 Years	$534.91
	After 24 Years	$557.20
	After 25 Years	$579.49
	After 26 Years	$601.78
	After 27 Years	$624.06
	After 28 Years	$646.35
	After 29 Years	$668.64

Appendix "A(5)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/04

Step 3	Bi-Weekly	$4,750.38
	After 1 Year	$47.50
	After 2 Years	$71.26
	After 3 Years	$95.01
	After 4 Years	$118.76
	After 5 Years	$142.51
	After 6 Years	$166.26
	After 7 Years	$190.02
	After 8 Years	$213.77
	After 9 Years	$237.52
	After 10 Years	$261.27
	After 11 Years	$285.02
	After 12 Years	$308.77
	After 13 Years	$332.53
	After 14 Years	$356.28
	After 15 Years	$380.03
	After 16 Years	$403.78
	After 17 Years	$427.53
	After 18 Years	$451.29
	After 19 Years	$475.04
	After 20 Years	$498.79
	After 21 Years	$522.54
	After 22 Years	$546.29
	After 23 Years	$570.05
	After 24 Years	$593.80
	After 25 Years	$617.55
	After 26 Years	$641.30
	After 27 Years	$665.05
	After 28 Years	$688.81
	After 29 Years	$712.56

Appendix "A(5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/05

Step 1	Bi-Weekly	$4,480.43
	After 1 Year	$44.80
	After 2 Years	$67.21
	After 3 Years	$89.61
	After 4 Years	$112.01
	After 5 Years	$134.41
	After 6 Years	$156.82
	After 7 Years	$179.22
	After 8 Years	$201.62
	After 9 Years	$224.02
	After 10 Years	$246.42
	After 11 Years	$268.83
	After 12 Years	$291.23
	After 13 Years	$313.63
	After 14 Years	$336.03
	After 15 Years	$358.43
	After 16 Years	$380.84
	After 17 Years	$403.24
	After 18 Years	$425.64
	After 19 Years	$448.04
	After 20 Years	$470.45
	After 21 Years	$492.85
	After 22 Years	$515.25
	After 23 Years	$537.65
	After 24 Years	$560.05
	After 25 Years	$582.46
	After 26 Years	$604.86
	After 27 Years	$627.26
	After 28 Years	$649.66
	After 29 Years	$672.06

Effective 1/21/05

Step 2	Bi-Weekly	$4,613.62
	After 1 Year	$46.14
	After 2 Years	$69.20
	After 3 Years	$92.27
	After 4 Years	$115.34
	After 5 Years	$138.41
	After 6 Years	$161.48
	After 7 Years	$184.54
	After 8 Years	$207.61
	After 9 Years	$230.68
	After 10 Years	$253.75
	After 11 Years	$276.82
	After 12 Years	$299.89
	After 13 Years	$322.95
	After 14 Years	$346.02
	After 15 Years	$369.09
	After 16 Years	$392.16
	After 17 Years	$415.23
	After 18 Years	$438.29
	After 19 Years	$461.36
	After 20 Years	$484.43
	After 21 Years	$507.50
	After 22 Years	$530.57
	After 23 Years	$553.63
	After 24 Years	$576.70
	After 25 Years	$599.77
	After 26 Years	$622.84
	After 27 Years	$645.91
	After 28 Years	$668.97
	After 29 Years	$692.04

Appendix "A(5)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/05

Step 3	Bi-Weekly	$4,916.64
	After 1 Year	$49.17
	After 2 Years	$73.75
	After 3 Years	$98.33
	After 4 Years	$122.92
	After 5 Years	$147.50
	After 6 Years	$172.08
	After 7 Years	$196.67
	After 8 Years	$221.25
	After 9 Years	$245.83
	After 10 Years	$270.42
	After 11 Years	$295.00
	After 12 Years	$319.58
	After 13 Years	$344.16
	After 14 Years	$368.75
	After 15 Years	$393.33
	After 16 Years	$417.91
	After 17 Years	$442.50
	After 18 Years	$467.08
	After 19 Years	$491.66
	After 20 Years	$516.25
	After 21 Years	$540.83
	After 22 Years	$565.41
	After 23 Years	$590.00
	After 24 Years	$614.58
	After 25 Years	$639.16
	After 26 Years	$663.75
	After 27 Years	$688.33
	After 28 Years	$712.91
	After 29 Years	$737.50

Appendix "A(5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/06

Step 1	Bi-Weekly	$4,614.84
	After 1 Year	$46.15
	After 2 Years	$69.22
	After 3 Years	$92.30
	After 4 Years	$115.37
	After 5 Years	$138.45
	After 6 Years	$161.52
	After 7 Years	$184.59
	After 8 Years	$207.67
	After 9 Years	$230.74
	After 10 Years	$253.82
	After 11 Years	$276.89
	After 12 Years	$299.96
	After 13 Years	$323.04
	After 14 Years	$346.11
	After 15 Years	$369.19
	After 16 Years	$392.26
	After 17 Years	$415.34
	After 18 Years	$438.41
	After 19 Years	$461.48
	After 20 Years	$484.56
	After 21 Years	$507.63
	After 22 Years	$530.71
	After 23 Years	$553.78
	After 24 Years	$576.86
	After 25 Years	$599.93
	After 26 Years	$623.00
	After 27 Years	$646.08
	After 28 Years	$669.15
	After 29 Years	$692.23

Effective 1/21/06

Step 2	Bi-Weekly	$4,752.03
	After 1 Year	$47.52
	After 2 Years	$71.28
	After 3 Years	$95.04
	After 4 Years	$118.80
	After 5 Years	$142.56
	After 6 Years	$166.32
	After 7 Years	$190.08
	After 8 Years	$213.84
	After 9 Years	$237.60
	After 10 Years	$261.36
	After 11 Years	$285.12
	After 12 Years	$308.88
	After 13 Years	$332.64
	After 14 Years	$356.40
	After 15 Years	$380.16
	After 16 Years	$403.92
	After 17 Years	$427.68
	After 18 Years	$451.44
	After 19 Years	$475.20
	After 20 Years	$498.96
	After 21 Years	$522.72
	After 22 Years	$546.48
	After 23 Years	$570.24
	After 24 Years	$594.00
	After 25 Years	$617.76
	After 26 Years	$641.52
	After 27 Years	$665.28
	After 28 Years	$689.04
	After 29 Years	$712.80

Appendix "A(5)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/06

Step 3	Bi-Weekly	$5,064.14
	After 1 Year	$50.64
	After 2 Years	$75.96
	After 3 Years	$101.28
	After 4 Years	$126.60
	After 5 Years	$151.92
	After 6 Years	$177.24
	After 7 Years	$202.57
	After 8 Years	$227.89
	After 9 Years	$253.21
	After 10 Years	$278.53
	After 11 Years	$303.85
	After 12 Years	$329.17
	After 13 Years	$354.49
	After 14 Years	$379.81
	After 15 Years	$405.13
	After 16 Years	$430.45
	After 17 Years	$455.77
	After 18 Years	$481.09
	After 19 Years	$506.41
	After 20 Years	$531.73
	After 21 Years	$557.06
	After 22 Years	$582.38
	After 23 Years	$607.70
	After 24 Years	$633.02
	After 25 Years	$658.34
	After 26 Years	$683.66
	After 27 Years	$708.98
	After 28 Years	$734.30
	After 29 Years	$759.62

Appendix "A(5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/07

Step 1	Bi-Weekly	$4,753.29
	After 1 Year	$47.53
	After 2 Years	$71.30
	After 3 Years	$95.07
	After 4 Years	$118.83
	After 5 Years	$142.60
	After 6 Years	$166.37
	After 7 Years	$190.13
	After 8 Years	$213.90
	After 9 Years	$237.66
	After 10 Years	$261.43
	After 11 Years	$285.20
	After 12 Years	$308.96
	After 13 Years	$332.73
	After 14 Years	$356.50
	After 15 Years	$380.26
	After 16 Years	$404.03
	After 17 Years	$427.80
	After 18 Years	$451.56
	After 19 Years	$475.33
	After 20 Years	$499.10
	After 21 Years	$522.86
	After 22 Years	$546.63
	After 23 Years	$570.39
	After 24 Years	$594.16
	After 25 Years	$617.93
	After 26 Years	$641.69
	After 27 Years	$665.46
	After 28 Years	$689.23
	After 29 Years	$712.99

Effective 1/21/07

Step 2	Bi-Weekly	$4,894.59
	After 1 Year	$48.95
	After 2 Years	$73.42
	After 3 Years	$97.89
	After 4 Years	$122.36
	After 5 Years	$146.84
	After 6 Years	$171.31
	After 7 Years	$195.78
	After 8 Years	$220.26
	After 9 Years	$244.73
	After 10 Years	$269.20
	After 11 Years	$293.68
	After 12 Years	$318.15
	After 13 Years	$342.62
	After 14 Years	$367.09
	After 15 Years	$391.57
	After 16 Years	$416.04
	After 17 Years	$440.51
	After 18 Years	$464.99
	After 19 Years	$489.46
	After 20 Years	$513.93
	After 21 Years	$538.40
	After 22 Years	$562.88
	After 23 Years	$587.35
	After 24 Years	$611.82
	After 25 Years	$636.30
	After 26 Years	$660.77
	After 27 Years	$685.24
	After 28 Years	$709.72
	After 29 Years	$734.19

Appendix "A(5)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/07

Step 3	Bi-Weekly	$5,216.06
	After 1 Year	$52.16
	After 2 Years	$78.24
	After 3 Years	$104.32
	After 4 Years	$130.40
	After 5 Years	$156.48
	After 6 Years	$182.56
	After 7 Years	$208.64
	After 8 Years	$234.72
	After 9 Years	$260.80
	After 10 Years	$286.88
	After 11 Years	$312.96
	After 12 Years	$339.04
	After 13 Years	$365.12
	After 14 Years	$391.20
	After 15 Years	$417.28
	After 16 Years	$443.37
	After 17 Years	$469.45
	After 18 Years	$495.53
	After 19 Years	$521.61
	After 20 Years	$547.69
	After 21 Years	$573.77
	After 22 Years	$599.85
	After 23 Years	$625.93
	After 24 Years	$652.01
	After 25 Years	$678.09
	After 26 Years	$704.17
	After 27 Years	$730.25
	After 28 Years	$756.33
	After 29 Years	$782.41

Appendix "A(5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/08

Step 1	Bi-Weekly	$4,943.42
	After 1 Year	$49.43
	After 2 Years	$74.15
	After 3 Years	$98.87
	After 4 Years	$123.59
	After 5 Years	$148.30
	After 6 Years	$173.02
	After 7 Years	$197.74
	After 8 Years	$222.45
	After 9 Years	$247.17
	After 10 Years	$271.89
	After 11 Years	$296.61
	After 12 Years	$321.32
	After 13 Years	$346.04
	After 14 Years	$370.76
	After 15 Years	$395.47
	After 16 Years	$420.19
	After 17 Years	$444.91
	After 18 Years	$469.62
	After 19 Years	$494.34
	After 20 Years	$519.06
	After 21 Years	$543.78
	After 22 Years	$568.49
	After 23 Years	$593.21
	After 24 Years	$617.93
	After 25 Years	$642.64
	After 26 Years	$667.36
	After 27 Years	$692.08
	After 28 Years	$716.80
	After 29 Years	$741.51

Effective 1/21/08

Step 2	Bi-Weekly	$5,090.37
	After 1 Year	$50.90
	After 2 Years	$76.36
	After 3 Years	$101.81
	After 4 Years	$127.26
	After 5 Years	$152.71
	After 6 Years	$178.16
	After 7 Years	$203.61
	After 8 Years	$229.07
	After 9 Years	$254.52
	After 10 Years	$279.97
	After 11 Years	$305.42
	After 12 Years	$330.87
	After 13 Years	$356.33
	After 14 Years	$381.78
	After 15 Years	$407.23
	After 16 Years	$432.68
	After 17 Years	$458.13
	After 18 Years	$483.59
	After 19 Years	$509.04
	After 20 Years	$534.49
	After 21 Years	$559.94
	After 22 Years	$585.39
	After 23 Years	$610.84
	After 24 Years	$636.30
	After 25 Years	$661.75
	After 26 Years	$687.20
	After 27 Years	$712.65
	After 28 Years	$738.10
	After 29 Years	$763.56

Appendix "A(5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/08

Step 3	Bi-Weekly	$5,424.70
	After 1 Year	$54.25
	After 2 Years	$81.37
	After 3 Years	$108.49
	After 4 Years	$135.62
	After 5 Years	$162.74
	After 6 Years	$189.86
	After 7 Years	$216.99
	After 8 Years	$244.11
	After 9 Years	$271.24
	After 10 Years	$298.36
	After 11 Years	$325.48
	After 12 Years	$352.61
	After 13 Years	$379.73
	After 14 Years	$406.85
	After 15 Years	$433.98
	After 16 Years	$461.10
	After 17 Years	$488.22
	After 18 Years	$515.35
	After 19 Years	$542.47
	After 20 Years	$569.59
	After 21 Years	$596.72
	After 22 Years	$623.84
	After 23 Years	$650.96
	After 24 Years	$678.09
	After 25 Years	$705.21
	After 26 Years	$732.33
	After 27 Years	$759.46
	After 28 Years	$786.58
	After 29 Years	$813.71

Appendix "A(5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/09

Step 1	Bi-Weekly	$5,141.16
	After 1 Year	$51.41
	After 2 Years	$77.12
	After 3 Years	$102.82
	After 4 Years	$128.53
	After 5 Years	$154.23
	After 6 Years	$179.94
	After 7 Years	$205.65
	After 8 Years	$231.35
	After 9 Years	$257.06
	After 10 Years	$282.76
	After 11 Years	$308.47
	After 12 Years	$334.18
	After 13 Years	$359.88
	After 14 Years	$385.59
	After 15 Years	$411.29
	After 16 Years	$437.00
	After 17 Years	$462.70
	After 18 Years	$488.41
	After 19 Years	$514.12
	After 20 Years	$539.82
	After 21 Years	$565.53
	After 22 Years	$591.23
	After 23 Years	$616.94
	After 24 Years	$642.65
	After 25 Years	$668.35
	After 26 Years	$694.06
	After 27 Years	$719.76
	After 28 Years	$745.47
	After 29 Years	$771.17

Effective 1/21/09

Step 2	Bi-Weekly	$5,293.98
	After 1 Year	$52.94
	After 2 Years	$79.41
	After 3 Years	$105.88
	After 4 Years	$132.35
	After 5 Years	$158.82
	After 6 Years	$185.29
	After 7 Years	$211.76
	After 8 Years	$238.23
	After 9 Years	$264.70
	After 10 Years	$291.17
	After 11 Years	$317.64
	After 12 Years	$344.11
	After 13 Years	$370.58
	After 14 Years	$397.05
	After 15 Years	$423.52
	After 16 Years	$449.99
	After 17 Years	$476.46
	After 18 Years	$502.93
	After 19 Years	$529.40
	After 20 Years	$555.87
	After 21 Years	$582.34
	After 22 Years	$608.81
	After 23 Years	$635.28
	After 24 Years	$661.75
	After 25 Years	$688.22
	After 26 Years	$714.69
	After 27 Years	$741.16
	After 28 Years	$767.63
	After 29 Years	$794.10

Appendix "A(5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) Before 1/1/98 who had been Promoted to the Rank of Police Lieutenant (Job Specification 2615) Before 1/1/93

Effective 1/21/09

Step 3	Bi-Weekly	$5,641.69
	After 1 Year	$56.42
	After 2 Years	$84.63
	After 3 Years	$112.83
	After 4 Years	$141.04
	After 5 Years	$169.25
	After 6 Years	$197.46
	After 7 Years	$225.67
	After 8 Years	$253.88
	After 9 Years	$282.08
	After 10 Years	$310.29
	After 11 Years	$338.50
	After 12 Years	$366.71
	After 13 Years	$394.92
	After 14 Years	$423.13
	After 15 Years	$451.34
	After 16 Years	$479.54
	After 17 Years	$507.75
	After 18 Years	$535.96
	After 19 Years	$564.17
	After 20 Years	$592.38
	After 21 Years	$620.59
	After 22 Years	$648.79
	After 23 Years	$677.00
	After 24 Years	$705.21
	After 25 Years	$733.42
	After 26 Years	$761.63
	After 27 Years	$789.84
	After 28 Years	$818.05
	After 29 Years	$846.25

Appendix "A(6)"
Salary Ranges for Individuals Promoted to the Rank of Detective Lieutenant
(Job Specification 2616) on or After 1/1/98

Effective 1/21/03

	Bi-Weekly	Annual
Det. Lt. Rate	$4,164.19	$108,268.94

Effective 1/21/04

	Bi-Weekly	Annual
Det. Lt. Rate	$4,320.35	$112,329.10

Effective 1/21/05

	Bi-Weekly	Annual
Det. Lt. Rate	$4,471.56	$116,260.56

Effective 1/21/06

	Bi-Weekly	Annual
Det. Lt. Rate	$4,605.71	$119,748.46

Effective 1/21/07

	Bi-Weekly	Annual
Det. Lt. Rate	$4,743.88	$123,340.88

Effective 1/21/08

	Bi-Weekly	Annual
Det. Lt. Rate	$4,933.64	$128,274.64

Effective 1/21/09

	Bi-Weekly	Annual
Det. Lt. Rate	$5,130.99	$133,405.74

Appendix "A(6)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) on or After 1/1/98

Effective 1/21/03

Step 1	Bi-Weekly	$4,164.19
	After 1 Year	$41.64
	After 2 Years	$62.46
	After 3 Years	$83.28
	After 4 Years	$104.10
	After 5 Years	$124.93
	After 6 Years	$145.75
	After 7 Years	$166.57
	After 8 Years	$187.39
	After 9 Years	$208.21
	After 10 Years	$229.03
	After 11 Years	$249.85
	After 12 Years	$270.67
	After 13 Years	$291.49
	After 14 Years	$312.31
	After 15 Years	$333.14
	After 16 Years	$353.96
	After 17 Years	$374.78
	After 18 Years	$395.60
	After 19 Years	$416.42
	After 20 Years	$437.24
	After 21 Years	$458.06
	After 22 Years	$478.88
	After 23 Years	$499.70
	After 24 Years	$520.52
	After 25 Years	$541.34
	After 26 Years	$562.17
	After 27 Years	$582.99
	After 28 Years	$603.81
	After 29 Years	$624.63

Effective 1/21/04

Step 1	Bi-Weekly	$4,320.35
	After 1 Year	$43.20
	After 2 Years	$64.81
	After 3 Years	$86.41
	After 4 Years	$108.01
	After 5 Years	$129.61
	After 6 Years	$151.21
	After 7 Years	$172.81
	After 8 Years	$194.42
	After 9 Years	$216.02
	After 10 Years	$237.62
	After 11 Years	$259.22
	After 12 Years	$280.82
	After 13 Years	$302.42
	After 14 Years	$324.03
	After 15 Years	$345.63
	After 16 Years	$367.23
	After 17 Years	$388.83
	After 18 Years	$410.43
	After 19 Years	$432.04
	After 20 Years	$453.64
	After 21 Years	$475.24
	After 22 Years	$496.84
	After 23 Years	$518.44
	After 24 Years	$540.04
	After 25 Years	$561.65
	After 26 Years	$583.25
	After 27 Years	$604.85
	After 28 Years	$626.45
	After 29 Years	$648.05

Appendix "A(6)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) on or After 1/1/98

Effective 1/21/05

Step 1	Bi-Weekly	$4,471.56
	After 1 Year	$44.72
	After 2 Years	$67.07
	After 3 Years	$89.43
	After 4 Years	$111.79
	After 5 Years	$134.15
	After 6 Years	$156.50
	After 7 Years	$178.86
	After 8 Years	$201.22
	After 9 Years	$223.58
	After 10 Years	$245.94
	After 11 Years	$268.29
	After 12 Years	$290.65
	After 13 Years	$313.01
	After 14 Years	$335.37
	After 15 Years	$357.72
	After 16 Years	$380.08
	After 17 Years	$402.44
	After 18 Years	$424.80
	After 19 Years	$447.16
	After 20 Years	$469.51
	After 21 Years	$491.87
	After 22 Years	$514.23
	After 23 Years	$536.59
	After 24 Years	$558.95
	After 25 Years	$581.30
	After 26 Years	$603.66
	After 27 Years	$626.02
	After 28 Years	$648.38
	After 29 Years	$670.73

Effective 1/21/06

Step 1	Bi-Weekly	$4,605.71
	After 1 Year	$46.06
	After 2 Years	$69.09
	After 3 Years	$92.11
	After 4 Years	$115.14
	After 5 Years	$138.17
	After 6 Years	$161.20
	After 7 Years	$184.23
	After 8 Years	$207.26
	After 9 Years	$230.29
	After 10 Years	$253.31
	After 11 Years	$276.34
	After 12 Years	$299.37
	After 13 Years	$322.40
	After 14 Years	$345.43
	After 15 Years	$368.46
	After 16 Years	$391.49
	After 17 Years	$414.51
	After 18 Years	$437.54
	After 19 Years	$460.57
	After 20 Years	$483.60
	After 21 Years	$506.63
	After 22 Years	$529.66
	After 23 Years	$552.69
	After 24 Years	$575.71
	After 25 Years	$598.74
	After 26 Years	$621.77
	After 27 Years	$644.80
	After 28 Years	$667.83
	After 29 Years	$690.86

Appendix "A(6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) on or After 1/1/98

Effective 1/21/07

Step 1	Bi-Weekly	$4,743.88
	After 1 Year	$47.44
	After 2 Years	$71.16
	After 3 Years	$94.88
	After 4 Years	$118.60
	After 5 Years	$142.32
	After 6 Years	$166.04
	After 7 Years	$189.76
	After 8 Years	$213.47
	After 9 Years	$237.19
	After 10 Years	$260.91
	After 11 Years	$284.63
	After 12 Years	$308.35
	After 13 Years	$332.07
	After 14 Years	$355.79
	After 15 Years	$379.51
	After 16 Years	$403.23
	After 17 Years	$426.95
	After 18 Years	$450.67
	After 19 Years	$474.39
	After 20 Years	$498.11
	After 21 Years	$521.83
	After 22 Years	$545.55
	After 23 Years	$569.27
	After 24 Years	$592.99
	After 25 Years	$616.70
	After 26 Years	$640.42
	After 27 Years	$664.14
	After 28 Years	$687.86
	After 29 Years	$711.58

Effective 1/21/08

Step 1	Bi-Weekly	$4,933.64
	After 1 Year	$49.34
	After 2 Years	$74.00
	After 3 Years	$98.67
	After 4 Years	$123.34
	After 5 Years	$148.01
	After 6 Years	$172.68
	After 7 Years	$197.35
	After 8 Years	$222.01
	After 9 Years	$246.68
	After 10 Years	$271.35
	After 11 Years	$296.02
	After 12 Years	$320.69
	After 13 Years	$345.35
	After 14 Years	$370.02
	After 15 Years	$394.69
	After 16 Years	$419.36
	After 17 Years	$444.03
	After 18 Years	$468.70
	After 19 Years	$493.36
	After 20 Years	$518.03
	After 21 Years	$542.70
	After 22 Years	$567.37
	After 23 Years	$592.04
	After 24 Years	$616.71
	After 25 Years	$641.37
	After 26 Years	$666.04
	After 27 Years	$690.71
	After 28 Years	$715.38
	After 29 Years	$740.05

Appendix "A(6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Lieutenant (Job Specification 2616) on or After 1/1/98

Effective 1/21/09

Step 1	Bi-Weekly	$5,130.99
	After 1 Year	$51.31
	After 2 Years	$76.96
	After 3 Years	$102.62
	After 4 Years	$128.27
	After 5 Years	$153.93
	After 6 Years	$179.58
	After 7 Years	$205.24
	After 8 Years	$230.89
	After 9 Years	$256.55
	After 10 Years	$282.20
	After 11 Years	$307.86
	After 12 Years	$333.51
	After 13 Years	$359.17
	After 14 Years	$384.82
	After 15 Years	$410.48
	After 16 Years	$436.13
	After 17 Years	$461.79
	After 18 Years	$487.44
	After 19 Years	$513.10
	After 20 Years	$538.75
	After 21 Years	$564.41
	After 22 Years	$590.06
	After 23 Years	$615.72
	After 24 Years	$641.37
	After 25 Years	$667.03
	After 26 Years	$692.68
	After 27 Years	$718.34
	After 28 Years	$743.99
	After 29 Years	$769.65

APPENDIX "B"

USE OF ACCRUED COMPENSATORY TIME

Police Lieutenants will be eligible, subject to limitations contained in the Memorandum of Agreement to bank up to 450 hours of compensatory time during any calendar year. Individual compensatory time banks may be designated in the even numbered pay periods of each year. Such designations are to be processed through the Facility Commanding Officer.

Time off may be taken against the compensatory time bank as follows:

1. Ordinary Compensatory Time

   When a Lieutenant desires time off, he must request the time no less than two weeks nor more than four weeks in advance. His request must be submitted to the Facility Commanding Officer in writing. The Commanding Officer will verify that the Lieutenant has sufficient time in his bank, determine if approval will adversely affect the tour or tours of duty involved.

   If approved by the Facility Commanding Officer, the time off is not to be canceled without the personal approval of the Superintendent of Police.

2. Time Off Limitations

   The Port Authority guarantees that up to two Lieutenants will be granted compensatory time off each day. Where the daily quota has not been met, compensatory time will be granted up to 24 hours before the start of the tour in question provided no overtime costs are incurred as a result of the late request.

APPENDIX C

This Appendix applies whenever there are fewer than eight hours between the consecutive overtime hours worked and the next scheduled tour of duty.

Work twelve (12) hours overtime	- If not required for Court Appearance, the Police employee has the option to work his regular tour or take eight (8) hours Compensatory Time.
Work thirteen (13) hours overtime	- To be excused with pay one (1) hour and charged seven (7) hours Compensatory Time.
Work fourteen (14) hours overtime	- To be excused two (2) hours with pay and charged six (6) hours Compensatory Time.
Work fifteen (15) hours overtime	- To be excused three (3) hours with pay and charged five (5) hours Compensatory Time.
Work sixteen (16) hours overtime	- To be excused four (4) hours with pay and charged four (4) hours Compensatory Time.

APPENDIX D

VACATIONS

I. POLICIES

A. Vacations for Port Authority Police Lieutenants are based on the assumption that they contribute to the good health and well being of the staff and are, therefore, mutually beneficial to the employee and the organization.

B. Police Lieutenants receive vacations of up to 29 days yearly, depending on length of police service.

C. Police Lieutenants cited for performing services beyond normal expectations and receiving either the Medal of Honor, the Howard S. Cullman Distinguished Service Medal, the Distinguished Service Medal, the Police Commendation Medal, or the Meritorious Police Duty Medal receive extra days of vacation as specified in Attachment B to this Appendix D.

D. The Human Resources Director may, with the approval of the Executive Director, modify vacation policies to fit the requirement of an unusual situation.

II. OPERATING RULES

A. Attachment A, "Operating Rules - Vacations" outlines the operating rules for the administration of the vacation program.

B. Attachment B, Vacation Allowance Table, shows the specific vacation allowances for Police Employees during their first year of employment, in subsequent years, and upon termination of employment. It also covers extra vacation days authorized for Lieutenants awarded medals.

APPENDIX D

ATTACHMENT "A"

OPERATING RULES - VACATIONS

I. VACATION SCHEDULING

A. Vacation scheduling for Police will be handled in accordance with instructions issued by the Superintendent of Police.

II. VACATION ELIGIBILITY IN CONNECTION WITH LEAVE OF ABSENCE

For the year in which an ordinary, maternity, or long term military leave begins, an employee is entitled to vacation allowance equivalent to that for terminating employees shown in Part II of Attachment B plus any vacation days carried over from previous years. After subtracting vacation already taken, the balance is taken before the leave begins. If the employee has already taken vacation days in excess of his allowance for the year, their value is subtracted from his last paycheck before the leave begins. However, if at the time the leave begins, vacation has been taken in excess of vacation due in accordance with a facility or unit vacation schedule published at the start of a calendar year, no adjustments in the final salary check will be made provided that the employee did not initiate a change in his assigned vacation via a mutual swap or special request. Employees returning from ordinary, maternity, or long term military leave of absence in a calendar year other than that in which their leave commenced will be entitled to a vacation allowance, for that year only as shown in Part III of Attachment B.

III. Vacation days taken in any year shall be charged first, against any accrued normal vacation carried over from the prior year, and second, against the current year's normal vacation allowance.

IV. VACATION IN CONNECTION WITH SICK LEAVE

A. If an employee falls ill after starting his scheduled vacation, the period of his illness during his vacation cannot be charged as a sick absence. However, if an employee is hospitalized for one night or more while on vacation, only the days of hospitalization should be charged as sick absence time. Should questions arise regarding application of this policy, the Human Resources Department should be consulted.

B. If an employee's sick absence starts before a scheduled vacation, the time absent due to illness should be charged as sick absence provided the employee returns to work at the end of his illness before starting his vacation.

C. An employee who is absent for an extended period because of illness and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. The Superintendent of Police will recommend to the Human Resources Director the appropriate action to be taken in such cases.

D. Following an extended period of absence because of illness (other than the first occasion of absence due to each injury incurred in the line of duty and injuries incurred in the line of duty after the execution of the Memorandum of Agreement (1996-2003) which are exempt from consideration for purposes of Repeated and Excessive Absence discipline under Appendix "L", annexed hereto and the days of absence of such occasions) which totals a minimum of 30 cumulative work days lost within any 12 consecutive month period, one (1) day of vacation allowance may be forfeited for each 10 work days of absence.

Vacation days forfeited shall be taken as follows: absences beginning and ending in a single calendar year shall only have vacation days forfeited from the calendar year in which the absence occurs; absences which begin in one calendar year and continue into a successor calendar year shall have vacations days forfeited based upon the entire period of absence, first from the calendar year in which the absence began and, if the Police Lieutenant's remaining vacation allowance for that year is insufficient to satisfy the forfeiture, then the remainder of the forfeiture shall be taken from the calendar year in which the absence ended.

V. VACATION CARRYOVER

A. Vacation must be taken in the year in which it is earned, unless special permission for carryover of vacation allowance from the year earned to the following year is granted by the Human Resources Director. Such permission must be obtained prior to the end of the year in which the vacation is earned. No employee may carry over to a succeeding year more than one full year's vacation allowance. The Superintendent of Police may authorize carryover of vacations of five days or less.

B. In determining the amount of vacation which may be carried over to a succeeding year, a continuous period of vacation begun before the end of one calendar year which extends into the succeeding calendar year shall be considered to have been taken in its entirety during the calendar year in which it was begun.

C. The provisions of Paragraphs A and B above shall apply to unused vacation days at the end of any calendar year which have accumulated as a result of illness or injury.

VI. LENGTH OF SERVICE IN CONNECTION WITH VACATION

A. Length of service is determined as follows in computing vacation allowance:

1. All periods of authorized absence with pay are included.

2. All time on military leave and sick leave, with or without pay, is included.

3. Time on leave of absence without pay in excess of one month is not included.

4. If an individual is separated because of reduction in force and is re-employed within one year of the date of separation and his service prior to separation, is included.

5. If an individual is re-employed after a separation of more than one year due to reduction in force, or after dismissal or resignation, his service prior to such separation, dismissal or resignation is not included, unless specifically approved by the Human Resources Director.

6. Service as a full-time temporary employee is included, provided there is no interruption in employment exceeding five calendar days at the time his status is changed to project or permanent employee.

VII. VACATION ALLOWANCES ON SEPARATION - POLICE EMPLOYEES

A. 1. Vacation allowances on separation will be reduced by any vacation taken in the calendar year in which separation occurs, unless such days were carried over from a previous year.

2. A member of the Police Force who is separated in good standing will be entitled to full credit for any unused vacation carried forward from a previous year under the provisions of Paragraph V, above. Any vacation carried forward from a previous year and taken prior to separation will not be considered in determining vacation allowance on separation.

B. A member of the Police Force in good standing who has had at least nine months' service and who is separated for such reasons as reduction in force, death, or retirement will be granted his full vacation allowance for the calendar year in which his services terminate, regardless of his termination date.

C. A member of the Police Force in good standing who is separated for any reason before the completion of nine months' service, or who is discharged for cause, including resignation under charges, is not eligible for vacation allowance on separation.

D. A member of the Police Force absent without pay for more than thirty consecutive days during a year, with the exception of absence while on military leave, shall have his succeeding vacation allowance reduced by 1/12 for each 30 consecutive days of such absence.

ATTACHMENT B

APPENDIX D
VACATION ALLOWANCE TABLE

I. Annual Vacation Allowance

The following schedule will apply to Police Employees except as provided in Parts II, III and IV hereof.

Anniv. Date	Year of Employment	Anniversary Year 1st	2nd	3rd	4th	5th
Jan. 1 — Feb. 14	18	18	23	23	28	28
Feb. 15 — Apr. 15	16	18	22	23	27	28
Apr. 16— June 15	14	18	21	23	26	28
June 16 — July 15	10	18	21	23	26	28
July 16— Sept. 15	8	18	20	23	25	28
Sept 16—Nov. 15	6	18	18	23	24	28
Nov. 16-Dec. 15	3	18	18	23	24	28
Dec. 16-Dec. 31	1	18	18	23	23	28

II. On Termination (also see part VII of Attachment A)

If the month of Termination is:	And the Police Employees Standard Vacation allowance is:*		
	18 days	23 days	28 days
January	1	2	2
February	4	4	5
March	5	6	7
April	6	8	9
May	7	9	11
June	10	12	13
July	11	14	17
August	12	15	19
September	13	17	21
October	16	20	24
November	17	21	26
December	18	23	28

*Police Employees with vacation allowances not shown (e.g., 0-18 days, 18-23 days, 23-28 days) use the following formula:

$$\text{Vacation Allowance} \times \frac{\text{No. of months worked since Jan. 1 of current year}}{12} = \text{Vacation Allowance on Termination}$$

Parts are rounded to the nearest whole (3.43 = 3, 3.54 = 4)
Half days are rounded to next higher day (e.g. 3.5 = 4)

III. Police Employees Returning from Leave of Absence

If the month of Return is:	And the Police Employee's Standard Vacation allowance is:**		
	18 days	23 days	28 days
January	18	23	28
February	17	21	26
March	16	19	24
April	13	17	21
May	12	16	19
June	11	14	17
July	10	12	15
August	7	9	13
September	6	8	11
October	4	6	9
November	3	4	7
December	0	2	5

** For Police Employees with vacation allowance not shown (e.g., 0-18, 18-23, 23-28 days), use the following formula:

$$\text{Vacation Allowance} \times \frac{\text{No. of months which will be worked to Dec. 31 of current year}}{12} = \text{Vacation Allowance}$$

Rounding of parts will be done in the same way as in paragraph II above.

IV. Extra Vacation Allowance

Holders of the awards shown below, with the exception of the Meritorious Police Duty Medal, will receive the extra vacation allowance indicated beginning in the year in which the medal is awarded. Upon termination, medal holders will receive full value for those vacation days for the

year in which the separation occurs with the exceptions noted in Part VII. Section C, of Attachment A.

A. All Employees Awarded:	Receive Extra Days of Vacation as Follows:
The Medal of Honor	3
The Howard S. Cullman Distinguished Service Medal	3
The Distinguished Service Medal	2
The Police Commendation Medal	1
The Meritorious Police Duty Medal	1***

*** Holders of this award receive one extra day vacation during the twelve-month (12) period following the award ceremony.

B. Service Award:

Employees who have on or after January 1, 2000, attained twenty-five (25) years or more service with the Port Authority shall be granted one (1) additional vacation day annually and it is hereby resolved that prior PATH service shall qualify as service credit in determining an employee's entitlement to the additional vacation day.

SICK LEAVE

I. Policy

This instruction covers all Port Authority permanent, probationary and annual employees except Service C employees included in the Sick Leave Bank Plan. (NOTE: A Temporary Operating Instruction on the Sick Leave Bank Plan was issued effective July 1, 1968. The Sick Leave Bank Plan covers all Service C employees, except those employees whose positions are represented by an authorized employee organization which has, pursuant to a memorandum of understanding, elected coverage under a different available sick leave plan.)

A. General

1. Employees who have completed at least three months of service in a status other than temporary may be granted sick leave with pay, in accordance with the schedule of allowances below, because of sickness or disability incurred not in line of duty.

2. Employees injured while participating in a Port Authority sponsored activity which causes them to lose time from work are compensated for this lost time under the schedule of allowances.

3. For the purpose of administering this policy, the work week for all employees is considered to be a seven-day period beginning at 12:01 A.M. on Sunday and ending at 12:00 Midnight Saturday.

B. Schedule of Allowances

The following schedule of allowances applies to each separate period of sickness or disability:

Length of Service	Weeks at Full Pay	Weeks at Half Pay
Less than 3 months	None	None
3 months but less than 1 year	1 (5 days)	2 (10 days)
1 year but less than 2 years	2 (10 days)	4 (20 days)
2 years but less than 5 years	4 (20 days)	8 (40 days)
5 years but less than 10 years	8 (40 days)	18 (90 days)
10 years and over	13 (65 days)	39 (~~145~~ 185 days)

Special consideration may be given by the Personnel Director to employees with fifteen years of service or more.

C. Determination of Length of Service

Length of service is determined as follows in computing sick leave allowances:

1. Periods of authorized absence with pay is included.

2. All time on military leave and sick leave is included.

3. Time on leave of absence in excess of one month is not included.

4. If an individual is separated because of reduction of force and is re-employed within one year of the date of separation, his service prior to separation is included.

5. If an individual is re-employed after separation of more than one year due to reduction of force, or after dismissal or resignation, his services prior to such separation, dismissal or resignation are not included.

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6. Service as a full-time temporary employee is ~~not~~ included, provided there no interruption in employment exceeding five calendar days at the time his status is changed to annual or permanent employment.

II. Procedure

A. Sick leave up to the full amount indicated in the schedule may be authorized by department heads.

B. In cases where, in the judgment of the department head concerned, the sick leave allowance should be less than the full amount indicated in the schedule, appropriate recommendations are submitted by the department head to the Personnel Director for approval.

C. In cases where the period of sickness or disability continues beyond the time covered in the schedule, and where sick leave allowance in excess of the schedule is considered appropriate by the department head, recommendation for such allowance is submitted to the Personnel Director by memorandum setting forth the pertinent facts of the case with a completed Employee Payroll Notice, form PA 87. The Personnel Director and, where appropriate, the Medical Director investigates all such cases, and if the

recommendation is approved by the Personnel Director for the Executive Director, such approval is noted on the abstract of Personnel Changes which is submitted monthly to the Committee on Operations.

At the end of the period of sick leave with full pay, or half pay, the name of the employee on sick leave is included on Departmental Payroll Payment Authority, form PA 688, submitted by the department concerned to effect the reduction in pay. Particular care is taken to see that this is done at the proper time, since failure to take this action results in over-payment.

APPENDIX "F"

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
DIRECTOR OF ADMINISTRATION
POLICE DIVISION INSTRUCTION

P.D.I. 2-9
SICK LEAVE POLICY
JULY 1976
REVISED MARCH 1988
REVISED JUNE 1998

I. INTRODUCTION

It is the purpose of this instruction to establish the policy and procedures to be used by the Facility Police Commanding Officer in reviewing individual sick leave performance of all police personnel, as well as to provide the means for an evaluation and counseling of those individual cases requiring special attention.

II. STANDARDS FOR SICK ABSENCES

1. A. The standards for sick absences are:

   1. No sick absences in 12 months - Above Standard
   2. One to Four separate sick absences in 12 months - Standard
   3. Five or more separate sick absences in 12 months - Below Standard

   B. All sick absences, including less than full tour absences, doctor's note, and excused by Office of Medical Services absences, will count in the determining of the number of occasions.

III. REVIEWS

A. Each month the Facility Police Commanding Officer will conduct a review of the sick leave performance of all members of his command, for the preceding 12 months.

B. When a member of the force reaches three occasions of sick absence in a twelve month period, the Facility Police Commanding Officer will conduct a review of the individual's sick record for the previous 24 month period. The review will include all occasions of sick absence, the number of tours and less than full tours of sick absence, medical problems related to the absences and other related data which will aid in reviewing the total record of the person.

C. The Facility Police Commanding Officer will interview the individual to obtain additional information and to counsel him on his performance. A memorandum recording the results of the review and the interview will be placed in the employee's facility file.

D. When a member of the force reaches four occasions of sick absence in a 12 month period, the Facility Police Commanding Officer will again interview the individual. The individual at this time will be advised that a future sick absence within the 12 month period may result in a recommendation that he be placed on Half-Pay Doctor's Note Status. A memorandum recording the results of the review and the interview will be placed in the employee's facility file.

E. When the sick leave performance of a member of the force goes below standard, the Facility Police Commanding Officer will conduct a review of the individual's sick record. The individual will be interviewed and based on an evaluation of all relevant data, the Facility Police Commanding Officer may recommend that the individual be placed on a Half-Pay Doctor's Note Status for 6 months.

IV. CHANGES IN SICK LEAVE STATUS

A. Half-Pay Doctor's Note Status

1. A recommendation may be made to place a member of the force on Half-Pay Doctor's Note Status after a review of his sick leave record has been completed and the individual has been interviewed and counseled as specified in paragraph III, above. The procedure outlined in Appendix A of this P.D.I. will be used to recommend placement of an individual on Half- Pay Doctor's Note Status.

2. An individual on Half-Pay Doctor's Note Status, who supplies a letter or note from his doctor that he attended the individual during the period of sick leave involved, or who takes time off for sick leave on the advice of the Port Authority Office of Medical Services, will receive 1/2 pay for such absence, provided he presents the doctor's letter or note to his Facility Police Commanding Officer upon his return to duty. If a note is not presented, the individual will receive no pay for the sick absence.

B. No-Pay Status

1. When a review of the sick leave record of an individual on a Half-Pay Doctor's Note Status shows no improvement and continues Below

V. TO REDUCE PAY

When a member of the force on less-than-half-pay status is absent on sick leave, the Facility Police Commanding Officer, after complying with the provisions outlined above, will notify the Inspector-Operations by telephone of his recommendations, in accordance with Appendix C.

APPENDIX A

PROCEDURE FOR CHANGING THE SICK PAY STATUS MEMBER OF THE FORCE TO A LESS THAN FULL PAY STATUS

A. After fulfilling the requirements of the P.D.I., a Facility Commanding Officer who wishes to recommend a change in Sick Pay Status will:

1. Determine if the member under review warrants a less than full pay status for sick leave in accordance with the provisions of this P.D.I.

2. Prepare a recommendation, original and four copies, to the Superintendent of Police.

3. If the Superintendent of Police disapproves the recommendation, the original copy will be retained by the Police Division and the four copies returned to the Facility Commanding Officer. If approved, the Police Division retains the original and sends four copies to the Director of Administration.

4. The Director of Administration, if he approves, retains a copy and forwards three copies to the Manager Operating Personnel Division, Personnel Department. If approved, two copies are returned to the Administrative Assistant, Police Division.

5. The Administrative Assistant will note his records and return one copy to the Facility Commanding Officer.

B. Upon receipt of this confirmation, the Facility Commanding Officer will promptly notify the individual concerned that for a period of 6 months from the date of approval by the Personnel Department, he will be in the indicated pay status for sick leave.

C. The approval procedure will also be used when recommending that an individual in a less than full pay for sick leave status be retained in that status for an additional 6 months.

P.D.I. 2-9

APPENDIX B

PROCEDURE FOR CHANGING THE SICK LEAVE STATUS OF MEMBERS OF THE FORCE

A. To restore an individual to full pay for sick leave status, the Facility Commanding Officer will forward a memorandum to the Superintendent of Police containing a recommendation to that effect for his approval. The memorandum will be in quadruplicate. If approved, the Superintendent of Police will so indicate on all copies of the recommendation. Copies will be processed as follows:

1. Two for Police Division - one for file and one for notification to the Facility Commanding Officer.

2. One for Administrative Assistant - Police Division.

3. One for Manager, Operating Personnel Division.

Upon receipt of this confirmation, the Facility Commanding Officer will promptly notify the individual concerned.

P.D.I. 2-9

APPENDIX C

IMPLEMENTING LESS THAN FULL PAY

A. When a member of the force who is in a less than full pay status is absent because of illness, the Facility Commanding Officer will:

1. Determine if the sick absence is subject to a reduction in pay in accordance with the provisions of the P.D.I.

2. If a reduction in pay is warranted, telephone notification will be made to the Inspector - Operations.

3. Inspector, Operations, will notify the Administrative Assistant, Police Division.

4. Upon receipt of the notification from the Inspector, Operations, the Administrative Assistant will cause the necessary notice to be made to the Payroll section to reduce the salary of the member of the force.

APPENDIX G

GRIEVANCE-ARBITRATION/DISCIPLINARY PROCEDURE

The Port Authority of New York and New Jersey (the "Port Authority") and the Port Authority Police Lieutenants Benevolent Association (the "Association") agree that the procedure for processing grievances with respect to the alleged violation of any provision (other than paragraph one of Section II, paragraph fourteen of Section XIX, Section XXIX, Section XXX, the second sentence of paragraph seven of Section XXXIV, and Section LII), of the Memorandum of Agreement executed by the parties on, April 12, 2005, and disciplinary charges shall be as follows:

A. Policy

Police Lieutenants shall have the right to present grievances in accordance with the procedures described herein free from interference, coercion, restraint, discrimination or reprisal. The informal resolution of differences prior to the initiation of actions under this Grievance Procedure is encouraged and desired by the Port Authority and the Association.

B. Definitions

Pursuant to the Memorandum of Agreement to which this Grievance-Arbitration/Disciplinary Procedure (Grievance Procedure) is annexed as Appendix G (which Memorandum shall hereinafter be called the "Memorandum of Agreement") and for the purposes of this Appendix:

1. Grievance. A complaint limited to the application or interpretation by the Port Authority of any provision of the Memorandum of Agreement (other than paragraph one of Section II; paragraph fourteen of Section XIX, Section XXIX, Section XXX, the second sentence of paragraph seven of Section XXXIV, and Section LII) which application or interpretation is alleged to constitute a violation of the said Memorandum of Agreement or any provision thereof; provided, however, that, notwithstanding any provision or provisions of the Memorandum of Agreement, the term "grievance" shall not include any complaint or dispute whatsoever concerning unit work irrespective of its nature and source nor any complaint or dispute whatsoever concerning any transfer of a Police Lieutenant or denial thereof irrespective of its nature and source if the Superintendent of Police declares in writing that such transfer or denial is deemed necessary for the good of the service and sets forth the reason or reasons therefor. No complaint or dispute whatsoever concerning any transfer of a Police Lieutenant or denial thereof irrespective of its nature and source shall be subject to or processed through this Grievance Procedure or submitted to arbitration if the Superintendent of Police declares in writing that such transfer or denial thereof is deemed necessary for the good of the service and sets forth the reason or reasons

therefor. No complaint or dispute concerning unit work irrespective of its nature and source shall be subject to or processed through this Grievance Procedure or submitted to arbitration but shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel pursuant to Section XXX of the Memorandum of Agreement. The processing of a complaint by the Port Authority pursuant to this procedure shall not constitute a waiver by the Authority of any defense or claim that the conduct complained of does not involve the application or interpretation of any provision of the Memorandum of Agreement.

2. **Disciplinary Charges and Specifications**: Disciplinary charges and specifications ("disciplinary charge" or "charge") filed pursuant to Document G, annexed to the Memorandum of Agreement, as modified by Section XXVII of the Memorandum of Agreement.

C. Procedure

Grievances and disciplinary charges as defined in Paragraphs 1 and 2, respectively, of B herein, shall be processed as follows:

Step One: <u>Initial Processing of Grievance</u>

A written grievance shall be submitted (via facsimile or otherwise) by the grievant on forms to be provided by the Port Authority to the Superintendent of Police or his designee on behalf of the Public Safety Department (with a copy to the Association if the President thereof or his designee is not the grievant) within thirty (30) working days of the commencement of the event which gave rise to the grievance or the date the grievant should reasonably have been expected to become aware of the event which gave rise to the grievance. If the grievance is not settled in writing within ten (10) working days of receipt of the grievance, the grievance may be appealed by the grievant to the Manager of the Labor Relations Department within fifteen (15) working days of receipt of the Step One response. Any such appeal shall be in writing and state the grounds therefor. If no Step One response is received within the specified time, the grievance shall be advanced to Step Two without further action by the grievant.

Step Two: <u>Appeal of Grievance</u>

The Manager, Labor Relations Department, shall issue a written determination of an appeal from Step One within twenty (20) working days after the receipt of such appeal, setting forth the reasons for his determination. Any unsettled grievance may be appealed to arbitration as set forth in Step Three.

Step Three: <u>Arbitration</u>

(a) **Disciplinary Charges**: A disciplinary charge shall be considered automatically submitted to arbitration at the time of service of the charge. Within twenty (20) working days of service of the Disciplinary Charge, the Port Authority shall notify the designated representative of the American Arbitration Association at their

then current address, by the filing of a Demand for Arbitration, with a copy of the demand provided to the Association. The process for selecting the arbitrator shall begin upon the filing of the demand and shall proceed in accordance with the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association.

(b) Except as otherwise provided in Appendix "J" annexed to the Memorandum of Agreement, the President of the Association or his designee shall have the exclusive right to refer to arbitration any unsettled grievance with respect to the application or interpretation by the Port Authority of any provision of the Memorandum of Agreement (other than paragraph one of Section II, paragraph fourteen of Section XIX, Section XXIX, Section XXX, the second sentence of paragraph seven of Section XXXIV, and Section LII) which application or interpretation is alleged to constitute a violation of the said Memorandum of Agreement or any provision thereof by serving written notice in duplicate on the Manager of the Labor Relations Department or his designee, not later than twenty (20) working days following receipt of the Step Two determination; provided, however, that, notwithstanding any provision or provisions of the Memorandum of Agreement, the term "grievance" shall not include any complaint or dispute whatsoever concerning unit work irrespective of its nature and source nor any complaint or dispute whatsoever concerning any transfer of a Police Lieutenant or denial thereof irrespective of its nature and source if the Superintendent of Police declares in writing that such transfer or denial is deemed necessary for the good of the service and sets forth the reason or reasons therefor. No complaint or dispute whatsoever concerning any transfer of a Police Lieutenant or denial thereof irrespective of its nature and source shall be subject to or processed through this Grievance Procedure or submitted to arbitration if the Superintendent of Police declares in writing that such transfer or denial thereof is deemed necessary for the good of the service and sets forth the reason or reasons therefor. No complaint or dispute concerning unit work irrespective of its nature and source shall be subject to or processed through this Grievance Procedure or submitted to arbitration but shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel pursuant to Section XXX of the Memorandum of Agreement.

(c) If the President of the Association demands to refer a grievance to arbitration, he shall do so by filing a Demand for Arbitration with the Manager of the Labor Relations Department and the designated representative of the American Arbitration Association at its then current address, or, in the case of a grievance by the Port Authority pursuant to Appendix "J", upon filing of a written notice of a demand to refer the grievance to arbitration with the President of the Association and the designated representative of the American Arbitration Association at its then current address, an arbitrator shall be selected in accordance with the then effective Voluntary Labor Arbitration Rules of the American Arbitration Association from its Labor Panel.

(d) The arbitrator shall not have the power to add to, subtract from or modify the provisions of the Memorandum of Agreement and shall confine his decision solely to the interpretation and application of the Memorandum of Agreement. He shall confine himself to the precise issue presented for arbitration and shall have no authority to determine any other issues not so presented to him nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

(e) The decision or award or relief afforded by the arbitrator shall be final and binding upon the Port Authority, the Association and the grievant (s) or charged employee(s) to the extent permitted by and in accordance with applicable law and the Memorandum of Agreement.

(f) All fees and expenses of the American Arbitration Association and the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. However, if none of the disciplinary charges against a Police Lieutenant are sustained by the Arbitrator, then the Port Authority shall pay reasonable counsel fees at the rates set forth in the Section of this Memorandum of Agreement entitled "Non-Civil Charges or Complaints" for the defense of the Police Lieutenant in the arbitration.

(g) The Port Authority shall select the court reporters and arrange for their attendance. The Port Authority and Association shall divide equally the costs of the transcript for the arbitrator, court reporter fees and court reporter expenses. Each party shall be responsible for the cost of their own transcript (s).

(h) The arbitrator shall issue his decision as soon as possible after the close of the hearing. The arbitrator shall be bound by the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association. The hearing will be located alternately, between Police Headquarters and the Association Office.

(i) The settlement or award or relief upon a grievance may or may not be retroactive as the equities of each case demand but in no event shall such resolution be retroactive to a date earlier than the date the grievance was first submitted or the date the grievance occurred.

(j) Grievance resolutions or decisions at Steps One and Two shall not constitute a precedent in any arbitration or other proceeding.

D. Representation

1. The grievant is entitled to Association representation at any grievance and arbitration meetings. The Association shall have the exclusive right to represent members in any grievance provided, however, that any grievant or group of grievants shall have the right to present his or their own grievance at Steps One and Two without representation of any kind, provided further that no resolution of a grievance shall be inconsistent with the provisions of the Memorandum of Agreement. The Association shall receive copies of written determinations and of appeals at all Steps and

may submit written comments thereon and shall have the right to be present and to offer statements at any grievance step meeting.

2. The grievant (s) and any witness (es) shall be excused from duty with pay as required for the processing of grievances, subject to the approval of the Superintendent of Police. If possible, any such request for excusal must be presented in advance, and approval thereof shall not be unreasonably withheld. Time off for Association representation purposes shall be in accordance with Limited Distribution Directive 4-05, dated April 12, 2005.

3. In the event a hearing of a disciplinary charge is scheduled to occur on the charged employee's scheduled day off (RDO), excluding RDO's falling within or concurrent to the employee's scheduled vacation period, he shall be given an RDO in place of the RDO eliminated by the scheduled hearing date. In the event the hearing date is scheduled on the charged employee's vacation day or on an RDO within or concurrent to a scheduled vacation the hearing for that date will be adjourned.

E. **Special Provisions**

1. The term "working days" as used in this Grievance procedure shall mean calendar days exclusive of Saturdays, Sundays and public holidays.

2. The parties may mutually agree in writing, when circumstances warrant, to by-pass Step One of this Grievance Procedure.

3. The failure by the Port Authority to meet a deadline specified herein shall permit advancing the matter to the next Step. The failure of the grievant or the Association to file a grievance or an appeal within the time limit specified shall be deemed to be a resolution of the grievance.

4. All time limits contained in this procedure may be extended by mutual agreement in writing.

APPENDIX H

EXCUSED ABSENCES AND PERSONAL LEAVE

I. Introduction

This section describes the policy regarding excused absences and personal leave for permanent and probationary Police Lieutenants covered by Memorandum of Agreement.

II. Definition

A. Excused absences are any authorized absences from scheduled hours of work for which no deduction is made from the Lieutenant's compensation, and which are not attributable to vacations, holidays, sick leave, military leave, or compensatory time credited or to be earned.

B. Personal leave is any authorized absence from scheduled hours of work for which no deduction is made from the Lieutenant's compensation, and which are not attributable to vacations, holidays, sick leave, military leave, or compensatory time credited or to be earned.

III. Policy

A. Excused Absences

Port Authority management grants time off with pay to Police Lieutenants and identifies the absence as excused time under the following circumstances only:

1. Time necessary for involuntary participation in governmental proceedings such as jury duty, draft board examinations, Workmen's Compensation Board hearings, or appearing in court as a subpoenaed witness.

2. Time necessary for voting. Any eligible Lieutenant who desires to vote in a general election, primary election, special election or local election in the community where he resides, and who is required to work on the day of such election and whose hours of work are such that it will be difficult or impossible for him to vote, shall be granted two hours of excused time off to vote. Such time off shall be allowed only at the beginning or end of the Lieutenant's tour of duty as designated by his supervisor.

However, any Lieutenant who has four or more consecutive hours before or after his working hours during which polls are open will be considered to have sufficient time to vote outside of his working hours and will not, therefore, be granted excused time.

3. Time necessary because of a death in the Lieutenant's immediate family (spouse, child, parent, brother, sister, spouse's parent, other person living in the Lieutenant's home). When more than three scheduled work days are needed, the additional time must be approved by the Superintendent of Police. Absences in excess of five (5) work days for any one instance require written approval by the Personnel Director, copy to the Manager, Accounting Division.

4. Time for donating to the Port Authority Blood Bank. Any Police Lieutenant who donates blood to the Port Authority Blood Bank during his normal work schedule is granted the rest of that working day off as excused time. Any Police Lieutenant who donates blood outside his normal work schedule is granted three (3) hours of excused time, to be taken at a time mutually convenient to the Police Lieutenant and his supervisor.

5. When overtime work in excess of five and one-half hours (5 1/2) is performed by a Police Lieutenant who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four (4) consecutive hours off before the Police Lieutenant starts his next normal tour. For example, if the Police Lieutenant works from midnight until 6 A.M. and is scheduled to work the 8 A.M. to 4 P.M. tour, he receives two hours of excused time and starts his tour at 10 A.M.

6. Excused absences granted in accordance with the provisions of L.D.D. 4-05.

7. A Police Lieutenant who is scheduled to take a Police promotion examination and who is also scheduled to work the tour of duty immediately preceding the scheduled commencement of that examination shall be excused from that tour of duty.

8. Special individual situations as recommended by the Superintendent of Police and approved by the Personnel Director.

B. Personal Leave

This section describes the policy and procedure regarding personal leave for permanent and probationary Police Lieutenants covered by Memorandum of Agreement.

1. Police Lieutenants will receive up to five days of personal leave.

2. Each Police Lieutenant may, in addition to paragraph "1" herein, designate up to sixteen hours of compensatory time per annum to be converted into a maximum of two additional days of personal leave which may be taken in the year of designation. Once a Police Lieutenant has taken the maximum of sixteen hours of compensatory time converted to personal leave, the Police Lieutenant may, in addition, designate up to an additional sixteen hours of compensatory time per annum to be converted into a maximum of two additional days of personal leave which must be carried over into the following year unless paid in accordance with this Appendix "H".

3. Effective July 31, 1988, Police Lieutenants shall not have any right to take personal leave on the following days: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Thanksgiving Day.

4. Except as set forth in III B3 above, personal leave can only be denied for the following reasons: failure of essential equipment or systems where there is an urgency to restore essential services, conditions resulting from serious accidents affecting facility operations, floods, fires, disasters or other similar emergencies, high security VIP arrivals or departures, strikes, picketing, riots, demonstrations, civil disorders or other occasions when crowds may gather that are not as a result of normal operations or occurrences and threatened or actual weather conditions which could adversely affect facility operations.

5. Police Lieutenants are to submit written notice in advance for personal leave to their Commanding Officers whenever possible. (Examples used for vacation, family affair, planned event, etc.)

b. A Police Lieutenant may, at any time during the year, utilize up to sixteen hours per annum of his compensatory time as personal leave, consistent with III B.2.

c. Before or during payroll period 23 of each year, Police Lieutenants may submit a handwritten memorandum to their Commanding Officer with regard to any unused personal leave days.

i) Police Lieutenants will have the right to carry all unused personal leave days (including converted compensatory time) into each following calendar year without limitation.

ii) Police Lieutenants will have the right to be paid for all or any unused personal leave days and the same shall be paid in payroll period #25 of any year.

iii) Police Lieutenants will have the right to include in their compensatory time bank all or any of their unused personal leave days.

iv) All unused personal leave days will be carried into the following calendar year for Police Lieutenants who do not submit a handwritten memorandum during the prescribed time.

v) Police Lieutenants will be paid, upon separation from police service, for all unused personal leave days.

vi) Unused personal leave days will be accrued for payment in the year of separation on the basis of two days for each four-month period or any part thereof, to a maximum of five days, the Police Lieutenant is on the payroll in the calendar year of separation.

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
LABOR RELATIONS DEPARTMENT
3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102
(973) 792-3580
(973) 792-3596 FAX

February 17, 2005

APPENDIX H
Attachment 1

Lieutenant Louis Echavarria, Jr.
President, Port Authority Lieutenants
Benevolent Association
241 Erie St. – Rm. 226
Jersey City, NJ 07310

Dear Lieutenant Echavarria:

Upon execution, this letter agreement will be part of the Memorandum of Agreement between the Port Authority and the Port Authority Lieutenants Benevolent Association.

The parties hereby agree that in the event the Port Authority modifies the terms of AP 20-3.05 (revised January 16, 2001) – concerning Excused Absence – to include as a reason for an excused absence bereavement leave because of a death of a grandparent or domestic partner, then Appendix H of this Memorandum of Agreement shall be appropriately modified to include these aforementioned classes of persons to those groups of persons for whom Excused Absence is authorized under Paragraph III, A3 of Appendix H.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

AGREED TO:

Louis Echavarria, Jr., President
Port Authority Lieutenants Benevolent Association

APPENDIX "I"

VOLUNTARY OVERTIME ASSIGNMENT PROCEDURE FOR POLICE LIEUTENANTS

I. Policy

A. Overtime assignments will be authorized in accordance with Section XIV of the memorandum of Agreement.

This procedure shall be utilized to identify the appropriate Police Lieutenant for a voluntary overtime work assignment.

Voluntary overtime is an overtime assignment which is not ordered or which need not be assigned to a particular Police Lieutenant. Some examples of overtime which would not be governed by this procedure are overtime ordered pursuant to Section XIV, Paragraph 13, of the Memorandum of Agreement, preparation time or overtime required in connection with training, arrest, or appearances at court or before administrative bodies.

B. Selection of a Police Lieutenant for an overtime assignment will be from an overtime equalization list based on the Daily Police Timekeeping System Overtime Distribution-Year to Date computer printout updated on a daily basis, in accordance with this procedure. At the beginning of each calendar year, all Police Lieutenants shall return to zero (0) overtime hours. Overtime assignment selection on January 1 of each year will begin in accordance with seniority as a Lieutenant as defined in Document "B", Section II.

C. Police Lieutenants must express advance interest in working Regular Day off Cancellation (RDOX) or Vacation Cancellation (VACX). RDOX and VACX have equal standing under the procedure. All Lieutenants will be deemed available to Holdover (HO) and Early Call In (ECI) at their assigned facility police commands, except that Lieutenants who are available to holdover (HO) and early call in (ECI) at other than their assigned facility police commands or other locations must also express advanced interest at the Central Police Desk.

Early Call In (ECI)

An Early Call In is an overtime assignment which is adjacent to and immediately precedes and extends a Police Lieutenant's regularly scheduled tour of duty and which results in

no break in time between the conclusion of the overtime and the start of the regularly scheduled tour of duty.

Holdover (HO)

A Hold Over is an overtime assignment which is adjacent to and immediately follows and extends a Police Lieutenant's regularly scheduled tour of duty which results in no break in time between the conclusion of the regularly scheduled tour of duty and the start of the overtime assignment.

D. Police Lieutenants with the least amount of overtime shall be solicited first, subject to the procedure in Section II hereof for the assignment. In the event the Police Lieutenant with the lowest amount of overtime declines, the Police Lieutenant with the next lowest amount shall be solicited and so on, until all interested Police Lieutenants have been canvassed. If two or more Police Lieutenants have the same number of hours, the Police Lieutenant with the greatest in grade seniority will be called first. Refusals of overtime will not be considered; only overtime hours or parts thereof worked will be recorded.

E. For all newly promoted Lieutenants overtime accrued as a Sergeant or Detective Sergeant will be carried over upon promotion.

II. Procedure

A. Voluntary Overtime Assignment of four (4) hours or less

Whenever a voluntary overtime assignment for a Police Lieutenant is to be four (4) hours or less, the Commanding Officer shall fill such assignments by "HO" or "ECI" of Police Lieutenants assigned to that Facility Police Command with equalization amongst those eligible Police Lieutenants working the tour adjacent to the overtime requirement. If no Police Lieutenant is available at that Facility Police Command then the Police Lieutenant with the lowest overtime hours who has expressed advanced interest at the Central Police Desk as described in I. B. herein may cover the overtime assignment.

B. Voluntary Overtime Assignment of more than Four (4) Hours

1. Whenever a voluntary overtime assignment for a Police Lieutenant is to be for more than four (4) hours, it may be covered by RDOX, VACX, where possible, or by HO/ECI in the following sequence.
   a. Police Lieutenants assigned to that Facility Police Command, the Consolidated Police Zone Vacation Relief Position and the

Lieutenants Reserve Pool may be solicited to work on an RDOX or VACX on an overtime equalization basis.

b. Police Lieutenants who are assigned to that Facility Police Command on a HO/ECI basis.

c. Police Lieutenants on RDOX and VACX who are assigned to other Facility Police Commands.

d. Should no Lieutenant be available pursuant to the above steps then the assignment may be covered:

First: By any Police Lieutenant by HO/ECI who is assigned to other Facility Police Commands, who has expressed advanced interest, subject to overtime equalization.

Second: By any Detective Lieutenant, wherever assigned in accordance to the following sequence: RDOX or VACX, HO/ECI, expressed advanced interest, subject to overtime equalization.

Third: By any Police Lieutenant on duty outside the Consolidated Police Zone of the Facility Police Command where the assignment is located on a straight time basis with the payment of four (4) hours pay at his straight time rate in addition to his regular pay for each full tour.

2. For Purposes of this procedure Lieutenants covering a Vacation Relief Position :

a. Will first be solicited to work on an RDOX or VACX overtime equalization basis at Facility Police Commands within their Consolidated Police Zones in accordance to Appendix "I", Attachment 1.

b. All other overtime assignments of Vacation Relief Lieutenants will be pursuant to Section II, paragraph (B) (1) (c) of this section.

c. For purposes of this procedure the Lieutenants Reserve Pool Vacation Relief Lieutenant will be solicited to work on an RDOX or VACX on the same basis as a Reserve Pool Lieutenant.

3. In those instances where a voluntary overtime assignment of more than four (4) hours is filled utilizing a Lieutenant on a RDOX or VACX pursuant to this procedure the Lieutenant shall be guaranteed a minimum of eight (8) hours work.

C. For overtime assignments at other than Port Authority Facility Police Commands, the assignment shall be filled pursuant to the sequence beginning at Section II, paragraph (B) (1) (c) from among all Police Lieutenants who have expressed advanced interest subject to overtime equalization regardless of facility of assignment. Except that:

Assignments to NYC Office of Emergency Management (currently in Brooklyn, NY) and NYC Emergency Command Center (currently at One Police Plaza) shall be filled with Lieutenants assigned to Police Headquarters.

D. For the purpose of this procedure a Police Lieutenant completing an afternoon tour on a day prior to his RDO or Vacation shall be considered eligible for an RDOX or VACX on the night tour following that afternoon tour. A Police Lieutenant scheduled to work a night tour on the day following his RDO or Vacation shall be considered eligible for an RDOX or VACX on the afternoon tour of the day preceding that night tour.

E. For the purpose of this overtime procedure, a Facility Police Command shall be defined in accordance with the Position and Assignment List as contained in Document "M" of the Memorandum of Agreement.

F. If a Police Lieutenant who has in accordance with this Procedure expressed advance interest in working a voluntary overtime assignment is by passed in violation of this procedure due to an administrative misapplication of this Procedure, then the Port Authority in its sole discretion will either remunerate the Police Lieutenant (make whole) or afford the Police Lieutenant the opportunity to work an overtime assignment mutually acceptable to his Commanding Officer and himself, for the equivalent amount of hours at the equivalent rate of pay. The work opportunity shall not be a normal roll call position, but shall be a staff and/or extra operations work assignment. Whenever practicable, the equivalent overtime work assignment shall be completed during the pay period in which the violation was confirmed by the Public Safety Department. This paragraph sets forth the only remedy (s) for overtime by pass violation.

III. This Overtime Procedure shall be effective on the date of the execution of the Memorandum of Agreement.

APPENDIX "I"

ATTACHMENT 1

FACILITY EQUALIZATION CHART FOR VACATION RELIEF LIEUTENANTS

Assigned Facility Police Command	Listed in Overtime Book as:
LRP Vacation Relief	LRP
GWB	GWB/LT/PABT
PABT	PABT/GWB/LT
LGA	LGA/JFK
PATH-WTC	PATH/HT
NLIA-TETERBORO/PN-PE	NLIA/SIB

APPENDIX "J"

PROCEDURE FOR DEVELOPMENT AND APPROVAL OF VACATION RELIEF WORK CHARTS

I. GENERAL

A. Lieutenants assigned to Vacation Relief positions will be responsible for providing vacation coverage of Lieutenants within their vacation group. Each vacation group shown in Attachment 1, annexed hereto, will consist of seven (7) Lieutenants plus the Vacation Relief Lieutenant.

B. Lieutenants shall select vacations in accordance with the sequence set forth in the Police Lieutenants vacation group assignments shown on Attachment 1, annexed hereto. Once vacation picks have been established for the year they will not be changed as a result of lieutenants transferring out of a vacation group.

C. Lieutenants assigned to a facility police command may bid, in seniority rank order, to assume a vacancy within a vacation group for the selection of vacation in the following calendar year before the arrival of any newly assigned Lieutenant. A newly assigned Lieutenant may keep his assigned vacation for that year or may elect to take the vacation slot available in the group to which he is assigned. In the event more than one Police Lieutenant is permanently transferred to a facility police command on the same date, the vacancies within a vacation group will be filled utilizing seniority in accordance to Document "B", II. Definitions, A.1.

II. VACATION RELIEF WORK CHARTS

A. The yearly calendar setting forth the vacation schedule periods available for Lieutenants will be published annually in the month of September with final posting on Vacation Relief work charts by December 31.

These charts will be developed based upon the work charts of the individuals within the vacation group to be relieved. In developing these charts, for periods where there is no scheduled vacation for which relief is required, the Vacation Relief Lieutenant will be assigned a tour by the Commanding officer. Such assignments shall be to a tour of duty, which is consistent with the provisions contained in the Memorandum of Agreement.

B. If no vacation Relief Chart has been developed and implemented by January 1st the affected Vacation Relief Lieutenant will be placed into Position 3 (Work Chart #07 Day/Afternoon Tours, rotating days off) or if the affected Lieutenant is the LRP Vacation Relief Lieutenant, he will be placed into Position C (Work Chart #04, Night Tour, rotating days off). The Vacation Relief Lieutenant(s) and the LRP

Vacation Relief Lieutenant will remain in the above identified work charts until such time as the Vacation Relief Lieutenant work chart is implemented.

C. Vacation Relief work charts will be submitted to Police Headquarters for review after which copies of these work charts will be provided to the Association President for his approval. The Association President may withhold his approval only if a Vacation Relief work chart does not conform to Section XIII, Paragraphs 1 and 7 (a) and (b), Section XVI, Paragraphs 1 (a) and (b) section XVIII of the Memorandum of Agreement. Should a vacation relief work chart fail to conform to these provisions of the Memorandum of Agreement, the President shall provide the Port Authority with the specific reason(s) for withholding approval of the vacation relief work chart so that appropriate adjustments can be made to insure that the work chart conforms to the above Memorandum of Agreement requirements and can be approved and implemented. If the Port Authority believes that the work chart does not require such adjustments it shall not implement the work chart and the dispute shall be submitted by the Port Authority to expedited arbitration pursuant to Section C, Step Three of Appendix G of the Memorandum of Agreement, not withstanding the provisions of Section C, Step Three, Paragraph (a) thereof, for a determination as to whether the work chart conforms to the above requirements.

D. Once the Vacation Relief work charts have been implemented, in addition to the basis already set forth in the Memorandum of Agreement for changing work charts, a Vacation Relief work chart may be changed without payment of Schedule Change Premium (SCP) to adjust for a change in the scheduled vacation periods or tours of Lieutenants assigned to a vacation group. Examples of such changes would be the assignment of a new Lieutenant to a group during the year or a change in work charts of those assigned to the vacation group as a result of changes in squad or position of the individuals assigned to the group.

E. In the event of change, as described in Paragraph II (D) above, the Vacation Relief Lieutenant shall be required to provide vacation coverage consistent with those changes. The revised Vacation Relief work chart shall be submitted to his Commanding Officer for approval. If, following such revisions to the Vacation Relief work Chart, there are periods which do not require Vacation Relief coverage, the selection of tours to be worked by the Vacation Relief Lieutenant during periods where vacation coverage is not required will be made by the Commanding Officer at the time of his review of the revised Vacation Relief work chart. The selection of these tours of duty shall be consistent with the provision contained in this Section of the Memorandum of Agreement. A copy of the revised Vacation Relief work chart will be submitted to Police Headquarters for review after which a copy of the Vacation Relief revised work chart will be provided to the Association President for his approval on the same basis provided for in Paragraph C of this Section.

APPENDIX "J"

ATTACHMENT 1

ASSIGNMENT AND UTILIZATION OF VACATION RELIEF LIEUTENANTS

For the term of this Memorandum of Agreement and so long as the vacation relief work being performed continues to be performed by or on behalf of the Port Authority, six (6) Lieutenants shall be assigned to the following Facility Police Command Vacation Relief Positions in accordance to the Consolidated Police Zone/Lieutenants Reserve Pool Vacation Relief requirements identified below. For the term of this Memorandum of Agreement, vacation relief coverage for the positions listed herein shall continue to be provided by Vacation Relief Lieutenants assigned to the below listed Facility Police Commands.

Lieutenant Position	Assigned Facility Police Command	Provides Vacation Relief Coverage for Consolidated Police Zone
1	10 x 6 LRP (only)	10pm x 6am Lieutenants Positions at JFK, LGA, NLIA-Teterboro, HT-BP, SIB-Teleport, PATH-WTC (6). When not relieving one of the above Lieutenants for vacation, this Vacation Relief Lieutenant may be assigned to cover assignments at any Facility Police Command on the 10pm x 6am tour.
1	GWB/LT/PABT GWB	GWB Tour Commanders (3) LT Tour Commanders (3) GWB Staff Lieutenant (1) When not relieving one of the above Lieutenants for vacation, this Vacation Relief Lieutenant may be assigned to cover assignments at the GWB, LT, and PABT on the Lieutenant's scheduled tour.
1	PABT/GWB/LT PABT	PABT Tour Commanders (4) PABT Staff Lieutenant (1) 10pm x 6am Tour Commanders GWB, and LT (2). When not relieving one of the above Lieutenants for vacation, this Vacation Relief Lieutenant may be assigned to cover assignments at the PABT, LT, and GWB on the Lieutenant's scheduled tour.

Attachment 1 (continued)

Lieutenant Position	Assigned Facility Police Command	Provides Vacation Relief Coverage for Consolidated Police Zone
1	LGA/JFKIA LGA	LGA Tour Commanders (3) JFKIA Tour Commanders (3) LGA Staff Lieutenant (1) When not relieving one of the above Lieutenants for vacation, this Vacation Relief Lieutenant may be assigned to cover assignments at JFKIA or LGA on the Lieutenant's scheduled tour.
1	PATH-WTC/HT PATH	PATH-WTC Tour Commanders (3) HT-BP Tour Commanders (3) PATH-WTC Staff Lieutenant (1) When not relieving one of the above Lieutenants for vacation, this Vacation Relief Lieutenant may be assigned to cover assignments at PATH-WTC or HT-BP on the Lieutenant's scheduled tour.
1	NLIA-Teterboro-PN-PE/SIB-Tel NLIA	NLIA-Teterboro Tour Commanders (3) SIB-Teleport Tour Commanders (3) NLIA-Teterboro Staff Lieutenant (1) When not relieving one of the above Lieutenants for vacation, this Vacation Relief Lieutenant may be assigned to cover assignments at NLIA-Teterboro/PN-PE/SIB-Teleport on the Lieutenant's scheduled tour.

Vacation Relief Lieutenants shall not be eligible to receive pay equaling four hours of pay at straight time rates in addition to their regular pay for the full tour or mileage differential in connection with any assignment made consistent with the above Vacation Relief assignments. Any assignments of a Vacation Relief Lieutenant not consistent with the above vacation relief assignments shall result in the payment of four hours of pay at straight time rates in addition to their regular pay for the full tour or mileage differential in connection with any assignment made which is not consistent with the Vacation Relief Lieutenant's vacation relief work chart assignment.

When assigned to cover vacations or other assignments pursuant to the above, Vacation Relief Lieutenants are required to report at the start of the tour at the Facility Police Command where the assignment exists and to leave from that Facility Police Command at the end of the scheduled tour.

VACATION GROUPING

GROUP	POLICE FACILITY COMMAND ASSIGNED	POSITIONS COVERED/FACILITIES RELIEVED
01	GWB	Work Chart # 07: Pos. 1, 2, 3; 6x2/2x10 (GWB) Work Chart # 07: Pos. 1, 2, 3; 6x2/2x10 (LT) Work Chart # 02: Pos. A Staff 7x3 (GWB)
02	LGA	Work Chart # 07: Pos. 1, 2, 3; 6x2/2x10 (JFK) Work Chart # 07: Pos. 1, 2, 3; 6x2/2x10 (LGA) Work Chart # 02: Pos. A Staff 7x3 (LGA)
03	NLIA-Teterboro/ PN-PE/SIB-Teleport	Work Chart # 07: Pos. 1, 2, 3; 6x2/2x10 (NLIA-Teterboro) Work Chart # 07: Pos. 1, 2, 3; 6x2/2x10 (SIB-Teleport) Work Chart # 02: Pos. A Staff 7x3 (NLIA-Teterboro)
04	PABT	Work Chart # 07: Pos. 1, 2, 3; 6x2/2x10 (BT) Work Chart # 02: Pos. A Staff 7x3 (BT) Work Chart # 04: Pos. A 10x6 (BT) Work Chart # 04: Pos. B 10x6 (GWB) Work Chart # 04: Pos. A 10x6 (LT)
05	PATH-WTC	Work Chart # 07: Pos. 1, 2, 3; 6x2/2x10 (PATH-WTC) Work Chart # 07: Pos. 1, 2, 3; 6x2/2x10 (HT-BP) Work Chart # 02: Pos. A Staff 7x3 (PATH-WTC)
06	LRP (10pm x 6am ONLY)	Work Chart # 04: Pos. B 10pm x 6am (JFK) Work Chart # 04: Pos. C 10pm x 6am (LGA) Work Chart # 04: Pos. C 10pm x 6am (NLIA-Teterboro) Work Chart # 04: Pos. B 10pm x 6am (HT-BP) Work Chart # 04: Pos. B 10pm x 6am (SIB-Teleport) Work Chart # 04: Pos. B 10pm x 6am (PATH-WTC)

2004 VACATION SELECTION ORDER

LETTER	PICK
A	1
B	2
C	3
D	4
E	5
F	6
G	7
H	8

POLICE LIEUTENANT

VACATION GROUP

ANNUAL SELECTION ASSIGNMENT

LETTER ASSIGNMENT	SELECTION ROTATION								
2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
A	2	3	4	5	6	7	8	1	2
B	3	4	5	6	7	8	1	2	3
C	4	5	6	7	8	1	2	3	4
D	5	6	7	8	1	2	3	4	5
E	6	7	8	1	2	3	4	5	6
F	7	8	1	2	3	4	5	6	7
G	8	1	2	3	4	5	6	7	8
H	1	2	3	4	5	6	7	8	1

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

APPENDIX K-1

June 10, 1998

Lieutenant Louis Echavarria, Jr.
President Port Authority Police
Lieutenants Benevolent Association
241 Erie Street
Jersey City, NJ 07310

RE: CLARIFICATION OF APPLICATION OF PDI 2-6, RULE 3 AND GENERAL RULE AND REGULATION SECTION 9, RULE 3 TO INTERVIEWS OF WITNESSES.

Dear Lieutenant Echavarria:

This letter is intended to clarify the application of Section 9, Rule 3 of the Port Authority Rules and Regulations and Rule 3 of PDI 2-6 to interviews of members of the force who have been identified as witnesses in connection with an authorized investigation involving a member of the force other than the witness.

When a Lieutenant is called in for an interview based on the belief that he may have been a witness to a particular event and, at the time of the interview, it does not appear that the matter under discussion may result in disciplinary action against the Lieutenant who is being called as a witness the Lieutenant shall be so advised of these facts which require his cooperation in an authorized investigation.

The LBA acknowledges that all Lieutenants are obligated to cooperate in this type of interview pursuant to the General Rules and Regulations and failure to do so is grounds for disciplinary action against the Lieutenant. The LBA further acknowledges that a Lieutenant who is being interviewed as a witness and against whom there does not appear to exist at the time of the interview any basis for disciplinary action does not have a right to have his Association representative present during such interviews.

If, during the course of an interview with a Lieutenant who has been called as a witness, it appears that the matter under discussion may result in disciplinary action against the Lieutenant the interview shall cease and any further discussions shall be conducted subject to PDI 2-6 to include but not be limited to the reading of PDI 2-6 Rule 3 and the right to have an Association representative present before proceeding any further with the interview.

Sincerely,

Joseph Morris
Deputy Inspector
Labor Relations Unit

Concurred: Louis Echavarria Jr.

Date: July 1, 1998

Lieutenant Louis Echavarria, Jr.
President Port Authority Police
Lieutenants Benevolent Association

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

APPENDIX K-2

June 26, 1998

Lieutenant Louis Echavarria, Jr.
President Port Authority Police
Lieutenants Benevolent Association
241 Erie Street
Jersey City, NJ 07310

Dear Lieutenant Echavarria:

In connection with interviews held pursuant to Document F of the Memorandum of Agreement wherein Police Lieutenants are to be read Rule 3 and Rule 4, and in connection with waiver hearings held pursuant to Document G of the Memorandum of Agreement the parties agree:

1.

a) The Port Authority shall provide Lieutenants and the LBA with reasonable notice of an interview with a Lieutenant where the Lieutenant is to be read Rule 3 or Rule 4. At the time such notice is provided the LBA will be advised whether the Lieutenant is to be read Rule 3 or Rule 4 so as to enable the LBA to arrange for appropriate representation.

b) The LBA President shall be responsible for making arrangements for a LBA representative to be available at the interview on the scheduled date.

c) The Lieutenant has the option of using a representative designated by the LBA President to act as his/her personal representative or to utilize a person other than an individual designated by the LBA President.

d) In the event the Lieutenant elects to be represented by an individual other than a representative designated by the LBA President the LBA may elect to have a representative present at the interview as an observer only and the LBA representative shall have no right to participate therein. This limitation on participation at such interview shall not prevent the LBA from filing objections pursuant to the Memorandum of Agreement prior or subsequent to the interview with respect to the interests of the LBA and the protection of same.

e) Only one Port Authority employee shall be excused from duty for purposes of representation of a Lieutenant at such interviews. In those instances where the Lieutenant elects to be represented by a member of the force other than an individual designated by the LBA President and the individual so selected requires excused time to appear at the interview the individual selected by the Lieutenant shall be excused only for the amount of time necessary to appear at the interview. If it is necessary to provide excused time to enable an individual designated by the LBA President to appear at the interview the LBA shall be responsible to provide for the excused time by utilizing a number day or a fraction thereof pursuant to the applicable LDD. When a fraction of a number day is utilized a record will be maintained so that when an 8-hour block of excused time is reached the number day block will be reduced by 1 day.

2.

a) The Port Authority shall provide Lieutenants and the LBA with reasonable notice of a scheduled waiver hearing.

b) The LBA President shall be responsible for making arrangements for the LBA representative to be available at the waiver hearing on the scheduled date.

c) The Lieutenant has the option of using a representative designated by the LBA President to act as his/her personal representative or to utilize a person other than an individual designated by the LBA President.

d) In the event the Lieutenant elects to be represented by an individual other than a representative designated by the LBA President the LBA may elect to have a representative present at the waiver hearing as an observer only and the LBA representative shall have no right to participate therein. This limitation on participation at the waiver hearing shall not prevent the LBA from filing objections pursuant to the Memorandum of Agreement prior or subsequent to the waiver hearing with respect to the interests of the LBA and the protection of same.

Only one Port Authority employee shall be excused from duty for purposes of representation of a Lieutenant in connection with a waiver hearing. In those instances where the Lieutenant elects to be represented by a member of the force other than an individual designated by the LBA President and the individual so selected requires excused time to appear at the waiver hearing the individual selected by the Lieutenant shall be excused only for the amount of time necessary to appear at the waiver hearing. If it is necessary to provide excused time to enable an individual designated by the LBA President to appear at the waiver hearing the LBA shall be responsible to provide for the excused time by utilizing a number day or a fraction thereof pursuant to the applicable LDD. When a fraction of a Number Day is utilized a record will be maintained so that when an 8 hour block of excused time is reached the number day block will be reduced by 1 day.

Please indicate your concurrence by signing below. Upon signing please retain one copy for your records and return one signed copy to my office.

Sincerely

Joseph Morris
Deputy Inspector
Labor Relations Unit
Public Safety Department

Concurred:

Lieutenant Louis Echavarria, Jr.
President Port Authority Police
Lieutenants Benevolent Association

Date: July 1, 1998

APPENDIX L

REPEATED AND EXCESSIVE ABSENCE DISCIPLINE

Effective with the execution of the Memorandum of Agreement the following shall be applicable to disciplining a Lieutenant for Repeated and Excessive Absence:

A. This Appendix provides a progressive discipline system for Repeated and Excessive Absence. In accordance with Paragraph B. 1. below, no Lieutenant shall be subject to entering the progressive disciplinary process under this Appendix until and unless he has at least two occasions of absence and at least eighteen regularly scheduled workdays absent in a consecutive period up to nine months. In addition to the automatic exemption of certain injuries incurred in the line of duty as set forth below, the Superintendent of Police can consider the totality of the circumstances involving any absence from duty and in his sole discretion may exclude such absence(s) from the disciplinary process. The Superintendent's decision as to whether an absence is or isn't to be excluded shall be without precedental value. Absences on account of pregnancy or on account of maternity leave shall not constitute absences for purposes of establishing "repeated and excessive absence" for disciplinary action.

A Lieutenant who enters the progressive disciplinary process is subject to successive stages of discipline which provide for successively greater maximum penalties.

A Lieutenant who enters the progressive disciplinary process is also able to retreat out of it. If a Lieutenant is at a particular stage in this disciplinary process and the next subsequent charge in the process is either not brought against him or, if brought, is not sustained, then a Lieutenant shall retreat to the immediately preceding stage in the process. In this way, a Lieutenant who had entered the process may, retreat through the stages and return to the status of a Lieutenant against whom no charge of Repeated and Excessive Absence has been sustained. Such a Lieutenant shall be subject to reentering the progressive disciplinary process only as provided in Paragraph B.1. below.

B. 1. A Lieutenant who has two or more occasions of absence and a total of eighteen or more regularly scheduled workdays absent in any consecutive period up to nine months shall be subject to being charged with <u>Repeated and Excessive Absence - Stage I</u>.

However, if a Lieutenant's absence record for the period which includes the period which would otherwise be covered by that Stage I charge and the nine month period immediately preceding the first day of absence in that period is four or more

occasions of absence and a total of twenty-five or more regularly scheduled work days absent, he shall be subject to being charged instead with Repeated and Excessive Absence - Stage II.

A Lieutenant who has a Stage I charge or, as provided above, a Stage II charge against him sustained shall have thereby entered or reentered, as the case may be, the progressive disciplinary process for Repeated and Excessive Absence.

2. If a Lieutenant against whom a Stage I charge has been sustained has two or more occasions of absence and a total of twelve or more regularly scheduled work days absent in the nine month period, or any part thereof, immediately following the period covered by a sustained Stage I charge, a Lieutenant shall be subject to being charged with Repeated and Excessive Absence - Stage II.

If no Stage II charge is brought against a Lieutenant with respect to absences within the nine month period, or any part thereof, immediately following the period covered by the sustained Stage I charge, or if no Stage II charge with respect to absences within the nine month period immediately following the period covered by a sustained Stage I charge is sustained, then a Lieutenant shall retreat to the status of a Lieutenant against whom no charge of Repeated and Excessive Absence has been sustained.

3. If a Lieutenant against whom a Stage II charge has been sustained has two or more occasions of absence and a total of twelve or more regularly scheduled work days absent in the nine month period, or any part thereof, immediately following the period covered by a sustained Stage II charge, he shall be subject to being charged with Repeated and Excessive Absence - Stage III.

If no Stage III charge is brought against a Lieutenant with respect to absences which occurred within the nine month period, or any part thereof, immediately following the period covered by a sustained Stage II charge, or if no Stage III charge with respect to absences which occurred within the nine month period immediately following the period covered by a sustained Stage II charge is sustained, then for purposes of discipline for Repeated and Excessive Absence with respect to absences in the next subsequent nine month period, or any part thereof, a Lieutenant shall retreat to the status of a Lieutenant against whom a Stage I charge has been sustained.

4. If a Lieutenant against whom a Stage III charge has been sustained has two or more occasions of absence and a total of twelve or more regularly scheduled work days absent in the nine month period, or any part thereof, immediately following the period covered by a sustained Stage III charge, he shall be subject to being charged with Repeated and Excessive Absence - Stage IV.

If no Stage IV charge is brought against a Lieutenant with respect to absences within the nine month period, or any part thereof, immediately following the period covered by a sustained Stage III charge, or if no Stage IV charge with respect to absences

within the nine month period immediately following the period covered by a sustained Stage III charge is sustained, then for purposes of discipline for Repeated and Excessive Absences with respect to absences in the next subsequent nine month period, or any part thereof, a Lieutenant shall retreat to the status of a Lieutenant against whom a Stage II charge has been sustained.

5. If a Lieutenant against whom a Stage IV charge has been sustained is assessed a penalty from among temporary reduction in pay, compulsory leave of absence without pay, reduction in seniority or forfeiture of vacation rather than either dismissal from employment or transfer to a grade or title having a different type of duties or responsibilities, then if a Lieutenant has two or more occasions of absence and a total of twelve or more regularly scheduled work days absent in the nine month period, or any part thereof, immediately following the period covered by a sustained Stage IV charge, he shall be subject to being charged with Repeated and Excessive Absence - Stage IV.

If no Stage IV charge is brought against a Lieutenant with respect to absences which occurred within the nine month period, of any part thereof, immediately following the period covered by a sustained Stage IV charge, or if no Stage IV charge with respect to absences which occurred within the nine month period immediately following the period covered by a sustained Stage IV charge is sustained, then for purposes of discipline for Repeated and Excessive Absence with respect to the next subsequent nine month period, or any part thereof, a Lieutenant shall retreat to the status of a Lieutenant against whom a Stage III charge has been sustained.

C. APPLICABLE DISCIPLINARY HEARINGS AND PENALTIES

Hearings of a disciplinary charge of Repeated and Excessive Absence - Stage I, Stage II or Stage III shall be in accordance with Appendix "G" and Section XXVII of the Memorandum of Agreement.

The range of penalties for these Stages shall be:

- Stage I - up to a maximum penalty of one day compulsory leave without pay
- Stage II - up to a maximum penalty of six days compulsory leave without pay
- Stage III - up to a maximum penalty of ten days compulsory leave without pay

Hearings of and penalties for a disciplinary charge of Repeated and Excessive Absence - Stage IV shall be in accordance with Appendix "G" and Section XXVII of the Memorandum of Agreement.

In addition to the automatic exemption of certain injuries incurred in the line of duty as set forth below, the Arbitrator may consider the totality of the circumstances

surrounding the absences not automatically exempt in determining whether discipline is warranted and the penalty is appropriate.

D. ABSENCE

As used herein the term "absence" shall include all sick absences and absences due to injuries incurred in the line of duty, except for the following injuries incurred in the line of duty.

Those injuries incurred in the line of duty which directly result from:

i. Actions of a Lieutenant which arise out of, are directly related to and are in furtherance of the lawful exercise of police functions, or

ii. Criminal assault on a Lieutenant while on duty whether engaged in police action or not, or

iii. Crash, fire, rescue or other similar public safety operations, and which result in serious personal injury to a Lieutenant shall be automatically exempt from absences which may be considered for Repeated and Excessive Absence discipline.

The Superintendent of Police shall make the initial determination as to whether an absence shall be classified as "exempt" in accordance with the aforesaid. The Superintendent's determination as to whether an absence shall be classified as "exempt" may be used as precedent in subsequent proceedings under this Appendix.

The term "absence" shall not include such infractions as tardiness, being off post, A.W.O.L. and the like, and such infractions must be separately charged and specified.

"OCCASION OF ABSENCE"

To be counted, as an occasion of absence in a charge of Repeated and Excessive Absence, the occasion of absence must commence in the period covered by the charge, which period, except as provided under Paragraph B.1. above, may be any consecutive period up to, but not more than, nine months in duration.

If an occasion of absence commences but does not end in the period covered by a charge of Repeated and Excessive Absence, then the regularly scheduled work days absent attributable to that occasion of absence which are in the period covered by the charge may be used to calculate the total of days absent in the period covered by the charge and those regularly scheduled work days absent during that occasion of absence which are not in the period covered by the charge may be used to calculate the total of days absent in the immediately following period.

E. The provisions of this document shall be applicable only to events which occur after the date of execution of the Memorandum of Agreement, and no event or

absence which occurred prior to the date of execution of the Memorandum of Agreement shall be included in any area of discipline to determine if a Lieutenant is guilty of Repeated and Excessive Absence under this Appendix.

F. The Port Authority shall have the right to discipline a Lieutenant for Repeated and Excessive Absence irrespective of the standards contained in Paragraph 1 of Section II of Appendix "F", annexed to the Memorandum of Agreement.

G. No Lieutenant shall be charged with a violation of Rule 5, Paragraph 5 of "General Rules and Regulations for all Port Authority Employees" with respect to sick absences and absences due to injury incurred in the line of duty which occurs after the execution of the Memorandum of Agreement but any such charge for absences occurring after the execution of the Memorandum of Agreement shall be expressed as a violation of Repeated and Excessive Absence as indicated above.

H. The right of the Association to utilize the grievance-arbitration procedure contained in this Memorandum of Agreement shall not be diminished in any way and shall be applicable to all matters included herein.

APPENDIX M

DRUG TESTING
POLICY AND PROCEDURES

PREAMBLE

The mutual intention of the signatories to this policy is to insure that any individual subject to this Agreement who is engaged in the illegal or unauthorized use of drugs (as defined herein) shall be separated from employment with the Port Authority pursuant to the following:

POLICY

In order to investigate and detect the use of illegal drugs and the unauthorized use of: marijuana, opiates, amphetamines, cocaine and phencyclidine or their metabolites by member(s) of the Port Authority Public Safety Department (member(s)), the following procedures will become effective upon the execution of the 1991-2003 Memorandum of Agreement.

I. CONFIDENTIALITY

The results obtained from any administration of a reasonable suspicion or random drug test shall be strictly confidential: The results obtained from any such drug test shall be limited to internal administrative purposes only and shall not be divulged by the Port Authority to any person not requiring knowledge thereof, nor shall they be used by the Port Authority in connection with any criminal investigation or prosecution, nor shall the Port Authority release the results of any drug test to anyone, including another Law Enforcement Agency for use in connection with any criminal investigation or prosecution, except where such release is compelled by subpoena or court order or otherwise required by law.

II. SCREENING

The administration of screening tests to detect the presence of the following drugs: marijuana, opiates, amphetamines, cocaine and phencyclidine or their metabolites in members of the Department will be performed in the following instances:

1. Upon reasonable suspicion that a member is under the influence or is engaged in the illegal or unauthorized use of the above drugs;

2. On a random basis, without advance notice; and

3. Pursuant to the Rehabilitation Opportunity Agreement For Positive Test Results (Appendix 2) and The Rehabilitation Opportunity Agreement For Self-Identification Situations (Appendix 3).

III. TESTING BASED UPON REASONABLE SUSPICION

A. A member may be required to undergo drug testing based on "reasonable suspicion" when facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably suspect that the member is engaged in the illegal or unauthorized use of the above drugs. Reasonable suspicion must be supported by specific, articulable facts which may include, but are not limited to: reports and observations of the member's drug related activities such as purchase, sale or possession of drugs; associations with known drug dealers or users; observations of the member at known drug or drug related locations; an otherwise unexplained change in a member's behavior or work performance; an observed impairment of the member's ability to perform his or her duties. An accident, by itself, will not automatically require a member to submit to a reasonable suspicion drug test.

B. A superior officer shall report the basis for his reasonable suspicion to the Superintendent of Police or a designee. The Superintendent or a designee shall decide whether to direct the member to drug testing. Prior to so deciding, the Superintendent or a designee may meet with the member. If such a meeting is held, a representative from among those designated by the Association shall have a right to be present, except that the meeting shall not be delayed for more than two (2) hours for the purpose of having a designated Association representative present.

C. If the member is ordered to submit to a drug test, the member shall be given a brief verbal statement of the basis for the reasonable suspicion. A verbal directive to submit to a drug test shall be confirmed in writing, as shall the facts constituting the basis for the reasonable suspicion, but the testing shall not be delayed pending issuance of such written directive and statement of facts.

IV. RANDOM DRUG TESTING

The Superintendent of Police or a designee shall be responsible for the scheduling and administration of random drug tests.

A. Selection of members to be tested on a random basis shall be made from a database consisting of all members covered by the memorandum of agreement. This procedure will be performed by the Superintendent or a designee and may be witnessed by the Association President or a designee, except that the selection shall not be delayed later than 8:00 a.m. on the day that random selection shall occur for the purpose of having the Association President or a designee present. The Association President or a designee shall be notified no later than 4:00 p.m. on the day prior to the date on which a random selection is to occur. Such notice may be by fax to the Association office.

B. On the day which members are to be randomly tested a random list of names and member numbers will be generated until a sufficient number of members are available to meet the quota established by the Superintendent of Police. Members on the generated list who are scheduled to be on vacation or a regular day off will not be included in the list. Port Authority

management and the Association's representative, if present, will sign the generated list. The random selection of a member will not result in that member's name being removed from any future selection process.

C. Member Notification Form - Members selected for random drug testing pursuant to this Procedure will receive the Member Notification Form (Appendix 1).

A member selected for testing must remain at the collection site until the test has been completed and the completion of a test will occur no later than two hours after the conclusion of the member's tour. Any member selected for testing and reporting absent due to sickness, IOD, or personal leave on the test date, must provide a urine specimen the next time specimen collection takes place at his facility while the member is on duty there. This collection will be random in that the member's name was selected at random for a previous test and the date of the next collection is also random.

For the purpose of determining who is scheduled to work on the day random testing is to be done the following tours shall be the tours to be tested: The day and afternoon tours of the date that the names are randomly selected and the night tour of the day immediately following the date that the names are randomly selected.

V. EXEMPTIONS FROM DRUG TESTING

The member must report to the scheduled submission site within the time designated by the Port Authority's management or the member's supervisor unless they are absent due to: an excused absence or personal leave as defined in Appendix H of the parties' Memorandum of Agreement, an assignment or excusal authorized by the Superintendent of Police or a designee, military leave, sickness or injury incurred in the line of duty, compensatory time, vacation, holidays, or an assignment out of the Port District which has been scheduled before the member has been notified to report for drug testing. The parties agree that members who are exempt pursuant to this Article will not be charged with a Refusal to Cooperate as defined in Article VII, Paragraph A, of this Drug Testing Policy and Procedure and not subject to the DISCIPLINARY ARBITRATION PROCEDURES FOR A VIOLATION OF THE DRUG TESTING POLICY AND PROCEDURES as set forth herein as Article XII. Any claim that a member was not properly exempt under this Article must be charged by the Port Authority pursuant to the disciplinary provisions of the Memorandum of Agreement.

VI. TESTING PROCEDURES AND RESULTS OF DRUG TESTS

A. The parties will be bound by 49 CFR Part 40, subpart A-General with respect to drugs only, and subpart B - Drug Testing, for all drug testing conducted pursuant to this 1991-2003 Memorandum of Agreement. The parties further agree to the following:

B. Testing Procedures

1. Collection Procedures

a. The procedures for collection of urine shall be in accordance with 49CFR Part 40, Urine Specimen Collection Procedures Guidelines.

b. Each member tested shall only be tested for the following drugs or their metabolites: marijuana, cocaine, opiates, amphetamines and phencyclidine.

c. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

	Initial test cutoff levels (ng/ml)
Marijuana metabolite	50
Cocaine metabolites	300
Opiate metabolites	* 300
Phencyclidine	25
Amphetamines	1,000

* -25 ng/ml if immunoassay specific for free morphine.

d. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) at the cutoff levels listed below for each drug.

	Confirmatory test cutoff levels (ng/ml)
Marijuana metabolite \1\	15
Cocaine metabolite \2\	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine\3\	500

\1\ Delta-9-tetrahydrocannabinol-9-carboxylic acid.
\2\ Benzoylecogonine.
\3\ Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

e. These cutoff levels are subject to change by the Department of Health and Human Services ("DHHS") as advances in technology or other considerations warrant identification of these substances at other concentrations. The Port Authority will notify the Association by registered mail, return receipt requested or overnight delivery mail service with written proof of service of any changes in the cutoff levels made by the DHHS. The Association may also notify the Port Authority's Office of Medical Services by registered mail, return receipt requested, or overnight delivery mail service with written proof of services of any changes in the cutoff levels made by the DHHS. Any such changes will become effective upon the date prescribed by the DHHS provided the Port Authority has given the Association notice or vice versa of such changes. No change will become effective unless the Port Authority has given the Association notice of such change or vice versa.

2. Each member being tested on the basis of reasonable suspicion shall be accompanied by a representative of the Association, except that the testing process will not be delayed for more than two (2) hours for the purpose of having an Association representative present. The Association representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way. The Association will provide the Department with a list of no fewer than five (5) representatives to be available for this purpose. If on duty, said representative shall be excused from duty with full pay and benefits to accompany a member.

3. During the testing process the member shall cooperate with requests for information concerning his use of medications, and with all other requirements of the testing process such as acknowledgment of giving of a urine specimen.

4. The parties agree to the "split sample" method of collection as outlined in 40 CFR §40.25. When directed in writing by the MRO to forward the split specimen to another DHHS-certified laboratory selected by the Port Authority for analysis, the second laboratory shall analyze the split specimen by GC/MS to reconfirm the presence of the drug(s) or drug metabolite (s) found in the primary specimen. Such GC/MS confirmation shall be conducted pursuant to 49 CFR §40.29(b)(3).

5. The Port Authority shall pay all costs and fees with respect to the testing procedures set forth in Article VI.

6. All future amendments, additions, deletions and revisions concerning drug testing that are approved and issued by the Department of Transportation ("DOT") or DHHS will be adopted by the parties. The Port Authority will notify the Association by registered mail, return receipt requested, or overnight delivery mail service with written proof of service of any amendments or modifications to 49 CFR Part 40. The Association may also notify the Port Authority's Office of Medical Services by registered mail, return receipt requested, or overnight delivery mail service with written proof of service of any amendments or modifications to 49 CFR Part 40. The parties further agree that any such amendments or modifications to 49 CFR Part 40 will become effective upon the date prescribed by the DOT/DHHS provided the Port Authority has given the Association notice or vice versa of such amendments or modification. No amendment or modification will become effective unless the Port Authority has given the Association notice of such change or vice versa.

C. Results of Drug Tests

1. The MRO, as defined in 49 CFR Part 40, will receive all test results.

2. The MRO will notify each member who tests negative of such result by registered mail, return receipt requested and regular mail within five business days of the date the MRO receives the results from the laboratory, to the address indicated in Port Authority records. All test results will be retained by the MRO in a locked separate file in the Office of Medical Services.

3. Whenever a drug test is canceled for any reason pursuant to this Drug Testing Policy and Procedures or 49 CFR Part 40, any prior positive readings will be nullified and any suspension imposed will be rescinded with the tested individual receiving full pay for the period of the suspension.

4. Upon receipt of a positive test result, the MRO will notify the Superintendent or a designee who will immediately schedule the member who tested positive to report to the MRO in the Office of Medical Services, on that member's next scheduled workday that the Office of Medical Services is open for a complete review of the test results.

5. The member must meet privately with the MRO to discuss any legitimate explanation for the positive test result including the use of prescription and over-the-counter medications. The MRO will give the member a copy of the positive test result report at that time. The member must fully cooperate with the MRO during this interview. If the MRO determines that there is a

legitimate medical explanation for the confirmed positive test result, the MRO will report the test result to the Superintendent or a designee representative as verified negative. If the MRO determines that there is no legitimate explanation for the confirmed positive test result, the result will be verified positive by the MRO and communicated to the member during the meeting. If the MRO verifies the positive test result, the MRO will notify the tested member by registered mail, return receipt requested and regular mail within five business days. The MRO will notify the member at the meeting that he/she may request a test of the "split specimen" and will explain the procedures for requesting a split specimen test and how this test is conducted. The MRO also will notify the Superintendent or a designee of the result who will then notify the tested member's supervisor. Such member will be subject to the discipline in accordance with Article XII herein.

6. If a member provides a written request to the MRO within 72 hours of being notified by the MRO of a verified positive test result for an analysis of the split specimen, the MRO will request that the split specimen be analyzed pursuant to 49 CFR Part 40. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) found in the primary specimen, then the MRO will report the test as verified negative to the Superintendent or a designee and the tested individual by registered mail, return receipt requested, and regular mail within five business days. If the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and the reasons for it to the Superintendent or a designee and the tested individual by registered mail, return receipt requested, and regular mail within five business days. However, if the split specimen reconfirms the presence of the drug(s) or drug metabolite(s), the MRO will notify the Superintendent or a designee and the tested member of the test results by registered mail, return receipt requested, and regular mail within five business days.

VII. REFUSALS TO COOPERATE AND POSITIVE TEST RESULTS

A. Refusal To Cooperate

With the exception of members exempted from this Drug Testing Policy and Procedures as defined in Article V, Exemptions From Drug Testing, the refusal by a member to cooperate with any requirement of this procedure including, but not limited to, refusal to complete the Member Notification Form (Appendix 1) and the Drug Testing Custody and Control Form and the Split Specimen Request Form (Appendix 10), failure to provide urine or an adequate amount of urine if a licensed physician who is acceptable to the Port Authority determines in his or her reasonable medical judgment that a medical condition did not or with a high degree of probability, could not have precluded the employee from providing an adequate amount of urine, engaging in conduct that clearly obstructs the testing process, including but not limited to, the adulteration or substitution of a urine specimen or attempts to substitute or adulterate a specimen; failure to report

as directed by management or the member's supervisor directly to the collection site, or to delay the collection, testing or verification process, refusal to comply with other provisions of this procedure, refusal to accept a restricted assignment while the member is participating in a counseling, treatment or rehabilitation program, or refusal to comply with terms of the Rehabilitation Opportunity Agreement For Positive Test Results (Appendix 2), or the Rehabilitation Opportunity Agreement For Self-Identification Situations (Appendix 3), shall constitute a refusal to cooperate. If a member cannot provide urine or an adequate amount of urine, and that inability was not due to a medical condition in the opinion of the licensed physician referenced herein, the member will be granted the opportunity to sign the Failure to Cooperate: Failure to Provide Specimen Waiver Agreement (Appendix 9). If the member signs this form, he or she will not be charged with refusal to cooperate and must abide by the terms of the Waiver Agreement contained therein. The only penalty for member's refusal to cooperate is termination, if the charge is sustained in a disciplinary action set forth in Article XII herein.

B. Positive Test Results

Any member who is required to submit to a reasonable suspicion drug test pursuant to this policy, will be administratively suspended from duty until the Port Authority receives the verified test results and, if requested, the split specimen test result. If the test result or split specimen test result is negative or canceled, the member will be reinstated and will receive full pay for the period of the suspension. If the test result or split specimen result is positive, the member will be suspended without pay. Termination is the only penalty for a member who receives a verified positive drug test, if the charge is sustained in a disciplinary action as set forth in Article XII herein. If the charge against a member who was verified positive by the MRO in accordance with this Drug Testing Policy and Procedures or 49 CFR Part 40 is not sustained the member will be reinstated without back pay and must sign a Rehabilitation Opportunity Agreement For Positive Test Results (Appendix 2). Refusal to execute or fully comply with the terms of the Agreement shall constitute refusal to cooperate and subject the member to termination. No disciplinary action will be taken against a member on the basis of any positive test that does not meet the cutoff levels provided in 49 CFR Part 40, Subpart B§40.29. The confirmation test of the split specimen shall be pursuant to 49 CFR §40.29.(b)(3).

VIII. DATA RETENTION AND PRODUCTION

A. Records Management and Production

The following records will be maintained in a secured location at Police Headquarters.

1. A copy of standard operating procedures for the Random Drug Testing Program.
2. a. Program Disks
   b. Data Base File Disks
   c. Original computer generated random selection lists by sequential run numbers.

3. Copy #7 of the Chain of Custody Form for each specimen taken.
4. Copies of the original Member Notification Forms.
5. Copies of any and all documents concerning the directive to submit to a reasonable suspicion drug test and the facts constituting the basis for the reasonable suspicion determination.
6. A litigation package, which is to be provided and retained by the DHHS certified Laboratory who performed the analysis of the member's drug test. The documents currently comprising this litigation package are attached to correspondence dated April 4, 2005. In the event there is a change in what the laboratory makes available to the Port Authority, the document provided for in the correspondence dated April 4, 2005 shall be modified accordingly.
7. Any disclosed information related to a positive drug test of an individual pursuant to 49 CFR Part 40.

The parties agree that no other records shall be provided by the Port Authority. Additionally, the arbitrator has no authority to require the Port Authority to produce any other records, other than what is specifically noted in this Article, including those documents reproduced in Appendix 4.

B. Employee Access to Records and Information

Members subject to disciplinary action under this Agreement will have a right to seek information as permitted by 49 CFR Part 40, beyond that granted by Article VIII, Paragraph A of this Agreement. The arbitrator shall permit a reasonable adjournment pending pursuit of such information. Notwithstanding the foregoing, the failure of the Port Authority's laboratory or other Port Authority agents to provide documents beyond those documents listed in Article VIII, Paragraph A, shall not be considered by the arbitrator in rendering his or her decision on the merits of the case.

C. The release of the above records by the Port Authority, or any of its agents, to the specific member may be used only by such member, his or her collective bargaining representative or counsel, in direct connection with disciplinary proceedings concerning the specific member's drug test result. The parties agree that such records may not be used in connection with another member's disciplinary proceedings. Further, the parties agree that such documents are confidential and may not be released or discussed except in connection with the disciplinary proceeding or other proceedings initiated by or on behalf of the specific member.

D. Urine Specimens

Positive urine specimens will be retained by the Port Authority's DHHS certified laboratory according to 49 CFR Part 40 for one year. If requested by the member or by the Port Authority, arrangements will be made with the laboratory for a longer retention period. Negative samples will be discarded by the DHHS laboratories.

IX. OPPORTUNITY FOR REHABILITATION

If a member voluntarily has self-identified as having a drug problem to the Superintendent or a designee and requests assistance for such a problem before being selected for a drug test required by this policy, the Port Authority will refer such member to Port Authority's substance abuse professional ("SAP") who shall determine what assistance the member needs in resolving problems associated with controlled substance use. After the evaluation, the SAP will refer the member for appropriate counseling, treatment or rehabilitation.

Such member shall be referred to participate in a counseling, treatment, or rehabilitation program pursuant to the provisions of the Rehabilitation Opportunity Agreement For Self-Identification Situations (Appendix 3). The member must execute the Rehabilitation Opportunity Agreement prior to entering the program. Refusal to execute or fully comply with the terms of the Agreement shall constitute refusal to cooperate and subject the member to termination as stated in Article VII above.

The member shall use sick leave and, if such is exhausted, or if the member chooses, vacation, personal leave and banked compensatory time for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

The member will be required to satisfactorily complete any counseling, treatment or rehabilitation program before being eligible to return to duty. Upon return to duty, such member will be required to submit to a drug test and must receive a verified negative result. Such member also will be required to submit to follow-up drug tests. The number and frequency of such follow-up testing shall be directed by the SAP and will consist of no more than six tests in the 12 months following the member's return to duty. Thereafter, additional tests will be at the discretion, of the substance abuse professional for the next 48 months. Such follow-up testing will be required in addition to all other tests required by this policy. If the SAP determines that a member who is participating in a counseling, treatment or rehabilitation program is able to perform a restricted assignment while in such program, the Superintendent or a designee will, in his sole discretion, determine whether any restricted assignments are available, and, if so, will in his sole discretion assign such member to the available assignment. Further, the member must accept any restricted assignment. The failure of the member to accept such assignment will constitute a refusal to cooperate as defined herein and will result in the member's termination, if the charge is sustained in the disciplinary proceedings set forth in Article XII herein.

X. UNANNOUNCED TESTING FOR MEMBERS ASSIGNED TO CERTAIN IDENTIFIED POSITIONS

Members assigned to Narcotics Detectives, K-9, and plainclothes narcotics related assignments, will undergo unannounced drug testing at least once per year. This testing does not preclude members of the aforementioned units from being randomly tested at any time during the year. A member's name will not be removed from the random computer database after being chosen for unannounced testing. However, if an officer is selected for random testing before

he/she is selected for unannounced testing, his/her name will be removed from the unannounced list and his/her requirement for annual unannounced testing will be deemed fulfilled.

XI MISCELLANEOUS

a. The parties agree on the modifications to the list of approved rehabilitation facilities attached as Appendix 5.

b. Members who come into contact with suspected drugs covered by this Agreement while acting within the scope of their employment will fill out a DRUG EXPOSURE FORM annexed hereto as Appendix 7. The form shall be dated, numbered and entered into the member's facility police blotter, and must be forwarded to the Superintendent or a designee along with a handwritten report from the member detailing the events of the contact or all other appropriate police reports. The Superintendent or a designee may order the member to be tested for the presence of drugs as set forth in Article II. If in the screening of this test as set forth in Article II, there is a confirmed positive test, the MRO will request from the Superintendent or a designee a copy of the aforementioned forms and will review it in accordance with 49 CFR Part 40 and applicable DOT/DHHS guidelines prior to verification. If the MRO determines that the positive result is due to the contact described in the form, the test shall be verified as negative. (If the MRO determines that the positive result is not due to the contact described in the form, the test will be verified positive and the member will be subject to the discipline set forth in Article VII herein, unless the MRO determines that there is a legitimate medical explanation for the positive test result.)

c. A copy of all contracts pertaining to all collection of urine specimens and laboratory services involved in this procedure shall be provided to the Association within thirty (30) days after the Port Authority's execution of any contract(s) with the collection agencies and laboratories.

XII. DISCIPLINARY ARBITRATION PROCEDURES FOR A CHARGE OF VIOLATION OF THE DRUG TESTING POLICY AND PROCEDURES

With the exception of a charge by the Port Authority that a member improperly claimed an exemption from testing pursuant to Article V, Exemptions From Drug Testing. of this Drug Testing Policy and Procedures which must be brought as a disciplinary action pursuant to the disciplinary provisions of the Memorandum of Agreement, the disciplinary procedures as set forth in this Article are the only procedures for a charge of a violation of the provisions of this Drug Testing Policy and Procedures. Except as otherwise provided in Section XII (A)(1.), the parties agree that the P.A.I. 20-1.10 or the grievance/arbitration provisions contained in the parties' Memorandum of Agreement does not apply to violations of the Drug Testing Policy and Procedures. Any member who has been charged with violating this policy, shall be placed on full suspension (no pay) until a final decision has been rendered by an arbitrator pursuant to the

procedures set forth below. The decision of the arbitrator shall be final and binding on the parties.

A. The Disciplinary Hearing

A disciplinary hearing shall commence within 30 days of the Port Authority's filing of charges of: 1) a refusal to cooperate; or 2) a verified positive drug test result.

1. The charges shall be referred to an arbitrator selected pursuant to the procedures set forth in Paragraph C of Appendix "G" - "Grievance-Arbitration/Disciplinary Procedure".

2. Notice of Charges and Specifications for Violation of the Port Authority Public Safety Department's Drug Testing Policy and Procedures as set forth in this Appendix 8 shall be required in lieu of formal Charges and Specifications as set forth in PAI 20-1.10.

3. Upon a charge that a member has violated any provision of this Drug Testing Policy and Procedures, a Notice of Charges and Specifications for Violation of the Port Authority Public Safety Department's Drug Policy and Procedures (Appendix 8) must be transmitted to the office of the Association, addressed to the president of the Association, by registered mail, return receipt requested, and the date of the registration shall constitute the date of filing.

4. In order to insure expeditious proceeding the parties agree that the arbitrator shall have both the right and obligation to schedule subsequent hearing dates in order to complete the hearing expeditiously. The arbitrator shall have the right to schedule hearings after 5:00 pm on weekdays and on weekends.

5. Nothing in this section should be construed to limit the arbitrator's right to delay a hearing pending the production of information he or she deems relevant to the proceeding.

6. All proceedings shall be transcribed by a certified court reporter.

7. The proceedings shall take place at a location designated alternatively by the Port Authority and by the Association.

8. The arbitrator shall render his report within 30 days of the closing of the record.

B. Issues To Be Decided By The Arbitrator

The following issues related to the specific member subject to discipline/discharge pursuant to this procedure are the only issues to be decided by the arbitrator:

1. The absence of a fatal flaw in the drug testing procedures which resulted in a positive drug test result. Fatal Flaw is defined in Appendix 6.

2. The member's refusal to cooperate as defined in Article VII, Paragraph A, herein.

3. Whether the Port Authority or its agents committed any serious and material violations during the course of the drug testing process with respect to:

   a. the requirements of this Drug Testing Policy and Procedures;

   b. the compliance of the MRO with the requirements set forth in 49 CFR Part 40; or

   c. the compliance of the collection service with the requirements set forth in 49 CFR Part 40, Urine Specimen Collection Guidelines.

4. Whether the Port Authority had reasonable suspicion as defined in Article III, Paragraph A, of the Drug Testing Policy and Procedures to require a member to submit to a reasonable suspicion drug test.

C. Scope Of Arbitrator's Review

1. No Mitigating Circumstances

The arbitrator may not consider any mitigating circumstances, such as but not limited to, the member's length of service, work including disciplinary record, in determining whether a member should be disciplined for violating the Drug Testing Policy and Procedures.

2. Reinstatement Without Back Pay

Except as set forth in paragraph 3 below, the arbitrator will not award full pay for the period of the member's suspension upon a finding that the Port Authority improperly charged that member in the following circumstances:

   a. If the charge against the member who was verified positive by the MRO in accordance with this Drug Testing Policy and Procedures and 49 CFR Part 40 is not sustained the member will be reinstated without back pay and must sign the Rehabilitation Opportunity

Agreement For Positive Test Results (Appendix 2), prior to reinstatement. If a member receives a second positive test result during the period covered by the Rehabilitation Opportunity Agreement for any drug test, the member will be terminated, if the charge is sustained in a disciplinary action set forth in Article XII.

b. If the charge against the member is not sustained because that member could not provide urine or an adequate amount of urine, and that inability was not due to a medical condition in the opinion of a licensed physician referenced herein, pursuant to Appendix M VII, Paragraph A, and the member refused to sign the Failure to Cooperate: Failure to Provide Specimen Waiver Agreement attached hereto as Appendix 9.

c. If the charge against the member is not sustained because there was no reasonable suspicion as defined in Article III, Paragraph A, of the Drug Testing Policy and Procedures so as to require the member to submit to a reasonable suspicion drug test.

3. Reinstatement With Back Pay

If a member is reinstated because the charges against him/her are not sustained due to:

a. The arbitrator's finding that the Port Authority or its agents committed serious and material violations during the course of the drug testing process, as listed in Article XII Paragraph B and the member was not properly verified positive by the MRO pursuant to this Drug Testing Policy and Procedures or 49 CFR Part 40; or

b. The arbitrator's finding that the Port Authority improperly charged a member with Refusal to Cooperate pursuant to this Drug Testing Policy and Procedures and that the member was not verified positive pursuant to this Drug Testing Policy and Procedures or 49 CFR Part 40; or

c. The arbitrator's finding that there was a Fatal Flaw as defined in Appendix 6 herein;

then the arbitrator must award full pay for the period of the member's suspension.

APPENDIX 1

MEMBER NOTIFICATION FORM

As required by the Port Authority Public Safety Department's drug testing policy, I understand and agree that I must, as a condition of continued employment, submit to and satisfactorily complete drug tests. I acknowledge that I have received and read the Port Authority Public Safety Department's drug testing policy and procedures. I further understand that this document serves as notification that I have been randomly selected for a drug test to be taken on _____ at _____ at _____.
(date) (time) (location)

I understand that the urine test shall be limited to internal administrative purposes only and that it shall not be used by the Port Authority in connection with any criminal investigation or prosecution.

I understand that the results of my drug test will be transmitted to me by registered mail, return receipt requested and regular mail within five business days of the date the MRO receives the results from the laboratory, to the address indicated in the Port Authority's records.

I understand that my refusal to execute this form or refusal to provide a urine specimen will constitute refusal to cooperate. The only penalty for member's refusal to cooperate is termination, if the charge is sustained in a disciplinary action set forth in Article XII herein.

_____ _____

Date Signature of Member

_____ _____

Date Signature of Port Authority Witness

APPENDIX 2

REHABILITATION OPPORTUNITY AGREEMENT FOR VERIFIED POSITIVE TEST RESULTS

_____, Police Lieutenant

Employee Number _____,

Date _____

In consideration of being permitted one opportunity to participate in a rehabilitation program _____ _____, Police Lieutenant, and the Port Authority of New York and New Jersey do hereby agree to the following action:

1. _____ must successfully complete the rehabilitation program set forth in Paragraph 2 below (Program), and agree to cooperate fully with all of the Program requirements as a condition of his/her continued employment with the Port Authority.

He understands that any failure by him/her to cooperate fully with one or more of those requirements will result in his/her dismissal from the Program and dismissal from his/her employment.

2. The Program requirements that I _____ must fully cooperate with are:

a) I promise to be evaluated by the Port Authority's substance abuse professional.

b) I promise to fully cooperate and participate in any recommended counseling, treatment or rehabilitation program in accordance with the instructions and requirements of the program administrators.

c) I authorize counseling or rehabilitation representatives to confer with and disclose to the Port Authority's substance abuse professional or a designated representative all information and records concerning my counseling, treatment or rehabilitation.

d) He must successfully complete, if recommended by the Port Authority substance abuse professional, substance abuse counseling, treatment or rehabilitation program selected by the member from among those approved facilities set forth in the list attached to this Rehabilitation Opportunity Agreement.

e) If recommended by the substance abuse professional he may, in addition to or instead, be evaluated and counseled or treated on a regular basis by one of the substance abuse rehabilitation professionals selected by the member from a list of five such rehabilitation professionals provided by the Port Authority Office of Medical Services (OMS).

f) Upon the completion of such program, I will be evaluated by the Port Authority's substance abuse professional (or MRO) who will determine if I am medically fit to

return to duty. If the substance abuse professional determines that I am fit for duty, I understand and agree that upon my return to duty I will be required to undergo a return-to-duty drug test and must receive a negative result. My failure to take such test as requested or receiving verified positive result will result in the termination of my employment.

g) I understand and agree that, upon my return to active employment, I must meet all established standards of conduct and job performance required of any other employee.

h) I understand and agree that I will voluntarily submit to unannounced drug testing as a follow-up to the assistance or rehabilitation program, and that my failure to take such test(s) as requested, or receiving verified positive result, will result in termination of my employment. I agree that such follow-up testing shall be as directed by the substance abuse professional and will not exceed 60 months from the date of my return to duty. Follow-up tests shall consist of no more than six tests in the first 12 months following my return to duty. Thereafter, additional follow-up tests will be at the discretion of the substance abuse professional for the next 48 months. I agree that this follow-up testing will be required in addition to all other testing required by the Port Authority Public Safety Department's drug testing policy and procedures.

3. _____ understands that if he fails to cooperate fully with any counseling, treatment or rehabilitation program requirements, and the requirements set forth in Paragraph 2 above, or if he receives a verified positive test result for the second time he will be dismissed from the Program and dismissed from employment, if the charge is sustained in a disciplinary action as set forth in Article XII of the Drug Testing Policy and Procedures of the Memorandum of Agreement. However, I understand and agree that if I receive a verified positive test result for the second time, the only issue to be decided by the arbitrator is set forth in Article XII, B.1 of the Drug Testing Policy and Procedures of the Memorandum of Agreement. In addition, I understand and agree that if I fail to cooperate fully with any of the counseling, treatment or rehabilitation program requirements or the requirements set forth in paragraph 2 above, the only issue to be decided by the arbitrator is whether I failed to fully cooperate with the program requirements or the requirements set forth in paragraph 2 above.

I further understand and agree that such discipline imposed under this Agreement is not subject to the grievance/arbitration provisions of the parties' collective bargaining agreement.

4. I understand and agree that my future employment depends upon my compliance with the Port Authority Public Safety Department's Drug Testing Policy and Procedures for the entire duration of my continued employment, and that this opportunity to participate in such counseling, treatment or rehabilitation program is conditioned accordingly. Such conditions, including those above, are agreed to in addition to the Port Authority's rules under the Public Safety Department's Drug Testing Policy and Procedures.

5. _____ understands that neither his participation nor successful completion of the Program will not require or result in special privileges or exemptions from the standard administrative practices applicable to required job performance and the Port Authority's rules and regulations. He further understands that upon being determined by OMS to be medically fit to return to duty, and pursuant to the recommendation of Public Safety, he may be transferred to a different Facility Police Command and may lose any existing rights related to existing work chart including special detail(s) and preferred assignment(s).

_____	_____
Employee	Date
_____	_____
Port Authority Witness	Date
_____	_____
Lieutenants Benevolent Association	Date

APPENDIX 3

REHABILITATION OPPORTUNITY AGREEMENT FOR SELF-IDENTIFICATION SITUATIONS

_____, Police Lieutenant

Employee Number _____,

Date _____

In consideration of being permitted one opportunity to participate in a rehabilitation program _____ _____, Police Lieutenant, and the Port Authority of New York and New Jersey do hereby agree to the following action:

1. _____ must successfully complete the rehabilitation program set forth in Paragraph 2 below (Program), and agree to cooperate fully with all of the Program requirements as a condition of his/her continued employment with the Port Authority.

He understands that any failure by him/her to cooperate fully with one or more of those requirements will result in his/her dismissal from the Program and dismissal from his/her employment.

2. The Program requirements that I _____ must fully cooperate with are:

a) I promise to be evaluated by the Port Authority's substance abuse professional.

b) I promise to fully cooperate and participate in any recommended counseling, treatment or rehabilitation program in accordance with the instructions and requirements of the program administrators.

c) I authorize counseling or rehabilitation representatives to confer with and disclose to the Port Authority's substance abuse professional or a designated representative all information and records concerning my counseling, treatment or rehabilitation.

d) He must successfully complete, if recommended by the Port Authority substance abuse professional, substance abuse counseling, treatment or rehabilitation program selected by the member from among those approved facilities set forth in the list attached to this Rehabilitation Opportunity Agreement.

e) If recommended by the substance abuse professional he may, in addition to or instead, be evaluated and counseled or treated on a regular basis by one of the substance abuse rehabilitation professionals selected by the member from a list of five such rehabilitation professionals provided by the Port Authority Office of Medical Services (OMS).

f) Upon the completion of such program, I will be evaluated by the Port Authority's substance abuse professional (or MRO) who will determine if I am medically fit to return to duty. If the substance abuse professional determines that I am fit for duty, I understand and agree that upon my return to duty I will be required to undergo a return-to-duty drug test and must receive a negative result. My failure to take such test as requested or receiving verified positive result will result in the termination of my employment.

g) I understand and agree that, upon my return to active employment, I must meet all established standards of conduct and job performance required of any other employee.

h) I understand and agree that I will voluntarily submit to unannounced drug testing as a follow-up to the assistance or rehabilitation program, and that my failure to take such test(s) as requested, or receiving verified positive result, will result in termination of my employment. I agree that such follow-up testing shall be as directed by the substance abuse professional and will not exceed 60 months from the date of my return to duty. Follow-up tests shall consist of no more than six tests in the first 12 months following my return to duty. Thereafter, additional follow-up tests will be at the discretion of the substance abuse professional for the next 48 months. I agree that this follow-up testing will be required in addition to all other testing required by the Port Authority Public Safety Department's drug testing policy and procedures.

3. _____ understands that if he fails to cooperate fully with any counseling, treatment or rehabilitation program requirements, and the requirements set forth in Paragraph 2 above, or if he receives a verified positive test result for the second time he will be dismissed from the Program and dismissed from employment, if the charge is sustained in a disciplinary action as set forth in Article XII of the Drug Testing Policy and Procedures of the Memorandum of Agreement. However, I understand and agree that if I receive a verified positive test result for the second time, the only issue to be decided by the arbitrator is set forth in Article XII, B. 1 of the Drug Testing Policy and Procedures of the Memorandum of Agreement. In addition, I understand and agree that if I fail to cooperate fully with any of the counseling, treatment or rehabilitation program requirements or the requirements set forth in paragraph 2 above, the only issue to be decided by the arbitrator is whether I failed to fully cooperate with the program requirements or the requirements set forth in paragraph 2 above.

4. I understand and agree that my future employment depends upon my compliance with the Port Authority Public Safety Department's Drug Testing Policy and Procedures for the entire duration of my continued employment, and that this opportunity to participate in such counseling, treatment or rehabilitation program is conditioned accordingly. Such conditions, including those above, are agreed to in addition to the Port Authority's rules under the Public Safety Department's Drug Testing Policy and Procedures.

5. _____ understands that neither his participation nor successful completion of the Program will not require or result in special privileges or exemptions from the standard administrative practices applicable to required job performance and the Port Authority's rules and regulations. He further understands that upon being determined by OMS to be medically fit to return to

duty, and pursuant to the recommendation of Public Safety, he may be transferred to a different Facility Police Command and may lose any existing rights related to existing work chart including special detail(s) and preferred assignment(s).

Employee	Date
Port Authority Witness	Date
Lieutenants Benevolent Association	Date

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
LABOR RELATIONS DEPARTMENT

3 GATEWAY CENTER, GROUND FLOOR
NEWARK, NJ 07102

(973) 792-3580
(973) 792-3596 FAX

APPENDIX 4

April 4, 2005

Lieutenant Louis Echavarria, Jr.
President, Port Authority Lieutenants
Benevolent Association
241 Erie St. – Rm. 226
Jersey City, NJ 07310

Dear Lieutenant Echavarria:

Enclosed please find a copy of the current litigation package referenced in Appendix M, Section VIII, paragraph A.6 of the Memorandum of Agreement dated January 21, 2003 – January 20, 2010.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

APPENDIX 5

REHABILITATION FACILITIES

NEW YORK CITY

Smithers
1000 10th Avenue-Floor 10G
New York, NY 10019
(212) 523-6491

Inpatient/Outpatient

Gracie Square Hospital
421 E. 75th Street
New York, NY 10021
(212) 988-4400

Inpatient

Gracie Square Hospital
416 E. 76th Street
New York, NY 10021
(212) 988-4400

Outpatient

Stuyvesant Square
10D Perlam Place
Bernstein Pavilion
New York, NY 10013
(212) 420-2966

Outpatient

Arms Acres
1841 Broadway - Suite 300
New York, NY 10023
(212) 399-6901

Outpatient

BROOKLYN

Long Island College Hospital
255 Duffield Street - 3rd Floor
Brooklyn, NY 11201
(718) 522-4800

Outpatient

New Directions
202-206 Flatbush Avenue
Brooklyn, NY 11217
(718) 398-0800

Outpatient

REHABILITATION FACILITIES

QUEENS

Long Island Jewish Medical Center (Hillside Hospital) 75-59 263rd Street Glen Oaks, NY 11004 (718) 470-8925	Inpatient/Outpatient
New York Hospital 56-45 Main Street Flushing, NY 11355 (718) 670-1240	Inpatient
New York Hospital (New Start/New Life) 174-11 Horace Harding Expressway Fresh Meadows, NY 11365 (718) 670-1550	Outpatient

STATEN ISLAND

Staten Island University Hospital 375 Seguine Avenue Staten Island, NY 10309 (718) 356-8910	Inpatient/Outpatient

LONG ISLAND

South Oaks Hospital 400 Sunrise Highway Amityville, NY 11701 (516) 264-4000	Inpatient/Outpatient
Seafield Center 7 Seafield Lane Westhampton Beach, NY 11978 (516) 288-1122	Inpatient/Outpatient

REHABILITATION FACILITIES

LONG ISLAND (cont'd)

Nassau County Medical Center
2201 Hempstead Turnpike - Bldg. K
East Meadow, NY 11554
(516) 572-5555

Inpatient/Outpatient

PUTNAM

Arms Acres
75 Seminary Hill Road
Carmel, NY 10512
(914) 225-3400

Inpatient/Outpatient

WESTCHESTER

United Hospital
406 Boston Post Road
Port Chester, NY 10573
(914) 934-3000

Inpatient/Outpatient

St. Vincent's Hospital
240 North Street
Harrison, New York 10528
(914) 967-6500

Inpatient/Outpatient

The New York Hospital
Cornell Medical Center
21 Bloomingdale Road
White Plains, New York 10605
(914) 682-9100

Inpatient/Outpatient

NEW JERSEY

Carrier Foundation
County Route 601
Belle Mead, NJ 08502
(908) 281-1000

Inpatient/Outpatient

REHABILITATION FACILITIES

NEW JERSEY (cont'd)

Princeton House 905 Herrontown Road Princeton, NJ 08540 (609) 497-3300	Inpatient
Princeton House 253 Witherspoon Street - Suite B Princeton, NJ 08540 (609) 497-3300	Outpatient
Carter Behavioral Health Systems of NJ (Formerly Fair Oaks Hospital) 19 Prospect Street Summit NJ 07901 (908) 522-7000	Inpatient/Outpatient
High Focus Center 299 Market Street - Suite 110 Saddlebrook, NJ 07663 (800) 877-FOCUS	Outpatient

Any Veterans Hospital facility.

Other facilities will be considered on a case by case basis after credential review.

APPENDIX 6
FATAL FLAWS

A. Definitions

Any of the following errors or omissions are considered "fatal flaws" and should result in a specimen being rejected for testing by the laboratory:

1. Pre-printed specimen I.D. number on the chain of custody form does not match I.D. number on the bottles.

2. No specimen I.D. number on the bottles.

3. Insufficient quantity of urine for the laboratory to complete testing.

4. Specimen bottle(s) seal is broken or shows evidence of tampering.

5. Specimen is obviously adulterated (i.e. color, foreign objects, unusual odor) and the collector did not collect a second specimen under direct observation.

The following errors or omissions are also considered "fatal flaws" unless they are corrected by signed documentation:

(a) No collector's signature on collector certification statement.

(b) Incomplete chain of custody block (minimum of 2 signed entries by collector, both dated, and shipping/storage entry). There is no requirement to have the courier sign the chain of custody form.

(c) Donor Social Security Number or I.D. number is omitted on the custody and control form, unless "refusal of donor to provide" is stated in the remarks section.

Additionally, specimen test results reviewed by the Medical Review Officer should be canceled (by the MRO) when the following procedural errors occur (unless corrections are made):

(a) Donor certification statement is not signed and there is no indication in the remarks section of the donor's refusal to sign.

(b) The certifying scientist's signature is omitted on positive results from the laboratory.

B. "Fatal Flaw" Corrective Action

All DHHS certified laboratories retained by the Port Authority will retain specimens for a minimum of five working days to allow the collector or the Port Authority to provide the laboratory with signed statements explaining or correcting procedural errors or omissions. If the employer or collector provides corrective actions (signed statements) which supply the needed information, the laboratory may proceed with the analysis of the specimen. If the corrective action is not accomplished within five days, the collection process may not be corrected and the laboratory will not test the specimen. Similarly, the MRO may elect to seek corrective actions (signed statements) to supply omitted donor or certifying scientists' signatures.

When a specimen is not tested by the laboratory for reasons outlined above, or the test result is considered invalid by the MRO for reasons outlined above, the test should be canceled and reported as such to the Port Authority and the tested individual. Return-to-duty fatally flawed collections, will be re-collected at the direction of the MRO because the donor still needs to provide a negative test result.

APPENDIX 7

DRUG EXPOSURE FORM

I, _____, have had direct contact with the following controlled substances: marijuana, opiates, amphetamines, cocaine and phencyclidine or their metabolites, in the performance of my Police activities within the past three days.

Define direct contact and specifically describe circumstance on how it occurred.

_____

_____

_____

Date(s) of such contact

_____

_____

Location(s) of such contact

_____

_____

Date and nature of any reports prepared by me in connection with such contact

_____

_____

Name of supervisor(s) or witness(es) who can verify that direct contact occurred in the performance of Police activity

_____

_____

_____ _____

Signature of Member Date

_____ _____

Signature of Port Authority Witness Date

APPENDIX 8

NOTICE OF CHARGES AND SPECIFICATIONS FOR VIOLATION OF THE PORT AUTHORITY PUBLIC SAFETY DEPARTMENT'S DRUG POLICY AND PROCEDURES

TO: LBA Member _____ CC: LBA

FROM: Fred Morrone, Director of Public Safety Department

DATE:

SUBJECT: Disciplinary Action For Violation Of Drug Policy And Procedures

. . . . . .

On the _____ day of _____ you violated the Public Safety Department's Drug Policy and Procedures by:

☐ a refusal to cooperate ☐ verified positive drug test result

If it is determined that a member refused to cooperate, the facts which constitute the basis of the charge must be set forth below_____

_____

Therefore, you are subject to disciplinary action in accordance with the disciplinary procedures contained in the Public Safety Department's Drug Policy and Procedures.

The penalty sought is termination.

Fred Morrone
Director

WAIVER - APPENDIX 9
CONTROLLED SUBSTANCE TESTING

FAILURE TO COOPERATE: FAILURE TO PROVIDE SPECIMEN

It is hereby stipulated and agreed, by and between the undersigned that the parties in resolution of this disciplinary matter that:

1. _____ shall submit to unannounced drug testing at the discretion of the Port Authority's substance abuse professional for a period of up to 60 months commencing with the execution of this waiver. Such follow-up testing will be required in addition to all other tests required by the Drug Testing Policy and Procedures . Follow-up tests shall consist of no more than six tests in the first 12 months following said member's return to duty.

2. Upon notification of the Port Authority's substance abuse professional, the Superintendent or a designee shall be responsible for the scheduling of the follow-up testing. _____ must report to the scheduled submission site within the time designated unless they are absent due to an excused absence or personal leave as defined in Appendix H of the parties Memorandum of Agreement, an assignment or excusal authorized by the Superintendent or designee, and military leave, sickness or injury incurred in the line of duty, compensatory time, vacation, holidays, or assignment out of the Port District which has been scheduled before the member was notified to report for drug testing. _____ must remain at the collection site until the test has been completed, and this will occur no later than two hours after the conclusion _____ tour. If_____ reports absent due to sickness, IOD, or personal leave on the test date, _____ must provide a urine specimen the next time specimen collection takes place at the facility while _____ is on duty.

3. Upon execution of this waiver and prior to reinstatement, _____ will be evaluated by the Port Authority's substance abuse professional, who will determine if member is medically fit to return to duty. If the substance abuse professional determines that the member is fit for duty, the member understands and agrees that he/she will be required to undergo a return-to-duty drug test and must receive a negative result. Failure to take such a test as requested or receiving a verified positive result will result in termination of _____ employment.

4. _____ understands that if he/she fails to cooperate with any requirements set forth as part of this waiver agreement, or if _____ receives as verified positive test result, _____ will be dismissed from employment if the charge is sustained in a disciplinary action set forth in Article XII of the Drug Testing Policy and Procedures of the Memorandum of Agreement. However, I understand and agree that if I receive a verified positive test result for the second time, the only issue to be decided by the arbitrator is set forth in Article XII, B. 1 of the Drug Testing Policy and Procedures of the Memorandum of Agreement. In addition, I understand and agree that if I fail to cooperate fully with any requirements set forth in this agreement, the only issue to be decided by the arbitrator is whether I failed to cooperate with the requirements set forth in this agreement.

_____
Name of Employee

_____
PA Witness

APPENDIX 10

SPLIT SPECIMEN REQUEST

TO: Medical Review Officer

FROM: _____

DATE: _____

Split specimen analysis must be requested within 72 hours after Medical Review Officer verified test as positive.

I, _____, _____ request my split specimen of _____

Name Employee No. Date

be analyzed at another DHHS-certified laboratory for the presence of _____

Substance(s)

_____ _____

Signature Date

THE PORT AUTHORITY OF NY & NJ

PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET
JERSEY CITY, NJ 07310-1397

March 8, 2002

APPENDIX "N"

Lieutenant Louis Echavarria, Jr.
President, Port Authority Police
Lieutenants Benevolent Association
282 First Avenue
Massapequa Park, NY 11762

Sergeant Mark L. O'Neill
President, Port Authority Police
Sergeants Benevolent Association
220 Bridge Plaza South
Fort Lee, NJ 07024

Detective Richard Masella
President, Port Authority Police
Detectives Endowment Association
P.O. Box 2208 South Station
Newark, NJ 07114

Police Officer Gasper Danese
President, Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, NJ 07632-0602

Mr. John Lynch
Union of Automotive Technicians
12 Byrd Street
Iselin, NJ 08830

Re: Settlement of IP 00-35 (UOAT), IP 00-36 (PBA), IP 00-37 (LBA), IP 00-38 (SBA) and IP 00-39 (DEA)

Dear Sirs:

In full resolution of the above-referenced Improper Practice Charges, the following improvements to the Group Dental Insurance, currently provided by Aetna Insurance Company (or by any other successor insurance carrier), under group contract #GH-14910 shall be provided to employees represented by your collective negotiations units. Except as specified below, these improvements shall be retroactive to July 1, 2000.

1. Sealant coverage for permanent molars will be reimbursed 100% of reasonable and customary costs (one application per tooth every thirty-six months) excluding deductibles. Such coverage shall exist up to the age of 19.

2. "Preventative dental services" are defined as oral examinations, cleaning, x-rays and fluoride applications. All preventative dental services shall be reimbursed at 100% of reasonable and customary for two (2) visits per year per person excluding deductibles. However, effective January 1, 2001, employees represented by the collective negotiations units shall be reimbursed at 100% of reasonable and customary costs of cleaning and oral exams for four (4) visits per year per person.

3. Orthodontic services will be reimbursed at 80% of reasonable and customary costs up to a $2,000.00 lifetime benefit.

4. Effective January 1, 2001, dental implants shall be reimbursed at 80% of reasonable and customary costs (after satisfaction of individual/family deductible amounts).

5. Employees represented by your Unions will continue to be reimbursed for "reasonable and customary" under the same conditions as previously applied. Such reimbursement shall be without any consideration of an annual cap of any type, except for the lifetime benefit of $2,000.00 for orthodontic services.

Upon execution of this agreement, the Port Authority Police Lieutenants Benevolent Association, the Port Authority Police Sergeants Benevolent Association, the Port Authority Police Detectives Endowment Association, the Port Authority Police Benevolent Association, Inc., and the Union of Automotive Technicians each severally agree to withdraw the respective Improper Practice Charges filed by them and designated IP00-35, IP00-36, IP00-37, IP00-38 and IP00-39.

Very Truly Yours,

H Zulauf

Hank Zulauf
Manager
Labor Relations Division

Concurrence:

Louis Echavarria, Jr.

Lieutenant Louis Echavarria, Jr.
Lieutenants Benevolent Association

3/19/02
Date

THE PORT AUTHORITY OF NY & NJ

Mark O'Neill

Sergeant Mark L. O'Neill
Sergeants Benevolent Association

3-14-02
Date

Richard Masella

Detective Richard Masella
Detectives Endowment Association

3-27-2002
Date

Police Officer Gasper Danese
Police Officer Benevolent Association, Inc.

3-19-02
Date

John Lynch

Mr. John Lynch
Union of Automotive Technicians

3/14/02
Date

DOCUMENT A-1

Specification No. 2615
Date Prepared: 7/60
Date Revised: July 1998

CLASSIFICATION: Police Lieutenant
DEPARTMENT: Public Safety Department

Under the direct supervision of a Police Captain plans and supervises the activities of Police Sergeants and Officers at a large Port Authority facility; or under the supervision of the Superintendent of Police, engages in responsible police planning and research studies and supervises Central Police Desk activities. Work is normally performed with some independence within established policies and precedents, but prompt and decisive action is required in emergencies. Work is subject to review through reports, conferences and results achieved.

REGULAR DUTIES:

Plans and prepares specific work schedules and designates work assignments. Observes the work of Police personnel supervised and instructs them in the performance of their duties. Issues notices and local regulations, and at the scene of unusual occurrences directs police activities.

Inspects the equipment and quarters assigned to police personnel, gives directions on its operation or use, and makes arrangements for its repair and maintenance.

Makes investigations of unusual occurrences and other traffic and security matters, prepares reports of findings for superior, and takes or recommends corrective measures.

Is responsible for the completion and maintenance of a variety of records on traffic and security activities, police personnel and toll collection activities.

Supervises the direction and control of vehicular traffic in accordance with established traffic flow and routing patterns, and the enforcement of traffic regulations. Directs the removal of stalled vehicles from bridge, tunnel and other roadways and checks on the use, operation and maintenance of towing equipment. Issues instructions on the closing of traffic lanes for maintenance activities in an emergency situation. Oversees the collection and accounting of tolls in accordance with established procedures.

Plans and supervises the policing of public, tenant and Port Authority areas for security purposes. Enforces the Port Authority rules and regulations and public laws. Investigates unusual acts and occurrences, and takes corrective action or makes recommendations to superior.

Supervises the training of emergency crews; directs the operation, use and care of emergency equipment; and supervises fire fighting, towing and rescue activities.

Is responsible for fire fighting and crash equipment and crews at an airport facility. Directs and participates in fire fighting and rescue work and supervises and instructs Police Officers and Sergeants in the operation and use of emergency equipment.

Inspects buildings, roadways, open areas and facility activities for fire and accident hazards and insures enforcement of fire, traffic, safety regulations.

Maintains liaison and cooperates with police personnel of municipalities adjoining Port Authority facilities and with representatives of other law enforcement agencies.

Supervises the operation of the Central Police Desk including the assignment of traffic personnel to facilities from the reserve pool and recording of significant facility police occurrences (acting in a staff capacity.)

May engage in responsible police planning and research studies and act as secretary of the Board of Inquiry and Recommendations (acting in a staff capacity.)

Performs related duties as assigned.

TRAINING: Graduation from a standard high school.

EXPERIENCE: At least 2 years experience as a Port Authority Police Sergeant.

DOCUMENT A-2

Specification No.: 2616
Date Issued: 6/72
Date Revised: 10/81
Revised: 7/84
Revised: 7/96

CLASSIFICATION: Detective Lieutenant – Criminal Investigation Bureau
DEPARTMENT: Public Safety Department

A. CHARACTERISTICS OF CLASS

In the series of Police Operations classes, the incumbent in this class is responsible for planning and supervising the activities of Detective Sergeants and Detectives.

B. RELATIONSHIP TO OTHER CLASSES

The Detective Lieutenant, Criminal Investigation Bureau, works under the general supervision of the Commanding Officer, Criminal Investigation Bureau. This class, however, is the responsible supervisor for subordinate Criminal Investigation Bureau personnel and performs a variety of administrative duties associated with the management of the Criminal Investigation Bureau.

C. WORK RELATIONSHIPS

Receives general supervision and specific assignments from a Commanding Officer, Criminal Investigation Bureau, who reviews his activities through reports, conferences and results achieved.

D. MAJOR FUNCTIONS

Plans and prepares specific work schedules and designates work assignments. observes the work of personnel in the Criminal Investigation Bureau and instructs them in the performance of their duties. Issues notices and local regulations; and at the scene of a crime or other unusual occurrence assumes control of the investigation.

Inspects the equipment and quarters assigned to detective personnel, gives direction on its operation or use, and makes arrangements for its repair and maintenance.

Conducts investigations of unusual occurrence and other security related matters, prepares reports of findings for superiors and initiates or recommends corrective measures.

Responsible for the maintenance and completion of records on investigative and security activities.

Plans and supervises the policing of public, tenant, and Port Authority areas for security purposes. Enforces the Port Authority rules and regulations and public laws.

Maintains liaison with airlines and police agencies.

Evaluates new investigative techniques and recommends adoption of those most suitable to Port Authority requirements.

Develops overall plans for security measures at Port Authority facilities.

May perform a variety of related administrative and police duties as required.

E. SPECIFIC RESPONSIBILITIES

1. Human Resources - Supervises Detective Sergeants and Detectives in the Criminal Investigation bureau and develops the abilities of subordinate personnel.
2. Public Relations – Maintains considerable contact with the Port Authority tenants and other police and governmental agencies.
3. Physical and Financial Resources – Provides advice and assistance in recommending the most effective and economical security coverage of Port Authority facilities.
4. Decisions – Work is normally with some independence within established policies, but prompt and decisive action is required in emergencies.
5. Planning – Develops short and long-range plans to effectively utilize personnel and resources available.

F. KNOWLEDGE AND ABILITY REQUIREMENTS

1. Knowledge – Should be familiar with supervisory techniques and procedures regarding undercover investigations, the Criminal Codes of New York and New Jersey and PAIs, PDIs and Port Authority Rules and Regulations.

2. Physical Effort – May require extensive standing, walking, or running in some situations.

3. Mechanical Skills – Not applicable.

4. Working Conditions – Both office and field environments, including exposure to elements on occasion and the possibility of personal risk.

5. Special Requirements – Proficiency with handgun; valid New York or New Jersey driver's license.

G. QUALIFICATIONS

1. Education – Graduation from high school required; college level degree highly desirable.

2. Experience – Minimum of six months experience as a Port Authority Police Lieutenant immediately prior to appointment to the Criminal Investigation Bureau. Broad based supervisory, investigative and general administrative experience desirable.

DOCUMENT "B"

POLICE OPERATION INSTRUCTION P.O.I. 2-1D
SENIORITY- POLICE LIEUTENANTS/DETECTIVE LIEUTENANTS

Revised July 1998
Formerly P.D.I. 2-1D
Revised March 1988
Revised March 2005

I. PURPOSE

The purpose of this instruction is to outline a seniority policy applicable to Police Lieutenants and Detective Lieutenants.

II. DEFINITIONS

A. Police Lieutenant and Detective Lieutenant Seniority

1. Seniority for Police Lieutenants is based on the number of years of continuous Port Authority service as a Police Lieutenant or Detective Lieutenant. Total Port Authority Police seniority is computed on the number of years of Port Authority service, based on the date of appointment to the police force and the position within his class upon graduation from the Police Academy.

2. Seniority for all Police Lieutenants and Detective Lieutenants promoted prior to the execution of the 2003-2010 Memorandum of Agreement shall be as shown on the lists attached hereto.

3. In the event two or more individuals are promoted to Police Lieutenant on the same date then their respective seniority shall be based upon the number of years of service as a Police Sergeant, and if identical, upon total Port Authority Police Seniority.

4. In the event two or more individuals are promoted to Detective Lieutenant on the same date their respective seniority shall be based upon the number of years of service as a Police Lieutenant and if identical, upon the number of years as a Police Sergeant, and if identical, upon total Port Authority Police Seniority.

B. Facility Police Command Seniority

Seniority at a Facility Police command is not accrued by a Police Lieutenant until he is assigned to that Facility Police command continuously for a period of six (6) months.

III. Master Seniority List

A master seniority list based on the above will be maintained by Police Headquarters. This list will indicate the official seniority standing of Police Lieutenants as established herein.

IV. Demotions and Seniority

An individual who is promoted to the rank of Police Captain or above and is thereafter voluntarily or involuntarily demoted to the rank of either Police Lieutenant or Detective Lieutenant, shall have his seniority in that rank based solely on the amount of his service in that rank from the effective date of such demotion.

V. An individual demoted from the rank of either Police Lieutenant or Detective Lieutenant, and subsequently reinstated to that rank as a result of the overturning of that demotion through the disciplinary process, shall not be considered to have had a break in his seniority and shall upon reinstatement be placed into the salary step he would have had as a Police Lieutenant or Detective Lieutenant had he not been demoted.

VI. Preferred Assignments

Preferred assignments are work chart positions which have a specific body of work attached to the assignment, but which require no specialized training. Preferred assignments are identified in Document "M" of the Memorandum of Agreement.

DETECTIVE LIEUTENANT SENIORITY
AUTHORIZED: 03

REVISED: 4/11/2005

NO.	NAME	EMPLOYEE NUMBER	DATE APPOINTED	PROMOTED LIEUT.	PROMOTED DET. LIEUT.	SENIORITY IN GRADE
1.	HANLEY, WILLIAM	24553	03/20/78	09/24/90	11/18/01	01-01
2.	QUINN, PATRICK	26145	02/11/80	02/27/95	03/27/03	03-01
3.	DRISCOLL, ROBERT	26120	02/11/80	06/16/02	04/21/03	03-02

POLICE LIEUTENANT SENIORITY
AUTHORIZED: 71 + 8 TSA = 79 TOTAL

REVISED: 4.11.2005

NO.	NAME	EMP. NO.	DATE APPOINTED	PROMOTED SERGEANT	PROMOTED LIEUTENANT	SENIORITY IN GRADE
1.	BROGAN, MICHAEL	23739	02/07/77	03/13/83	04/27/87	87-14
2.	ECHAVARRIA, LOUIS	20273	02/28/72	12/25/83	04/27/87	87-15
3.	DELANO, DONALD	23884	04/11/77	04/02/85	07/24/88	88-09
4.	COSSENTINO, CHARLES	23886	04/11/77	04/02/85	07/24/88	88-15
5.	BRUDNER, ILENE	26759	10/20/80	04/05/87	10/04/91	91-03
6.	DELUCE, STEPHEN	26124	02/11/80	04/05/87	12/30/91	91-05
7.	O'NEIL, JAMES	26242	04/07/80	04/05/87	10/02/92	92-01
8.	INNACE, THOMAS	26112	02/11/80	04/05/87	10/02/92	92-05
9.	SEPULVEDA, EMILIANO	25071	09/11/78	04/05/87	10/02/92	92-06
10.	BLEEKER, STANLEY	26114	02/11/80	07/24/88	04/17/94	94-06
11.	GUTCH, EDWARD	23754	02/07/77	02/16/88	04/17/94	94-07
12.	CARBONARO, DANIEL	25436	04/09/79	10/04/91	04/17/94	94-08
13.	POWERS, BRIAN	26278	04/07/80	07/24/88	01/17/95	95-01
14.	PODOLAK, JOHN	24724	07/30/79	07/24/88	01/17/95	95-04
15.	MURPHY, JOHN	24025	11/05/79	06/18/89	02/13/95	95-06
16.	FIORE, MARGARET	25296	11/05/79	01/12/96	12/20/98	98-03
17.	TALLON, KENNETH	25074	09/11/78	09/01/93	04/11/99	99-01
18.	TOOMEY, MICHAEL	26829	10/20/80	02/13/95	04/11/99	99-03
19.	BROWN, LYNETTE	36740	06/23/86	02/13/95	04/11/99	99-04
20.	RYAN, JOHN	24353	11/05/79	11/12/96	04/11/99	99-05
21.	HOGUE, GWENDOLYN	33462	02/09/87	10/10/92	06/27/99	99-06
22.	MURPHY-GAFFNEY, DOROTHY	32200	02/25/86	11/28/93	06/27/99	99-07
23.	SANGIORGI, ROENZO	26267	04/07/80	03/08/94	06/27/99	99-08
24.	MARTINEZ, RAMON	23816	10/09/84	03/08/94	06/27/99	99-09
25.	KEEGAN, WILLIAM	31779	10/21/85	03/08/94	10/10/99	99-11

POLICE LIEUTENANT SENIORITY
AUTHORIZED: 71 + 8 TSA = 79 TOTAL

REVISED: 4/11/2005

NO. NAME	EMP. NO.	DATE APPOINTED	PROMOTED SERGEANT	PROMOTED LIEUTENANT	SENIORITY IN GRADE
26. CAROLEO, RUDOLPH	36743	06/23/86	10/10/92	03/19/00	00-01
27. BRANT, JOHN	28506	02/28/83	03/08/94	04/30/00	00-03
28. MCEVOY, JOHN	26810	10/20/80	04/17/95	04/30/00	00-04
29. TIERNEY, BRIAN	33521	02/09/87	10/10/92	08/03/01	01-01
30. BURNS, WILLIAM	34628	04/11/88	03/08/94	08/03/01	01-02
31. KORBUL, WILLIAM	34639	04/11/88	03/08/94	11/04/01	01-04
32. O'DOHERTY, NIALL	34310	09/28/87	09/12/94	11/04/01	01-05
33. STALLONE, JOHN	31826	10/21/85	01/12/96	11/04/01	01-06
34. BRENNAN, KEVIN	28507	02/28/83	10/18/98	11/18/01	01-08
35. MACALUSO, JOSEPH	26125	02/11/80	12/20/98	11/18/01	01-09
36. SIMMS, JOHN	32209	02/25/86	06/27/99	11/18/01	01-12
37. DEMARCO, QUENTIN	38387	04/26/93	06/27/99	12/09/01	01-14
38. BAUMBACH, JEFFREY	32159	02/25/86	12/20/98	06/16/02	02-01
39. HONOVICH, MICHAEL	36766	06/23/86	09/01/93	08/08/02	02-04
40. ATTARD, DAVID L	26286	04/07/80	12/20/98	09/30/02	02-05
41. BRAZICKI, RICHARD	26126	02/11/80	02/11/91	01/24/03	03-01
42. ZUCKERBERG, PAUL	36795	06/23/86	09/01/93	01/24/03	03-02
43. COTIGNOLA JR., FRANK	26230	04/07/80	02/13/95	01/24/03	03-03
44. KUPPER, DONALD	36770	06/23/86	02/13/95	01/24/03	03-04
45. GILBURN JR., JOHN	26794	10/20/80	12/20/98	01/24/03	03-07
46. VARGAS, ROBERT	34323	09/28/87	12/20/98	01/24/03	03-08
47. MINERO, ANTHONY	31806	10/21/85	04/11/99	01/24/03	03-12
48. FARRELL, CHRISTOPHER	32176	02/25/86	06/27/99	01/24/03	03-13
49. BORAWSKI, HENRY	26154	02/11/80	10/31/99	01/24/03	03-14
50. SILVA, GERALDO	39275	11/01/93	01/14/00	01/24/03	03-15

POLICE LIEUTENANT SENIORITY
AUTHORIZED: 71 + 8 TSA = 79 TOTAL

REVISED: 4/11/2005

NO. NAME	EMP. NO.	DATE APPOINTED	PROMOTED SERGEANT	PROMOTED LIEUTENANT	SENIORITY IN GRADE
51. HEEKIN, FRANCIS	31792	10/21/85	09/01/93	05/02/03	03-16
52. SCANNELLA, ANTONIO	34648	04/11/88	02/13/95	05/02/03	03-17
53. ZIKA, JR., WILLIAM	31807	10/21/85	01/12/96	05/02/03	03-18
54. AQUINO, JOSE	32151	02/25/86	06/27/99	05/02/03	03-19
55. HARPER, LISHA	31488	04/26/93	05/22/00	11/07/03	03-21
56. POLAND, JOSEPH	38433	04/26/93	03/04/01	11/07/03	03-22
57. ENG, CHRISTIAN	23749	02/07/77	12/16/01	01/20/04	04-01
58. FRIEDMAN, JAY	32177	02/25/86	05/22/00	03/03/04	04-02
59. BRYAN, RAYMOND	39180	11/01/93	03/04/01	03/03/04	04-03
60. MCGOVERN, TIMOTHY	30500	05/18/92	12/24/00	06/14/04	04-04

DOCUMENT "C"

POLICE OPERATION INSTRUCTION
No. 2-15
Formerly P.D.I 2-15

POLICE LIEUTENANTS TRANSFER PROCEDURE

Revised June 1993
Revised June 1998
Revised April 2005

I. INTRODUCTION

This instruction establishes the procedure to be followed in transferring members of the force holding the rank of Police Lieutenants and Detective Lieutenants.

II. PURPOSES

The purpose of this instruction is to provide a fair and impartial system for transfers both voluntary and involuntary. The Facility Police Command to which an individual is assigned pursuant to this procedure shall be his permanently assigned Facility Police Command.

III. POLICY

A. All authorized Police Lieutenant positions will be filled in accordance with this transfer procedure.

B. Selection for preferred assignments enumerated in Section IV, B, hereof shall be at the discretion of the Superintendent of Police. The Superintendent of Police's selection for preferred assignments is not subject to the grievance arbitration procedure. Police Lieutenants may request preferred assignments. In the event a Police Lieutenant requests and does not receive a preferred assignment, he may request a meeting with the Superintendent of Police or his designated representative.

C. In the event any of the positions/assignments set forth in Section IV, B, below are filled as of the date of the execution of the Memorandum of Agreement, 2003-2010, the Police Lieutenant in that position/assignment as of that date shall remain in that position/assignment until he vacates said position by the occurrence of any of the following events;

1. Death
2. Promotion,
3. Retirement,
4. Resignation,
5. Transfer or permanent reassignment,
6. Involuntary removal as a result of disciplinary action, or
7. Involuntary removal for "demonstrable cause".

D. An individual selected by the Superintendent of Police to fill any of the positions set forth in Section IV, B, below may transfer voluntarily from said position, and when he does so, all of the provisions of Section IV, herein shall apply to such transfer.

E. Police Lieutenant(s) in an assignment identified in Section IV, B, will not have retreat rights to return to his last permanent Facility Police Command. Upon acceptance of the transfer, the Police Lieutenant must wait six (6) months before resubmitting his name for transfer to that Facility Police Command. During his assignment in the "Superintendents Selection Position" the Police Lieutenant shall have the right to remain on three (3) transfer lists to which he may accept a transfer.

F. If a Police Lieutenant in an assignment identified in Section IV, B, rejects a transfer when it is offered to him, his name will be removed from the transfer list. Applicants will be restricted from re-submitting a request to transfer to that Facility Police Command until six months have elapsed from the date of declination.

G. Whenever a Police Lieutenant enters reduced pay status on account of an absence due to sickness or injury on duty, he will be assigned to one of two authorized Police Lieutenant medically restricted positions to perform administrative work assignments working in a Day Tour, M-F, (SS RDO) work schedule (in his Consolidated Police Zone set forth in Section LV of this Memorandum of Agreement) in chronological order in which he entered reduced pay status. None of the payments provided for in Section XVI of this Memorandum of Agreement will be earned by such Police Lieutenant on restricted duty either as a result of his initial assignment or his return to full duty.

IV. PROCEDURE

A. Transfer lists will be maintained for the following Facility Police Commands. Holland Tunnel/Brooklyn Piers, Lincoln Tunnel, George Washington Bridge, Newark Liberty International Airport - Teterboro Airport/Port Newark-Port Elizabeth, Staten Island Bridges/Teleport, LaGuardia Airport, John F. Kennedy International Airport, PATH-World Trade Center, Port Authority Bus Terminal, and Lieutenants Reserve Pool.

B. The assignment of Police Lieutenants to the following positions are at the discretion of the Superintendent of Police whose selection thereof is not subject to the grievance arbitration procedure.

FACILITY POLICE COMMAND	POSITION
P.A. Bus Terminal	Staff Lieutenant
Police Academy	Fire & Emergency Services/ Law Enforcement Lieutenant
Police Headquarters	Absence Control Lieutenant
Police Headquarters	Planning & Research Lieutenant
Police Headquarters	Internal Investigations
Police Headquarters	Civilian Complaint Investigations Unit Lieutenants
Police Headquarters/SOD*	Staff Operations Lieutenant
Police Headquarters-SOD/OEM*	OEM Lieutenant

C. All requests for transfer shall be submitted on PA Form 2665 and will be directed to the Superintendent of Police or his designated representative. A notice of receipt will be returned to the applicant. All applicants for transfer shall be placed on the appropriate list according to the date the application was received. In the event that more than one application is received for the same list on the same day, Police Lieutenant seniority will be used to place the Police Lieutenants on the list.

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*Lieutenants selected for these positions by the Superintendent of Police must have a minimum of six (6) months in grade.

D. Requests for transfer to a Facility Police Command may be submitted after a Police Lieutenant has completed his six-month probationary period, and when accepted his name will be placed on the active transfer list for that Command. Upon completion of his sixth month of service as a Police Lieutenant, he will be eligible for transfer in accordance with this procedure.

E. In the event a vacancy occurs at any Facility Police Command for which a transfer list exists, the vacancy is to be filled from the appropriate transfer list in accordance with this transfer procedure until the last transfer would result in the assignment of any newly promoted Police Lieutenant to a Facility Police Command other than the Lieutenants Reserve Pool.

F. Intentionally Left Blank.

G. Positions held by Police Lieutenants who have successfully completed their six months in grade are considered to be vacant and they will be filled in accordance with this transfer procedure.

H. Upon acceptance of a transfer, Police Lieutenants may not voluntarily re-transfer for a period of six months from the date of assignment. In addition, the transferred Police Lieutenant will be required to remove his name from all but three active transfer lists. After the first accepted assignment, a Police Lieutenant will not be eligible to be on more than three active transfer lists.

I. If a Police Lieutenant rejects a transfer when it is offered to him, his name will be removed from the transfer list. Applicants will be restricted from re-submitting a request for transfer to that Facility Police Command until six months have elapsed from the date of declination.

J. In the event an opening occurs at a Facility Police Command and there are no transfer requests on the active list, or no eligible Police Lieutenant accepts the transfer and the Port Authority elects to fill the vacancy it will be filled using the following sequence:

1. If a vacancy occurs that results in a requirement for promotion, the individual promoted shall fill the vacancy at that Facility Police Command.

2. If the vacancy that occurs does not result in the requirement to promote, the junior qualified Police Lieutenant in the Lieutenants Reserve Pool who is not in the Pool as a result of his position on a

transfer list or by virtue of his accepting a transfer to the Lieutenants Reserve Pool, shall fill the vacancy.

3. If such a vacancy occurs and it cannot be filled in accordance with paragraphs 1 and 2 of this section, the junior qualified Police Lieutenant who has completed six months in grade at any Facility Police Command for which a transfer list is maintained, will be assigned to fill the vacancy.

K. Where transfers are required due to a reduction in force, they shall be accomplished in the inverse order of assignment to the Facility Police Command. Member(s) so transferred will be assigned to the Lieutenants Reserve Pool or to another Facility Police Command and in the same order be placed at the top of the list for assignment back to the Facility Police Command from which they were transferred.

V. DETECTIVE LIEUTENANT TRANSFER PROCEDURE

Transfer lists shall be established and maintained for the following CIB assignments: JFK, Police Headquarters and NLIA - Teterboro Airport/Port Newark-Port Elizabeth. All transfers for these assignments shall be in accordance with Section IV of this procedure. All Detective Lieutenants, Job Spec. 2616, shall be permitted to request transfers to fill positions within the CIB for which transfer lists are maintained.

VI. GENERAL

The Superintendent of Police may administer individual transfers in personal hardship cases or in individual situations he deems necessary for the good of the force.

Office of the Executive Director

The Port Authority
of New York and New Jersey

PAI 20-3.06
Revised June 30, 1976

LEAVE OF ABSENCE

I. Introduction

This instruction describes the policies and procedures governing ordinary and compassionate leaves of absence. Not covered by this PAI are other authorized periods of time away from work such as Military Leave (PAI 20-3.10), Sick Leave (PAI 20-3.03), Maternity Leave (PAI 20-3.12) and Excused Absences (PAI 20-3.05).

II. Types of Leave of Absence

A. Long Term Ordinary Leave: An authorized period of time away from work, without pay, for more than 14 consecutive calendar days, and for up to one year, granted only when such leave is clearly desirable in light of the employee's need and the best interests of the Port Authority. Permanent employees who have completed their probationary period and have maintained a satisfactory job performance record are eligible for long term ordinary leave. Long term ordinary leave may be granted to probationary employees only in the most exceptional circumstances. Long term leaves of absence must be recommended by the employee's Department Director and approved by the Personnel Director.

Employees returning from long term leave of absence may be reinstated to their former position classification or to another classification of similar pay and status. Such reinstatement, however, is not guaranteed and is subject to job availability. Employees who do not request reinstatement prior to the expiration date of their leave will be considered as having voluntarily resigned as of that date.

B. Short Term Ordinary Leave: An authorized period of time away from work, without pay, up to and including 14 consecutive calendar days. Department Directors or their designees may, at their discretion, grant an unpaid leave of absence, not exceeding 14 consecutive calendar days, to permanent employees, including those serving their probationary period.

C. Compassionate Leave: A period of time away from work, without pay, granted to employees in TWU classes only, at the discretion of Port Authority management for a total of three days (which need not be consecutive) in a calendar year, when an employee must attend the funeral of a relative or the serious

illness of a member of the employee's immediate family (spouse , child, parent, brother, sister, spouse's parent, other person living in the employee's home). When such time off is not covered by PAI 20-3.05, Excused Absence, compassionate leave will be granted by a unit head on request of the employee and is applicable to permanent employees, including those serving their probationary period.

III. Operating Rules and Procedures

Exhibit A, attached, contains the detailed operating rules and procedures relating to administration of leaves of absence.

Exhibit A