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.

EXHIBIT A

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.

EXHIBIT A

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 1/22/9C

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 1/22/9C

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-224 1/22/9C

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-224 1/22/9C

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 1/22/90

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 1/22/90 CN-224 1/22/90

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 1/22/90

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-224 1/22/9

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

(Over)

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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5/12/[illegible]

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 99 1/9/7

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. CN 99 1/9/74

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.

CN-87
6/29/73

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.

CN-96
3/3/73

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 1.

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

PAI 20-4.01
Exhibit B

	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

DOCUMENT "I"

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 Police Lieutenants.

II. Policy

The Port Authority's Tuition Assistance Program provides an opportunity for eligible Police Lieutenants 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 Police Lieutenants 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 Police Lieutenants 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. Police Lieutenants 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 Police Lieutenant/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 Police Lieutenant 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 Police Lieutenant/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 Police Lieutenant/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;

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.

DOCUMENT "M"

POLICE LIEUTENANTS AND DETECTIVE LIEUTENANTS POSITION AND/OR ASSIGNMENT LIST

COMMAND								
		15SQ	Day/After	Day	Mid Night	VR	Total	
HT-BP	LT		3		1		4	
PATH-WTC	LT		3	1	1	1	6	
SUB TOT			6	1	2	1	10	10
PABT	LT		3	1	1	1	6	
GWB	LT		3	1	1	1	6	
LT	LT		3		1	0	4	
SUB TOT			9	2	3	2	16	16
NLIA-TET/PN-PE	LT		3	2	1	1	7	
SIB-TEL	LT		3		1		4	
SUB TOT			6	2	2	1	11	11
JFKIA	LT		3	2	1		6	
LGA	LT		3	1	1	1	6	
SUB TOT			6	3	2	1	12	12
		15 SQ.	Day/After	Day	Mid Night	VR		
Lt Res Pool	LT-117		3		7	MID VR 1	11	
PHQ-SOD/OEM	Lt-111			1			1	
SOD Staff/Ops	Lt-111			1			1	
Pol Academy	LT-114			1			1	
LBA Pres	LT-111			1			1	
Pol P & R	LT-111			1			1	
HQ ACU	LT-111			1			1	
CCIU	LT-110			4			4	
IAB	LT-110		1				1	
CIB	D LT-112		3				3	
SUB TOT			7	10	7	1	25	25
Total			34	18	16	6	74	74

I. ADMINISTRATIVE CHART POSITIONS

A. To work Day Tours, Monday through Friday, with Saturday and Sunday regular days off. Will also receive eleven (11) Port Authority Holidays and six (6) additional days off to receive a minimum of 121 and a maximum of 123 days off (RDO's) per calendar year.

Facility Police Command	Position	
Police Headquarters	Planning and Research	1 *
Police Headquarters	Absence Control	1 *
Police Headquarters	Police Academy	1 *
Police Headquarters	Civilian Complaint Investigations Unit	4 *
PABT	Staff Lieutenant	1 *
GWB	Staff Lieutenant	
JFKIA	Training & Scheduling Lieutenant	1
JFKIA	Security & Equipment Lieutenant	1
LGA	Staff Lieutenant	1
NLIA-TET/PN-PE	Staff Lieutenant	1
NLIA-TET/PN-PE	Security & Equipment Lieutenant	1
PATH-WTC	Staff Lieutenant	1
Police Headquarters	Police Headquarters/OEM	1***
Police Headquarters	SOD-Staff/Ops Lieutenant	1***

B. To work Day Tours and Night Tours, alternate weeks, Monday through Friday, with Saturday and Sunday as regular days off. Will also receive eleven (11) Port Authority Holidays and six (6) additional days off to receive a minimum of 121 and a maximum of 123 days off (RDO's) per calendar year.

Facility Police Command	Position
Police Headquarters (CIB-JFKIA)	Detective Lieutenant **
Police Headquarters (CIB-NLIA)	Detective Lieutenant **
Police Headquarters (CIB-HQ)	Detective Lieutenant **
Police Headquarters	Headquarters Investigations Lieutenant *

* Denotes Superintendent of Police Selection for transfer to said position in accordance with POI 2-15 annexed to the Memorandum of Agreement when vacated by present incumbent.

** Detective Lieutenants may be assigned to any Facility Police Command and shall respond to any location in the performance of Detective Lieutenant duties.

***Denotes Superintendent of Police selection for transfer to said position in accordance with Document "C" annexed to the MOA. Lieutenants selected for these positions by the Superintendent of Police must have a minimum of six (6) months in grade as a Lieutenant.

II. PREFERRED ASSIGNMENTS

Facility Police Command	Position
Police Headquarters	Planning and Research *
Police Headquarters	Absence Control *
Police Headquarters	Police Academy *
Police Headquarters	CCIU *
Police Headquarters	Headquarters Investigations *
Police Headquarters	Police Headquarters/OEM**
Police Headquarters	SOD-Staff/Ops Lieutenant**
PABT	Staff Lieutenant *
GWB	Staff Lieutenant
JFKIA	Training and Scheduling Lieutenant
JFKIA	Security and Equipment Lieutenant
LGA	Staff Lieutenant
NLIA-TET/PN-PE	Staff Lieutenant
NLIA-TET/PN-PE	Security and Equipment Lieutenant
PATH	Staff Lieutenant

* Denotes Superintendent of Police selection for transfer to said position in accordance with P01 2-15 annexed to the Memorandum of Agreement.

**Denotes Superintendent of Police selection for transfer to said position in accordance with Document "C" annexed to the MOA. Lieutenants selected for these positions by the Superintendent of Police must have a minimum of six (6) months in grade as a Lieutenant.

III. SQUAD AND POSITION

All other Lieutenant assignments, including any new assignments; not listed in Paragraph II above as preferred assignments shall be considered squad and positions and shall be filled in accordance with the provisions of this Memorandum of Agreement.

All above positions and assignments shall be maintained in accordance with the provisions of the Memorandum of Agreement.

DOCUMENT "N"

WORK CHART LBA #01-15 SQUAD CHART - LRP ONLY

ROTATING DAYS & TOURS - 30 DAY CYCLE

No.	DATE	DAY	* NIGHTS	* DAYS	* AFTERNOON	RDO
1	1/1/2005	Saturday	2,9	3,6,11,14	5,8,12,15	1,4,7,10,13
2	1/2/2005	Sunday	2,10	4,7,11,14	1,5,8,13	3,6,9,12,15
3	1/3/2005	Monday	2,10	4,7,11,14	1,5,8,13	3,6,9,12,15
4	1/4/2005	Tuesday	3,10	4,7,12,15	1,6,9,13	2,5,8,11,14
5	1/5/2005	Wednesday	3,10	4,7,12,15	1,6,9,13	2,5,8,11,14
6	1/6/2005	Thursday	3,11	5,8,12,15	2,6,9,14	1,4,7,10,13
7	1/7/2005	Friday	3,11	5,8,12,15	2,6,9,14	1,4,7,10,13
8	1/8/2005	Saturday	4,11	1,5,8,13	2,7,10,14	3,6,9,12,15
9	1/9/2005	Sunday	4,11	1,5,8,13	2,7,10,14	3,6,9,12,15
10	1/10/2005	Monday	4,12	1,6,9,13	3,7,10,15	2,5,8,11,14
11	1/11/2005	Tuesday	4,12	1,6,9,13	3,7,10,15	2,5,8,11,14
12	1/12/2005	Wednesday	5,12	2,6,9,14	3,8,11,15	1,4,7,10,13
13	1/13/2005	Thursday	5,12	2,6,9,14	3,8,11,15	1,4,7,10,13
14	1/14/2005	Friday	5,13	2,7,10,14	1,4,8,11	3,6,9,12,15
15	1/15/2005	Saturday	5,13	2,7,10,14	1,4,8,11	3,6,9,12,15
16	1/16/2005	Sunday	6,13	3,7,10,15	1,4,9,12	2,5,8,11,14
17	1/17/2005	Monday	6,13	3,7,10,15	1,4,9,12	2,5,8,11,14
18	1/18/2005	Tuesday	6,14	3,8,11,15	2,5,9,12	1,4,7,10,13
19	1/19/2005	Wednesday	6,14	3,8,11,15	2,5,9,12	1,4,7,10,13
20	1/20/2005	Thursday	7,14	1,4,8,11	2,5,10,13	3,6,9,12,15
21	1/21/2005	Friday	7,14	1,4,8,11	2,5,10,13	3,6,9,12,15
22	1/22/2005	Saturday	7,15	1,4,9,12	3,6,10,13	2,5,8,11,14
23	1/23/2005	Sunday	7,15	1,4,9,12	3,6,10,13	2,5,8,11,14
24	1/24/2005	Monday	8,15	2,5,9,12	3,6,11,14	1,4,7,10,13
25	1/25/2005	Tuesday	8,15	2,5,9,12	3,6,11,14	1,4,7,10,13
26	1/26/2005	Wednesday	1,8	2,5,10,13	4,7,11,14	3,6,9,12,15
27	1/27/2005	Thursday	1,8	2,5,10,13	4,7,11,14	3,6,9,12,15
28	1/28/2005	Friday	1,9	3,6,10,13	4,7,12,15	2,5,8,11,14
29	1/29/2005	Saturday	1,9	3,6,10,13	4,7,12,15	2,5,8,11,14
30	1/30/2005	Sunday	2,9	3,6,11,14	5,8,12,15	1,4,7,10,13

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

* As defined in Section XVI, 1, b of the Memorandum of Agreement

DOCUMENT "N"

WORK CHART LBA #02

ADMINISTRATIVE CHART - 7 DAY CYCLE

Work steady Day Tours - Monday through Friday, Saturday and Sunday as RDO's. Receive 11 Port Authority Holidays and no fewer than 121 or more than 123 RDO's per calendar year.

No.	DATE	DAY	* DAYS	RDO
1	1/1/2005	Saturday		A
2	1/2/2005	Sunday		A
3	1/3/2005	Monday	A	
4	1/4/2005	Tuesday	A	
5	1/5/2005	Wednesday	A	
6	1/6/2005	Thursday	A	
7	1/7/2005	Friday	A	
8	1/8/2005	Saturday		A
9	1/9/2005	Sunday		A
10	1/10/2005	Monday	A	
11	1/11/2005	Tuesday	A	
12	1/12/2005	Wednesday	A	
13	1/13/2005	Thursday	A	
14	1/14/2005	Friday	A	
15	1/15/2005	Saturday		A
16	1/16/2005	Sunday		A
17	1/17/2005	Monday		A
18	1/18/2005	Tuesday	A	
19	1/19/2005	Wednesday	A	
20	1/20/2005	Thursday	A	
21	1/21/2005	Friday	A	
22	1/22/2005	Saturday		A
23	1/23/2005	Sunday		A
24	1/24/2005	Monday	A	
25	1/25/2005	Tuesday	A	
26	1/26/2005	Wednesday	A	
27	1/27/2005	Thursday	A	
28	1/28/2005	Friday	A	
29	1/29/2005	Saturday		A
30	1/30/2005	Sunday		A
31	1/31/2005	Monday	A	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

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DOCUMENT "N"

WORK CHART LBA #04

STEADY NIGHT TOUR - ROTATING DAYS OFF

POSITIONS A,B,C

11X7 (4X2)

No.	DATE	DAY	* NIGHT	RDO
1	1/1/2005	Saturday	A, B	C
2	1/2/2005	Sunday	B, C	A
3	1/3/2005	Monday	B, C	A
4	1/4/2005	Tuesday	A, C	B
5	1/5/2005	Wednesday	A, C	B
6	1/6/2005	Thursday	A, B	C
7	1/7/2005	Friday	A, B	C
8	1/8/2005	Saturday	B, C	A
9	1/9/2005	Sunday	B, C	A
10	1/10/2005	Monday	A, C	B
11	1/11/2005	Tuesday	A, C	B
12	1/12/2005	Wednesday	A, B	C
13	1/13/2005	Thursday	A, B	C
14	1/14/2005	Friday	B, C	A
15	1/15/2005	Saturday	B, C	A
16	1/16/2005	Sunday	A, C	B
17	1/17/2005	Monday	A, C	B
18	1/18/2005	Tuesday	A, B	C
19	1/19/2005	Wednesday	A, B	C
20	1/20/2005	Thursday	B, C	A
21	1/21/2005	Friday	B, C	A
22	1/22/2005	Saturday	A, C	B

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

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DOCUMENT "N"

WORK CHART LBA #07

DAY TOURS/AFTERNOON TOURS ROTATING DAYS OFF

JFKIA, LGA, PATH-WTC-HT-BP, NLIA-TET/PN-PE, SIB-Teleport, PABT, GWB, LT

12 DAY CYCLE

No	DATE	DAY	* DAY	* AFTERNOON	RDO
1	1/1/2005	Saturday	2	3	1
2	1/2/2005	Sunday	2	1	3
3	1/3/2005	Monday	2	1	3
4	1/4/2005	Tuesday	3	1	2
5	1/5/2005	Wednesday	3	1	2
6	1/6/2005	Thursday	3	2	1
7	1/7/2005	Friday	3	2	1
8	1/8/2005	Saturday	1	2	3
9	1/9/2005	Sunday	1	2	3
10	1/10/2005	Monday	1	3	2
11	1/11/2005	Tuesday	1	3	2
12	1/12/2005	Wednesday	2	3	1

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

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DOCUMENT "N"

WORK CHART LBA #8

STEADY DAYS

ASSOCIATION WORK CHART - 21 DAY CYCLE

No	DATE	DAY	NIGHTS	RDO
1	1/1/2005	Saturday	E	
2	1/2/2005	Sunday		E
3	1/3/2005	Monday		E
4	1/4/2005	Tuesday	E	
5	1/5/2005	Wednesday	E	
6	1/6/2005	Thursday	E	
7	1/7/2005	Friday	E	
8	1/8/2005	Saturday	E	
9	1/9/2005	Sunday		E
10	1/10/2005	Monday		E
11	1/11/2005	Tuesday	E	
12	1/12/2005	Wednesday	E	
13	1/13/2005	Thursday	E	
14	1/14/2005	Friday	E	
15	1/15/2005	Saturday		E
16	1/16/2005	Sunday		E
17	1/17/2005	Monday		E
18	1/18/2005	Tuesday	E	
19	1/19/2005	Wednesday	E	
20	1/20/2005	Thursday	E	
21	1/21/2005	Friday	E	
22	1/22/2005	Saturday	E	
23	1/23/2005	Sunday		E
24	1/24/2005	Monday		E
25	1/25/2005	Tuesday	E	
26	1/26/2005	Wednesday	E	
27	1/27/2005	Thursday	E	
28	1/28/2005	Friday	E	
29	1/29/2005	Saturday	E	
30	1/30/2005	Sunday		E

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

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DOCUMENT "N"

WORK CHART LBA #20

Day Tours/Afternoon Tours, Monday through Friday, Saturday and Sunday as RDO's. Receive 11 Port Authority Holidays and no fewer than 121 RDO's or more than 123 RDO's per calendar year.

7 Day Cycle.

No	DATE	DAY	* DAYS	* AFTERNOON	RDO
1	1/1/2005	Saturday			AB
2	1/2/2005	Sunday			AB
3	1/3/2005	Monday	B	A	
4	1/4/2005	Tuesday	B	A	
5	1/5/2005	Wednesday	B	A	
6	1/6/2005	Thursday	B	A	
7	1/7/2005	Friday	B	A	
8	1/8/2005	Saturday			AB
9	1/9/2005	Sunday			AB
10	1/10/2005	Monday	A	B	
11	1/11/2005	Tuesday	A	B	
12	1/12/2005	Wednesday	A	B	
13	1/13/2005	Thursday	A	B	
14	1/14/2005	Friday	A	B	
15	1/15/2005	Saturday			AB
16	1/16/2005	Sunday			AB
17	1/17/2005	Monday			AB
18	1/18/2005	Tuesday	B	A	
19	1/19/2005	Wednesday	B	A	
20	1/20/2005	Thursday	B	A	
21	1/21/2005	Friday	B	A	
22	1/22/2005	Saturday			AB
23	1/23/2005	Sunday			AB
24	1/24/2005	Monday	A	B	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

* As defined in Section XVI, 1, b of the Memorandum of Agreement

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 ma- -er prescribed by law.

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.

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.

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

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To: All Facility Commanding Officers
From: John S. Giovanni
Date: September 29, 1981
Subject: TOUR COMMANDER DISCRETION - TWO-MAN PATROLS

Reference:

Copy To:

Refer To	Date	Notes
Return To		File

DOCUMENT "Q"

Tour Commanders at Port Authority facilities have in the past exercised their discretion to team up police officers on patrol. It is the intention of the Port Authority Police Division to continue to allow Tour Commanders to team up police officers when, in the judgment of the Tour Commander, it is warranted by a legitimate concern for the officer's safety.

Commanding Officers should discuss this matter with their police supervisors so they understand the applicability of this practice at their respective commands

John S. Giovanni
Superintendent of Police

THE PORT AUTHORITY *OF NY & NJ* **Memorandum**

DOCUMENT "R"

TO: All Facility Police Commanding Officers
FROM: John S. Goivanni
DATE: September 29, 1981
SUBJECT: **POLICE LIEUTENANT – MEAL AND RELIEF PERIODS**

COPY TO: R. Bennett, D. Darcy, L. LaCapra, J. Perretti, E. Rossano

A recent arbitration decision involving Police Lieutenants meal and relief periods has resulted in clarifying several questions.

Police Lieutenants are entitled to up to 75 minutes for meal and relief periods during their tour of duty, and we all must recognize that they are as much entitled to enjoy an uninterrupted meal break as anyone else. Commanding Officers are encouraged to review existing practices and adopt revisions to procedures to permit the scheduling of an uninterrupted meal break for all Lieutenants.

Certainly, in emergencies or for other critical reasons, interruptions may occur, or meal periods may have to be rescheduled, but significant reduction in such interruptions can occur through the establishment of priorities.

While you should also be aware that overtime compensation is not authorized to be paid for missed meal periods, you are authorized to provide appropriate excused time in the event meals have been reduced or interrupted.

s/s John S. Giovanni
Superintendent of Police

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 now, 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 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.

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048
(212) 466-7700
(201) 622-6010

DOCUMENT T

April 13, 1988

Mr. Charles Papetti, President
Port Authority Superior Officers
Association
220 Bridge Plaza South, 2nd Floor
Fort Lee, New Jersey 07024

Dear Mr. Papetti:

In response to your request for information as to the differences between the Group Health Insurance in effect for managerial employees as of July 3, 1983, and that in effect for managerial employees as of July 26, 1987, please be advised that the latter generally provides the following additional elements:

- coverage for both out-patient and in-patient treatment of drug dependency on the same basis as provided for alcohol dependency

- the lifetime major medical maxiumum has been increased to one million dollars.

Sincerely,

Dwight D. Darcy, Manager
Labor Relations Division

DDD:gk

Writer's direct dial telephone _____

THE PORT AUTHORITY OF NY & NJ

DOCUMENT U

AGREEMENT

On January 14, 1993, the Lieutenants Benevolent Association accepted office space at the Port Authority Technical Center, Room #226, 241 Erie Street, Jersey City, New Jersey 07310. Said space, as is, satisfies the terms and conditions of employment as set forth in the Memorandum of Agreement dated April 13, 1988 and resolves grievance 7L-92 and Improper Practice IP-92-24.

Said space, heretofore known as Room #226 is located on the second floor of the Port Authority Technical Center and will be solely used by the Port Authority Lieutenants Benevolent Association.

Room #212, the adjacent conference room, will be made available to the Association to hold meetings upon proper notification to the facility manager's office. Said meetings will be conducted after business hours.

In the event, the space provided to the Association becomes unavailable, for any reason, mutually agreeable space, compatible in size to room #226 will be provided to the Association as well as telephone service under the same terms and conditions of employment. Should the space become unavailable, the Port Authority will give prior written notice to the Association providing 120 days notice to vacate the premises. All provisions of this agreement will remain in full force and effect until a new Memorandum of Agreement is negotiated.

CONCURRENCE: DATE:

Hank Zulauf 1-15-93

for Dwight D. Darcy, Manager
Labor Relations Division

1/25/93

Louis Echavarria, Jr.
Lieutenants Benevolent Association

DOCUMENT V

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DOCUMENT W

THE PORT AUTHORITY SUPERIOR OFFICERS ASSOCIATION and the PORT AUTHORITY OF NEW YORK AND NEW JERSEY Hereby Agree:

1. In settlement of all claims relating to Grievance Nos. 27L, 28L, 29L-85, the Port Authority shall pay Detective Lieutenants Caron and Brunell for 8 hours each at the overtime rate defined in Section XIII(1) of the Memorandum of Agreement between the Port Authority and the SOA, executed on July 31, 1984.

2. Although Detective Lieutenants are not usually on on-call status, they may be required by their superiors to be on on-call status. In this event the provisions of the M.O.A. shall apply. At the Port Authority's option, and in lieu of usage of a vehicle, the Port Authority will pay the Detective Lieutenant who is placed on call one lump-sum payment of one hour at the overtime rate referred to in No. 1 above for each calendar day he is on call.

3. If a Detective Lieutenant who is not on on-call status is contacted by telephone one or more time(s) during his off-duty hours the Detective Lieutenant shall be paid one hour at the overtime rate referred to in No. 1 above, per calendar day, provided that such call(s) vas(vere) authorized by a police supervisor of the rank of Captain or above. Furthermore, the Detective Lieutenant shall not be entitled to any compensation for such contact if the Detective Lieutenant physically reports into work, as a result of such contact. If the Detective Lieutenant does physically report into work as a result of such contact, his overtime payment shall be in accordance with the M.O.A.

5. The above shall constitute a complete resolution of Grievance Nos. 27L, 28L, 29L-85 and the Demand for Arbitration in AAA Case No. 1330-1824-85 shall hereby be deemed withdrawn.

Port Authority Superior Officers Association — Date: 9/1/87

Port Authority of New York and New Jersey — Date: 9/1/87

THE PORT AUTHORITY

DOCUMENT X

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

One World Trade Center
New York, N.Y. 10048
(212) 466-7000
(201) 432-6600

DOCUMENT Y

April 13, 1988

Mr. Charles Papetti, President
Port Authority Superior
Officers Association
220 Bridge Plaza South
Fort Lee, N.J. 07024

Dear Mr. Papetti:

In connection with our Memorandum of Agreement, The Port Authority of New York and New Jersey (Port Authority) and the Port Authority Superior Officers Association (SOA) hereby set forth the following mutual understandings:

1. The SOA does not have any unit work claim to construction coordination work performed by non-police personnel at the George Washington Bridge Facility Police Command (G.W.B.). The Staff Lieutenant at the G.W.B., in addition to other duties, shall be responsible for the coordination of construction activity on behalf of the G.W.B. police unit.

2. The SOA retains the unit work of Tour Commander at the Staten Island Bridge/Teleport, Lincoln Tunnel, Holland Tunnel and George Washington Bridge Facility Police Commands. It acknowledges the assignment by the Port Authority of patrol sergeants at the Holland and Lincoln Tunnels and acknowledges that it does not have any unit work claim as a result of either the assignment of patrol sergeants to those facilities or the performance of patrol sergeant duties. The SOA agrees that it will not raise any unit work claim it may have, if any, to work performed by patrol sergeants at any of these four Facility Police Commands as a result of the extension of patrol sergeant coverage beyond 6x2 and 2x10, Monday through Friday, e.g., to the 10x6 tour Monday through Friday or to any tour(s) on the weekends or holidays, so long as the responsibilities of Tour Commander at that Facility Police Command is assigned to Lieutenants.

3. In the event the Port Authority "grandfathers" Sgt. M. Levine in his current work schedule at the G.W.B. Facility Police Command until January 6, 1989, Sgt. Levine may be assigned various staff duties or special projects during that period of

LAE

Author's direct telephone _____

time by the Commanding Officer. The SOA agrees that it will not raise any unit work claim it may have, if any, as a result of work performed during that period of time by Sgt. Levine.

4. The Port Authority will establish within the Criminal Investigations Bureau a unit staffed by police and non-police personnel to perform the functions previously performed by the Office of Special Planning, to include the gathering and dissemination of terrorist/intelligence information and the performance of security studies and evaluations requested of Police Division. This unit, which will be based at Police Division, will be included within the units for which Detective Lieutenants have responsibility consistent with Job. Specification No. 2616. The SOA agrees that it does not have any unit work claim to any work related to the work of this unit as described above which is performed by any non-unit police personnel below the rank of Detective Sergeant or by any non-police personnel assigned to this unit.

Please indicate your concurrence in the above on behalf of the SOA by signing in the space provided below, and return a signed original of this letter to me.

Sincerely,

Dwight D. Darcy, Manager
Labor Relations Division

CONCUR: Charles Papetti
Charles Papetti, President
Port Authority Superior
Officers Association

DATE: 4.13.88

THE PORT AUTHORITY OF NY & NJ

ONE WORLD TRADE CENTER
NEW YORK, NY 10048

(212) 435-7000
(201) 961-6600

DOCUMENT Z

November 13, 1997

Lieutenant Louis Echavarria, President
Port Authority Lieutenants Benevolent Association
282 First Avenue
Massapequa Park, N.Y. 11762

John Lynch, President
The Union of Automotive Technicians
7 Byrd Street
Iselin, N.J. 07095

Re: Settlement of Improper Practice Charges
IP 97-12 (UOAT), 97-31 (LBA), 97-32 (UOAT)
and Grievance No. 1330 0341 97 (1L-97)

Dear Lieutenant Echavarria and Mr. Lynch:

The parties agree to the following in full resolution of the above referenced Improper Practice Charges and Grievance.

IP 97-12 (UOAT) and 1L-97

The Union of Automotive Technicians ("UOAT") filed Improper Practice Charge IP 97-12 with the Port Authority Employment Relations Panel ("Panel") alleging that The Port Authority of New York and New Jersey ("Port Authority") violated the Port Authority Labor Relations Instruction ("Instruction") by failing to provide UOAT members with a Personal Information Profile for 1996. Likewise, the Port Authority Lieutenants Benevolent Association ("LBA") filed a grievance with the American Arbitration Association alleging that the Port Authority violated the Memorandum of Agreement by failing to provide LBA members with a Personal Information Profile for 1996. This grievance was withdrawn from the American Arbitration Association and consolidated with the above referenced charges.

In resolution of IP 97-12 and LBA Grievance 1L-97the Port Authority acknowledges: under the Memorandum of Agreement between the Port Authority and the UOAT §XI b. and under the Memorandum of Agreement between the Port Authority and the LBA Letter Addendum dated June 3, 1993, the Port Authority is obligated to issue Personal Information Profiles to members of the UOAT and LBA bargaining units on an annual basis. The Port Authority did not issue Personal Information Profiles in 1996.

IP 97-31 (LBA) and IP 97-32 (UOAT)

The LBA and UOAT filed identical Improper Practice Charges against the Port Authority alleging that it violated the Instruction and the parties' Memorandum of Agreement by implementing unilateral alterations in the June 1997 distribution of Personal Information Profiles.

In resolution of IP 97-31,32 the Port Authority agrees to include the following in the 1998 Personal Information Profile:

1. Health Insurance - The same type of information as set forth in the 1997 Personal Information Profile will be included. However, the open enrollment health insurance package describing the plans will also be attached to the end of each Personal Information Profile.

2. Coordination of Benefits - This topic will be included and will provide the same type of information as set forth in the 1994 Personal Information Profile.

3. Retirement System - The same type of information regarding the retirement system as set forth in the 1997 Personal Information Profile will be included. However, this section will also refer employees to their New York State and Local Retirement Systems Member Statement for specific information. The Port Authority agrees that if the New York State and Local Retirement Systems cease providing the information set forth in the Member Statement, the Port Authority will provide the same type of information on the retirement system that was included in the 1994 Personal Information Profile.

4. Sick leave - The Personal Information Profile will refer to the current Memorandum of Agreement.

5. Vacation - The Personal Information Profile will refer to the current Memorandum of Agreement.

6. Personal leave days - The Personal Information Profile will refer to the current Memorandum of Agreement.

7. Long-Term Disability - The Personal Information Profile will refer to the current Memorandum of Agreement.

8. Unemployment compensation - This topic will be included and will provide the same type of information as set forth in the 1994 Personal Information Profile.

9. Social Security - This topic will be included and will provide the same type of information as set forth in the 1994 Personal Information Profile.

10. Forms and Worksheets - The Employee Personal Status Change Form, Home Address and Telephone Change Request Form and Retirement Benefit Worksheets for Tier 1, 2, 3 and 4 members will be attached to the Personal Information Profile. However, the worksheets will be revised by deleting the Port Authority Employment Benefits telephone number and by referring employees to the Retirement System Member Statement rather than to the Retirement Section of the Personal Information Profile.

Very truly yours,

Rosetta A. Jannotto
Employee Benefits Manager

cc: Rebecca C. Croneberger, Esq.
William Morrison, Esq.

CONCUR:

Louis Echevarria, President
Port Authority Lieutenants
Benevolent Association

Date: December 1, 1997

John Lynch, President
The Union of Automotive Technicians

Date: December 4, 1997

DOCUMENT AA

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 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 arbitrator shall be final and binding upon the Association, the employee and the Port Authority.

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

Step 1 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.

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.

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 April 03

Joseph J. Seymour
Executive Director

Attachment

Office of the Executive Director The Port of New York Authority	DOCUMENT DD 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 "EE"

LONG-TERM DISABILITY (LTD) PROGRAM
Lieutenants Benevolent Association (LBA)

INTRODUCTION

Effective July 3, 1983 the LTD program was extended to employees represented for collective negotiations by the Port Authority Lieutenants Benevolent Association in a Memorandum of Agreement executed on April 12, 2005.

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 Police Lieutenant. 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 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 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 XI 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 Police Lieutenant 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.

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

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.

[illegible] Counsel and
Assistant Executive Director
(212) 466-7691
(212) 432-6610 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

Lay

This letter is not subject to the grievance-arbitration procedure of the Memorandum of Agreement.

THE PORT AUTHORITY OF NY & NJ

Police Division
One PATH Plaza
Jersey City, N.J. 07306

July 25, 1990

Lieutenant Charles Papetti
President, Port Authority Police
Superior Officers Association
42 Fenway
Rockville Centre, New York 11570

Dear Lieutenant Papetti:

In an attempt to address a concern which has been raised on several occasions by the SOA with respect to the impact the utilization of Reserve Pool Lieutenants has on the equalization of overtime across facilities, a change is being made in the manner in which Reserve Pool Lieutenants are scheduled.

The procedure of assigning Reserve Pool Lieutenants to facilities in advance will be discontinued. The Central Police Desk Sergeants will schedule Reserve Pool Lieutenants, to facilities for which they are qualified, on a day to day basis. In making these assignments the Central Desk Sergeants have been instructed to take into consideration the equalization of overtime between facilities. On those occasions where the number of Reserve Pool Lieutenants are insufficient to cover the available vacancies, every effort is to be made to assign the Reserve Pool Lieutenant in a manner which will result in the overtime assignment being offered at a facility where the available Lieutenant with the lowest overtime hours. A copy of the instructions being given to the Central Desk Sergeants is attached for your information.

While this change in procedure is consistent with the Memorandum of Agreement between the Port Authority and the SOA it does represent a change to a procedure which has been in effect for some time. To preclude any misunderstanding in the future on this matter, I request your confirmation that the SOA will not bring a challenge to this change in procedure based on past practice.

Please indicate your agreement by signing below and return a signed copy to me at my office.

Sincerely,

Gerald R. Drasheff, Manager
Police Planning and
Administration

CONCURRENCE:

_____
Charles Papetti, President,
Port Authority Police Superic
Officers Association

THE PORT AUTHORITY *OF NY & NJ* **Memorandum**

TO: All Commanding Officers
FROM: Thomas Farrell, Assistant Chief
DATE: June 30, 1998
SUBJECT: **TOUR COMMANDER – CRIMINAL INVESTIGATIONS BUREAU PROTOCOL**

COPY TO: F. Morrone, J. Romito, W. Hall, J. Morris, L. Mackesy, DEA, LBA, SBA, file

The Criminal Investigation Bureau (CIB) is responsible for criminal investigations as well as investigations of unusual occurrences.

Tour Commanders upon notification of an unusual occurrence and believing a CIB response is required shall consult with the Detective Supervisor. The Tour Commander, in the event CIB units are not available at his Facility Police Command, will contact with the Central Police Desk (CPD). The CPD will notify the CIB Supervisor to make contact with the Tour Commander for consultation.

The Detective Supervisor after conferring with the Tour Commander shall be responsible for the assignment of CIB investigative personnel. The CIB Supervisor and Detectives have the responsibility for the manner in which the investigative tasks are conducted. The Detectives will communicate with CIB supervision and Tour Commanders during the course of and/or upon completion of their assigned investigative tasks.

Any issues or disputes which arise during the course of an investigation will be referred to the Facility Commanding Officer and CIB Commanding Officer for resolution.

CIB responsibilities during unusual occurrence investigations are similar to those described in POI 5-13, Crime Scene, which may serve as a guideline to Tour Commanders.

Thomas Farrell
Assistant Chief
Public Safety Department

THE PORT AUTHORITY OF NY & NJ

THE WORLD TRADE CENTER
NEW YORK, NY 10048

(212) 435-7000
(973) 961-6600

THE PORT AUTHORITY OF NY & NJ **MEMORANDUM**

To: Michael Valenti, Lieutenant
From: Joseph Morris
Date: July 1, 1998
Subject: **Assignment of Lieutenants in Reserve Pool**

Copy To: T. Farrell, J. Romito, W. Hall, CPD Sergeants, LBA, SBA, File

Refer: Memo dated 07/19/90 W. Cafaro to All Central Police Desk Sergeants

This memorandum is to reiterate the above referenced memorandum, Lieutenants assigned to the Lieutenants Reserve pool will not be scheduled to a facility in advance by the Central Police Desk Staff Sergeant. Central Police Desk Sergeants will schedule Reserve Pool Lieutenants on a day to day basis to any facility for which they are qualified.

In making such assignments, on those occasions where there are more vacancies than can be covered by the available Reserve Pool Lieutenants, the Reserve Pool Lieutenants are to be assigned in such a manner so that the overtime opportunity will occur at the facility where a Lieutenant with the lowest overtime hours is available to work.

Joseph Morris
Deputy Inspector/Labor Relations Unit
Public Safety Department

THE PORT AUTHORITY OF NY & NJ

POLICE HEADQUARTERS
PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NJ 07310

February 10, 2005

Lieutenant Louis Echavarria, Jr.
President Port Authority Police
Lieutenants Benevolent Association
282 1st Avenue
Massapequa Park, NY 11762

RE: P.A.I. 20-1 DATED 9/70; P.D.I. 2-5 AND 7-1 REVISED DATED 9/81

Dear Lieutenant Echavarria:

In the event a member of the force conducts himself in a manner which renders him unfit for the responsibilities of a Lieutenant, 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,

Michael P. Valenti
Deputy Chief
Chief of Staff

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

Lieutenant Louis Echavarria, Jr.
President, Port Authority Lieutenants
Benevolent Association
241 Erie St. – Rm. 226
Jersey City, NJ 07310

Dear Lieutenant Echavarria:

Effective immediately, the Port Authority Police Lieutenants Benevolent 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

POLICE HEADQUARTERS
PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NEW JERSEY 07310

March 10, 2005

Lieutenant Louis Echavarria, Jr.
President
Port Authority Lieutenant's Benevolent
Association, Inc.
282 First Avenue
Massapequa Park, NY 11762

RE: HOLIDAYS/2005/ADMINISTRATIVE CHART

Dear Lieutenant Echavarria:

This letter shall serve to memorialize the agreement by and between The Port Authority of New York and New Jersey (Port) and the Port Authority Police Lieutenant's Benevolent Association (LBA), which has arisen regarding the holiday entitlement of those Lieutenants assigned to the administrative chart in the calendar year 2005.

In resolution thereof the parties agree that Lieutenants who are assigned to the administrative chart for the year 2005 shall be entitled to an additional Regular Day Off (RDO) for a total of seven (7) additional Regular Days Off (RDO's) for the year 2005. Those Lieutenants who are assigned to the administrative chart for the year 2005 will receive only ten (10) Port Authority holidays for the year 2005.

All other provisions of the Port Authority Police Lieutenant's Benevolent Association Memorandum of Agreement not modified herein shall remain in full force and effect.

If you concur with the above, please sign and return one original to my office.

Very truly yours,

Michael P. Valenti
Deputy Chief
Chief of Staff

Concur:

Lieutenant Louis Echavarria, Jr.
President
Port Authority Lieutenant's Benevolent Association

Date: 04/11/05

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

Lieutenant Louis Echavarria, Jr.
President, Port Authority Lieutenants
Benevolent Association
241 Erie St. – Rm. 226
Jersey City, NJ 07310

Dear Lieutenant Echavarria:

In connection with the Memorandum of Agreement between the Port Authority of New York and New Jersey (Port Authority) and the Lieutenants Benevolent 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: _____
Louis Echavarria, President
Lieutenants Benevolent Association

THE PORT AUTHORITY OF NY & NJ

POLICE HEADQUARTERS
PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NJ 07310

April 4, 2005

Lieutenant Louis Echavarria, Jr.
President
Port Authority Lieutenant's Benevolent
Association, Inc.
282 First Avenue
Massapequa Park, NY 11762

Dear Lieutenant Echavarria:

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:

Lieutenant Louis Echavarria, Jr., President
Port Authority Lieutenant's Benevolent
Association, Inc.

Date: 04/06/05

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.	

LAE

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

OEM RESOLUTION

In full resolution of the allegations set forth in IP-03-05, IP 04-5, IP 04-6, IP 04-9, IP 04-27, the parties agree to the following:

1. That as revealed in the aforementioned proceedings, the Port Authority has various emergency response plans in place for the facilities it operates which, for purposes of this document, are categorized as follows:

    a. **Facility Police Units Internal Emergency Response Plans** – aka Procedures and/or Orders, and/or as Police General Operating Procedures, etc., at some facilities and are Police Specific Responses

    b. **General Facility Emergency Response Plans** – these are plans that give a general guideline of what different staff do and what kind of response they have in various types of emergencies and they incorporate all elements of a facility.

    c. **Airport Certifications under CFR Part 139** - these are plans that include an emergency plan component but also include other information relevant to the FAA's annual inspections on an airport operator such as conformance to aviation industry standards in operations.

    d. **Weapons Of Mass Destruction Plans** – these are agency wide yet facility specific uniformly formatted plans which address contingencies in the event of "WMD" events, of the type which essentially eliminate the usefulness or functionality of a facility.

2. That the Public Safety Department working through its chain of command involves itself in the creation and maintenance of the plans described in paragraph 1 (a-d) as follows:

    a. **Facility Police Unit Internal Emergency Response Plans** – The Public Safety Department has exclusive responsibility for the creation and maintenance of these plans. Police Lieutenants as directed by the chain of command are responsible for the formulation and updating of these plans subject to the review, guidance, instruction and approval of the chain of command

    b. **General Facility Emergency Response Plans** – The Facility General Manager is responsible for the creation and maintenance of these plans. The facility Manager incorporates all staff as appropriate, to coordinate the substance of the Plan. The Public

Safety Department contributes to the substance of the plan by creating submissions for the police specific aspects of the overall plan and commenting on other topics included in the plan where appropriate and necessary. Subject to review, guidance and instruction of the Facility Manager and the chain of command, Police Lieutenants, when directed by the chain of command are responsible for formulating Public Safety Department submissions of the plan, updating the accuracy of the submissions, and providing commentary on other submissions as appropriate subject to the approval of the chain of command.

c. **Airport Certifications under CFR Part 139** – The Public Safety Department contributes to the overall plan by submitting entries and updates for those components of the certification needing a Public Safety Department perspective as requested by the Facility General Manager. Subject to review, guidance and instruction within the chain of command and by the Facility Manager, Police Lieutenants, are responsible for the preparation and maintenance of the Public Safety Department components of these plans in conjunction with the Facility Manager, updating the accuracy of those components, and providing commentary on other components as appropriate and subject to approval of the chain of command.

d. **Weapons Of Mass Destruction Plans** – The Office of Emergency Management (OEM) is currently responsible for the creation of these agency wide yet facility specific uniformly formatted plans which address contingencies in the event of "WMD" events, of the type which essentially eliminate the usefulness or functionality of a facility. The Public Safety Department has provided input through its staff. Subject to review, guidance and instruction within the chain of command, Police Lieutenants are assigned, although not exclusively, by the Public Safety Department to meaningfully participate including providing input to the overall effort to develop specific uniformly formatted "WMD" plans at the various facilities by cooperating with the representatives from OEM leading the effort.

3. **EMERGENCY DRILLS**- Police Lieutenants are involved in the preparation for and the participation in Port Authority emergency drills at Port Authority facilities and other Port Authority locations. (i.e. Disaster Drills, etc. Facility Tabletop exercises).

MEMORANDUM OF AGREEMENT

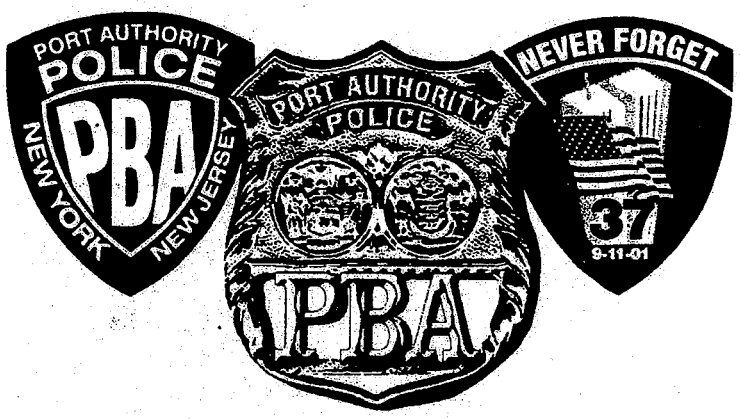
January 21, 2003 – January 20, 2010

between

THE PORT AUTHORITY OF NY & NJ

and

The Port Authority
Police Benevolent Association, Inc.



Gus Danese
President

TABLE OF CONTENTS

		Page
	Preamble	1
I.	Recognition	1
II.	Past Practices - Protection of Existing Terms and Conditions of Employment	3
III.	Salary Ranges	3
IV.	Longevity Allowances	4
V.	Shift Differentials	5
VI.	Preparation Time Allowance	6
VII.	Central Police Pool	6
VIII.	Uniforms, Uniform Allowances and Uniform Cleaning Allowances	7
IX.	Life Insurance	10
X.	Health Insurance	11
XI.	Dental Insurance	13
XII.	Funeral Expenses and Family Benefits	15
XIII.	Work Charts; Tours of Duty; Regular Days Off	15
XIV.	Overtime; Compensatory Time	17
XV.	Meal and Relief Periods	20
XVI.	Change in Tours of Duty	21
XVII.	Holidays	24
XVIII.	Vacation	25
XIX.	Sick Leave	27
XX.	Retirement	31
XXI.	Employment Security	32
XXII.	Promotion To The Rank of Police Sergeant/Police Detective	32
XXIII.	Grievance-Arbitration Procedure	33
XXIV.	Transfers	33
XXV.	Excused Absences and Personal Leave	33
XXVI.	Leaves of Absence	34
XXVII.	Seniority	35
XXVIII.	Discipline	35
XXIX.	Job Duties and Responsibilities	42
XXX.	Transfer of Unit Work	42
XXXI.	Unit Work	44
XXXII.	Personal and Commutation Passes	45
XXXIII.	Education Refund	46
XXXIV.	Miscellaneous	46
XXXV.	Labor Management Committee	49
XXXVI.	Personal Files	49
XXXVII.	Association Business	50

		Page
XXXVIII.	Prohibition of Employer Solicitation	52
XXXIX.	Pre-Retirement Program	52
XL.	Paychecks	52
XLI.	Representation Fee	53
XLII.	Safety and Health Standards	54
XLIII.	Private Room Injuries	54
XLIV.	Service and Personal Weapon	54
XLV.	Confidentiality	54
XLVI	Contract Booklets	54
XLVII.	Agreement Administration	55
XLVIII.	Mileage Allowances	55
XLIX.	Long-Term Disability Program	55
L.	Deferred Compensation Plan	56
LI.	Prior Letters of Agreement	56
LII.	Indemnification and Defense Against Civil Liability	57
LIII.	Non-Civil Charges or Complaints	58
LIV.	Drug Abuse Testing Procedure	59
LV.	Police Command Consolidation	59
LVI.	Plainclothes Assignments	61
LVII.	Locker Search Procedure	62
LVIII.	Savings Clause	63
LIX.	Term of Memorandum of Agreement	64

CONTRACT APPENDICES

A-1	Salary Ranges Of Individuals Whose Employment As Police Officers (Job Spec. 2600) Commenced Before 1/21/03	65
A-1	Percentage Longevity For Individuals Whose Employment As Police Officers (Job Spec. 2600) Commenced Before 1/21/03	66-86
A-2	Salary Ranges Of Individuals Whose Employment As Police Officers (Job Spec. 2600) Commenced On Or After 1/21/03	87
A-2	Percentage Longevity For Individuals Whose Employment As Police Officers (Job Spec. 2600) Commenced On Or After 1/21/03	88-108
B.	Use Of Accrued Compensatory Time	109
C.	Procedure After 12-16 Consecutive Overtime Hours	113
D.	Vacations	114
E.	Sick Leave— PAI 20-3.03—July 1, 1968	123
F.	Sick Leave Policy— PDI 2-9 -November 1993	126
G.	Grievance — Arbitration/Disciplinary Procedure (Includes Hall letter of 3/19/99, LaCapra letter of 7/28/00, PBA Proposal of 8/11/03	135
H.	Excused Absences And Personal Leave	150

		Page
I.	Intentionally Left Blank	155
J.	Procedure For Promotion Of Police Officers (Job Spec. 2600) To The Rank Of Police Sergeant (Job Spec. 2605)	156
J-1	Procedure For Promotion of Police Officers (Job Spec. 2600) To The Rank of Detective (Job Spec. 2601)	165
K.	Voluntary Overtime Assignment Procedure For Police Officers	166
L.	Repeated And Excessive Absence Discipline	172
M.	Drug Testing Policy And Procedures	180

DOCUMENTS ACCOMPANYING AGREEMENT

A.	Job Specification No. 2600 — Police Officer — June, 2004	212
B.	Seniority — Police Officers — P01 2-1A — July, 2004	215
C.	Transfer Procedure — Police Officer — POI 2-3 — July, 2004	219
D.	Airport Emergency Crew Selection — POI 2-30, July, 2004	222
E.	Leave of Absence — PAI 20-3.06 — June 30, 1976	225
F.	Maternity Leave — PAI 20-3.12— August 6,1981	230
G.	Disciplinary investigation — PDI 2-6 — July, 1980	237
H.	Disciplinary Proceedings — Permanent Classified Employees — PAI 20-1.10 - September 30, 1970	241
I.	Uniform Allowances — PAI 20-4.01 — January 14,1974	256
J.	Regulation Police Equipment — PDI 7-8 — November, 1983	265
K.	Tuition Assistance Program	271
L.	Use of Rented and Employee—Owned Vehicles - PAI 15-3.05— March 28, 1977	275
M.	Issuance and Use of Port Authority Passes - PAI 40-1.01 —December 20, 1973	279
N.	Police Officer — Position and/or Assignment Roster	286
O.	Police Officer Work Charts	295
P.	Pay Plan C In-grade Salary Increases — OPI 20-2x.05	313
Q.	Service and Personal Revolvers — PDI 7-1 — November, 1983	316
R.	Clarification of PDI 2-6, March 29,1993	323
S.	Rules 3, 4 and Waiver Meetings — Notice, Representation, November 23,1993	324
T.	Information Bulletin No. 11 — March 3,1965	327
U.	Military Leave - PAI 20-3.10- August 24, 1972	329
V.	Long-Term Disability (LTD) Program	342

OTHER LETTERS OF AGREEMENT

1.	Bennett letter of 10/7/74 (Civilianization)	346
2.	Kuhbach letter of 10/18/74 (Civilianization)	347

		Page
3.	Lee letter of 10/18/74 (Non-Police Personnel)	348
4.	Kurshan letter of 9/19/75 (Accidental Death Benefits)	349
5.	Accidental Death & Disability Benefit	350
6.	Duffy letter of 4/23/76 (Labor Relations Instruction)	351
7.	Kuhbach letter of 10/28/76 (Civilianization)	352
8.	Giovanni memo of 9/29/81 (Police Officer Patrols)	353
9.	Darcy letter of 10/1/81 (Indemnification)	354
10.	Giovanni letter of 12/1/83 (PATH Police Patrols)	355
11.	AAA Case #1330-1926-85 settlement of 7/24/86	356
12.	Darcy letter of 4/26/88 (Health Insurance Clarification)	357
13.	Drasheff letter of 6/12/89 (Mobility Assignments)	358
14.	Darcy letter of 12/6/91 (Unit Work Disputes)	360
15.	Darcy letter 12/6/91 (AAA Clarification)	362
16.	Drasheff letter of 10/16/92 (Holiday Pay Grievance)	363
17.	Darcy memo of 11/9/93 (Police Holidays)	365
18	Drasheff letter of 10/20/89 (K-9 Program)	366
19.	Morrone letter of 3/17/97 (Explosive Detection Team Special Training Detail)	372
20.	Morrone letter of 8/13/97 (Patrol/Narcotics Canine Detection Team Special Detail)	376
21.	LaCapra letter of 7/1/04 (Canine Handler Stipend)	380
22.	Morris letter 4/23/98 (Large Size Vehicles)	381
23.	Morris letter of 4/23/98 (Clarification of Schedule Change Premium)	382
24.	Morris letter of 4/23/98 (C PP/Airport Trained PO)	384
25.	Morris letter of 4/30/98 (Ordered Overtime)	385
26.	Segalini letter of 8/17/01 (Special Detail Motorcycle Operators)	386
27.	Segalini letter of 6/3/04 (Placement of CPP Police Officers on Facility Police Command Transfer Lists)	388
28.	LaCapra letter of 8/5/04 (Elimination of Central Police Pool)	390
29.	Segalini letter of 09/7/04 (Special Detail Training Grievance Resolution)	403
30.	Segalini letter of 10/20/04 (ESU and Teletype Special Details)	406
31.	Segalini letter of 10/29/04 (Potential Modification of AP 20-3.05-Excused Absence)	409
32.	Medical Hearing	410

MEMORANDUM OF AGREEMENT

Memorandum of Agreement executed this 3rd day of November, 2004 between The Port Authority of New York and New Jersey (the "Port Authority") and the Port Authority Police 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 Officers; 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 Officer" shall mean all persons employed in the position described in Port Authority Job Specification No. 2600 dated September, 1976, as revised with the agreement of the Association dated November, 1983, and further revised with the agreement of the Association dated June, 2004, annexed hereto, 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 Officers 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 Officers covered by this Memorandum of Agreement.

4. Upon presentation by the Association of a dues check off authorization card signed by an individual Police Officer, the Port Authority shall deduct from the compensation paid to the individual Police Officer 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 Officers 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 Officer may revoke such authorization by written notice on a form acceptable to the Port Authority, filed with the Labor Relations Department, so long as said notice is received by said Manager 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 Officers, and with any Office Memoranda or similar directives affecting Police Officers such as memoranda from Police Headquarters (formerly known as Police Division), Facility Police Commands, or Consolidated Police Zone Commands prepared for bulletin board posting or general dissemination to such Police Officers. 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.

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 Officers 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 via U.S. Postal Service 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 or administering 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. The present practice as to Association recruitment at the Police Academy shall be maintained.

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 Officers which are not specifically enumerated or set forth in this Memorandum of Agreement, shall be maintained at no 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 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 procedures referred to in Section XXIII of this Memorandum of Agreement.

3) Nothing herein shall be deemed or construed to waive any rights of the Association or of any Police Officer 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 whose employment as Police Officers (Job Specification 2600) commenced before January 21, 2003, will be as shown on the schedule annexed hereto as Appendix "A(1)".

2) The salary ranges of individuals whose employment as Police Officers (Job Specification 2600) commenced on or after January 21, 2003, will be as shown on the schedule annexed hereto as Appendix "A(2)".

3) Ingrade salary increases shall be administered and processed in accordance with OPI 20-2X.05, dated September 9, 1973, entitled "Pay Plan C Ingrade Salary Increases".

4) Effective upon the execution of this Memorandum of Agreement, notwithstanding the language of OPI 2-2X.05, in-grade salary increases (steps) may only be withheld for an individual Police Officer during any period in which that Police Officer is suspended

without pay or administratively suspended. In the event that the Police Officer is subsequently reinstated to full duty, the Police Officer'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.

5) Effective January 21, 2004, the Police Academy Base Salary for newly hired Police Officers shall be $32,361.68 and will remain frozen for the remainder of the Memorandum of Agreement. Upon graduation from the Policy Academy, the Police Officer's Base Salary shall be increased to $34,834.31 (step #1) until the completion of the first year of service. Upon the completion of the first year of service, which shall include the time served while in attendance at the Police Academy, the Police Officer's Base Salary shall be increased to the then effective rate for Step #2 and will continue advancement per the in-grade salary step increases in the Memorandum of Agreement on an annual basis. Step #1 shall remain frozen at $34,834.31 for the remainder of the Memorandum of Agreement.

IV. Longevity Allowances

1. Longevity shall be as follows (see Appendices "A(1)", and "A(2)":

   a. Longevity shall be based upon the base salary of the Police Officer

   b. Commencing on January 21, 2003, longevity shall be

      1% after the completion of 1 years 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 Officer at one of the rates specified in Paragraph 1b effective in the bi-weekly pay period in which the individual Police Officer completes the stipulated number of years of police service.

3. As used in this Article, 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 Police Officer 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 per cent (12½%) of his base hourly rate.

2. No shift differential premium shall be paid for any overtime hours worked by a Police Officer, but such premium shall not be withheld by reason of hours worked for which a schedule change premium is paid pursuant to Section XVI hereof.

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 Officer 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 Officer 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 XIV of this Memorandum of Agreement.

2. All Police Officers 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.

VII. Central Police Pool

1. Prior to the date of execution of this Memorandum of Agreement, each Police Officer assigned to the Central Police Pool (CPP) shall receive an annual stipend of up to $750. Effective on the date of execution of this Memorandum of Agreement, each Police Officer assigned to the CPP shall receive a quarterly stipend of either 2% of the base salary of the Police Officer 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, and October through December; and assignment to the CPP for any day in the quarter shall entitle the Police Officer to payment for the entire quarter.

3. The stipend due Police Officers 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 Officer transfers out of the CPP.

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 Officer as of January 21, 2003, January 21, 2004, January 21, 2005, January 21, 2006, January 21, 2007, January 21, 2008, January 21, 2009, respectively, as shown on Appendices "A(1)" and "A(2)", and shall be payable to all Police Officers 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 Officers pursuant to Paragraph 1 of this section shall supersede and be inclusive of the following allowance payments formerly received annually by Police Officers: 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 otherwise provided below, new Police Officers will not become eligible to receive a uniform allowance in the calendar year in which they are employed. Police Officers will be eligible for a full uniform allowance in the year following the calendar year in which they are employed.

5. New Police Officers shall be eligible for the full annual uniform allowance in effect at the time of their Police Academy graduation and they shall receive payment of such allowances on the first payday after such graduation. Such payments shall be in addition to the payment of a full annual uniform allowance, which the Police Officer shall also receive if he is on payroll as of the first payday in July of that year.

6. Police Officers shall be eligible for the full annual uniform allowance without regard to the Police Officer 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 Officer who is suspended without pay shall be made only when the Police Officer is placed on administrative suspension or restored to full duty.

7. Except as provided in paragraphs 4, 5, and 12 hereof, the provisions of PAI 20-4.01 revised May 3, 1974 annexed hereto entitled "Uniform Allowances" shall be applicable to Police Officers.

8. 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 September, 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 clothing item or equipment item is substituted in lieu of the foregoing items it will be issued to recruits at no expense.

9. In the event Police Officers experiment with a prototype uniform clothing item which eventually becomes a formal part of the uniform, the Police Officer 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.

10. 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 other Police Officers at no cost to them. In addition, the Port Authority will pay the full cost of alterations to a Police Officer'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 Officer.

11. The costs of uniform or equipment changes for Police Officers shall be paid for by the Port Authority.

12. Police Officers who retire after receiving a uniform allowance and/or uniform cleaning allowance will not be required to make any repayment to the Port Authority.

13. Upon production by a Police Officer of an item of uniform damaged beyond normal wear and tear in the line of duty without fault or negligence of the Police Officer, the Port Authority shall reimburse such Police Officer for the cost of replacement of such item prorated from the time of purchase by such Police Officer against the useful life of the item. In addition, upon production by a Police Officer 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 of the Police Officer, the Port Authority shall reimburse such Police Officer for the reasonable cost of replacement or repair of such item up to a maximum of $100.00 per item.

14. 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, three members from the Association, and one member each from the Port Authority Police Sergeants Benevolent Association, the Port Authority Police Lieutenants Benevolent

Association, and the Port Authority Detectives Endowment Association, who shall be designated by the respective Association Presidents, and other members designated from time to time by the Superintendent of Police.

15. 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.

16. 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, three members from the Association, one member each from the Port Authority Police Sergeants Benevolent Association, the Port Authority Police Lieutenants Benevolent Association, and the Port Authority Police Detectives Endowment Association, who shall be designated by the respective Association Presidents.

17. 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

18. 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 provide 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 Officer, the Port Authority is responsible for cleaning such extra vest.

19. Protective vests issued to Police Officers 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.

20. Police Officers are not required to wear their uniforms while utilizing mass public transportation to travel to and from their facility to 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. When otherwise required to travel in uniform, Police Officers may be authorized 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 Officers identical to the insurance provided by Prudential Insurance Company of America, Inc. group term life insurance policy No. 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 Police Officer in an amount equal to three times the Police Officer'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 Officer during the term of this Memorandum of Agreement as set forth in Appendices "A(1)", "A(2)" or "A(3)" annexed hereto, adjusted to the next highest multiple of $1,000. With each change in base annual salary for a Police Officer under the group policy, his Group Life Insurance coverage will be appropriately adjusted.

3) Each Police Officer 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 Officer 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. The insurance applicable to such Police Officer after retirement shall continue without change until such Police Officer 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

Officer 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 Officers, including the number thereof, and the premium costs per month to the Port Authority of such insurance, shall be provided by the Port Authority 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 Police Officers 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 Officer (Job Specification 2600), 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.

b. Effective July 1, 1999, all Police Officers whose employment as a Police Officer (Job Specification 2600) commenced before July 1, 1999 were granted an option between continuing in the group health plan provided by 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 Officers enrolled in the United Healthcare PPO plan, the benefits coverage provided by the United Healthcare PPO 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 alternate insurance.

c. Police Officers 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 Officers 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 Officers enrolled in the United Healthcare PPO plan, the benefits coverage provided by the United Healthcare PPO 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.

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 Officer (Job Specification 2600), 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 Officers enrolled in the United Healthcare PPO plan, shall enjoy benefits coverage no less than the group health plan benefits heretofore applicable to Police Officers 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 Officers (Job Specification 2600) 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 Officer (Job Specification 2600) with the Prescription Drug Plan (National Prescription Administrators-Port Authority 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 Officers. 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 insurance plan.

3. The Port Authority shall provide each active Police Officer (Job Specification 2600) with the Vision Care Plan (National Vision Administrator- Port Authority Sponsor No. 1007) provided by the Port Authority to managerial employees as of January 1, 2001 and such plan shall be the sole and exclusive vision care benefit provided to active Police Officers. 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 Officers and, for Police Officers who retire on or after May 7, 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 Officers who retire on or after August 1, 2000, 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 Officer shall be those applicable to him at the time of his retirement.

6. A copy of any insurance contract, insurance policy, prescription plan and riders, if any, covering Police Officers, including the policy number thereof, and the premium costs per month to the Port Authority of such insurance policy or plan, shall be provided by the Port Authority to the designated Association representative when such insurance policy, plan, riders and premium costs have been finally formulated. Booklets describing such insurance shall be provided by the Port Authority to all Police Officers 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 Officers (Job Specification 2600), hired 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, 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 Officers (Job Specification 2600) 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 Officer the full premium costs of such insurance.

b. The Port Authority shall provide Group Dental Insurance to active Police Officers (Job Specification 2600), hired 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, 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 Officers (Job Specification 2600) as of October 1, 2003, except that the annual maximum benefit per covered person 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 Officer the full premium costs of such insurance.

c. As an alternative to the Port Authority Group Dental Insurance, Police Officers 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 Officer the full premium costs as such insurance. The Port Authority will permit Police Officers enrolled in the Dent-Care Plan to change to coverage under the Group Dental Insurance identified in Paragraph 1 a. of this Section on written request from the Police Officer at any time. Police Officers changing from the Dent-Care Plan to Group Dental Coverage under Paragraph 1 a. of this Section shall not be permitted to return to the Dent-Care.

d. In the event the Port Authority improves the Group Dental Insurance benefits provided under Paragraphs 1 a. or 1 b. 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 the first paragraph 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 Officers shall be permitted to carry the Group Dental Insurance or the Dent-Care Plan, as the case may be, set forth in paragraph 1 hereof into retirement, with the retirees paying the cost of the Dent-Care Plan.

4. In the event a Police Officer 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 Officer 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 Officer's retirement and the benefits available to any such retired Police Officer 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 Officers, including the number thereof, and the premium costs per month to the Port Authority of such insurance or Dent-Care Plan, shall be provided by the Port Authority 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 any open enrollment period and shall describe any plan changes. See letter agreement between parties, dated March 8, 2002 annexed hereto.

XII. FUNERAL EXPENSES AND FAMILY BENEFITS

1. In the event a Police Officer 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 shall be made as a result of such death. The Port Authority shall make such payment to the beneficiary designated by the deceased Police Officer 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 Officer 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 minor children of any Police Officer killed in the line of duty shall be covered under the Port Authority's Group Health Insurance Plan and Group Dental Insurance Plan applicable to such Police Officer 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 under the terms of paragraph 1, above, of this Section. Effective on the date of execution of this Memorandum of Agreement, 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 Officer shall be assigned to a work chart, which shall provide for a minimum of 120 (121 for Police Officers 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. Deviations from work charts shall not be permitted without the prior approval of the Association President.

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 31 of that year.

4. At the end of any calendar year in which a Police Officer has received fewer than 120 regular days off, the number of regular days off received by such Police Officer shall be subtracted from 120 and with respect to any resulting day or days he shall receive compensatory time, a combination of compensatory time and cash payment, or cash payment, at overtime rates, in accordance with Section XIV of this Memorandum of Agreement, 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 XIII for work charts shall not preclude any Police Officer 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 Officers to squads and positions in the work charts shall be as set forth herein:

a) Each Facility Police Commanding Officer shall make appropriate squad or position assignments in the work charts in accordance with the Police Officer's request subject to the following:

   I. The Police Officer's Port Authority seniority shall apply for the selection of squad or position assignments other than existing special details;

   II. For existing special details, the qualified Police Officers with the greatest detail seniority shall be assigned the selection of his choice and so on until the list is exhausted.

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 Officers assigned to that Facility Police Command for squad, position or special detail assignments within those work charts.

c) If a Police Officer assigned to a Facility Police Command is involuntarily removed from his squad, position or special detail assignment as a result of the decision of the Port Authority to reduce Police Officer staffing from any work chart in use at that Facility Police Command, then that Police Officer, and all Police Officers assigned to that Facility Police Command, if any, who are bumped from their squad, position or special detail assignment as a result of that Police Officer's selection of a new squad, position or special detail assignment, shall have the right to select a squad, position or special detail 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 2-1A, dated July 3, 1983, and further revised with the agreement of the Association, dated November, 1993, and further revised with the agreement of the Association as P.O.I 2-1A dated April 1998, and further revised with the agreement of the Association dated July 2004, and annexed hereto as Document "B".

8. Upon their election or appointment to a vacant office, the Association Financial Secretary, Recording Secretary, Sergeant-at-Arms and five Trustees 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 Command administrative work charts. Work chart selection by the Association Financial Secretary, Recording Secretary, Sergeant-at-Arms and five Trustees of the Association upon completion of their respective terms of office shall be in accordance with Limited Distribution Directive 1-04.

XIV. Overtime: Compensatory Time

1. Except as otherwise required by the Fair Labor Standards Act, 29 U.S.C. Section 201, et seq., (hereinafter referred to as the "FLSA"), overtime shall be earned and paid to a Police Officer, unless applied to compensatory time purposes as set forth below, as follows:

a) for non-FLSA overtime 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 Officer as set forth in the schedules annexed hereto as Appendix "A(1)", Appendix "A(2)", and Appendix "A(3)", respectively.

b) overtime subject to the FLSA (hereinafter referred to as "FLSA overtime") shall be paid exclusively in cash in accordance with the applicable requirements of the FLSA. No FLSA overtime may be banked as compensatory time. "Non-FLSA overtime" shall mean all overtime

pursuant to this Memorandum of Agreement to which the FLSA does not apply.

2. Non-FLSA overtime 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. Non-FLSA overtime not applied to compensatory time purposes shall be paid in cash at overtime rates to a Police Officer 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 shall not be provided if, after an early call-in prior to his scheduled eight-hour tour of duty, a Police Officer is afforded and accepts the option to terminate his tour of duty after eight hours worked (exclusive of preparation time). However, the Police Officer 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. Non-FLSA overtime not applied to compensatory time purposes shall be paid in cash at overtime rates when a Police Officer is required to work on a scheduled day off which is not rescheduled at the request of the Police Officer or by reason of promotion, reassignment or mandatory attendance at training programs. If such a Police Officer 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 Officer 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 Officer 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 Officer required to work on a scheduled day off which is not rescheduled at the request of the Police Officer 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 Officer shall be afforded the option, subject to the provisions of this Paragraph and Paragraph 2 hereof, to accumulate in a compensatory time bank up to Four hundred Fifty (450) hours of non-FLSA overtime in lieu of receiving overtime pay pursuant to Paragraph 1 hereof. Each Police Officer 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. Such designations are to be processed through the Facility Commanding Officer. Compensatory time not applied to reduce negative compensatory time balances shall accrue at the rate of one hour for each one hour of non-FLSA overtime worked. For each such hour or one-quarter part thereof a Police Officer opts to accumulate in such compensatory time bank, the Officer shall also receive payment in cash of an amount equal to one-half (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, if any, payable to such Police Officer as set forth in the schedules annexed hereto as Appendix "A(1)", Appendix "A(2)" and Appendix "A(3)", respectively, or pro rata for smaller bankable overtime segments. 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 Officer's compensatory time bank exceeds the new hourly maximum, the Police Officer shall receive payment in cash for each hour in excess of the new maximum in an amount equal to the amount computed by dividing by eighty (80) the total of the base bi-weekly salary and the base bi-weekly longevity then payable to such Police Officer as set forth in the schedules annexed hereto as Appendix "A(1)", Appendix "A(2)" and Appendix "A(3)", respectively.

7. Accumulated compensatory time may be taken off only in accordance with policies set forth in Appendix "B" annexed hereto.

8. Except for preparation allowances, no payment at overtime rates shall be made by reason of the mutual exchange of regular days off between Police Officers 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.

9. Once a mutual exchange is approved, it shall be treated as a change in schedule and considered as part of his regular work schedule.

10. Police Officers 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 Officers 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.

11. Overtime payments shall be made only in circumstances where overtime work is incurred in accordance with existing Public Safety Department (formerly known as Police Division) policy or procedures or where such work is required by authorized Public Safety Department personnel.

12. Any Police Officer 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 serious accidents affecting facility operations, 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; or 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 Officers 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 Officers to work overtime because of their special training or other skills; or k) on a holdover or early call in basis for that Police Officer's appearance in court; or l) overtime ordered pursuant to Appendix K.

13. Prior to the date of execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Appendix K annexed to the July 21, 1991 - January 20, 1996 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 K annexed hereto, provided, however, that the overtime procedure may be by-passed under certain situations where the Department, because of special training or other skills of a particular officer, determines that it is in the best interest of the Department to by-pass an employee or employees who would ordinarily be selected in accordance with the overtime procedure.

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. Positions with respect to which less than seventy-five minutes for meal and relief periods apply will continue under present practices. The Public Safety Department (formerly known as Police Division) 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. Changes in Tour of Duty

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 la of this Section shall be as follows:

      i. Day Tours Starting Time - 6AM to 9AM

      ii. Day Tours Ending Time - 2PM to 5PM

      iii. Afternoon Tours Starting Time - 2PM to 5PM

      iv. Afternoon Tours Ending Time - 10PM to 1AM

      v. Night Tours Starting Time - 10PM to 1 AM

      vi. Night Tours Ending Time - 6AM to 9AM

   c) A Police Officer's regularly scheduled tour of duty shall not be altered except under the following conditions:

      i. Prior to the date of execution of this Memorandum of Agreement, ten calendar days notification of a proposed change in the Police Officer's regularly scheduled tour of duty is given the Police Officer for the purposes of his appearance in a criminal court or other similar judicial or administrative proceedings, his promotion, his permanent transfer or reassignment, or his participation in a Port Authority training program.

      ii. Effective on the date of execution of this Memorandum of Agreement, ten calendar days notification of a proposed change in the Police Officer's regularly scheduled tour of duty is given the Police Officer for the purpose of his promotion, his permanent transfer or reassignment, and five calendar days notification of a proposed change in the Police Officer's regularly scheduled tour of duty is given the Police Officer 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 Officer'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 the Police Officer 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; 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 Officer is cleared for duty by the Office of Medical Services his day tour shall be deemed to be 8 a.m. to 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 Officer is cleared for duty for each occasion of absence hereunder notwithstanding the shortening of the Police Officer's tour for the purpose of providing eight hours of time off prior to his next regularly scheduled tour of duty. There shall be no change in the Police Officer's regularly scheduled days off.

v. Effective on the date of execution of this Memorandum of Agreement, a Police Officer who is assigned to jury duty which is of four or more consecutive days duration or a Police Officer who is assigned to a training program which is of four or more consecutive days duration shall be in an administrative work chart for the entirety of the assignment. If, as a result of that training program assignment or jury duty, any of the Police Officer'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 Officer 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 subparagraphs (1), (ii), (iii), (iv) and (v) herein or by Section XIX Paragraphs 8 and 9 of this Memorandum of Agreement or by Section XXXVII Paragraph 2 of this Memorandum of Agreement, or as provided below, any alteration of a Police Officer's regularly scheduled tour of duty as set forth in Paragraph 1b of this Section shall result in payment to the Police Officer of 4 hours of pay at his straight time rate in addition to his regular pay for the full tour. Effective on the date of execution of this Memorandum of Agreement, a Police Officer who has failed to qualify with his service weapon shall not be entitled to the payment of schedule change premium when subsequently assigned to qualify with his service weapon on a tour of duty other than his regularly scheduled tour of duty.

d) A Police Officer 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.

e) Any Police Officer 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 Officer 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 Police Officers 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 Officer'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 lb 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 Officer'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 Officer 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.

XVII. Holidays

1. Police Officers 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 Officer 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 Officer works on Christmas Eve or New Year's Eve he shall receive in addition to his regular 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 Officer 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.

XVIII. Vacation

1. Annual vacation allowances for Police Officers 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 Officer is required to work for other than disciplinary reasons on a vacation day and if such vacation day is not rescheduled at the Officer's request, such Police Officer 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 assignments for each individual Police Officer.

4. Said vacation charts will guarantee each Police Officer 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. A Police Officer who is permanently transferred to a facility will pick a vacation chart group and number from the vacant vacation charts at the facility for the calendar year following the year in which he is transferred. In the event more than one Police Officer is permanently transferred to a facility on the same date, the Police Officers will be offered the vacant vacation charts at the facility for the calendar year following the year in which they were transferred in the order of their Port Authority Police seniority. The vacant charts at each facility for the following year shall be posted December 1 of each year. Said vacant vacation charts shall represent a balanced distribution of vacation charts at the facility.

6. Vacation Exchange/Vacation Carryover Program

   a. Vacation Exchange

   Effective upon the execution of the Memorandum of Agreement, Police Officers will be permitted to participate in the Port Authority's Vacation Exchange Program ("Exchange Program") upon the following terms and conditions. Police Officers 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 Officers 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 Officers 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 Officers who utilize the Exchange Program must use at least ten (10) vacation days in any year in which the Police Officer participates in the Exchange Program.

4. Eligible Police Officers who wish to exchange vacation days for bi-weekly payments must make an election before the end of the year. Police Officers 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 will then verify that all eligibility criteria have been met and will forward approved requests to the Superintendent of Police.

b. Vacation Carryover

1. Police Officers shall be permitted to carryover any portion of their annual vacation day allotment up to a total of one year of the Police Officer's vacation allotment without limitation. The maximum accumulated vacation carryover permitted pursuant to this paragraph shall be twenty-eight (28) days.

2. In addition to the right to carryover permitted by paragraph 1, Police Officers will be permitted to participate in the Port Authority's Vacation Carryover Program ("Carryover Program") upon the following terms and conditions. Police Officers 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 Officers 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 Officers 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 Officers who utilize the Vacation Carryover Program must use at least ten (10) vacation days in any year in which the Police Officer participates in either Program.

d. Police Officers 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 will then verify that all eligibility criteria have been met and will forward approved requests to the Superintendent of Police.

3. The Police Officer'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 Officers 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, revised with the agreement of the Association March, 1988, and further revised with the agreement of the Association, dated November, 1993, 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 Officer on sick leave because of an injury incurred in the line of duty prior to April 27, 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, effective April 28, 1988:

1. Any Police Officer absent because of an injury incurred in the line of duty on or after April 27, 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 absence not to exceed two years resulting from such injury.

2. 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. A. Police Officer 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.

B. A determination will be made by the Superintendent of Police as to whether a Police Officer's absence from duty results from an injury incurred in the line of duty within sixty working (60) days.

5. A Police Officer 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 up to eighteen months if such injury was incurred prior to April 27, 1988, or for a period of absence up to thirty months if such injury was incurred on or after April 27, 1988, provided the Police Officer 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 Officer 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 of rehabilitation shall not be constructed 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, revised with the agreement of the Association March, 1988, and further revised with the agreement of the Association November, 1993, 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, Paragraphs C and D of Appendix "D". In addition, 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 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 Officer'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. A Police Officer no longer receiving full pay due to sick leave or injury incurred in the line of duty will be trained for and assigned to one of ten (10) authorized Police Officer medically restricted positions. The ten (10) positions shall be allocated among the Consolidated Police Zones as follows:

1. Three (3) for JFK International Airport/LaGuardia Airport/Queens West.
2. Two (2) for The Port Authority Bus Terminal/Lincoln Tunnel/George Washington Bridge/Bathgate/Yonkers/Madison Avenue - Park Avenue Facility.
3. Two (2) for Staten Island Bridges SIB-Teleport/Howland Hook/Port Ivory/New Jersey Marine Terminals/Newark Liberty International Airport-Teterboro Airport/Essex County Resource Recovery Center
4. Three (3) for PATH/World Trade Center/Holland Tunnel-Brooklyn Piers/Auto Marine Terminal/Police Academy/Police Headquarters.

B A Police Officer filling a medical restricted position may be assigned to any of the four Consolidated Police Zones and such assignments are not restricted by the Police Officer's permanent Facility Police Command. Notwithstanding, Police Officers shall first be assigned to an available medical restricted position at their facility police command or within their Zone. If all positions in the Police Officer's Zone are then filled, the Police Officer shall be assigned to one of the above medical restricted positions which is not then filled. Police Officers will be offered medical restricted positions in the chronological order in which the Police Officer entered reduced pay status, if, at the time of such assignment:

1. The Port Authority Office of Medical Services deems the Police Officer physically capable of performing the functions of one of the ten (10) positions which is not then filled; and

2. In the opinion of the Office of Medical Services, the Police Officer 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

3. Following any training period determined by the Port Authority to be necessary, the Police Officer is capable of performing the functions of that medically restricted position.

C. Police Officers assigned to a medical restricted position pursuant to this paragraph shall be assigned to the administrative chart (PO #2), day tours for the duration of the assignment. On the day the Police Officer is cleared for full duty by the Office of Medical Services his day tour shall be deemed to be 8 a.m. to 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 Officer is cleared for duty for each occasion of absence hereunder notwithstanding the shortening of the Police Officer's tour for the purpose of providing eight hours of time off prior to his next regularly scheduled tour of duty.

9. Training for such assignment will be given, when practicable, before the Police Officer enters a reduced pay status. Such assignment shall continue until the Police Officer returns to full duty or leaves Port Authority service. No schedule change premium will be earned either as a result of such initial assignment or of the Police Officer's return to full duty following such an assignment. Nor will schedule change premium be earned in the event a senior Police Officer opts for another of these ten (10) positions which becomes available while he is assigned to one of these positions.

10. A female Police officer 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 officer 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 Officer has no unexcused absence or absence for reasons of sickness or injury - two days compensation; for each calendar year during which a Police Officer 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 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 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 Officer and any full calendar year during which a Police Officer is promoted.

13. Each Police Officer 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 therefore 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 Officer's treating physician concerning whether a) the Police Officer 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 Officer a list of at least three physicians from among whom the Officer shall promptly make an appointment for the purpose of obtaining a medical opinion on this issue. If the Police Officer requests an additional list of at least three physicians, then the OMS shall provide an additional list to the Police Officer, provided that the Police Officer makes such requests in writing to the OMS within three working days of the Officer's receipt of the first list. The opinion of that physician as to whether a) the Police Officer 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 Officer and the Association and not subject to the grievance-arbitration procedures of this Memorandum of Agreement.

XX. Retirement

1) Subject to applicable law, retirement benefits for Police Officers shall be those provided by the New York State and local Police and Fire Retirement System under the existing programs applicable to Port Authority Police Officers pursuant to the New York Retirement and Social Security Law. In addition, during the term, of this Memorandum of Agreement, the Port Authority shall continue to elect to offer Police Officers the program under Section 375-i 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 Officers 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 Officer or probationary Police Officer shall be deprived of his employment as a Port Authority Police Officer (a) by reason of the replacement of police with non-police employees (i) on the catwalks at the Holland and Lincoln Tunnels, (ii) on posts numbered 53 and 56 at the Holland Tunnel (as those posts were numbered on October 19, 1974), and (iii) at the emergency garages at the Holland and Lincoln Tunnels and the George Washington Bridge, or (b) by reason of the abolition or modification of the requirements for additional police coverage at John F. Kennedy International Airport, LaGuardia Airport and Newark International Airport pursuant to Part 107 of the Federal Aviation 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 Officers 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 D of Part III of PDI 3-2 revised September, 1962, revised with the agreement of the Association as PDI 2-3 dated September, 1976, and further revised with the agreement of the Association as PDI 2-3 dated June, 1980, and further revised with the agreement of the Association as P.O.I 2-3, dated April 1998, and further revised with the agreement of the Association as P.O.I. 2-3, dated July, 2004 annexed hereto as Document "C".

XXII. Promotion To The Rank of Police Sergeant/Police Detective

Procedural elements for promotion of Police Officers to the rank of Police Sergeant or Police Detective, if applicable, are as set forth in Appendices "J" or "J-1" annexed hereto. Neither this Section, nor Appendices "J"or "J-1" 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/J-1".

XXIII. Grievance-Arbitration Procedure

A grievance-arbitration procedure for processing grievances filed on or after May 7, 1998 with respect to the alleged violation of any provision of this Memorandum of Agreement (other than Paragraph one of Section II, Paragraph J fourteen of Section XIX, Section XXII and Appendix "3" hereto, Section XXX, Section XXXI, the second sentence of Paragraph seven of Section XXXIV, and Section LII and disputes concerning "Unit Work" which, 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" as modified by the agreements of the parties dated March 19, 1999, July 28, 2000 and August 11, 2003, annexed hereto. The procedure for processing such grievances filed before May 7, 1998 is annexed to the July 21, 1991 - January 20, 1996 Memorandum of Agreement between the Port Authority and the Association as Appendix "G."

XXIV. Transfers

During the term of this Memorandum of Agreement, transfers of Police Officers shall be administered in accordance with the procedures set forth in PDI 3-2, revised as of September, 1962, revised with the agreement of the Association as PDI 2-3, dated September, 1976, and further revised with the agreement of the Association as PDI 2-3 dated June, 1980, and further revised with the agreement of the Association as P.O.I 2-3, dated April 1998, and further revised with the agreement of the Association as P.O.I 2-3, dated July 2004, annexed hereto as Document "C".

XXV. Excused Absences and Personal Leave

1) Except as provided herein, the excused time policy for Police Officers shall be as set forth in PAI 20-3.05 as revised May 15, 1970, 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.

XXVI. Leaves of Absence

1) The leave of absence policy for Police Officers shall be as set forth in PAI 20-3.06 as revised through June 30, 1976 (attached hereto as Document E), except that, notwithstanding any provision of such PAI 20-3.06, a Police Officer who has been granted a leave of absence pursuant to such policy on or after the date of execution of this Memorandum of Agreement must be reinstated as a Police Officer upon return from such leave, provided the Port Authority Office of Medical Services determines that the Police Officer is medically fit to return to duty.

2) The maternity leave of absence policy for Police Officers shall be as set forth in PAI 20-3.12, dated August 6, 1981 (attached hereto as Document F), 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 shall not be relied upon to enforce a 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 Officer to avail herself of the foregoing, the Police Officer 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 Officers shall be as set forth in PAI 20-3.10, dated August 24, 1972 (attached hereto as Document (U), except as modified herein. The aforementioned modifications are as follows: (a) Police Officers 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 Officer 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 Officer's regularly scheduled Port Authority work days; (c) each Police Officer 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 Officer's regularly scheduled Port Authority work days; and (d) Police Officers 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 U (Memorandum of Mary Lee Hannell to Joseph J. Seymour dated April 29, 2003).

XXVII. Seniority

1. During the term of this Memorandum of Agreement, and except as modified herein, the seniority policy of the Port Authority with respect to Police Officers shall be as set forth in PDI 2-1 dated September, 1981, revised with the agreement of the Association as PDI 2-1A, dated July 3, 1983 and further revised with the agreement of the Association November, 1993, and further revised with the agreement of the Association as P.O.I. 2-1A, dated April 1998, and further revised with the agreement of the Association as P.O.I. 2-1A, dated July 2004, 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, shall be responded to in writing setting forth the reasons for his not being selected for the training or the special detail by the party making the decision.

3. During the term of this Memorandum of Agreement, in the event the Port Authority agrees with any other police employee organization to provide an alternative method of selection for special details or specialized training to that contained in P.O.I. 2-1A, such alternative will be offered to the Association.

4. The modification referred to in Paragraph 1 of this Section is as follows:

    a. Any Police Officer who leaves the employ of the Port Authority for any reason, and is thereafter reemployed as a Police Officer, shall have his Police Officer seniority based solely on the amount of his Port Authority service as a Police Officer from the date of such reemployment. Nothing herein shall be deemed or construed to confirm or create any right of any such person to such reemployment. For purposes of this Paragraph 4.a. only, an individual on a leave of absence pursuant to Section XXVI of this Memorandum of Agreement shall not be deemed or construed to have left the employ of the Port Authority.

XXVIII. 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 Officers shall be as set forth in PAI 20-1.10 revised September 30, 1970.

2. The modifications referred to in Paragraph 1 of this Section are as follows:

a) No employee 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 Officer must be placed in the charge of a person of a supervisory rank, who must actively participate in such investigation.

c) If in the course of an interview between a supervisor and a Police Officer 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.

d) 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 the disciplinary charges 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 registration 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 H annexed to this Memorandum of Agreement as amended by this Section XXVIII 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. The change from three (3) days to ten (10) consecutive calendar days shall apply only to events, which occur after April 27, 1988.

(ii) The compulsory leave without pay maximum penalty which may be imposed pursuant to a hearing in accordance with Step Two of Appendix G annexed to this Memorandum of Agreement shall be ten (10) consecutive days. Any lesser compulsory leave without pay penalty imposed must be imposed in consecutive calendar days.

g) With respect to disciplinary charges filed before the date of execution of this Memorandum of Agreement, hearings in accordance with Paragraph XI of Document H annexed to this Memorandum of Agreement shall be conducted before a Hearing Officer, instead of a Trial Board, who shall be designated by the Director of the Public Safety Department, provided that the designated individual shall be of a rank not less

than the individual who serves as prosecutor in the hearing. Discipline resulting from a hearing in accordance with Paragraph XI of Document H annexed to this Memorandum of Agreement may be referred to arbitration as provided in Appendix G annexed to the July 21, 1991 - January 20, 1996 Memorandum of Agreement between the Port Authority and the Association for a de novo hearing.

h) With respect to disciplinary charges filed before the date of execution of this Memorandum of Agreement, the following changes shall be effectuated with respect to hearings in accordance with Paragraph X of Document H annexed to this Memorandum of Agreement:

(i) The hearing shall be conducted before a Hearing Officer, instead of a Trial Board, who shall be appointed by the Director of Human Resources, provided that the appointed individual shall not be an employee of the Port Authority or a labor arbitrator.

(ii) The Hearing Officer shall determine the location of the hearing and shall fix the date for the hearing, which shall be a date within ninety days of the service of the disciplinary charges.

(iii) The determination of the Hearing Officer as to whether the charge(s) has (have) been sustained and the disciplinary action to be taken shall be final and binding upon the Port Authority, the Association and the Police Officer charged unless referred to arbitration as provided in Appendix G annexed to the July 21, 1991 - January 20, 1996 Memorandum of Agreement between the Port Authority and the Association for a de novo hearing.

(iv) If none of the charges against the Police Officer are sustained by the Hearing Officer then the Port Authority shall pay reasonable counsel fees for the defense of the Police Officer in that hearing at the rates set forth in Section LIV of this Memorandum of Agreement, entitled Non-Civil Charges or Complaints.

i) With respect to disciplinary charges filed on or after May 7, 1998:

(i) Paragraphs X and XI of Document H 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 H 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 H 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 XXVIII of this Memorandum of Agreement is to be sought, he shall submit the charges directly to Step Two 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 XXVIII of this Memorandum of Agreement is to be sought, he shall submit the charges directly to Step Two 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 Officer 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 Officers are entitled in connection with such disciplinary charges which seek any disciplinary action enumerated in Paragraph V B of Document H annexed hereto as amended by this Section XXVIII shall be that provided for at Step Two of Appendix "G" annexed to this Memorandum of Agreement, and the only disciplinary hearing of any kind to which Police Officers are entitled in connection with such disciplinary charges which seek any disciplinary action enumerated in Paragraph V A of Document H annexed hereto as amended by this Section XXVIII shall be that provided for at Step Three of Appendix "G" annexed to this Memorandum of Agreement.

j) The Port Authority shall provide upon request by the charged Police Officer 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(s) 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.

k) i) If a Police Officer is administratively suspended, disciplinary charges must be filed against the Police Officer 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 Officer 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 Officer against whom disciplinary charges have been filed 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 Officer 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 Officer during those seventy-eight (or the actual number if less than seventy-eight) pay periods at the Police Command to which the suspended Police Officer was assigned during that period. If the Police Officer 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 Officer at each Police Command to which the Police Officer was assigned during that period for the pay periods he was assigned to that Police Command;

"c" is the initial estimate of the Police Officer's missed overtime earned per pay period to be determined, and

"d" is the average overtime earned per pay period per Police Officer at the Police Command to which the suspended Police Officer is assigned during the same pay periods of the Police Officer's administrative suspension.

Upon determination of "c", that amount shall be multiplied by the number of pay periods that the Police Officer was on administrative suspension, provided that any pay period during that suspension in which the Police Officer 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 Officer during the suspension. The resulting balance shall be paid to the Police Officer as and for missed overtime.

l) If a Police Officer 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 Officer 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 Police Officer was suspended without pay.

m)A Police Officer 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(s) 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.

n)The following shall be substituted for and implemented in lieu of Rule 4 in Document G 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.

o) 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 with Doc. R, annexed hereto. The notice and time off provisions applicable to waivers as set forth in the resolution of IP-88-24, annexed hereto as Doc. S, shall apply equally to all Rule 3 interviews.

p)Individuals whose employment as Police Officers (Job Specification No. 2600) commenced after September 1, 1993, shall not be permanent classified employees until they have completed twelve months of service as Police Officers with the Port Authority after the date of their graduation from a Port Authority authorized Police Academy.

3. Prior to the date of execution of this Memorandum of Agreement, the disciplinary standards and penalties with respect to Repeated and Excessive Absence shall be as set forth in Appendix "L", annexed to the July 21, 1991 - January 20, 1996 Memorandum of Agreement between the Port Authority and the Association. Effective on the date of execution of this Memorandum of Agreement, 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 Officers 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 H, paragraph V.B., as amended by Section XXVIII of the Memorandum of Agreement executed by a Police Officer will

be deemed null and void and expunged from the Police Officer'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 to be heard before a Board of Inquiry; and

b. The Police Officer 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 Officer 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 Officer submitted the expungement request.

XXIX. Job Duties and Responsibilities

1) During the term of this Memorandum of Agreement, no Police Officer shall, except in emergencies, be required on a recurring basis to perform duties not contained in Job Specification No. 2600 dated September, 1976, and further revised with the agreement of the Association and dated November, 1983, and further revised with the agreement of the Association and dated June, 2004, annexed hereto.

XXX. 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 negotiation and all other unit work currently and heretofore performed by Police Officers shall be maintained.

2. 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:

a. 20 Positions - 4 posts - Desk Police Officer at S.I.B., H.T., L.T., and G.W.B.

b. 16 Positions - 4 posts - J.F.K. parking lot 7 and 8, and L.A.G. parking lot 5E and public parking lot 2

c. 6 positions - 2 posts - JF.K., L.A.G., N.I.A. Bird Control.

d. 2 positions - 2 posts - H.T. School Crossing Posts 57 & 59.L

e. 2 positions - 2 posts - Administrative Officer - I.U. in Police Division and Crime Data Input Operator in Police Division.

f. 1 position - Police Division (Police Headquarters) Budget and Timekeeping Police Officer

g. 1 position - Police Division (Police Headquarters) Manpower Planning

h. 2 positions - Police Division (Police Headquarters) Crime Analysis, including sealing orders

i. 1 position - Police Division (Police Headquarters) Scheduler

j. 1 position - Police Division (Police Headquarters) Relief position

k. 2 positions- PATH 11 x 7 Coin Train

l. BT & PATH - Work related to social service outreach to homeless individuals at Port Authority facilities including the functions performed by the PATH and BT Homeless detail.

3. 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:

a. 1 position - PABT Post 58-Top of Bus Ramp

b. 1 position - PABT Public Parking Garage/Lot "A"

c. 1 position - PABT Manhattan Criminal Court

d. 1 position JFK Shield 5 - Central Heating Refrigeration Plant (CHRP)

e. 4 position(s) Police Headquarters, Planning and Research - Assistants to Planning and Research Lieutenant

f. 1 position C.P.P.- Assistant to the CPD Sergeant

g. 5 position(s) Police Headquarters Staff - transport and escort duties, vehicle maintenance and logs, placard distribution, canine unit petty cash processing, PAPD website, photographing events, developing photos, maintaining photographic equipment and supplies, overseeing and coordination of the dissemination of photographs

4. Police Officers 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 in all tunnel and bridge facilities.

6. Police Officers and Police Sergeants will be supervised by police personnel only.

7. Any orders communicated by civilians at the communications desk to a Police Officer must be authorized by the Tour Commander responsible for and assigned at the said crossing.

8. All existing Police Officer positions and/or assignments shall be maintained during the term of this Memorandum of Agreement in accordance with the Police 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.

XXXI. 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 "N" of the 1985-89 Memorandum of Agreement.

Commencing December 1, 2005, Port Authority Police Officers shall be assigned to perform emergency services, including airport emergency crew response, at Teterboro Airport. If the federal government, through the Transportation Administration or otherwise, requires the Port Authority to staff FAR screening point law enforcement positions at Teterboro Airport, the Port Authority will establish a non emergency crew trained transfer list to fill those non-emergency crew trained positions.

Commencing with the operations of the AirTrain, a light rail system linking the terminals in the Central Terminal Area of John F. Kennedy International Airport with each other and with existing transit lines in Jamaica, Queens and Howard Beach, Queens, respectively, Port Authority Police Officers shall be assigned to perform patrol and emergency service functions on the AirTrain system including its trains, track lines and passenger platforms.

XXXII. 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 Police Officers 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 Police Officers for such parking in accordance with said PAI 40-1.01.

C. Effective 12/31/04, Police Officers shall be permitted to enroll 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, Police Officers shall have the option to activate his employee E-Z Pass for use at non-Port Authority facilities. If the Police Officer 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.

D. In the event the Port Authority negotiates with any other unit of employees an E-Z Pass program with different contractual language or benefit(s) greater than those provided under this Agreement, then the Association will have the option to reopen negotiations with respect to that language or benefit(s).

XXXIII. Education Refund

1. During the term of this Memorandum of Agreement, the provisions of Document K annexed hereto shall be applicable. All increases in the maximum reimbursement rates granted to any other employees will be applicable to Police Officers whether the increased reimbursement is through amendment to the current AP 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 May 2003) 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.

XXXIV. Miscellaneous

1. During the term of this Memorandum of Agreement, the Port Authority will make reasonable efforts to provide designated free parking areas where Police Officers may park their personal vehicles while on duty at a facility. The Port Authority will reimburse Police Officers 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 Officers 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 Police Officer's option; provided, however, that if a Police Officer 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 designated free parking area shall be provided if provision of such area 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 free parking area. Existing areas for police parking 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. The number of police radios at each Police Command shall be maintained as follows:

HT/BP	39
LT	41
GWB	35
SIB/Teleport	23
PABT	54
NJMT	12
LGA	46
NIA	72
JFK	125
WTC	41
PATH	37

3. During the term of this Memorandum of Agreement, the Port Authority's policy with respect to stand-by time, call-in and carfare allowances shall be as set forth in Information Bulletin No. 11, dated March 3, 1965.

4. During the term of this Memorandum of Agreement, the Port Authority's existing policies with respect to services, safety and medal awards for Police Officers shall continue to be maintained. (See letter dated April 27, 1998, annexed hereto).

5. Outdoor training of Police Officers shall be canceled 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

canceled after the Police Officers 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 Sergeants Benevolent Association, the Port Authority Police Lieutenants 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 benefit(s) 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. 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).

9. 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.

10. The Port Authority currently pays base salary to Police Officers on a prospective basis. 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 Officer 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 Officer 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 Officer's Port Authority employment, except for Police Officers whose Port Authority employment is terminated for any reason within one year of this payment. For any Police Officer 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. A Police Officer shall be "in good standing" under this Agreement unless the Police Officer is terminated for cause

pursuant to Section XXVIII of this Agreement as a result of disciplinary charges pending due to the Police Officer being arrested, indicted or receiving a positive drug test conducted pursuant to Appendix "M" of this Agreement.

11. A Police Officer shall be "in good standing" under this Agreement unless the Police Officer is terminated for cause pursuant to Section XXVIII of this Agreement as a result of disciplinary charges pending due to the Police Officer being arrested, indicted or receiving a positive drug test conducted pursuant to Appendix "M" of this Agreement.

12. Except as provided in paragraph 8, 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.

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. Personal Files

1) During the term of this Memorandum of Agreement, the Port Authority's policy with respect to a Police Officer's opportunity to rebut written derogatory information or statements to be placed in his facility personal file 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 Officer's personal files shall apply to counseling letters or similar documents. A Police Officer shall

acknowledge receipt of counseling letters or similar documents, and 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 files by making arrangements in advance with appropriate personnel. Documents may not be removed, but copies may be made, if necessary.

XXXVII. Association Business

1. Effective January 21, 2003, time off for Association representatives to conduct Association business and for purposes of employee representation shall be granted in accordance with the provisions of a Limited Distribution Directive as amended through negotiations with the Association which shall provide the following:

   (a) The President of the Association shall have full time off to conduct Association business and for purposes of representation of Police Officers;

   (b) in addition, the President of the Association shall have discretion in accordance with the procedures set forth in LDD 1-04 to have Police Officers excused from two hundred sixty-two (262) tours of duty annually to conduct Association business and for purposes of representation of Police Officers;

   (c) in addition, the First Vice-President of the Association and the Second Vice-President and the Treasurer of the Association shall have full time off to investigate grievances, to conduct Association business and for purposes of representation of Police Officers;

(d) and, in addition, five members of the executive board of the Association other than the President and the First Vice-President, or four members if the Second Vice-President is also a member of the Association's negotiating team, shall be excused from duty when necessary to permit them to attend negotiations for a successor Memorandum of Agreement. The above-referenced Limited Distribution Directive, as amended and clarified through negotiations with the Association, has been reissued as LDD 1-04, dated July 1, 2004.

2. Effective on the date of execution of this Memorandum of Agreement, any of the Association Executive Board Members, not to exceed fifty-five, whose regularly scheduled tour of duty on the day 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.

3. Commencing in February 2003, the Port Authority shall pay to the Association in February of each year the sum of $59,367.00, which is to be used by the Association to maintain an office outside of Port Authority facilities. For the years following calendar year 2003, the office space rental reimbursement of $59,367.00 will be increased each year by a factor equal to the percentage increase in the "Consumer Price Index for All Urban Consumers (CPI-U) - Rent of Primary Residence for New York, Northern New Jersey, and Long Island" published by the United States Department of Labor, Bureau of Labor Statistics. Thereafter, the annual increase will be based on the December-to-December percentage change in the Rent of Primary Residence Expenditure Category of the CPI-U.

4. Prior to July, 1996, in each July, the Port Authority shall make a contribution of $85,000.00 to the Association's health and Benefits Fund which is to be used by the Association to defray the cost of the eyeglass program of that Fund which is currently in effect. Effective July, 1996, and in each July thereafter, the Port Authority shall make a contribution of $125,000.00 to the Association's Health and Benefits Fund which is to be used by the Association to defray the cost of the eyeglass program of that Fund which is currently in effect. Effective July, 2000, the above yearly contribution is to be paid to the Plan and Trust of the Association's Welfare Fund (formerly known as the Health and Benefits Fund) to defray the cost of providing benefits to Police Officers pursuant to such Plan and Trust. Effective July, 2003, and each year thereafter, the Port Authority shall make a contribution of $165,000.00 to the Plan and Trust of the Association's Welfare Fund which is to be used to defray the cost of providing benefits to Police Officers pursuant to such Plan and Trust. The contribution of $125,000.00 previously paid in July 2003 shall be treated as payments toward the new yearly contribution of $165,000.

5. Effective January 21, 2003, 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 Officer'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. The Port Authority shall continue to provide an operational LED bulletin board informational system at locations agreed upon by the parties at all Port Authority Police Commands for use by the Association President. The Port Authority shall maintain the system.

XXXVIII. 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.

XXXIX. 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.

XL. 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 Officers 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 Officers.

XLI. Representation Fee

1) Representation Fee

During the term of this Memorandum of Agreement, all Police Officers 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 fees 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 No. 2600.

If the Association submits a member's signed dues check-off 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 check-off authorization form.

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 Officer 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 Officer guard.

XLIV. Service and Personal Weapon

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 on the date of execution of this Memorandum of Agreement, any and all references to the 38 revolver, equipment or ammunition related thereto shall be deemed modified to reflect the change in handgun from the 38 revolver to the 9mm as set forth in Document "Q."

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 or address of any employee without his written consent.

XLVI. Contract Booklets

The Port Authority, at its sole expense, shall furnish the Association with 3000 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.

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

1)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 of Regulations.

2)In the event a Police Officer 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 Officer's assigned Facility Police Command, and reimbursement for parking and tolls, shall continue to be in accordance with the allowances provided for in this Sections.

XLIX. Long-Term Disability Program

1. Active Police Officers 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 Officer 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 Officer's base salary) to be provided by the Port Authority.

2. Effective May 7, 1998, an active Police Officer 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 Officer 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 Officer 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 Officer has been determined by that System with respect thereto not to be qualified for either retirement; and,

c) The Police Officer has exhausted any right that he may have to administratively appeal any denial thereof by that System, excluding any action that the Police Officer may have to appeal his denial in the state or federal judicial system.

Nothing in this Section requires a Police Officer 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 Officer," 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 Officer for any period of time prior to the termination of his Port Authority employment.

4. The Long Term Disability Program dated May 7, 1998 is annexed hereto.

L. 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 Officers shall be eligible to participate on the same terms, conditions and basis.

LI. 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.

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 Officer has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and said Police Officer 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 Officer all sums which the Police Officer 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 Officer 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 Police Officer 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 Officer; in resisting an overt attempt to escape by a person in the care, custody or control of any Police Officer, or while in lawful confinement; or any other situation within the scope of his employment as a Port Authority Police Officer where the Police Officer has not used unjustifiable or excessive force.

2) Definitions. For purposes of this Section, the following terms are defined as indicated:

a) "Police Officer". In addition to its definition contained in Section I, Paragraph I of this Memorandum of Agreement, the words "Police Officer" shall include the heirs, executors, administrators or other legal representatives of a Police Officer 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 Officer 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 Police Officer 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 Officer 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 27, 1988, the Port Authority will pay reasonable counsel fees for the defense of said Officer 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 Officer 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 Officer, and that the Police Officer 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, 1990, counsel fee rates shall be as follows:

Partner or Senior Associate (more than 4 years after admission to the bar): $135.00 per hour.

Junior Associate (4 years or less since admission to the bar) $100.00 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

Effective on the date of execution of this Memorandum of Agreement, the drug abuse testing procedure applicable to Police Officers shall be as set forth in Appendix M, annexed hereto. Prior to the date of execution of this Memorandum of Agreement, the drug abuse testing procedure applicable to Police Officers shall be as set forth in Appendix M, annexed to the July 21, 1991 - January 20, 1996 Memorandum of Agreement between the Port Authority and the Association.

LV. 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 (4) Consolidated Police Zones as follows:

   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/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/ Madison Avenue - Park Avenue Facility

d. Newark Liberty International Airport - Teterboro Airport Facility Police Command/New Jersey Marine Terminals -Port Elizabeth Facility Police Command /Staten Island Bridges - Teleport Facility Police Command/ Howland Hook Facility/Port Ivory Facility/Essex County Resource Recovery Center Facility.

2. The Following Facility Police Commands have not been included in the Consolidated Police Zones set forth in Paragraph one of this Section, and shall continue to be treated as separate Facility Police Commands.

   a. Police Headquarters

   b. Central Police Pool

   c. Police Academy

3. Notwithstanding the above consolidations, Police Officers shall continue to be permanently assigned to individual Facility Police Commands, transfer lists shall continue to be maintained as provided in Document "C", annexed hereto, and facilities including but not limited to lockers and mailboxes shall continue to be maintained at Facility Police Commands for the Police Officers permanently assigned thereto.

4. Deficiencies in normal roll call positions at a Facility Police Command 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 Central Police Pool Police Officer on straight time;

   ii. A qualified Police Officer assigned to any of the Facility Police Commands within that 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 Officer assigned to any of the Facility Police Commands within that Consolidated Police Zone who is excess on the tour of duty of the deficiency;

   iv. A Police Officer pursuant to the overtime provisions of the Memorandum of Agreement.

   For purposes of this Paragraph 4, a Police Officer is "excess" if the Police Officer has not been assigned to a normal roll call position at the Police Officer's Facility Police Command on that tour of duty and all

normal roll call positions at the Command have been filled. The excess Police Officer 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 Officer 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 Officer by failing to fill a normal roll call position in order to use the Police Officer who would have filled that position to cover a deficiency at another Facility Police Command.

For purposes of this Paragraph 4, a Police Officer is "qualified" if the Police Officer 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 Central Police Pool Police Officer 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.

5. Except as set forth in this Section and except for those situations set forth in Section XVI Paragraph 1(c)(iii) of this Memorandum of Agreement, and except for Police Officers assigned to the Central Police Pool, Police Officers assigned to one Facility Police Command shall not cover manpower deficiencies at any other Facility Police Command other than on overtime consistent with this Memorandum of Agreement. A Police Officer whose Facility Police Command is listed in Paragraph 1 of this Section shall not be assigned to work his regularly scheduled tour of duty or involuntary overtime at another Facility Police Command except for those situations set forth in Section XVI, Paragraph 1 (c)(iii) of this Memorandum of Agreement. A Police Officer assigned to another Facility Police Command for any tour of duty due to a situation set forth in Section XVI, Paragraph 1(c) (iii) shall first report to his normal Facility Police Command and stand roll call prior to his assignment. The Assigned Police Officer will be provided transport in a Police vehicle or other Port Authority provided 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 tour of duty to sign off duty.

LVI. Plainclothes Assignments

1. The Port Authority may in its sole discretion assign any Police Officer to perform duties in plainclothes. If the Port Authority elects to assign Police Officers to perform duties in plainclothes at John F. Kennedy International Airport dealing with the enforcement of Taxi and Limousine Commission rules, hustling and other unauthorized solicitation by taxicab and limousine drivers, pickpocket activity, and luggage thefts, including those related to the use of smarte cartes, then the Port Authority shall assign Police Officers

on the JFKIA Plainclothes Assignment List appended to Document N, annexed hereto, who are working on their regularly scheduled tour of duty to such plainclothes assignments by their seniority on that list, provided that, with respect to these plainclothes assignments, up to fifty percent (50%) of the personnel assigned may be from personnel not on that JFKIA Plainclothes Assignment List when there is an operational need, e.g., special skills, or to vary the identity of assigned officers, e.g., gender, race. The practices with respect to "Plainclothes Assignments" of Police Officers at Newark International Airport and LaGuardia Airport which were in effect prior to the execution of this Memorandum of Agreement shall remain the same.

2. Effective on January 21, 2003, a Police Officer who the Port Authority assigns to perform duties in plainclothes shall be paid an additional amount equal to seven and one half percent (7½%) of that Police Officer's hourly rate of pay for each hour he is engaged in the performance of duties in plainclothes to which he has been assigned by the Port Authority, including assignments to appear in criminal court or other similar judicial or administrative proceedings which are directly related to such plainclothes assignments. For purposes of this Paragraph, a Police Officer's "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 Police Officer as set forth in the schedules annexed hereto as Appendix "A" and, for an overtime hour of work, shall be one and one-half (1½) 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 Officer as set forth in the schedules annexed hereto as Appendix "A".

3. Effective with the execution of the Memorandum of Agreement, the respective Plainclothes Assignment Lists (formerly known as "Hack/TES" Squad Lists) at all commands shall be updated for use in "Plainclothes Assignments". The Plainclothes Assignment Lists shall be updated on an annual basis.

LVII. Locker Search Procedure

1. Non-criminal matters:

   a) The search of lockers assigned to police officers in connection with non-criminal matters may occur in the following circumstances:

      i) Upon the death or separation from service of the police officer, the Port Authority may search that police officer's locker;

      ii) The Port Authority may search a police officer's locker when reasonably related to an administrative investigation of the police officer;

iii) The Port Authority may search a police officer's locker to retrieve Port Authority property issued to the police officer;

iv) The Port Authority may search a police officer'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 PBA Office 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 delegate working at the Facility Police Command on the tour of duty of the search will be permitted to be a witness to the search. If no delegates are working on the tour of duty, the President of the PBA shall be notified that no delegates 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 may enter all police lockers not currently assigned to police officers.

LVIII. 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.

LIX. 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 _____

PORT AUTHORITY POLICE BENEVOLENT ASSOCIATION, INC.

By _____

Witness _____

Witness _____

Witness _____

Dated: NOVEMBER 3, 2004

Appendix "A(1)"
Salary Table of Individuals Whose Employment as Police Officer
(Job Specification 2600) Commenced Before 1/21/03

Effective 1/21/03

Step		Bi-Weekly	Annual
1	1st Year	$1,291.35538	$33,575.24
2	2nd Year	$1,605.97731	$41,755.41
3	3rd Year	$1,846.60923	$48,011.84
4	4th Year	$2,123.20231	$55,203.26
5	5th Year	$2,441.27885	$63,473.25
6	6th Year	$2,806.99769	$72,981.94

Effective 1/21/04

Step		Bi-Weekly	Annual
1	1st Year	$1,339.78115	$34,834.31
2	2nd Year	$1,666.20154	$43,321.24
3	3rd Year	$1,915.83077	$49,811.60
4	4th Year	$2,202.82231	$57,273.38
5	5th Year	$2,532.82692	$65,853.50
6	6th Year	$2,912.26000	$75,718.76

Effective 1/21/05

Step		Bi-Weekly	Annual
1	1st Year	$1,386.67000	$36,053.42
2	2nd Year	$1,724.51846	$44,837.48
3	3rd Year	$1,982.88500	$51,555.01
4	4th Year	$2,279.92115	$59,277.95
5	5th Year	$2,621.47577	$68,158.37
6	6th Year	$3,014.18923	$78,368.92

Effective 1/21/06

Step		Bi-Weekly	Annual
1	1st Year	$1,428.27000	$37,135.02
2	2nd Year	$1,776.25385	$46,182.60
3	3rd Year	$2,042.37154	$53,101.66
4	4th Year	$2,348.31885	$61,056.29
5	5th Year	$2,700.12000	$70,203.12
6	6th Year	$3,104.61500	$80,719.99

Effective 1/21/07

Step		Bi-Weekly	Annual
1	1st Year	$1,471.12000	$38,249.12
2	2nd Year	$1,829.54154	$47,568.08
3	3rd Year	$2,103.64269	$54,694.71
4	4th Year	$2,418.76846	$62,887.98
5	5th Year	$2,781.12385	$72,309.22
6	6th Year	$3,197.75346	$83,141.59

Effective 1/21/08

Step		Bi-Weekly	Annual
1	1st Year	$1,529.96000	$39,778.96
2	2nd Year	$1,902.72346	$49,470.81
3	3rd Year	$2,187.78846	$56,882.50
4	4th Year	$2,515.51885	$65,403.49
5	5th Year	$2,892.36885	$75,201.59
6	6th Year	$3,325.66346	$86,467.25

Effective 1/21/09

Step		Bi-Weekly	Annual
1	1st Year	$1,591.16000	$41,370.16
2	2nd Year	$1,978.83231	$51,449.64
3	3rd Year	$2,275.30000	$59,157.80
4	4th Year	$2,616.13962	$68,019.63
5	5th Year	$3,008.06346	$78,209.65
6	6th Year	$3,461.53846	$90,000.00

Note: This Salary Schedule replaces and combines the Salary Schedules from the contract that expired January 21,2003 since all employees in the first two Salary Schedules are at top step.

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/03

Step 2	Bi-Weekly	$1,605.9773
	After 1 Year	$16.06
	After 2 Years	$24.09
	After 3 Years	$32.12
	After 4 Years	$40.15
	After 5 Years	$48.18
	After 6 Years	$56.21
	After 7 Years	$64.24
	After 8 Years	$72.27
	After 9 Years	$80.30
	After 10 Years	$88.33
	After 11 Years	$96.36
	After 12 Years	$104.39
	After 13 Years	$112.42
	After 14 Years	$120.45
	After 15 Years	$128.48
	After 16 Years	$136.51
	After 17 Years	$144.54
	After 18 Years	$152.57
	After 19 Years	$160.60
	After 20 Years	$168.63
	After 21 Years	$176.66
	After 22 Years	$184.69
	After 23 Years	$192.72
	After 24 Years	$200.75
	After 25 Years	$208.78
	After 26 Years	$216.81
	After 27 Years	$224.84
	After 28 Years	$232.87
	After 29 Years	$240.90

Effective 1/21/03

Step 3	Bi-Weekly	$1,846.6092
	After 1 Year	$18.47
	After 2 Years	$27.70
	After 3 Years	$36.93
	After 4 Years	$46.17
	After 5 Years	$55.40
	After 6 Years	$64.63
	After 7 Years	$73.86
	After 8 Years	$83.10
	After 9 Years	$92.33
	After 10 Years	$101.56
	After 11 Years	$110.80
	After 12 Years	$120.03
	After 13 Years	$129.26
	After 14 Years	$138.50
	After 15 Years	$147.73
	After 16 Years	$156.96
	After 17 Years	$166.19
	After 18 Years	$175.43
	After 19 Years	$184.66
	After 20 Years	$193.89
	After 21 Years	$203.13
	After 22 Years	$212.36
	After 23 Years	$221.59
	After 24 Years	$230.83
	After 25 Years	$240.06
	After 26 Years	$249.29
	After 27 Years	$258.53
	After 28 Years	$267.76
	After 29 Years	$276.99

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/03

Step 4	Bi-Weekly	$2,123.2023
	After 1 Year	$21.23
	After 2 Years	$31.85
	After 3 Years	$42.46
	After 4 Years	$53.08
	After 5 Years	$63.70
	After 6 Years	$74.31
	After 7 Years	$84.93
	After 8 Years	$95.54
	After 9 Years	$106.16
	After 10 Years	$116.78
	After 11 Years	$127.39
	After 12 Years	$138.01
	After 13 Years	$148.62
	After 14 Years	$159.24
	After 15 Years	$169.86
	After 16 Years	$180.47
	After 17 Years	$191.09
	After 18 Years	$201.70
	After 19 Years	$212.32
	After 20 Years	$222.94
	After 21 Years	$233.55
	After 22 Years	$244.17
	After 23 Years	$254.78
	After 24 Years	$265.40
	After 25 Years	$276.02
	After 26 Years	$286.63
	After 27 Years	$297.25
	After 28 Years	$307.86
	After 29 Years	$318.48

Effective 1/21/03

Step 5	Bi-Weekly	$2,441.2789
	After 1 Year	$24.41
	After 2 Years	$36.62
	After 3 Years	$48.83
	After 4 Years	$61.03
	After 5 Years	$73.24
	After 6 Years	$85.44
	After 7 Years	$97.65
	After 8 Years	$109.86
	After 9 Years	$122.06
	After 10 Years	$134.27
	After 11 Years	$146.48
	After 12 Years	$158.68
	After 13 Years	$170.89
	After 14 Years	$183.10
	After 15 Years	$195.30
	After 16 Years	$207.51
	After 17 Years	$219.72
	After 18 Years	$231.92
	After 19 Years	$244.13
	After 20 Years	$256.33
	After 21 Years	$268.54
	After 22 Years	$280.75
	After 23 Years	$292.95
	After 24 Years	$305.16
	After 25 Years	$317.37
	After 26 Years	$329.57
	After 27 Years	$341.78
	After 28 Years	$353.99
	After 29 Years	$366.19

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/03

Step 6	Bi-Weekly	$2,806.9977

After 1 Year	$28.07
After 2 Years	$42.10
After 3 Years	$56.14
After 4 Years	$70.17
After 5 Years	$84.21
After 6 Years	$98.24
After 7 Years	$112.28
After 8 Years	$126.31
After 9 Years	$140.35
After 10 Years	$154.38
After 11 Years	$168.42
After 12 Years	$182.45
After 13 Years	$196.49
After 14 Years	$210.52
After 15 Years	$224.56
After 16 Years	$238.59
After 17 Years	$252.63
After 18 Years	$266.66
After 19 Years	$280.70
After 20 Years	$294.73
After 21 Years	$308.77
After 22 Years	$322.80
After 23 Years	$336.84
After 24 Years	$350.87
After 25 Years	$364.91
After 26 Years	$378.94
After 27 Years	$392.98
After 28 Years	$407.01
After 29 Years	$421.05

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/04

Step 2	Bi-Weekly	$1,666.2015
	After 1 Year	$16.66
	After 2 Years	$24.99
	After 3 Years	$33.32
	After 4 Years	$41.66
	After 5 Years	$49.99
	After 6 Years	$58.32
	After 7 Years	$66.65
	After 8 Years	$74.98
	After 9 Years	$83.31
	After 10 Years	$91.64
	After 11 Years	$99.97
	After 12 Years	$108.30
	After 13 Years	$116.63
	After 14 Years	$124.97
	After 15 Years	$133.30
	After 16 Years	$141.63
	After 17 Years	$149.96
	After 18 Years	$158.29
	After 19 Years	$166.62
	After 20 Years	$174.95
	After 21 Years	$183.28
	After 22 Years	$191.61
	After 23 Years	$199.94
	After 24 Years	$208.28
	After 25 Years	$216.61
	After 26 Years	$224.94
	After 27 Years	$233.27
	After 28 Years	$241.60
	After 29 Years	$249.93

Effective 1/21/04

Step 3	Bi-Weekly	$1,915.8308
	After 1 Year	$19.16
	After 2 Years	$28.74
	After 3 Years	$38.32
	After 4 Years	$47.90
	After 5 Years	$57.47
	After 6 Years	$67.05
	After 7 Years	$76.63
	After 8 Years	$86.21
	After 9 Years	$95.79
	After 10 Years	$105.37
	After 11 Years	$114.95
	After 12 Years	$124.53
	After 13 Years	$134.11
	After 14 Years	$143.69
	After 15 Years	$153.27
	After 16 Years	$162.85
	After 17 Years	$172.42
	After 18 Years	$182.00
	After 19 Years	$191.58
	After 20 Years	$201.16
	After 21 Years	$210.74
	After 22 Years	$220.32
	After 23 Years	$229.90
	After 24 Years	$239.48
	After 25 Years	$249.06
	After 26 Years	$258.64
	After 27 Years	$268.22
	After 28 Years	$277.80
	After 29 Years	$287.37

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/04

Step 4	Bi-Weekly	$2,202.8223
	After 1 Year	$22.03
	After 2 Years	$33.04
	After 3 Years	$44.06
	After 4 Years	$55.07
	After 5 Years	$66.08
	After 6 Years	$77.10
	After 7 Years	$88.11
	After 8 Years	$99.13
	After 9 Years	$110.14
	After 10 Years	$121.16
	After 11 Years	$132.17
	After 12 Years	$143.18
	After 13 Years	$154.20
	After 14 Years	$165.21
	After 15 Years	$176.23
	After 16 Years	$187.24
	After 17 Years	$198.25
	After 18 Years	$209.27
	After 19 Years	$220.28
	After 20 Years	$231.30
	After 21 Years	$242.31
	After 22 Years	$253.32
	After 23 Years	$264.34
	After 24 Years	$275.35
	After 25 Years	$286.37
	After 26 Years	$297.38
	After 27 Years	$308.40
	After 28 Years	$319.41
	After 29 Years	$330.42

Effective 1/21/04

Step 5	Bi-Weekly	$2,532.8269
	After 1 Year	$25.33
	After 2 Years	$37.99
	After 3 Years	$50.66
	After 4 Years	$63.32
	After 5 Years	$75.98
	After 6 Years	$88.65
	After 7 Years	$101.31
	After 8 Years	$113.98
	After 9 Years	$126.64
	After 10 Years	$139.31
	After 11 Years	$151.97
	After 12 Years	$164.63
	After 13 Years	$177.30
	After 14 Years	$189.96
	After 15 Years	$202.63
	After 16 Years	$215.29
	After 17 Years	$227.95
	After 18 Years	$240.62
	After 19 Years	$253.28
	After 20 Years	$265.95
	After 21 Years	$278.61
	After 22 Years	$291.28
	After 23 Years	$303.94
	After 24 Years	$316.60
	After 25 Years	$329.27
	After 26 Years	$341.93
	After 27 Years	$354.60
	After 28 Years	$367.26
	After 29 Years	$379.92

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/04

Step 6 Bi-Weekly $2,912.2600

After 1 Year	$29.12
After 2 Years	$43.68
After 3 Years	$58.25
After 4 Years	$72.81
After 5 Years	$87.37
After 6 Years	$101.93
After 7 Years	$116.49
After 8 Years	$131.05
After 9 Years	$145.61
After 10 Years	$160.17
After 11 Years	$174.74
After 12 Years	$189.30
After 13 Years	$203.86
After 14 Years	$218.42
After 15 Years	$232.98
After 16 Years	$247.54
After 17 Years	$262.10
After 18 Years	$276.66
After 19 Years	$291.23
After 20 Years	$305.79
After 21 Years	$320.35
After 22 Years	$334.91
After 23 Years	$349.47
After 24 Years	$364.03
After 25 Years	$378.59
After 26 Years	$393.16
After 27 Years	$407.72
After 28 Years	$422.28
After 29 Years	$436.84

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/05

Step 2	Bi-Weekly	$1,724.5185
	After 1 Year	$17.25
	After 2 Years	$25.87
	After 3 Years	$34.49
	After 4 Years	$43.11
	After 5 Years	$51.74
	After 6 Years	$60.36
	After 7 Years	$68.98
	After 8 Years	$77.60
	After 9 Years	$86.23
	After 10 Years	$94.85
	After 11 Years	$103.47
	After 12 Years	$112.09
	After 13 Years	$120.72
	After 14 Years	$129.34
	After 15 Years	$137.96
	After 16 Years	$146.58
	After 17 Years	$155.21
	After 18 Years	$163.83
	After 19 Years	$172.45
	After 20 Years	$181.07
	After 21 Years	$189.70
	After 22 Years	$198.32
	After 23 Years	$206.94
	After 24 Years	$215.56
	After 25 Years	$224.19
	After 26 Years	$232.81
	After 27 Years	$241.43
	After 28 Years	$250.06
	After 29 Years	$258.68

Effective 1/21/05

Step 3	Bi-Weekly	$1,982.8850
	After 1 Year	$19.83
	After 2 Years	$29.74
	After 3 Years	$39.66
	After 4 Years	$49.57
	After 5 Years	$59.49
	After 6 Years	$69.40
	After 7 Years	$79.32
	After 8 Years	$89.23
	After 9 Years	$99.14
	After 10 Years	$109.06
	After 11 Years	$118.97
	After 12 Years	$128.89
	After 13 Years	$138.80
	After 14 Years	$148.72
	After 15 Years	$158.63
	After 16 Years	$168.55
	After 17 Years	$178.46
	After 18 Years	$188.37
	After 19 Years	$198.29
	After 20 Years	$208.20
	After 21 Years	$218.12
	After 22 Years	$228.03
	After 23 Years	$237.95
	After 24 Years	$247.86
	After 25 Years	$257.78
	After 26 Years	$267.69
	After 27 Years	$277.60
	After 28 Years	$287.52
	After 29 Years	$297.43

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/05

Step 4	Bi-Weekly	$2,279.9212
	After 1 Year	$22.80
	After 2 Years	$34.20
	After 3 Years	$45.60
	After 4 Years	$57.00
	After 5 Years	$68.40
	After 6 Years	$79.80
	After 7 Years	$91.20
	After 8 Years	$102.60
	After 9 Years	$114.00
	After 10 Years	$125.40
	After 11 Years	$136.80
	After 12 Years	$148.19
	After 13 Years	$159.59
	After 14 Years	$170.99
	After 15 Years	$182.39
	After 16 Years	$193.79
	After 17 Years	$205.19
	After 18 Years	$216.59
	After 19 Years	$227.99
	After 20 Years	$239.39
	After 21 Years	$250.79
	After 22 Years	$262.19
	After 23 Years	$273.59
	After 24 Years	$284.99
	After 25 Years	$296.39
	After 26 Years	$307.79
	After 27 Years	$319.19
	After 28 Years	$330.59
	After 29 Years	$341.99

Effective 1/21/05

Step 5	Bi-Weekly	$2,621.4758
	After 1 Year	$26.21
	After 2 Years	$39.32
	After 3 Years	$52.43
	After 4 Years	$65.54
	After 5 Years	$78.64
	After 6 Years	$91.75
	After 7 Years	$104.86
	After 8 Years	$117.97
	After 9 Years	$131.07
	After 10 Years	$144.18
	After 11 Years	$157.29
	After 12 Years	$170.40
	After 13 Years	$183.50
	After 14 Years	$196.61
	After 15 Years	$209.72
	After 16 Years	$222.83
	After 17 Years	$235.93
	After 18 Years	$249.04
	After 19 Years	$262.15
	After 20 Years	$275.25
	After 21 Years	$288.36
	After 22 Years	$301.47
	After 23 Years	$314.58
	After 24 Years	$327.68
	After 25 Years	$340.79
	After 26 Years	$353.90
	After 27 Years	$367.01
	After 28 Years	$380.11
	After 29 Years	$393.22

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/05

Step 6	Bi-Weekly	$3,014.1892

After 1 Year	$30.14
After 2 Years	$45.21
After 3 Years	$60.28
After 4 Years	$75.35
After 5 Years	$90.43
After 6 Years	$105.50
After 7 Years	$120.57
After 8 Years	$135.64
After 9 Years	$150.71
After 10 Years	$165.78
After 11 Years	$180.85
After 12 Years	$195.92
After 13 Years	$210.99
After 14 Years	$226.06
After 15 Years	$241.14
After 16 Years	$256.21
After 17 Years	$271.28
After 18 Years	$286.35
After 19 Years	$301.42
After 20 Years	$316.49
After 21 Years	$331.56
After 22 Years	$346.63
After 23 Years	$361.70
After 24 Years	$376.77
After 25 Years	$391.84
After 26 Years	$406.92
After 27 Years	$421.99
After 28 Years	$437.06
After 29 Years	$452.13

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/06

Step 2	Bi-Weekly	$1,776.2539
	After 1 Year	$17.76
	After 2 Years	$26.64
	After 3 Years	$35.53
	After 4 Years	$44.41
	After 5 Years	$53.29
	After 6 Years	$62.17
	After 7 Years	$71.05
	After 8 Years	$79.93
	After 9 Years	$88.81
	After 10 Years	$97.69
	After 11 Years	$106.58
	After 12 Years	$115.46
	After 13 Years	$124.34
	After 14 Years	$133.22
	After 15 Years	$142.10
	After 16 Years	$150.98
	After 17 Years	$159.86
	After 18 Years	$168.74
	After 19 Years	$177.63
	After 20 Years	$186.51
	After 21 Years	$195.39
	After 22 Years	$204.27
	After 23 Years	$213.15
	After 24 Years	$222.03
	After 25 Years	$230.91
	After 26 Years	$239.79
	After 27 Years	$248.68
	After 28 Years	$257.56
	After 29 Years	$266.44

Effective 1/21/06

Step 3	Bi-Weekly	$2,042.3715
	After 1 Year	$20.42
	After 2 Years	$30.64
	After 3 Years	$40.85
	After 4 Years	$51.06
	After 5 Years	$61.27
	After 6 Years	$71.48
	After 7 Years	$81.69
	After 8 Years	$91.91
	After 9 Years	$102.12
	After 10 Years	$112.33
	After 11 Years	$122.54
	After 12 Years	$132.75
	After 13 Years	$142.97
	After 14 Years	$153.18
	After 15 Years	$163.39
	After 16 Years	$173.60
	After 17 Years	$183.81
	After 18 Years	$194.03
	After 19 Years	$204.24
	After 20 Years	$214.45
	After 21 Years	$224.66
	After 22 Years	$234.87
	After 23 Years	$245.08
	After 24 Years	$255.30
	After 25 Years	$265.51
	After 26 Years	$275.72
	After 27 Years	$285.93
	After 28 Years	$296.14
	After 29 Years	$306.36

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/06

Step 4	Bi-Weekly	$2,348.3189
	After 1 Year	$23.48
	After 2 Years	$35.22
	After 3 Years	$46.97
	After 4 Years	$58.71
	After 5 Years	$70.45
	After 6 Years	$82.19
	After 7 Years	$93.93
	After 8 Years	$105.67
	After 9 Years	$117.42
	After 10 Years	$129.16
	After 11 Years	$140.90
	After 12 Years	$152.64
	After 13 Years	$164.38
	After 14 Years	$176.12
	After 15 Years	$187.87
	After 16 Years	$199.61
	After 17 Years	$211.35
	After 18 Years	$223.09
	After 19 Years	$234.83
	After 20 Years	$246.57
	After 21 Years	$258.32
	After 22 Years	$270.06
	After 23 Years	$281.80
	After 24 Years	$293.54
	After 25 Years	$305.28
	After 26 Years	$317.02
	After 27 Years	$328.76
	After 28 Years	$340.51
	After 29 Years	$352.25

Effective 1/21/06

Step 5	Bi-Weekly	$2,700.1200
	After 1 Year	$27.00
	After 2 Years	$40.50
	After 3 Years	$54.00
	After 4 Years	$67.50
	After 5 Years	$81.00
	After 6 Years	$94.50
	After 7 Years	$108.00
	After 8 Years	$121.51
	After 9 Years	$135.01
	After 10 Years	$148.51
	After 11 Years	$162.01
	After 12 Years	$175.51
	After 13 Years	$189.01
	After 14 Years	$202.51
	After 15 Years	$216.01
	After 16 Years	$229.51
	After 17 Years	$243.01
	After 18 Years	$256.51
	After 19 Years	$270.01
	After 20 Years	$283.51
	After 21 Years	$297.01
	After 22 Years	$310.51
	After 23 Years	$324.01
	After 24 Years	$337.52
	After 25 Years	$351.02
	After 26 Years	$364.52
	After 27 Years	$378.02
	After 28 Years	$391.52
	After 29 Years	$405.02

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/06

Step 6	Bi-Weekly	$3,104.6150
	After 1 Year	$31.05
	After 2 Years	$46.57
	After 3 Years	$62.09
	After 4 Years	$77.62
	After 5 Years	$93.14
	After 6 Years	$108.66
	After 7 Years	$124.18
	After 8 Years	$139.71
	After 9 Years	$155.23
	After 10 Years	$170.75
	After 11 Years	$186.28
	After 12 Years	$201.80
	After 13 Years	$217.32
	After 14 Years	$232.85
	After 15 Years	$248.37
	After 16 Years	$263.89
	After 17 Years	$279.42
	After 18 Years	$294.94
	After 19 Years	$310.46
	After 20 Years	$325.98
	After 21 Years	$341.51
	After 22 Years	$357.03
	After 23 Years	$372.55
	After 24 Years	$388.08
	After 25 Years	$403.60
	After 26 Years	$419.12
	After 27 Years	$434.65
	After 28 Years	$450.17
	After 29 Years	$465.69

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/07

Step 2	Bi-Weekly	$1,829.5415
	After 1 Year	$18.30
	After 2 Years	$27.44
	After 3 Years	$36.59
	After 4 Years	$45.74
	After 5 Years	$54.89
	After 6 Years	$64.03
	After 7 Years	$73.18
	After 8 Years	$82.33
	After 9 Years	$91.48
	After 10 Years	$100.62
	After 11 Years	$109.77
	After 12 Years	$118.92
	After 13 Years	$128.07
	After 14 Years	$137.22
	After 15 Years	$146.36
	After 16 Years	$155.51
	After 17 Years	$164.66
	After 18 Years	$173.81
	After 19 Years	$182.95
	After 20 Years	$192.10
	After 21 Years	$201.25
	After 22 Years	$210.40
	After 23 Years	$219.54
	After 24 Years	$228.69
	After 25 Years	$237.84
	After 26 Years	$246.99
	After 27 Years	$256.14
	After 28 Years	$265.28
	After 29 Years	$274.43

Effective 1/21/07

Step 3	Bi-Weekly	$2,103.6427
	After 1 Year	$21.04
	After 2 Years	$31.55
	After 3 Years	$42.07
	After 4 Years	$52.59
	After 5 Years	$63.11
	After 6 Years	$73.63
	After 7 Years	$84.15
	After 8 Years	$94.66
	After 9 Years	$105.18
	After 10 Years	$115.70
	After 11 Years	$126.22
	After 12 Years	$136.74
	After 13 Years	$147.25
	After 14 Years	$157.77
	After 15 Years	$168.29
	After 16 Years	$178.81
	After 17 Years	$189.33
	After 18 Years	$199.85
	After 19 Years	$210.36
	After 20 Years	$220.88
	After 21 Years	$231.40
	After 22 Years	$241.92
	After 23 Years	$252.44
	After 24 Years	$262.96
	After 25 Years	$273.47
	After 26 Years	$283.99
	After 27 Years	$294.51
	After 28 Years	$305.03
	After 29 Years	$315.55

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/07

Step 4	Bi-Weekly	$2,418.7685
	After 1 Year	$24.19
	After 2 Years	$36.28
	After 3 Years	$48.38
	After 4 Years	$60.47
	After 5 Years	$72.56
	After 6 Years	$84.66
	After 7 Years	$96.75
	After 8 Years	$108.84
	After 9 Years	$120.94
	After 10 Years	$133.03
	After 11 Years	$145.13
	After 12 Years	$157.22
	After 13 Years	$169.31
	After 14 Years	$181.41
	After 15 Years	$193.50
	After 16 Years	$205.60
	After 17 Years	$217.69
	After 18 Years	$229.78
	After 19 Years	$241.88
	After 20 Years	$253.97
	After 21 Years	$266.06
	After 22 Years	$278.16
	After 23 Years	$290.25
	After 24 Years	$302.35
	After 25 Years	$314.44
	After 26 Years	$326.53
	After 27 Years	$338.63
	After 28 Years	$350.72
	After 29 Years	$362.82

Effective 1/21/07

Step 5	Bi-Weekly	$2,781.1239
	After 1 Year	$27.81
	After 2 Years	$41.72
	After 3 Years	$55.62
	After 4 Years	$69.53
	After 5 Years	$83.43
	After 6 Years	$97.34
	After 7 Years	$111.24
	After 8 Years	$125.15
	After 9 Years	$139.06
	After 10 Years	$152.96
	After 11 Years	$166.87
	After 12 Years	$180.77
	After 13 Years	$194.68
	After 14 Years	$208.58
	After 15 Years	$222.49
	After 16 Years	$236.40
	After 17 Years	$250.30
	After 18 Years	$264.21
	After 19 Years	$278.11
	After 20 Years	$292.02
	After 21 Years	$305.92
	After 22 Years	$319.83
	After 23 Years	$333.73
	After 24 Years	$347.64
	After 25 Years	$361.55
	After 26 Years	$375.45
	After 27 Years	$389.36
	After 28 Years	$403.26
	After 29 Years	$417.17

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/07

Step 6	Bi-Weekly	$3,197.7535

After 1 Year	$31.98
After 2 Years	$47.97
After 3 Years	$63.96
After 4 Years	$79.94
After 5 Years	$95.93
After 6 Years	$111.92
After 7 Years	$127.91
After 8 Years	$143.90
After 9 Years	$159.89
After 10 Years	$175.88
After 11 Years	$191.87
After 12 Years	$207.85
After 13 Years	$223.84
After 14 Years	$239.83
After 15 Years	$255.82
After 16 Years	$271.81
After 17 Years	$287.80
After 18 Years	$303.79
After 19 Years	$319.78
After 20 Years	$335.76
After 21 Years	$351.75
After 22 Years	$367.74
After 23 Years	$383.73
After 24 Years	$399.72
After 25 Years	$415.71
After 26 Years	$431.70
After 27 Years	$447.69
After 28 Years	$463.67
After 29 Years	$479.66

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/08

Step 2 Bi-Weekly	$1,902.7235
After 1 Year	$19.03
After 2 Years	$28.54
After 3 Years	$38.05
After 4 Years	$47.57
After 5 Years	$57.08
After 6 Years	$66.60
After 7 Years	$76.11
After 8 Years	$85.62
After 9 Years	$95.14
After 10 Years	$104.65
After 11 Years	$114.16
After 12 Years	$123.68
After 13 Years	$133.19
After 14 Years	$142.70
After 15 Years	$152.22
After 16 Years	$161.73
After 17 Years	$171.25
After 18 Years	$180.76
After 19 Years	$190.27
After 20 Years	$199.79
After 21 Years	$209.30
After 22 Years	$218.81
After 23 Years	$228.33
After 24 Years	$237.84
After 25 Years	$247.35
After 26 Years	$256.87
After 27 Years	$266.38
After 28 Years	$275.89
After 29 Years	$285.41

Effective 1/21/08

Step 3 Bi-Weekly	$2,187.7885
After 1 Year	$21.88
After 2 Years	$32.82
After 3 Years	$43.76
After 4 Years	$54.69
After 5 Years	$65.63
After 6 Years	$76.57
After 7 Years	$87.51
After 8 Years	$98.45
After 9 Years	$109.39
After 10 Years	$120.33
After 11 Years	$131.27
After 12 Years	$142.21
After 13 Years	$153.15
After 14 Years	$164.08
After 15 Years	$175.02
After 16 Years	$185.96
After 17 Years	$196.90
After 18 Years	$207.84
After 19 Years	$218.78
After 20 Years	$229.72
After 21 Years	$240.66
After 22 Years	$251.60
After 23 Years	$262.53
After 24 Years	$273.47
After 25 Years	$284.41
After 26 Years	$295.35
After 27 Years	$306.29
After 28 Years	$317.23
After 29 Years	$328.17

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/08

Step 4	Bi-Weekly	$2,515.5189
	After 1 Year	$25.16
	After 2 Years	$37.73
	After 3 Years	$50.31
	After 4 Years	$62.89
	After 5 Years	$75.47
	After 6 Years	$88.04
	After 7 Years	$100.62
	After 8 Years	$113.20
	After 9 Years	$125.78
	After 10 Years	$138.35
	After 11 Years	$150.93
	After 12 Years	$163.51
	After 13 Years	$176.09
	After 14 Years	$188.66
	After 15 Years	$201.24
	After 16 Years	$213.82
	After 17 Years	$226.40
	After 18 Years	$238.97
	After 19 Years	$251.55
	After 20 Years	$264.13
	After 21 Years	$276.71
	After 22 Years	$289.28
	After 23 Years	$301.86
	After 24 Years	$314.44
	After 25 Years	$327.02
	After 26 Years	$339.60
	After 27 Years	$352.17
	After 28 Years	$364.75
	After 29 Years	$377.33

Effective 1/21/08

Step 5	Bi-Weekly	$2,892.3689
	After 1 Year	$28.92
	After 2 Years	$43.39
	After 3 Years	$57.85
	After 4 Years	$72.31
	After 5 Years	$86.77
	After 6 Years	$101.23
	After 7 Years	$115.69
	After 8 Years	$130.16
	After 9 Years	$144.62
	After 10 Years	$159.08
	After 11 Years	$173.54
	After 12 Years	$188.00
	After 13 Years	$202.47
	After 14 Years	$216.93
	After 15 Years	$231.39
	After 16 Years	$245.85
	After 17 Years	$260.31
	After 18 Years	$274.78
	After 19 Years	$289.24
	After 20 Years	$303.70
	After 21 Years	$318.16
	After 22 Years	$332.62
	After 23 Years	$347.08
	After 24 Years	$361.55
	After 25 Years	$376.01
	After 26 Years	$390.47
	After 27 Years	$404.93
	After 28 Years	$419.39
	After 29 Years	$433.86

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/08

Step 6 Bi-Weekly $3,325.6635

After 1 Year	$33.26
After 2 Years	$49.88
After 3 Years	$66.51
After 4 Years	$83.14
After 5 Years	$99.77
After 6 Years	$116.40
After 7 Years	$133.03
After 8 Years	$149.65
After 9 Years	$166.28
After 10 Years	$182.91
After 11 Years	$199.54
After 12 Years	$216.17
After 13 Years	$232.80
After 14 Years	$249.42
After 15 Years	$266.05
After 16 Years	$282.68
After 17 Years	$299.31
After 18 Years	$315.94
After 19 Years	$332.57
After 20 Years	$349.19
After 21 Years	$365.82
After 22 Years	$382.45
After 23 Years	$399.08
After 24 Years	$415.71
After 25 Years	$432.34
After 26 Years	$448.96
After 27 Years	$465.59
After 28 Years	$482.22
After 29 Years	$498.85

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/09

Step 2	Bi-Weekly	$1,978.8323
	After 1 Year	$19.79
	After 2 Years	$29.68
	After 3 Years	$39.58
	After 4 Years	$49.47
	After 5 Years	$59.36
	After 6 Years	$69.26
	After 7 Years	$79.15
	After 8 Years	$89.05
	After 9 Years	$98.94
	After 10 Years	$108.84
	After 11 Years	$118.73
	After 12 Years	$128.62
	After 13 Years	$138.52
	After 14 Years	$148.41
	After 15 Years	$158.31
	After 16 Years	$168.20
	After 17 Years	$178.09
	After 18 Years	$187.99
	After 19 Years	$197.88
	After 20 Years	$207.78
	After 21 Years	$217.67
	After 22 Years	$227.57
	After 23 Years	$237.46
	After 24 Years	$247.35
	After 25 Years	$257.25
	After 26 Years	$267.14
	After 27 Years	$277.04
	After 28 Years	$286.93
	After 29 Years	$296.82

Effective 1/21/09

Step 3	Bi-Weekly	$2,275.3000
	After 1 Year	$22.75
	After 2 Years	$34.13
	After 3 Years	$45.51
	After 4 Years	$56.88
	After 5 Years	$68.26
	After 6 Years	$79.64
	After 7 Years	$91.01
	After 8 Years	$102.39
	After 9 Years	$113.77
	After 10 Years	$125.14
	After 11 Years	$136.52
	After 12 Years	$147.89
	After 13 Years	$159.27
	After 14 Years	$170.65
	After 15 Years	$182.02
	After 16 Years	$193.40
	After 17 Years	$204.78
	After 18 Years	$216.15
	After 19 Years	$227.53
	After 20 Years	$238.91
	After 21 Years	$250.28
	After 22 Years	$261.66
	After 23 Years	$273.04
	After 24 Years	$284.41
	After 25 Years	$295.79
	After 26 Years	$307.17
	After 27 Years	$318.54
	After 28 Years	$329.92
	After 29 Years	$341.30

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/09

Step 4	Bi-Weekly	$2,616.1396
	After 1 Year	$26.16
	After 2 Years	$39.24
	After 3 Years	$52.32
	After 4 Years	$65.40
	After 5 Years	$78.48
	After 6 Years	$91.56
	After 7 Years	$104.65
	After 8 Years	$117.73
	After 9 Years	$130.81
	After 10 Years	$143.89
	After 11 Years	$156.97
	After 12 Years	$170.05
	After 13 Years	$183.13
	After 14 Years	$196.21
	After 15 Years	$209.29
	After 16 Years	$222.37
	After 17 Years	$235.45
	After 18 Years	$248.53
	After 19 Years	$261.61
	After 20 Years	$274.69
	After 21 Years	$287.78
	After 22 Years	$300.86
	After 23 Years	$313.94
	After 24 Years	$327.02
	After 25 Years	$340.10
	After 26 Years	$353.18
	After 27 Years	$366.26
	After 28 Years	$379.34
	After 29 Years	$392.42

Effective 1/21/09

Step 5	Bi-Weekly	$3,008.0635
	After 1 Year	$30.08
	After 2 Years	$45.12
	After 3 Years	$60.16
	After 4 Years	$75.20
	After 5 Years	$90.24
	After 6 Years	$105.28
	After 7 Years	$120.32
	After 8 Years	$135.36
	After 9 Years	$150.40
	After 10 Years	$165.44
	After 11 Years	$180.48
	After 12 Years	$195.52
	After 13 Years	$210.56
	After 14 Years	$225.60
	After 15 Years	$240.65
	After 16 Years	$255.69
	After 17 Years	$270.73
	After 18 Years	$285.77
	After 19 Years	$300.81
	After 20 Years	$315.85
	After 21 Years	$330.89
	After 22 Years	$345.93
	After 23 Years	$360.97
	After 24 Years	$376.01
	After 25 Years	$391.05
	After 26 Years	$406.09
	After 27 Years	$421.13
	After 28 Years	$436.17
	After 29 Years	$451.21

Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

Effective 1/21/09

Step 6	Bi-Weekly	$3,461.5385
	After 1 Year	$34.62
	After 2 Years	$51.92
	After 3 Years	$69.23
	After 4 Years	$86.54
	After 5 Years	$103.85
	After 6 Years	$121.15
	After 7 Years	$138.46
	After 8 Years	$155.77
	After 9 Years	$173.08
	After 10 Years	$190.38
	After 11 Years	$207.69
	After 12 Years	$225.00
	After 13 Years	$242.31
	After 14 Years	$259.62
	After 15 Years	$276.92
	After 16 Years	$294.23
	After 17 Years	$311.54
	After 18 Years	$328.85
	After 19 Years	$346.15
	After 20 Years	$363.46
	After 21 Years	$380.77
	After 22 Years	$398.08
	After 23 Years	$415.38
	After 24 Years	$432.69
	After 25 Years	$450.00
	After 26 Years	$467.31
	After 27 Years	$484.62
	After 28 Years	$501.92
	After 29 Years	$519.23

Appendix "A(2)"
Salary Table of Individuals Whose Employment as Police Officer
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/03

Step		Bi-Weekly	Annual
Academy Rate		$1,244.68000	$32,361.68
1	(Note: 1)	$1,291.35538	$33,575.24
2	2nd Year	$1,605.97731	$41,755.41
3	3rd Year	$1,846.60923	$48,011.84
4	4th Year	$2,123.20231	$55,203.26
5	5th Year	$2,441.27885	$63,473.25
6	6th Year	$2,806.99769	$72,981.94

Effective 1/21/04

Step		Bi-Weekly	Annual
Academy Rate		$1,244.68000	$32,361.68
1	(Note: 1)	$1,339.78115	$34,834.31
2	2nd Year	$1,666.20154	$43,321.24
3	3rd Year	$1,915.83077	$49,811.60
4	4th Year	$2,202.82231	$57,273.38
5	5th Year	$2,532.82692	$65,853.50
6	6th Year	$2,912.26000	$75,718.76

Effective 1/21/05

Step		Bi-Weekly	Annual
Academy Rate		$1,244.68000	$32,361.68
1	(Note: 1)	$1,339.78115	$34,834.31
2	2nd Year	$1,724.51846	$44,837.48
3	3rd Year	$1,982.88500	$51,555.01
4	4th Year	$2,279.92115	$59,277.95
5	5th Year	$2,621.47577	$68,158.37
6	6th Year	$3,014.18923	$78,368.92

Effective 1/21/06

Step		Bi-Weekly	Annual
Academy Rate		$1,244.68000	$32,361.68
1	(Note: 1)	$1,339.78115	$34,834.31
2	2nd Year	$1,776.25385	$46,182.60
3	3rd Year	$2,042.37154	$53,101.66
4	4th Year	$2,348.31885	$61,056.29
5	5th Year	$2,700.12000	$70,203.12
6	6th Year	$3,104.61500	$80,719.99

Effective 1/21/07

Step		Bi-Weekly	Annual
Academy Rate		$1,244.68000	$32,361.68
1	(Note: 1)	$1,339.78115	$34,834.31
2	2nd Year	$1,829.54154	$47,568.08
3	3rd Year	$2,103.64269	$54,694.71
4	4th Year	$2,418.76846	$62,887.98
5	5th Year	$2,781.12385	$72,309.22
6	6th Year	$3,197.75346	$83,141.59

Effective 1/21/08

Step		Bi-Weekly	Annual
Academy Rate		$1,244.68000	$32,361.68
1	(Note: 1)	$1,339.78115	$34,834.31
2	2nd Year	$1,902.72346	$49,470.81
3	3rd Year	$2,187.78846	$56,882.50
4	4th Year	$2,515.51885	$65,403.49
5	5th Year	$2,892.36885	$75,201.59
6	6th Year	$3,325.66346	$86,467.25

Effective 1/21/09

Step		Bi-Weekly	Annual
Academy Rate		$1,244.68000	$32,361.68
1	(Note: 1)	$1,339.78115	$34,834.31
2	2nd Year	$1,978.83231	$51,449.64
3	3rd Year	$2,275.30000	$59,157.80
4	4th Year	$2,616.13962	$68,019.63
5	5th Year	$3,008.06346	$78,209.65
6	6th Year	$3,461.53846	$90,000.00

(Note 1) Salary upon completion of Academy until the completion of the Police Officer's first year of service.

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/03

Step 2	Bi-Weekly	$1,605.9773
	After 1 Year	$16.06
	After 2 Years	$24.09
	After 3 Years	$32.12
	After 4 Years	$40.15
	After 5 Years	$48.18
	After 6 Years	$56.21
	After 7 Years	$64.24
	After 8 Years	$72.27
	After 9 Years	$80.30
	After 10 Years	$88.33
	After 11 Years	$96.36
	After 12 Years	$104.39
	After 13 Years	$112.42
	After 14 Years	$120.45
	After 15 Years	$128.48
	After 16 Years	$136.51
	After 17 Years	$144.54
	After 18 Years	$152.57
	After 19 Years	$160.60
	After 20 Years	$168.63
	After 21 Years	$176.66
	After 22 Years	$184.69
	After 23 Years	$192.72
	After 24 Years	$200.75
	After 25 Years	$208.78
	After 26 Years	$216.81
	After 27 Years	$224.84
	After 28 Years	$232.87
	After 29 Years	$240.90

Effective 1/21/03

Step 3	Bi-Weekly	$1,846.6092
	After 1 Year	$18.47
	After 2 Years	$27.70
	After 3 Years	$36.93
	After 4 Years	$46.17
	After 5 Years	$55.40
	After 6 Years	$64.63
	After 7 Years	$73.86
	After 8 Years	$83.10
	After 9 Years	$92.33
	After 10 Years	$101.56
	After 11 Years	$110.80
	After 12 Years	$120.03
	After 13 Years	$129.26
	After 14 Years	$138.50
	After 15 Years	$147.73
	After 16 Years	$156.96
	After 17 Years	$166.19
	After 18 Years	$175.43
	After 19 Years	$184.66
	After 20 Years	$193.89
	After 21 Years	$203.13
	After 22 Years	$212.36
	After 23 Years	$221.59
	After 24 Years	$230.83
	After 25 Years	$240.06
	After 26 Years	$249.29
	After 27 Years	$258.53
	After 28 Years	$267.76
	After 29 Years	$276.99

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/03

Step 4	Bi-Weekly	$2,123.2023
	After 1 Year	$21.23
	After 2 Years	$31.85
	After 3 Years	$42.46
	After 4 Years	$53.08
	After 5 Years	$63.70
	After 6 Years	$74.31
	After 7 Years	$84.93
	After 8 Years	$95.54
	After 9 Years	$106.16
	After 10 Years	$116.78
	After 11 Years	$127.39
	After 12 Years	$138.01
	After 13 Years	$148.62
	After 14 Years	$159.24
	After 15 Years	$169.86
	After 16 Years	$180.47
	After 17 Years	$191.09
	After 18 Years	$201.70
	After 19 Years	$212.32
	After 20 Years	$222.94
	After 21 Years	$233.55
	After 22 Years	$244.17
	After 23 Years	$254.78
	After 24 Years	$265.40
	After 25 Years	$276.02
	After 26 Years	$286.63
	After 27 Years	$297.25
	After 28 Years	$307.86
	After 29 Years	$318.48

Effective 1/21/03

Step 5	Bi-Weekly	$2,441.2789
	After 1 Year	$24.41
	After 2 Years	$36.62
	After 3 Years	$48.83
	After 4 Years	$61.03
	After 5 Years	$73.24
	After 6 Years	$85.44
	After 7 Years	$97.65
	After 8 Years	$109.86
	After 9 Years	$122.06
	After 10 Years	$134.27
	After 11 Years	$146.48
	After 12 Years	$158.68
	After 13 Years	$170.89
	After 14 Years	$183.10
	After 15 Years	$195.30
	After 16 Years	$207.51
	After 17 Years	$219.72
	After 18 Years	$231.92
	After 19 Years	$244.13
	After 20 Years	$256.33
	After 21 Years	$268.54
	After 22 Years	$280.75
	After 23 Years	$292.95
	After 24 Years	$305.16
	After 25 Years	$317.37
	After 26 Years	$329.57
	After 27 Years	$341.78
	After 28 Years	$353.99
	After 29 Years	$366.19

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers - (Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/03

Step 6	Bi-Weekly	$2,806.9977
	After 1 Year	$28.07
	After 2 Years	$42.10
	After 3 Years	$56.14
	After 4 Years	$70.17
	After 5 Years	$84.21
	After 6 Years	$98.24
	After 7 Years	$112.28
	After 8 Years	$126.31
	After 9 Years	$140.35
	After 10 Years	$154.38
	After 11 Years	$168.42
	After 12 Years	$182.45
	After 13 Years	$196.49
	After 14 Years	$210.52
	After 15 Years	$224.56
	After 16 Years	$238.59
	After 17 Years	$252.63
	After 18 Years	$266.66
	After 19 Years	$280.70
	After 20 Years	$294.73
	After 21 Years	$308.77
	After 22 Years	$322.80
	After 23 Years	$336.84
	After 24 Years	$350.87
	After 25 Years	$364.91
	After 26 Years	$378.94
	After 27 Years	$392.98
	After 28 Years	$407.01
	After 29 Years	$421.05

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/04

Step 2	Bi-Weekly	$1,666.2015
	After 1 Year	$16.66
	After 2 Years	$24.99
	After 3 Years	$33.32
	After 4 Years	$41.66
	After 5 Years	$49.99
	After 6 Years	$58.32
	After 7 Years	$66.65
	After 8 Years	$74.98
	After 9 Years	$83.31
	After 10 Years	$91.64
	After 11 Years	$99.97
	After 12 Years	$108.30
	After 13 Years	$116.63
	After 14 Years	$124.97
	After 15 Years	$133.30
	After 16 Years	$141.63
	After 17 Years	$149.96
	After 18 Years	$158.29
	After 19 Years	$166.62
	After 20 Years	$174.95
	After 21 Years	$183.28
	After 22 Years	$191.61
	After 23 Years	$199.94
	After 24 Years	$208.28
	After 25 Years	$216.61
	After 26 Years	$224.94
	After 27 Years	$233.27
	After 28 Years	$241.60
	After 29 Years	$249.93

Effective 1/21/04

Step 3	Bi-Weekly	$1,915.8308
	After 1 Year	$19.16
	After 2 Years	$28.74
	After 3 Years	$38.32
	After 4 Years	$47.90
	After 5 Years	$57.47
	After 6 Years	$67.05
	After 7 Years	$76.63
	After 8 Years	$86.21
	After 9 Years	$95.79
	After 10 Years	$105.37
	After 11 Years	$114.95
	After 12 Years	$124.53
	After 13 Years	$134.11
	After 14 Years	$143.69
	After 15 Years	$153.27
	After 16 Years	$162.85
	After 17 Years	$172.42
	After 18 Years	$182.00
	After 19 Years	$191.58
	After 20 Years	$201.16
	After 21 Years	$210.74
	After 22 Years	$220.32
	After 23 Years	$229.90
	After 24 Years	$239.48
	After 25 Years	$249.06
	After 26 Years	$258.64
	After 27 Years	$268.22
	After 28 Years	$277.80
	After 29 Years	$287.37

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/04

Step 4	Bi-Weekly	$2,202.8223
	After 1 Year	$22.03
	After 2 Years	$33.04
	After 3 Years	$44.06
	After 4 Years	$55.07
	After 5 Years	$66.08
	After 6 Years	$77.10
	After 7 Years	$88.11
	After 8 Years	$99.13
	After 9 Years	$110.14
	After 10 Years	$121.16
	After 11 Years	$132.17
	After 12 Years	$143.18
	After 13 Years	$154.20
	After 14 Years	$165.21
	After 15 Years	$176.23
	After 16 Years	$187.24
	After 17 Years	$198.25
	After 18 Years	$209.27
	After 19 Years	$220.28
	After 20 Years	$231.30
	After 21 Years	$242.31
	After 22 Years	$253.32
	After 23 Years	$264.34
	After 24 Years	$275.35
	After 25 Years	$286.37
	After 26 Years	$297.38
	After 27 Years	$308.40
	After 28 Years	$319.41
	After 29 Years	$330.42

Effective 1/21/04

Step 5	Bi-Weekly	$2,532.8269
	After 1 Year	$25.33
	After 2 Years	$37.99
	After 3 Years	$50.66
	After 4 Years	$63.32
	After 5 Years	$75.98
	After 6 Years	$88.65
	After 7 Years	$101.31
	After 8 Years	$113.98
	After 9 Years	$126.64
	After 10 Years	$139.31
	After 11 Years	$151.97
	After 12 Years	$164.63
	After 13 Years	$177.30
	After 14 Years	$189.96
	After 15 Years	$202.63
	After 16 Years	$215.29
	After 17 Years	$227.95
	After 18 Years	$240.62
	After 19 Years	$253.28
	After 20 Years	$265.95
	After 21 Years	$278.61
	After 22 Years	$291.28
	After 23 Years	$303.94
	After 24 Years	$316.60
	After 25 Years	$329.27
	After 26 Years	$341.93
	After 27 Years	$354.60
	After 28 Years	$367.26
	After 29 Years	$379.92

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/04

Step 6	Bi-Weekly	$2,912.2600
	After 1 Year	$29.12
	After 2 Years	$43.68
	After 3 Years	$58.25
	After 4 Years	$72.81
	After 5 Years	$87.37
	After 6 Years	$101.93
	After 7 Years	$116.49
	After 8 Years	$131.05
	After 9 Years	$145.61
	After 10 Years	$160.17
	After 11 Years	$174.74
	After 12 Years	$189.30
	After 13 Years	$203.86
	After 14 Years	$218.42
	After 15 Years	$232.98
	After 16 Years	$247.54
	After 17 Years	$262.10
	After 18 Years	$276.66
	After 19 Years	$291.23
	After 20 Years	$305.79
	After 21 Years	$320.35
	After 22 Years	$334.91
	After 23 Years	$349.47
	After 24 Years	$364.03
	After 25 Years	$378.59
	After 26 Years	$393.16
	After 27 Years	$407.72
	After 28 Years	$422.28
	After 29 Years	$436.84

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/05

Step 2	Bi-Weekly	$1,724.5185
	After 1 Year	$17.25
	After 2 Years	$25.87
	After 3 Years	$34.49
	After 4 Years	$43.11
	After 5 Years	$51.74
	After 6 Years	$60.36
	After 7 Years	$68.98
	After 8 Years	$77.60
	After 9 Years	$86.23
	After 10 Years	$94.85
	After 11 Years	$103.47
	After 12 Years	$112.09
	After 13 Years	$120.72
	After 14 Years	$129.34
	After 15 Years	$137.96
	After 16 Years	$146.58
	After 17 Years	$155.21
	After 18 Years	$163.83
	After 19 Years	$172.45
	After 20 Years	$181.07
	After 21 Years	$189.70
	After 22 Years	$198.32
	After 23 Years	$206.94
	After 24 Years	$215.56
	After 25 Years	$224.19
	After 26 Years	$232.81
	After 27 Years	$241.43
	After 28 Years	$250.06
	After 29 Years	$258.68

Effective 1/21/05

Step 3	Bi-Weekly	$1,982.8850
	After 1 Year	$19.83
	After 2 Years	$29.74
	After 3 Years	$39.66
	After 4 Years	$49.57
	After 5 Years	$59.49
	After 6 Years	$69.40
	After 7 Years	$79.32
	After 8 Years	$89.23
	After 9 Years	$99.14
	After 10 Years	$109.06
	After 11 Years	$118.97
	After 12 Years	$128.89
	After 13 Years	$138.80
	After 14 Years	$148.72
	After 15 Years	$158.63
	After 16 Years	$168.55
	After 17 Years	$178.46
	After 18 Years	$188.37
	After 19 Years	$198.29
	After 20 Years	$208.20
	After 21 Years	$218.12
	After 22 Years	$228.03
	After 23 Years	$237.95
	After 24 Years	$247.86
	After 25 Years	$257.78
	After 26 Years	$267.69
	After 27 Years	$277.60
	After 28 Years	$287.52
	After 29 Years	$297.43

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/05

Step 4	Bi-Weekly	$2,279.9212
	After 1 Year	$22.80
	After 2 Years	$34.20
	After 3 Years	$45.60
	After 4 Years	$57.00
	After 5 Years	$68.40
	After 6 Years	$79.80
	After 7 Years	$91.20
	After 8 Years	$102.60
	After 9 Years	$114.00
	After 10 Years	$125.40
	After 11 Years	$136.80
	After 12 Years	$148.19
	After 13 Years	$159.59
	After 14 Years	$170.99
	After 15 Years	$182.39
	After 16 Years	$193.79
	After 17 Years	$205.19
	After 18 Years	$216.59
	After 19 Years	$227.99
	After 20 Years	$239.39
	After 21 Years	$250.79
	After 22 Years	$262.19
	After 23 Years	$273.59
	After 24 Years	$284.99
	After 25 Years	$296.39
	After 26 Years	$307.79
	After 27 Years	$319.19
	After 28 Years	$330.59
	After 29 Years	$341.99

Effective 1/21/05

Step 5	Bi-Weekly	$2,621.4758
	After 1 Year	$26.21
	After 2 Years	$39.32
	After 3 Years	$52.43
	After 4 Years	$65.54
	After 5 Years	$78.64
	After 6 Years	$91.75
	After 7 Years	$104.86
	After 8 Years	$117.97
	After 9 Years	$131.07
	After 10 Years	$144.18
	After 11 Years	$157.29
	After 12 Years	$170.40
	After 13 Years	$183.50
	After 14 Years	$196.61
	After 15 Years	$209.72
	After 16 Years	$222.83
	After 17 Years	$235.93
	After 18 Years	$249.04
	After 19 Years	$262.15
	After 20 Years	$275.25
	After 21 Years	$288.36
	After 22 Years	$301.47
	After 23 Years	$314.58
	After 24 Years	$327.68
	After 25 Years	$340.79
	After 26 Years	$353.90
	After 27 Years	$367.01
	After 28 Years	$380.11
	After 29 Years	$393.22

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/05

Step 6	Bi-Weekly	$3,014.1892
	After 1 Year	$30.14
	After 2 Years	$45.21
	After 3 Years	$60.28
	After 4 Years	$75.35
	After 5 Years	$90.43
	After 6 Years	$105.50
	After 7 Years	$120.57
	After 8 Years	$135.64
	After 9 Years	$150.71
	After 10 Years	$165.78
	After 11 Years	$180.85
	After 12 Years	$195.92
	After 13 Years	$210.99
	After 14 Years	$226.06
	After 15 Years	$241.14
	After 16 Years	$256.21
	After 17 Years	$271.28
	After 18 Years	$286.35
	After 19 Years	$301.42
	After 20 Years	$316.49
	After 21 Years	$331.56
	After 22 Years	$346.63
	After 23 Years	$361.70
	After 24 Years	$376.77
	After 25 Years	$391.84
	After 26 Years	$406.92
	After 27 Years	$421.99
	After 28 Years	$437.06
	After 29 Years	$452.13

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/06

Step 2	Bi-Weekly	$1,776.2539
	After 1 Year	$17.76
	After 2 Years	$26.64
	After 3 Years	$35.53
	After 4 Years	$44.41
	After 5 Years	$53.29
	After 6 Years	$62.17
	After 7 Years	$71.05
	After 8 Years	$79.93
	After 9 Years	$88.81
	After 10 Years	$97.69
	After 11 Years	$106.58
	After 12 Years	$115.46
	After 13 Years	$124.34
	After 14 Years	$133.22
	After 15 Years	$142.10
	After 16 Years	$150.98
	After 17 Years	$159.86
	After 18 Years	$168.74
	After 19 Years	$177.63
	After 20 Years	$186.51
	After 21 Years	$195.39
	After 22 Years	$204.27
	After 23 Years	$213.15
	After 24 Years	$222.03
	After 25 Years	$230.91
	After 26 Years	$239.79
	After 27 Years	$248.68
	After 28 Years	$257.56
	After 29 Years	$266.44

Effective 1/21/06

Step 3	Bi-Weekly	$2,042.3715
	After 1 Year	$20.42
	After 2 Years	$30.64
	After 3 Years	$40.85
	After 4 Years	$51.06
	After 5 Years	$61.27
	After 6 Years	$71.48
	After 7 Years	$81.69
	After 8 Years	$91.91
	After 9 Years	$102.12
	After 10 Years	$112.33
	After 11 Years	$122.54
	After 12 Years	$132.75
	After 13 Years	$142.97
	After 14 Years	$153.18
	After 15 Years	$163.39
	After 16 Years	$173.60
	After 17 Years	$183.81
	After 18 Years	$194.03
	After 19 Years	$204.24
	After 20 Years	$214.45
	After 21 Years	$224.66
	After 22 Years	$234.87
	After 23 Years	$245.08
	After 24 Years	$255.30
	After 25 Years	$265.51
	After 26 Years	$275.72
	After 27 Years	$285.93
	After 28 Years	$296.14
	After 29 Years	$306.36

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/06

Step 4	Bi-Weekly	$2,348.3189
	After 1 Year	$23.48
	After 2 Years	$35.22
	After 3 Years	$46.97
	After 4 Years	$58.71
	After 5 Years	$70.45
	After 6 Years	$82.19
	After 7 Years	$93.93
	After 8 Years	$105.67
	After 9 Years	$117.42
	After 10 Years	$129.16
	After 11 Years	$140.90
	After 12 Years	$152.64
	After 13 Years	$164.38
	After 14 Years	$176.12
	After 15 Years	$187.87
	After 16 Years	$199.61
	After 17 Years	$211.35
	After 18 Years	$223.09
	After 19 Years	$234.83
	After 20 Years	$246.57
	After 21 Years	$258.32
	After 22 Years	$270.06
	After 23 Years	$281.80
	After 24 Years	$293.54
	After 25 Years	$305.28
	After 26 Years	$317.02
	After 27 Years	$328.76
	After 28 Years	$340.51
	After 29 Years	$352.25

Effective 1/21/06

Step 5	Bi-Weekly	$2,700.1200
	After 1 Year	$27.00
	After 2 Years	$40.50
	After 3 Years	$54.00
	After 4 Years	$67.50
	After 5 Years	$81.00
	After 6 Years	$94.50
	After 7 Years	$108.00
	After 8 Years	$121.51
	After 9 Years	$135.01
	After 10 Years	$148.51
	After 11 Years	$162.01
	After 12 Years	$175.51
	After 13 Years	$189.01
	After 14 Years	$202.51
	After 15 Years	$216.01
	After 16 Years	$229.51
	After 17 Years	$243.01
	After 18 Years	$256.51
	After 19 Years	$270.01
	After 20 Years	$283.51
	After 21 Years	$297.01
	After 22 Years	$310.51
	After 23 Years	$324.01
	After 24 Years	$337.52
	After 25 Years	$351.02
	After 26 Years	$364.52
	After 27 Years	$378.02
	After 28 Years	$391.52
	After 29 Years	$405.02

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/06

Step 6	Bi-Weekly	$3,104.6150
	After 1 Year	$31.05
	After 2 Years	$46.57
	After 3 Years	$62.09
	After 4 Years	$77.62
	After 5 Years	$93.14
	After 6 Years	$108.66
	After 7 Years	$124.18
	After 8 Years	$139.71
	After 9 Years	$155.23
	After 10 Years	$170.75
	After 11 Years	$186.28
	After 12 Years	$201.80
	After 13 Years	$217.32
	After 14 Years	$232.85
	After 15 Years	$248.37
	After 16 Years	$263.89
	After 17 Years	$279.42
	After 18 Years	$294.94
	After 19 Years	$310.46
	After 20 Years	$325.98
	After 21 Years	$341.51
	After 22 Years	$357.03
	After 23 Years	$372.55
	After 24 Years	$388.08
	After 25 Years	$403.60
	After 26 Years	$419.12
	After 27 Years	$434.65
	After 28 Years	$450.17
	After 29 Years	$465.69

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/07

Step 2	Bi-Weekly	$1,829.5415
	After 1 Year	$18.30
	After 2 Years	$27.44
	After 3 Years	$36.59
	After 4 Years	$45.74
	After 5 Years	$54.89
	After 6 Years	$64.03
	After 7 Years	$73.18
	After 8 Years	$82.33
	After 9 Years	$91.48
	After 10 Years	$100.62
	After 11 Years	$109.77
	After 12 Years	$118.92
	After 13 Years	$128.07
	After 14 Years	$137.22
	After 15 Years	$146.36
	After 16 Years	$155.51
	After 17 Years	$164.66
	After 18 Years	$173.81
	After 19 Years	$182.95
	After 20 Years	$192.10
	After 21 Years	$201.25
	After 22 Years	$210.40
	After 23 Years	$219.54
	After 24 Years	$228.69
	After 25 Years	$237.84
	After 26 Years	$246.99
	After 27 Years	$256.14
	After 28 Years	$265.28
	After 29 Years	$274.43

Effective 1/21/07

Step 3	Bi-Weekly	$2,103.6427
	After 1 Year	$21.04
	After 2 Years	$31.55
	After 3 Years	$42.07
	After 4 Years	$52.59
	After 5 Years	$63.11
	After 6 Years	$73.63
	After 7 Years	$84.15
	After 8 Years	$94.66
	After 9 Years	$105.18
	After 10 Years	$115.70
	After 11 Years	$126.22
	After 12 Years	$136.74
	After 13 Years	$147.25
	After 14 Years	$157.77
	After 15 Years	$168.29
	After 16 Years	$178.81
	After 17 Years	$189.33
	After 18 Years	$199.85
	After 19 Years	$210.36
	After 20 Years	$220.88
	After 21 Years	$231.40
	After 22 Years	$241.92
	After 23 Years	$252.44
	After 24 Years	$262.96
	After 25 Years	$273.47
	After 26 Years	$283.99
	After 27 Years	$294.51
	After 28 Years	$305.03
	After 29 Years	$315.55

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/07

Step 4	Bi-Weekly	$2,418.7685
	After 1 Year	$24.19
	After 2 Years	$36.28
	After 3 Years	$48.38
	After 4 Years	$60.47
	After 5 Years	$72.56
	After 6 Years	$84.66
	After 7 Years	$96.75
	After 8 Years	$108.84
	After 9 Years	$120.94
	After 10 Years	$133.03
	After 11 Years	$145.13
	After 12 Years	$157.22
	After 13 Years	$169.31
	After 14 Years	$181.41
	After 15 Years	$193.50
	After 16 Years	$205.60
	After 17 Years	$217.69
	After 18 Years	$229.78
	After 19 Years	$241.88
	After 20 Years	$253.97
	After 21 Years	$266.06
	After 22 Years	$278.16
	After 23 Years	$290.25
	After 24 Years	$302.35
	After 25 Years	$314.44
	After 26 Years	$326.53
	After 27 Years	$338.63
	After 28 Years	$350.72
	After 29 Years	$362.82

Effective 1/21/07

Step 5	Bi-Weekly	$2,781.1239
	After 1 Year	$27.81
	After 2 Years	$41.72
	After 3 Years	$55.62
	After 4 Years	$69.53
	After 5 Years	$83.43
	After 6 Years	$97.34
	After 7 Years	$111.24
	After 8 Years	$125.15
	After 9 Years	$139.06
	After 10 Years	$152.96
	After 11 Years	$166.87
	After 12 Years	$180.77
	After 13 Years	$194.68
	After 14 Years	$208.58
	After 15 Years	$222.49
	After 16 Years	$236.40
	After 17 Years	$250.30
	After 18 Years	$264.21
	After 19 Years	$278.11
	After 20 Years	$292.02
	After 21 Years	$305.92
	After 22 Years	$319.83
	After 23 Years	$333.73
	After 24 Years	$347.64
	After 25 Years	$361.55
	After 26 Years	$375.45
	After 27 Years	$389.36
	After 28 Years	$403.26
	After 29 Years	$417.17

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/07

Step 6	Bi-Weekly	$3,197.7535
	After 1 Year	$31.98
	After 2 Years	$47.97
	After 3 Years	$63.96
	After 4 Years	$79.94
	After 5 Years	$95.93
	After 6 Years	$111.92
	After 7 Years	$127.91
	After 8 Years	$143.90
	After 9 Years	$159.89
	After 10 Years	$175.88
	After 11 Years	$191.87
	After 12 Years	$207.85
	After 13 Years	$223.84
	After 14 Years	$239.83
	After 15 Years	$255.82
	After 16 Years	$271.81
	After 17 Years	$287.80
	After 18 Years	$303.79
	After 19 Years	$319.78
	After 20 Years	$335.76
	After 21 Years	$351.75
	After 22 Years	$367.74
	After 23 Years	$383.73
	After 24 Years	$399.72
	After 25 Years	$415.71
	After 26 Years	$431.70
	After 27 Years	$447.69
	After 28 Years	$463.67
	After 29 Years	$479.66

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/08

Step 2	Bi-Weekly	$1,902.7235
	After 1 Year	$19.03
	After 2 Years	$28.54
	After 3 Years	$38.05
	After 4 Years	$47.57
	After 5 Years	$57.08
	After 6 Years	$66.60
	After 7 Years	$76.11
	After 8 Years	$85.62
	After 9 Years	$95.14
	After 10 Years	$104.65
	After 11 Years	$114.16
	After 12 Years	$123.68
	After 13 Years	$133.19
	After 14 Years	$142.70
	After 15 Years	$152.22
	After 16 Years	$161.73
	After 17 Years	$171.25
	After 18 Years	$180.76
	After 19 Years	$190.27
	After 20 Years	$199.79
	After 21 Years	$209.30
	After 22 Years	$218.81
	After 23 Years	$228.33
	After 24 Years	$237.84
	After 25 Years	$247.35
	After 26 Years	$256.87
	After 27 Years	$266.38
	After 28 Years	$275.89
	After 29 Years	$285.41

Effective 1/21/08

Step 3	Bi-Weekly	$2,187.7885
	After 1 Year	$21.88
	After 2 Years	$32.82
	After 3 Years	$43.76
	After 4 Years	$54.69
	After 5 Years	$65.63
	After 6 Years	$76.57
	After 7 Years	$87.51
	After 8 Years	$98.45
	After 9 Years	$109.39
	After 10 Years	$120.33
	After 11 Years	$131.27
	After 12 Years	$142.21
	After 13 Years	$153.15
	After 14 Years	$164.08
	After 15 Years	$175.02
	After 16 Years	$185.96
	After 17 Years	$196.90
	After 18 Years	$207.84
	After 19 Years	$218.78
	After 20 Years	$229.72
	After 21 Years	$240.66
	After 22 Years	$251.60
	After 23 Years	$262.53
	After 24 Years	$273.47
	After 25 Years	$284.41
	After 26 Years	$295.35
	After 27 Years	$306.29
	After 28 Years	$317.23
	After 29 Years	$328.17

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/08

Step 4	Bi-Weekly	$2,515.5189
	After 1 Year	$25.16
	After 2 Years	$37.73
	After 3 Years	$50.31
	After 4 Years	$62.89
	After 5 Years	$75.47
	After 6 Years	$88.04
	After 7 Years	$100.62
	After 8 Years	$113.20
	After 9 Years	$125.78
	After 10 Years	$138.35
	After 11 Years	$150.93
	After 12 Years	$163.51
	After 13 Years	$176.09
	After 14 Years	$188.66
	After 15 Years	$201.24
	After 16 Years	$213.82
	After 17 Years	$226.40
	After 18 Years	$238.97
	After 19 Years	$251.55
	After 20 Years	$264.13
	After 21 Years	$276.71
	After 22 Years	$289.28
	After 23 Years	$301.86
	After 24 Years	$314.44
	After 25 Years	$327.02
	After 26 Years	$339.60
	After 27 Years	$352.17
	After 28 Years	$364.75
	After 29 Years	$377.33

Effective 1/21/08

Step 5	Bi-Weekly	$2,892.3689
	After 1 Year	$28.92
	After 2 Years	$43.39
	After 3 Years	$57.85
	After 4 Years	$72.31
	After 5 Years	$86.77
	After 6 Years	$101.23
	After 7 Years	$115.69
	After 8 Years	$130.16
	After 9 Years	$144.62
	After 10 Years	$159.08
	After 11 Years	$173.54
	After 12 Years	$188.00
	After 13 Years	$202.47
	After 14 Years	$216.93
	After 15 Years	$231.39
	After 16 Years	$245.85
	After 17 Years	$260.31
	After 18 Years	$274.78
	After 19 Years	$289.24
	After 20 Years	$303.70
	After 21 Years	$318.16
	After 22 Years	$332.62
	After 23 Years	$347.08
	After 24 Years	$361.55
	After 25 Years	$376.01
	After 26 Years	$390.47
	After 27 Years	$404.93
	After 28 Years	$419.39
	After 29 Years	$433.86

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/08

Step 6	Bi-Weekly	$3,325.6635
	After 1 Year	$33.26
	After 2 Years	$49.88
	After 3 Years	$66.51
	After 4 Years	$83.14
	After 5 Years	$99.77
	After 6 Years	$116.40
	After 7 Years	$133.03
	After 8 Years	$149.65
	After 9 Years	$166.28
	After 10 Years	$182.91
	After 11 Years	$199.54
	After 12 Years	$216.17
	After 13 Years	$232.80
	After 14 Years	$249.42
	After 15 Years	$266.05
	After 16 Years	$282.68
	After 17 Years	$299.31
	After 18 Years	$315.94
	After 19 Years	$332.57
	After 20 Years	$349.19
	After 21 Years	$365.82
	After 22 Years	$382.45
	After 23 Years	$399.08
	After 24 Years	$415.71
	After 25 Years	$432.34
	After 26 Years	$448.96
	After 27 Years	$465.59
	After 28 Years	$482.22
	After 29 Years	$498.85

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/09

Step 2	Bi-Weekly	$1,978.8323
	After 1 Year	$19.79
	After 2 Years	$29.68
	After 3 Years	$39.58
	After 4 Years	$49.47
	After 5 Years	$59.36
	After 6 Years	$69.26
	After 7 Years	$79.15
	After 8 Years	$89.05
	After 9 Years	$98.94
	After 10 Years	$108.84
	After 11 Years	$118.73
	After 12 Years	$128.62
	After 13 Years	$138.52
	After 14 Years	$148.41
	After 15 Years	$158.31
	After 16 Years	$168.20
	After 17 Years	$178.09
	After 18 Years	$187.99
	After 19 Years	$197.88
	After 20 Years	$207.78
	After 21 Years	$217.67
	After 22 Years	$227.57
	After 23 Years	$237.46
	After 24 Years	$247.35
	After 25 Years	$257.25
	After 26 Years	$267.14
	After 27 Years	$277.04
	After 28 Years	$286.93
	After 29 Years	$296.82

Effective 1/21/09

Step 3	Bi-Weekly	$2,275.3000
	After 1 Year	$22.75
	After 2 Years	$34.13
	After 3 Years	$45.51
	After 4 Years	$56.88
	After 5 Years	$68.26
	After 6 Years	$79.64
	After 7 Years	$91.01
	After 8 Years	$102.39
	After 9 Years	$113.77
	After 10 Years	$125.14
	After 11 Years	$136.52
	After 12 Years	$147.89
	After 13 Years	$159.27
	After 14 Years	$170.65
	After 15 Years	$182.02
	After 16 Years	$193.40
	After 17 Years	$204.78
	After 18 Years	$216.15
	After 19 Years	$227.53
	After 20 Years	$238.91
	After 21 Years	$250.28
	After 22 Years	$261.66
	After 23 Years	$273.04
	After 24 Years	$284.41
	After 25 Years	$295.79
	After 26 Years	$307.17
	After 27 Years	$318.54
	After 28 Years	$329.92
	After 29 Years	$341.30

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/09

Step 4	Bi-Weekly	$2,616.1396
	After 1 Year	$26.16
	After 2 Years	$39.24
	After 3 Years	$52.32
	After 4 Years	$65.40
	After 5 Years	$78.48
	After 6 Years	$91.56
	After 7 Years	$104.65
	After 8 Years	$117.73
	After 9 Years	$130.81
	After 10 Years	$143.89
	After 11 Years	$156.97
	After 12 Years	$170.05
	After 13 Years	$183.13
	After 14 Years	$196.21
	After 15 Years	$209.29
	After 16 Years	$222.37
	After 17 Years	$235.45
	After 18 Years	$248.53
	After 19 Years	$261.61
	After 20 Years	$274.69
	After 21 Years	$287.78
	After 22 Years	$300.86
	After 23 Years	$313.94
	After 24 Years	$327.02
	After 25 Years	$340.10
	After 26 Years	$353.18
	After 27 Years	$366.26
	After 28 Years	$379.34
	After 29 Years	$392.42

Effective 1/21/09

Step 5	Bi-Weekly	$3,008.0635
	After 1 Year	$30.08
	After 2 Years	$45.12
	After 3 Years	$60.16
	After 4 Years	$75.20
	After 5 Years	$90.24
	After 6 Years	$105.28
	After 7 Years	$120.32
	After 8 Years	$135.36
	After 9 Years	$150.40
	After 10 Years	$165.44
	After 11 Years	$180.48
	After 12 Years	$195.52
	After 13 Years	$210.56
	After 14 Years	$225.60
	After 15 Years	$240.65
	After 16 Years	$255.69
	After 17 Years	$270.73
	After 18 Years	$285.77
	After 19 Years	$300.81
	After 20 Years	$315.85
	After 21 Years	$330.89
	After 22 Years	$345.93
	After 23 Years	$360.97
	After 24 Years	$376.01
	After 25 Years	$391.05
	After 26 Years	$406.09
	After 27 Years	$421.13
	After 28 Years	$436.17
	After 29 Years	$451.21

Appendix "A(2)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/09

Step 6	Bi-Weekly	$3,461.5385
	After 1 Year	$34.62
	After 2 Years	$51.92
	After 3 Years	$69.23
	After 4 Years	$86.54
	After 5 Years	$103.85
	After 6 Years	$121.15
	After 7 Years	$138.46
	After 8 Years	$155.77
	After 9 Years	$173.08
	After 10 Years	$190.38
	After 11 Years	$207.69
	After 12 Years	$225.00
	After 13 Years	$242.31
	After 14 Years	$259.62
	After 15 Years	$276.92
	After 16 Years	$294.23
	After 17 Years	$311.54
	After 18 Years	$328.85
	After 19 Years	$346.15
	After 20 Years	$363.46
	After 21 Years	$380.77
	After 22 Years	$398.08
	After 23 Years	$415.38
	After 24 Years	$432.69
	After 25 Years	$450.00
	After 26 Years	$467.31
	After 27 Years	$484.62
	After 28 Years	$501.92
	After 29 Years	$519.23

APPENDIX B

USE OF ACCRUED COMPENSATORY TIME

Police Officers 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:

   a. For the period ending December 31, 2004, guaranteed compensatory time off each day will be administered at the facility level with each facility guaranteeing the following number of Police Officers off per day:

J.F.K.- 5 Police Officers S.I.B.- 1 Police Officer
L.A.G.- 3 Police Officers B.T.- 3 Police Officers
N.I.A.- 3 Police Officers W.T.C. - 1 Police Officer
C.P.P. - 5 Police Officers PATH - 2 Police Officers
G.W.B.- 1 Police Officer P.N. - 1 Police Officer
H.T. - 1 Police Officer
L.T. - 1 Police Officer

Total per day - 27 Police Officers

   b. Commencing January 1, 2005, and each January 1st thereafter, guaranteed compensatory time off each day shall be calculated as follows; 2.75% of the total number of Police Officers rounded up or down to the nearest whole number (ie. 2.61 shall be 3 Police Officers, 2.36 shall be 2 Police Officers). Thereafter the total number of Police Officers shall be equitably distributed among the Facility

Police Commands by agreement of the parties. For purposes of this agreement Police Headquarters, Police Academy and the Central Police Pool shall be considered one Facility Police Command. Guaranteed compensatory time off each day will be administered at the Facility Police Command level.

c. On the following holidays:

New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, an additional 13 Police Officers, one per Facility Police Command, will be guaranteed compensatory time off. The holiday compensatory time off will be distributed on a random basis to those who have applied for the time off.

2. Police Officer annual compensatory time off limits:

a. Police Officers with less than 5 years of Port Authority service may convert up to 40 hours of their banked compensatory time to days off in each calendar year pursuant to Paragraph 3 below.

b. Police Officers with at least 5 years of Port Authority service but less than 10 years of Port Authority service may convert up to 56 hours of their banked compensatory time to days off in each calendar year pursuant to Paragraph 3 below.

c. Police Officers with 10 or more years of Port Authority service may convert up to 80 hours of their banked compensatory time to days off in each calendar year pursuant to Paragraph 3 below.

3. a. When an officer 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 his Facility Commanding Officer in writing. The Commanding Officer will verify that the Officer has sufficient time in his bank, that the Officer has sufficient time within his individual annual limit set forth in Paragraph 2 above, and that the request is within allotted guarantees set forth in Paragraph 1 above, and if so, will grant the requested compensatory time.

b. Where the facility's daily quota has not been met, compensatory time off will be granted for a request submitted up to 24 hours before the start of the tour in question provided the Commanding Officer verifies that the Officer has sufficient time in his bank, that the Officer has sufficient time within his individual annual limit set forth in Paragraph 2 above, and that no overtime costs are incurred as a result of a late request.

c. Once granted by the Facility Commanding Officer, the compensatory time off is not to be cancelled without the personal approval of the Superintendent of Police.

d. Compensatory time off granted to a Police Officer pursuant to this Paragraph 3 shall count against the annual compensatory time off limit applicable to the Police Officer under Paragraph 2 above.

Compensatory time converted to personal days pursuant to Appendix H annexed to this Memorandum of Agreement, compensatory time taken or utilized pursuant to Appendix

C annexed to this Memorandum of Agreement, and compensatory time granted in the event a Facility Commanding Officer chooses in his discretion to grant additional requested compensatory time off over and above that which may be granted pursuant to Paragraph 3, above, shall be in addition to the compensatory time off which may be taken off pursuant to paragraph 3, above.

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 Officer 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 Officers 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 Officers receive vacations of up to 28 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 Officers 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 A 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 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 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 Officer'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 vacation 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 at 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 Officers, 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)

I. The month of Termination is: And the Police Officer's 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 Officers 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 Officers Returning from Leave of Absence

If the month of Return is:	And the Police Officer'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 Officers 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 exception noted in part VII. C, of Attachment A.

A. 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 period following the award ceremony.

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.

POLICE OFFICER VACATION GROUP ROTATION

	2004	2005	2006	2007	2008	2009	2010	2011	2012
JAN	A	I	H	G	F	E	D	C	B
JAN	B	A	I	H	G	F	E	D	C
FEB	C	B	A	I	H	G	F	E	D
FEB	D	C	B	A	I	H	G	F	E
MAR	E	D	C	B	A	I	H	G	F
MAR	F	E	D	C	B	A	I	H	G
APR	G	F	E	D	C	B	A	I	H
APR	H	G	F	E	D	C	B	A	I
MAY	I	H	G	F	E	D	C	B	A
MAY	A	I	H	G	F	E	D	C	B
JUNE	B	A	I	H	G	F	E	D	C
JUNE*	CE5F6	BD5E6	AC5D6	IB5C6	HA5B6	G15A6	FH5I6	EG5H6	DF5G6
JULY*	DE6F7	CD6E7	BC6D7	AB6C7	IA6B7	HI6A7	GH6I7	FG6H7	EF6G7
JULY*	GE7F1	FD7E1	EC7D1	DB7C1	CA7B1	BI7A1	AH7I1	IG7H1	HF7G1
AUG*	HE1F2	GD1E2	FC1D2	EB1C2	DA1B2	CI1A2	BH1I2	AG1H2	IF1G2
AUG*	IE2F3	HD2E3	GC2D3	FB2C3	EA2B3	DI2A3	CH2I3	BG2H3	AF2G3
SEPT*	AE3F4	ID3E4	HC3D4	GB3C4	FA3B4	EI3A4	DH3I4	CG3H4	BE3G4
SEPT	C	B	A	I	H	G	F	E	D
OCT	D	C	B	A	I	H	G	F	E
OCT	E	D	C	B	A	I	H	G	F
NOV	F	E	D	C	B	A	I	H	G
NOV	G	F	E	D	C	B	A	I	H
DEC	H	G	F	E	D	C	B	A	I
DEC	I	H	G	F	E	D	C	B	A
X-MAS*	BE4F5	AD4E5	IC4D5	HB4C5	GA4B5	FI4A5	EH4I5	DG4H5	CF4G5

NOTE:

1. Any letter listed without a number includes all subgroups of that letter, i.e., "A" includes groups A1, A2, A3, A4, A5, A6, A7.

2. Monthly periods shown are nominal. Actual charts are produced annually by Police Division with specific dates.

** Prime Vacation Period.

10-06-04 PJK

Office of the Executive Director
The Port of New York Authority

PAI 20-3.03
Revised 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)

CN 4
8/16/6

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.

48
6/68

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 NOV. 1993

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 counselling 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. <u>No-Pay Status</u>

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

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 for an additional 6 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.

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

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.

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.

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 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. Grievances with respect to the alleged violation of any provision of the Memorandum of Agreement (other than Paragraph one of Section II, Paragraph fourteen of Section XIX, Section XXII and Appendix "J" referred to therein, Section XXX, Section XXXI, the second sentence of Paragraph seven of Section XXXIV, and Section LII) and disciplinary charges shall be processed as follows:

A. Definitions

Pursuant to the Memorandum of Agreement to which this Grievance Arbitration/Disciplinary Procedure (Grievance Procedure) is annexed and for the purpose 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 XXII and Appendix "J" referred to therein, Section XXX, Section XXXI, 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. 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 XXXI of the Memorandum of Agreement.

2. **Disciplinary Charges and Specifications**

Disciplinary charges and specifications ("disciplinary charge" or "charge") filed on or after the date of execution of this Memorandum of Agreement pursuant to Document H, annexed to the Memorandum of Agreement, as modified by Section XXVIII of the Memorandum of Agreement.

3. **Working Days**

As used herein, the term "working days" shall mean calendar days exclusive of Saturdays, Sundays and public holidays.

B. Procedure

Grievances and disciplinary charges shall be processed as follows:

1. **Step One : Initial Processing of Grievance**

A written grievance shall be submitted (via facsimile or otherwise) by the Association on forms to be provided by the Port Authority to the Superintendent of Police or his designee 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 Port Authority shall acknowledge receipt of said grievance. Appropriate management and union representatives shall meet informally to discuss and attempt to amicably resolve the matter.

2. **Step Two : The Board of Inquiry**

Disciplinary Charges: A disciplinary charge shall be submitted to the Board of Inquiry at the time of service of the charge.

Appeal of Grievances to Board: If the grievance is denied at Step One, it may be appealed by the Association. Any such appeal shall be in writing and made within thirty (30) working days of the Step One denial. The appeal shall be addressed to a Board of Inquiry, care of the Superintendent of Police or his designee. The Port Authority shall acknowledge receipt of said appeal. The Board of Inquiry shall consist of a representative of the Port Authority (who in "minor discipline" under paragaph "a" below shall be the Superintendent or his designee), the President of the Association (or his designee), and a neutral party (not an employee of the Port Authority or the Association) to be selected by the parties pursuant to Paragraph C, below. The Neutral will serve as the Chairman of the Board of Inquiry.

Meetings of Board: The Board of Inquiry will meet at least once a month, alternatively between Police Headquarters and the PBA Office. The Board of Inquiry may meet more than once a month, if the Neutral and at least one other member vote in favor of such meeting. On the date of the meeting, the member designated by the President of the Association, if the member is an active Police Officer, will have full time off with all pay and benefits he would have otherwise earned.

Proceedings Before Board: The nature of a proceeding before the Board will determine the scope and formality to be provided, as set forth below:

a. The Board of Inquiry shall conduct a hearing on any disciplinary charge which indicates that the charge seeks any of the disciplinary actions enumerated in Document H, Paragraph V.B., as amended by Section XXVIII of the Memorandum of Agreement ("minor discipline"). Such hearings shall be held in accordance with the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association ("AAA"). Specifically, in such cases, the Board of Inquiry shall, by majority vote, have all power to subpoena witnesses and compel the production of

documents provided for by applicable law. The parties may, on a case-by-case basis, mutually agree in writing not to have attorneys represent either party or be present at the hearing thereof. Upon the request of either party, Board of Inquiry proceedings on "minor discipline" shall be transcribed.

b. Grievances and disciplinary charges which indicate that the charge seeks any of the disciplinary actions enumerated in Document H, Paragraph V.A., as amended by Section XXVIII of the Memorandum of Agreement ("major discipline") shall also be brought before the Board of Inquiry. The determination to consider any such disciplinary charge or grievance must be by unanimous vote of the Members of the Board of Inquiry. However, the only hearing of any kind to which Police Officers are entitled on such disciplinary charges shall be that provided for at Step Three (Arbitration) herein. Proceedings before the Board of Inquiry involving grievances or "major discipline" shall be informal, and the Board of Inquiry shall not have subpoena powers in such cases. Nor shall Board of Inquiry proceedings on such cases be transcribed.

Decisions of Board: Each member of the Board of Inquiry will have one vote. The decision of the Board of Inquiry may be oral or written. In either event, the decision shall be rendered by the Neutral member of the Board.

Decisions on disciplinary charges seeking "minor discipline" shall be determined by a majority vote of the Board. Such decisions shall be final and binding upon the Port Authority, the Association and the charged employee(s) to the extent permitted by and in accordance with applicable law and the Memorandum of Agreement. The Board of Inquiry may issue Decisions without opinions in "minor discipline" cases, and may hear more than one such case per day.

If unanimous, decisions on matters involving grievances shall be final and binding upon the Port Authority, the Association and the grievant(s) to the extent permitted by and in accordance with applicable law and the Memorandum of Agreement. The Board shall not have the power to add to, subtract from or modify the provisions of the Memorandum of Agreement and shall confine its decision solely to the interpretation and application of the Memorandum of Agreement. The Board shall confine itself to the precise issue or issues presented, and shall have no authority to determine any other issues not so presented to it nor shall it submit observations or declarations of opinion which are not essential in reaching the determination.

The Board of Inquiry may only issue recommendations on matters involving "major discipline". Such recommendations shall not be final or binding. Nor shall they be admissible or referred to in any manner in any hearing in that case. The Board may also, by unanimous vote, amend or dismiss such disciplinary charges. The Superintendent of Police or his designee shall have the exclusive right to refer a "major discipline" case to arbitration.

3. <u>Step Three: Arbitration</u>

If the Superintendent of Police or his designee elects to refer a disciplinary charge seeking "major discipline" to arbitration, or if the President of the Association elects to refer a grievance to arbitration, the matter will be referred to an Arbitrator selected pursuant to Paragraph C, below. the moving party must make such reference within thirty (30) working days of the final disposition of the matter by the Board of Inquiry.

a. 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. In "major discipline" cases, the Arbitrator shall confine himself to the question whether good and sufficient cause or reason existed

to support the imposition of major discipline on the grievant. He 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.

b. Notwithstanding the limitations placed upon the Board of Inquiry, the Arbitrator shall have those powers which applicable law authorizes arbitrators to exercise to compel the appearance of witnesses or the production of documents.

c. The decision or award or relief afforded by the arbitrator shall be final and binding upon the Port Authority, the Association, the grievant(s), and/or the charged employee(s) to the extent permitted by and in accordance with applicable law and the Memorandum of Agreement.

d. 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. However, if none of the disciplinary charges against a police officer 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 and Complaints" for the defense of the police officer in the arbitration.

e. Arbitrations shall be held in accordance with the then-effective Voluntary Labor Arbitration Rules of the American Arbitration Association ("AAA"), and will be transcribed by a transcription service selected and provided by the party who determined the location of the arbitration hearing. The cost of said service will be equally divided by the parties.

f. The arbitrator shall hold the hearing at a time convenient to the parties as expeditiously as possible after his selection and shall issue his decision as soon after the close of the hearing as practicable. The hearing will be located alternatively between Police Headquarters and the PBA Office.

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 informally or on the date the grievance occurred.

h. Resolutions or decisions at Steps One and Two of this procedure shall not constitute a precedent in any arbitration or other proceeding.

C. Neutrals / Arbitrators

1. The parties shall agree upon a list of twelve (12) arbitrators from whom individuals shall, on a rotating basis, be called upon to serve as the 1) neutral member of the Board of Inquiry referred to in Paragraph B.2. above, and 2) the arbitrator to hear and decide cases referred to arbitration pursuant to Paragraph B.3. above. If the neutral/arbitrator is unavailable for sixty (60) days after notice of assignment, the next available neutral/arbitrator shall be contacted by the moving party.

2. Commencing December 1998, and annually in each December thereafter, the Port Authority and the Association shall each have the right to remove two members from the Panel of Neutrals/Arbitrators ("arbitrators"), provided that such right must be exercised in writing with an original thereof transmitted to the other party by certified mail return receipt requested. An individual who is removed shall not have any new matters referred to him but shall continue to serve as Arbitrator with respect to any matter which had been referred to him in that capacity. This right may be exercised only in the month of December.

3. If either party exercises its right to remove, the Port Authority and the Association shall meet no later than the immediately following January to agree upon an individual(s) to fill the vacant position(s). If a party removes an arbitrator, it may thereafter remove only one additional arbitrator unless the parties have agreed to an arbitrator to fill the existing vacancy and the agreed

to arbitrator has accepted a position on the Panel. If a party removes two arbitrators, it shall not be permitted to exercise its right to remove thereafter unless the parties have agreed to arbitrators to fill the vacancies and the arbitrators agreed to have accepted positions on the Panel of Arbitrators. If an individual removes himself from the Panel of Arbitrators, the parties shall meet within thirty (30) days of receipt of notice thereof from the individual to agree upon a replacement therefor.

D. General Provisions

1. The parties may mutually agree in writing, when circumstances warrant, to by-pass Steps One and Two of this Grievance Procedure. A disciplinary charge involving "major discipline" shall proceed to Step 3 (Arbitration) if no recommendation on it is rendered by the Board of Inquiry within sixty (60) days of service of the underlying charges.

2. Police Officers shall have the right to present grievances in accordance with the procedures described herein free from interference, coercion, restraint, discrimination or reprisal

3. 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.

4. 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.

5. 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.

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

7. 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.

8. 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 the Limited Distribution Directive 1-98, dated April 29, 1998.

9. Nothing herein shall preclude the Association from presenting a relevant defense at any step in this Procedure with respect to any disciplinary charge. In considering any such defense, neither the Board of Inquiry nor an Arbitrator shall have the power to add to, subtract from or modify the provisions of the Memorandum of Agreement.

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

March 19, 1999

Police Officer Gus Danese
President,
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, NJ 07632-1005

RE: Appendix "G" - Board of Inquiry - Major Disciplinary Charge - Attendance

Dear Officer Danese,

This letter will confirm certain agreements reached between The Port Authority of New York and New Jersey (Port Authority) and the Port Authority Police Benevolent Association, Inc. (PBA) with respect to the above referenced matter.

In the event a major disciplinary charge is to be brought before a Board of Inquiry scheduled to meet during the regularly scheduled work day of the charged Police Officer, that Police Officer will be assigned to work the day tour. The Port Authority will permit the Police Officer to leave his assigned Facility Police Command during the day tour for the purpose of being present while his major disciplinary charge is brought before the Board of Inquiry.

The Police Officer shall not be entitled to any premium payments under the Memorandum of Agreement in connection with that change in tour of duty, if any, or as a result of his attendance at the Board of Inquiry.

If you concur please sign below and return one to my office.

Sincerely,

William Hall
Chief/Professional Standards Section
Public Safety Department

Concur:

_____ Date 3-25-99

Gus Danese, President
Port Authority Police Benevolent Association, Inc.

THE PORT AUTHORITY OF NY & NJ

ONE WORLD TRADE CENTER, 66 EAST
NEW YORK, NY 10048

LAW DEPARTMENT

JEFFERY S. GREEN
GENERAL COUNSEL

PATRICK D. ROONEY, CHIEF
EMPLOYMENT AND LABOR LAW DIVISION

(212) 435-6206
(973) 961-6600 x6206
E-MAIL: prooney@panynj.gov

July 28, 2000

Gaspar J. Danese, President
Port Authority Police Benevolent
Association, Inc.
611 Palisade Avenue
Englewood Cliffs, N.J. 07632-1805

Dear Officer Danese:

The Port Authority of New York and New Jersey and the Port Authority Police Benevolent Association, Inc., hereby agree to the following modifications to the procedure applicable to grievances and discipline of Police Officers under the parties' Memorandum of Agreement. This Letter of Agreement shall not modify disciplinary actions taken under the terms of Appendix M. This Letter of Agreement shall be an addendum to the Memorandum of Agreement and other than the modifications required hereby, all other provisions of the Memorandum of Agreement shall continue in effect.

Appendix "G" is amended to provide that Step Two of the Grievance Procedure set forth in Appendix "G" shall no longer be applicable to grievances thereunder. However, the President of the Association and the Chief of Staff of the Port Authority may mutually agree in writing to submit any individual grievance to Step Two when circumstances warrant. If a grievance remains unresolved for a sixty working day period following its submission to the Port Authority as provided in Step One of the Grievance Procedure, then, at any time after the completion of that sixty day period, the President of the Association may elect to refer that grievance to Step Three of the Grievance Procedure.

Appendix "G", Paragraph B.2 is amended to delete the second sentence thereof. The powers of the Board of Inquiry as set forth in Step Two of Appendix "G" are supplemented to provide that with respect to disciplinary charges seeking major discipline the Board of Inquiry, in addition to recommendations it may make, may take any of the following actions: by unanimous vote, amend or dismiss such disciplinary charges; and, by majority vote, downgrade any such disciplinary charge to one seeking minor discipline.

Repeated and Excessive Absence - Stage I charges under Appendix "L" shall be held in abeyance following the service of the Notice of Pending Charges and the time limits for filing and service of Stage I charges shall be stayed. A Police Officer against whom a Stage I charge is being held in abeyance may be charged with Repeated and Excessive Absence-Stage II if the Police Officer 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 the Stage I charge being held in abeyance.

In the event no Stage II charge is brought against the Police Officer, the Notice of Pending Charges for the Stage I charge shall be withdrawn. In the event a Stage II charge is brought against the Police Officer, the Stage I charge shall be filed and served along with the Stage II charge, and shall proceed directly to Step Two of the Grievance Procedure set forth in Appendix "G". The Stage I and Stage II charges shall be heard in a single hearing and the Board of Inquiry shall decide the Stage II charge only if the Stage I charge is sustained.
Any Stage I charge served on a Police Officer prior to November 1, 1999, shall be withdrawn if that Police Officer does not have a Stage II charge pending against him or her as of the date of execution of this Letter of Agreement.

Please indicate your concurrence in the above on behalf of the Port Authority Police Benevolent Association by signing below and return an original to me.

Very truly yours,

Louis J. LaCapra
Chief of Staff

CONCUR:

Gaspar J. Danese, President
Port Authority Police Benevolent
Association, Inc.

DATE:

7-31-00

August 11, 2003

PBA PROPOSAL

LIST OF ARBITRATORS

1. Aiges, Stan
2. Buchheit, Scott
3. Carey, Tom
4. Dorsey, John
5. Edelman, Howard
6. Gandel, Matty
7. Haber, Herb
8. Kurtzman, Carl
9. Light, Robert
10. Mastriani, James
11. Sands, John
12. Scheinman, Martin

TYPES OF HEARINGS

The parties have three principal hearings for resolving disputes: grievance arbitration, the Board of Inquiry, and disciplinary arbitration. Each hearing forum requires the participation of one arbitrator. The Board of Inquiry additionally requires a representative from each party who, together with the arbitrator, form a tripartite board.

TYPES OF CASES

The parties have three principal types of cases: contractual grievances, major disciplinary charges and minor disciplinary charges. Contractual Grievances are heard by a member of the panel of arbitrators as a grievance arbitration. Major disciplinary charges are heard by a Board of Inquiry and may be referred by that Board of Inquiry for further hearing as a disciplinary arbitration. Minor disciplinary charges are heard and resolved by a Board of Inquiry.

DOCKET OF CASES

The Scheduler will create a single docket of cases of all types. The docket order will be based upon the date that the case was referred to arbitration. For a grievance arbitration matter, the date that the case is referred to arbitration is the date that the PBA requested arbitration in writing. For a major disciplinary matter, the date that

the case is referred to arbitration is the date on which the Board of Inquiry refers the matter for further hearing as a disciplinary arbitration. For a minor disciplinary matter, the date the case is referred to arbitration is the date that the Port Authority requested a Board of Inquiry in writing. The Scheduler will assign arbitrators to hear cases of all types from the docket in date order. The sole exception to that requirement is that a given Board of Inquiry may consist of multiple docketed cases. Once a Board of Inquiry matter is reached in the docket, the Scheduler will combine the next four (4) Board of Inquiry matters on the docket in date order and assign the combined cases to an arbitrator as one matter.

SELECTION OF ARBITRATOR

Once a matter is selected from the docket for scheduling, the Scheduler will begin to contact arbitrators in the order provided by the List of Arbitrators. The first arbitrator will be contacted and if that arbitrator has an available arbitration date within six (6) months, he or she will be selected to hear the case. If the arbitrator does not have an available date within six (6) months, he or she will be bypassed and the next arbitrator will be contacted. If an arbitrator is not at his or her contact number, he or she will be given a period of 24 hours to respond with an available date. At the conclusion of this selection process, the Scheduler will begin the next selection process with the next succeeding name on the arbitrators list.

For those situations where an arbitrator cannot be contacted immediately, the Scheduler may begin a second selection process beginning with the next arbitrator on the list. When the arbitrator from the first selection process responds or alternatively runs out of time, the next succeeding arbitrator for that selection process will be the next succeeding name on the arbitrators list following the completion of the second selection process.

SCHEDULING OF DATES

Once an arbitrator has been assigned to a matter, the Scheduler will request at least two additional dates from that arbitrator and will communicate those dates to each party to determine whether the parties are available. These additional dates do not have to be within the six month period. If the parties are not available on the three dates in question, the Scheduler will request three additional dates from the arbitrator until both parties accept one of the dates offered by the arbitrator.

Following the first scheduled hearing of a matter, all scheduling will be handled by the arbitrator in consultation with the parties.

RECORDS TO BE MAINTAINED BY SCHEDULER

The Scheduler will maintain three types of records for review by the parties on request:

1. All requests for arbitration by parties or the Board of Inquiry
2. The Docket of Cases
3. Record of each selection process as follows:
   For each selection process, the scheduler will provide an explanation of how the selection was made, for example:

Edelman	contacted, no dates available in 6 months
Light	contacted, no return call within 24 hours
Haber	contacted, dates available and selected.
Kurtzman	next to be contacted

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. 01-04.

7. A Police Officer 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 Officer 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 Officer has taken the maximum of sixteen hours of compensatory time converted to personal leave, the Police Officer 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, no personal leave shall be granted 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 officer 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 Officer 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. The following will apply for all newly hired police employees:

Hired January, February, March	- five days
Hired April, May, June	- four days
Hired July, August, September	- three days
Hired October, November, December	- 0 days

d. 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.

1) Police employees will have the right to carry all unused personal leave days (including converted compensatory time) into each following calendar year without limitation.

2) 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.

3) Police employees will have the right to include in their compensatory time bank all or any of their unused personal leave days.

4) 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.

5) Police employees will be paid, upon separation from police service, for all unused personal leave days.

6) 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.

Public Safety Department
Police Headquarters

One PATH Plaza
Jersey City, N.J. 07306

APPENDIX H

November 15, 1993

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632-0607

RE: Clarification - Paragraph III.(5) Appendix H
of Memorandum of Agreement

Dear Officer Danese,

The Port Authority of New York and New Jersey (Port Authority) and the Port Authority Police Benevolent Association (PBA) agree to the following clarification of Paragraph III.(5) of Appendix H of the Memorandum of Agreement.

The grant of excused time provided for in Paragraph III. (5) requires that there be a break in time between the end of the overtime assignment and the start of the officer's next regularly scheduled tour of duty and that the break in time be of less than four hours.

Paragraph III. (5) is not applicable when the end of the overtime assignment is contiguous to the start of the officer's next regularly scheduled tour of duty.

Based on this clarification grievance No. 19P-91 is withdrawn with prejudice.

Sincerely,

Gerald R. Drasheff, Manager
Police Planning and
Administration

Concurred:

Date: 11-15-93

Police Officer Gaspar Danese,
President, Port Authority Police
Benevolent Association, Inc.

APPENDIX I

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APPENDIX J

PROCEDURE FOR PROMOTION OF POLICE OFFICERS (JOB SPEC. 2600) 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 Police Officer 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 Benevolent Association, Inc., (PBA) 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 his/her Facility Police Commanding Officer. Facility Police Commanding Officers 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 any element of evaluation, 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 PBA 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.

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 Facility Police Commanding Officers. 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 Facility Police Command, the promotion performance appraisal form(s) shall be forwarded to the Facility Police Commanding Officer of each candidate, who shall schedule a meeting with each candidate in that Facility Police Command to review the candidates 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 PBA, 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 PBA 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 PBA 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

November 23, 1993

Mr. Gaspar J. Danese, President
Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, NJ 07632-0607

Dear Mr. Danese:

In connection with the procedure for promotion of Police Officers 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 Benevolent Association, Inc. (PBA), the parties agree that:

1. The Port Authority will provide the President of the PBA 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 PBA 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 PBA shall immediately enter into negotiations with respect to a successor provision/s for any such provision/s which are determined to be so violative.

Please indicate your concurrence in the above on behal of the Port Authority Police Benevolent Association, Inc., b signing in the space provided below and return a signed origina of this agreement to me.

Sincerely,

Dwight D. Darcy
Manager, Labor Relations

Concur: _____
Gaspar J. Danese, President
Port Authority Police
Benevolent Association, Inc.

Date: 11-23-93

APPENDIX J-1

PROCEDURE FOR PROMOTION OF POLICE OFFICERS (JOB SPEC. 2600) TO THE RANK OF POLICE DETECTIVE (JOB SPEC. 2601)

Promotion Opportunity Announcements

A. Promotion Opportunity announcements will be posted conspicuously for a minimum of 14 days on the bulletin board(s) maintained for such a purpose at each Facility Police Command. A copy of promotion announcement will be delivered to the President of the Port Authority Police Benevolent Association, Inc., (PBA) at least two (2) weeks before it is posted.

B. In addition to the above, the promotion announcement shall contain:

1. Responsibilities of the rank of Police Detective as set forth in the Job Specification No. 2601 in effect as of the date of the posting of the promotion announcement.

2. Current salary range for Police Detective indicating specified steps and increments.

3. Required Port Authority Police Service.

4. To whom handwritten request for promotion to be sent to.

APPENDIX K

VOLUNTARY OVERTIME ASSIGNMENT PROCEDURE FOR POLICE OFFICERS

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 qualified Police Officer, for a voluntary overtime work assignment, per the Memorandum of Agreement. A Police Officer is "qualified" for purposes of this Procedure, if the Police Officer 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 then requires a Central Police Pool officer to have to be assigned to that Facility Police Command or is otherwise qualified.

Voluntary overtime is an overtime assignment which is not ordered or which need not be assigned to a particular Police Officer. Some examples of overtime which would not be governed by this procedure are overtime ordered pursuant to Section XIV, Paragraph 12, of the Memorandum of Agreement, preparation time, or overtime required in connection with training, arrest, or appearances at any civil court, motor vehicle court, criminal court or before administrative bodies.

B. Police Officers must express first at their presently assigned Facility Police Command and then at the Central Police Desk advance interest, in the job wide overtime book, in working

regular day off cancellation (RDO X) or vacation cancellation (VAC X). RDO X and VAC X have equal standing under this Procedure. Police Officers requesting to work a voluntary overtime assignment must cover their Facility Police Command requirements first. Qualified Police Officers shall be solicited on total cumulative overtime hours. Selection therefore will be made from an operating equalization overtime list based upon the Daily Police Timekeeping System Overtime Distribution-Year to Date, computer printout updated on a daily basis, in accordance with this Procedure.

An Early Call In (ECI) is an overtime assignment which precedes and extends a Police Officer's tour of duty. A Hold Over (HO) is an overtime assignment which follows and extends a Police Officer's tour of duty.

C. If a voluntary overtime assignment is authorized, the qualified Police Officer who has expressed interest and has the least amount of overtime, shall be solicited for the assignment, subject to the procedures in Section II hereof. In the event the qualified Police Officer with the lowest amount of overtime declines, the qualified Police Officer with the next lowest amount of overtime shall be solicited, and so on, until all qualified Police Officers have been canvassed. An up to date operating equalization overtime list of all Police Officer's overtime shall be maintained at the Central Police Desk and be based upon the Daily Police Timekeeping system overtime distribution year to date. This list used for overtime equalization in the event there is a need to fill an overtime work requirement that cannot be filled by qualified facility assigned Police Officers in accordance with the Procedure. The operating equalization overtime list shall

be maintained by the Port Authority and shall be no more than 14 to 28 days in arrears. This list shall be in addition to the daily overtime hours maintained and used at each Police Officer's Facility Police Command for overtime equalization. If two or more qualified Police Officers have the same number of hours, the qualified Police Officer with the greatest in grade seniority will be called first. Refusals of overtime will not be considered.

1. At the beginning of each calendar year, all Police Officers shall return to zero (0) overtime hours for the purpose of overtime equalization.

2. Any Police Officer who is required to perform work for which he is entitled to overtime payment pursuant to the Memorandum of Agreement shall receive such payment.

3. Upon their initial assignment to a Facility Police Command, Probationary Police Officers will have attributed to them the average overtime hours for Police Officers at that Facility Police Command for overtime equalization purposes.

II. PROCEDURE

A. Overtime assignment of four (4) hours or less

Whenever a voluntary assignment for a Police Officer is to be four (4) hours or less, a Commanding Officer may fill the assignment by the "HO", or "ECI" of qualified Police Officers assigned to that Facility Police Command, or qualified Central Police Pool Officers working a tour following or preceding the HO or ECI at that Facility Police Command with equalization amongst those eligible qualified Police Officers working the tours following or preceding the

overtime assignment. If no qualified Police Officer is available at that Facility Police Command, then any other qualified Police Officer from any command who has expressed interest in the job wide book at the Central Police Desk, may cover the overtime assignment.

B.Overtime Assignment Tour of more than four (4) hours

Whenever a voluntary overtime assignment for a Police Officer is to be more than four (4) hours, it may be covered by RDO X, VAC X, where possible, or by HO/ECI in the following sequence. In those instances where a voluntary overtime assignment of more than four hours is filled utilizing an officer on RDO X or VAC X pursuant to this procedure the officer shall be guaranteed a minimum of eight (8) hours work.

First: Qualified Police Officers assigned to that Facility Police Command and the Central Pool may be solicited to work on an RDO X or VAC X basis on an overtime equalization basis.

Second: Qualified Police Officers who are assigned to that Facility Police Command and qualified Central Police Pool officers working a tour following or preceding the HO/ECI at that Facility Police Command on a HO/ECI basis.

Third: Qualified Police Officers on RDO X and VAC X who are assigned to other Facility Police Commands and have expressed advanced notice in the job wide overtime book at the Central Police Desk.

Should no qualified Police Officer be available pursuant to the above steps, then

the assignment may be covered:

First: By any qualified Police Officer by HO, subject to overtime equalization.

Second: By any qualified Police Officer by ECI, subject to overtime equalization.

For purposes of this procedure, a Police Officer completing an afternoon tour on a day prior to his RDO or VAC, shall be considered eligible for an RDO X or VAC X on the night tour following that afternoon tour. A Police Officer scheduled to work a night tour on the day following his RDO or VAC shall be considered eligible for an RDO X or VAC X on the afternoon of the day preceding that night tour. An Overtime Log is maintained at the Central Police Desk for Central Police Pool Officers who are interested in working voluntary overtime.

This overtime log is faxed out to all commands on the 2300 x 0700 tour, so that Central Police Pool Officers can be eligible for overtime at all commands. The Facility Police Command will match Central Police Pool officer overtime hours with the facility overtime hours and call the officer with the lowest hour total for the voluntary overtime assignment.

When a Facility Police Command accepts a Central Police Pool officer for overtime, the Facility Police Command must contact the Central Police Desk Sergeant, so that the officer's name can be removed from the Central Police Desk's Master Overtime Log.

Once a Central Police Pool Officer accepts a voluntary overtime assignment, that officer will be ineligible to work a voluntary assignment at any other facility that day, unless the overtime is a Hold Over or Early Call In and is distributed within that facilities procedures.

C. For the purpose of this overtime procedure, Facility Police Command shall be defined in accordance with the Position and Assignment List annex to the Memorandum of Agreement.

D. If a qualified Police Officer 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 a misapplication of this Procedure, then the Port Authority in its sole discretion will either remunerate the Police Officer (make whole) or afford 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 this equivalent overtime work 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.

APPENDIX L

REPEATED AND EXCESSIVE ABSENCE DISCIPLINE

Effective with the execution of the Memorandum of Agreement the following shall be applicable to disciplining a Police Officer 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 Police Officer 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 Police Officer who enters the progressive disciplinary process is subject to successive states of discipline which provide for successively greater maximum penalties.

A Police Officer who enters the progressive disciplinary process is also able to retreat out of it. If a Police Officer 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 Police Officer shall retreat to the immediately preceding state in the process. In this way, a Police Officer who had entered the

process may, retreat through the stages and return to the status of a Police Officer against whom no charge of Repeated and Excessive Absence has been sustained. Such a Police Officer shall be subject to reentering the progressive disciplinary process only as provided in Paragraph B.1. below.

B. 1. A Police Officer 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 Excessive Absence Stage I***.

However, if a Police Officer's absence record for the period which includes 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***.

Stage I charges shall be held in abeyance following the service of the Notice of Pending Charges and the time limits for filing and service of Stage I charges shall be stayed.

If a Police Officer against whom a Stage I charge has been sustained or against whom a Stage I charge is being held in abeyance 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 the sustained or held in abeyance Stage I charge, the Police Officer may be charged with Repeated and Excessive Absence Stage II.

If no Stage II charge is brought against a Police Officer with respect to absences within the nine month period, or any part thereof, immediately following the period covered by a Stage I charge held in abeyance or a Stage I charge sustained or if no Stage II charge with respect to absences within the nine month

period immediately following the period covered by a Stage I charge held in abeyance as a Stage I charge sustained then a Police Officer shall retreat to the status of a Police Officer against whom no charge of Repeated & Excessive Absence has been sustained.

A Police Officer 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 Police Officer 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 Police Officer shall be subject to being charged with ***Repeated and Excessive Absence - Stage II.***

   If no Stage II charge is brought against a Police Officer 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 Police Officer shall retreat to the status of a Police Officer against whom no charge of Repeated and Excessive has been sustained

3. If a Police Officer 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 Police Officer 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 Police Officer shall retreat to the status of a Police Officer against whom a Stage I charge has been sustained.

4. If a Police Officer 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 Police Officer 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, of any part thereof, a Police Officer shall retreat to the status of a Police Officer against whom a Stage II charge has been sustained.

5. If a Police Officer 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 Police Officer 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 Police Officer 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 Police Officer shall retreat to the status of a Police Officer 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 XXVIII 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 XXVIII 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 Board of Inquiry and/or 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:

1. Actions of a Police Officer which arise out of, are directly related to and are in furtherance of the lawful exercise of police functions, or

2. Criminal assault on a Police Officer while on duty whether engaged in police action or not, or

3. Crash, fire, rescue or other similar public safety operations, and

which result in serious personal injury to a Police Officer shall be automatically exempt from absences which may 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. Both sustained charges under the prior Memorandum of Agreement and pending charges filed under the prior Memorandum of Agreement shall continue pursuant to this Appendix, however, the Superintendent of Police shall review pending charges filed under the prior Memorandum of Agreement in accordance with Paragraph A, herein.

F. The Port Authority shall have the right to discipline a Police Officer 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 Police Officer 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, but any such charge 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 1996-2003 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).

II. 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 will 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 a selection process.

C. Member Notification Form - Members selected for random drug pursuant to this Procedure will receive the Member Notification Form (Appendix I).

A member selected for testing must remain at the collection site until the test h completed and the completion of a test will occur no later than two hours after the conclusio member's tour. Any member selected for testing and reporting absent due to sickness, l personal leave on the test date, must provide a urine specimen the next time specimen coi takes place at his facility while the member is on duty there. This collection will be random the member's name was selected at random for a previous test and the date of the next collec also random.

For the purpose of determining who is scheduled to work on the day random is to be done the following tours shall be the tours to be tested: The day and afternoon tours date that the names are randomly selected and the night tour of the day immediately followi date that the names are randomly selected.

V. EXEMPTIONS FROM DRUG TESTING

The member must report to the scheduled submission site within the time desig by the Port Authority's management or the member's supervisor unless they are absent due excused absence or personal leave as defined in Appendix H of the parties' Memorandu Agreement, an assignment or excusal authorized by the Superintendent of Police or a desi military leave, sickness or injury incurred in the line of duty, compensatory time, vacation, holi or an assignment out of the Port District which has been scheduled before the member has notified to report for drug testing. The parties agree that members who are exempt pursuant tc Article will not be charged with a Refusal to Cooperate as defined in Article VII, Paragraph this Drug Testing Policy and Procedure and not subject to the DISCIPLINARY ARBITRAT PROCEDURES FOR A VIOLATION OF THE DRUG TESTING POLICY AND PROCEDU as set forth herein as Article XII. Any claim that a member was not properly exempt under Article must be charged by the Port Authority pursuant to the disciplinary provisions of 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 respec drugs only, and subpart B - Drug Testing, for all drug testing conducted pursuan this 1996-2003 Memorandum of Agreement. The parties further agree to 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 to 200 ng/ml.

e. These cutoff levels are subject to change by the Department of H and Human Services ("DHHS") as advances in technology or considerations warrant identification of these substances at concentrations. The Port Authority will notify the Police Benev Association by registered mail, return receipt requested or over delivery mail service with written proof of service of any chang the cutoff levels made by the DHHS. The Police Benev Association may also notify the Port Authority's Office of Me Services by registered mail, return receipt requested, or over delivery mail service with written proof of services of any chang the cutoff levels made by the DHHS. Any such changes will be effective upon the date prescribed by the DHHS provided the Authority has given the Police Benevolent Association notice or versa of such changes. No change will become effective unles Port Authority has given the Police Benevolent Association noti such change or vice versa.

2. Each member being tested on the basis of reasonable suspicion sha accompanied by a representative of the Association, except that the te process will not be delayed for more than two (2) hours for the purpo having an Association representative present. The Association represent may confer with and advise the member before and after the testing pro but shall not participate in the process in any way. The Association provide the Department with a list of no fewer than five (5) representat to be available for this purpose. If on duty, said representative sha excused from duty with full pay and benefits to accompany a member.

3. During the testing process the member shall cooperate with request information concerning his use of medications, and with all c requirements of the testing process such as acknowledgment of giving urine specimen.

4. The parties agree to the "split sample" method of collection as outlined i CFR §40.25. When directed in writing by the MRO to forward the specimen to another DHHS-certified laboratory selected by the Port Auth for analysis, the second laboratory shall analyze the split specimen by GC to reconfirm the presence of the drug(s) or drug metabolite (s) found in primary specimen. Such GC/MS confirmation shall be conducted purs 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 Police Benevolent 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 Police Benevolent 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 Police Benevolent Association notice or vice versa of such amendments or modification. No amendment or modification will become effective unless the Port Authority has given the Police Benevolent 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 ther legitimate medical explanation for the confirmed positive test resul MRO will report the test result to the Superintendent or a des representative as verified negative. If the MRO determines that there legitimate explanation for the confirmed positive test result, the result w verified positive by the MRO and communicated to the member durin meeting. If the MRO verifies the positive test result, the MRO will notif tested member by registered mail, return receipt requested and regular within five business days. The MRO will notify the member at the me that he/she may request a test of the "split specimen" and will explai procedures for requesting a split specimen test and how this test is condu The MRO also will notify the Superintendent or a designee of the result will then notify the tested member's supervisor. Such member wil 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 be notified by the MRO of a verified positive test result for an analysis of split specimen, the MRO will request that the split specimen be analy pursuant to 49 CFR Part 40. If the analysis of the split specimen fail reconfirm the presence of the drug(s) found in the primary specimen, then MRO will report the test as verified negative to the Superintendent o designee and the tested individual by registered mail, return receipt request and regular mail within five business days. If the split specimen unavailable, inadequate for testing or untestable, the MRO shall cancel t test and report the cancellation and the reasons for it to the Superintendent a designee and the tested individual by registered mail, return rece requested, and regular mail within five business days. However, if the sp specimen reconfirms the presence of the drug(s) or drug metabolite(s), t MRO will notify the Superintendent or a designee and the tested member the test results by registered mail, return receipt requested, and regular m 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 t cooperate with any requirement of this procedure including, but not limited to, refusal to complet the Member Notification Form (Appendix 1) and the Drug Testing Custody and Control Form an the Split Specimen Request Form (Appendix 10), failure to provide urine or an adequate amount o urine if a licensed physician who is acceptable to the Port Authority determines in his or he 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 i conduct that clearly obstructs the testing process, including but not limited to, the adulteration o

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 reasonable suspicion drug test and the facts constituting the basis fo reasonable suspicion determination.
6. A litigation package, which is to be provided and retained by the DI certified Laboratory who performed the analysis of the member's drug The documents currently comprising this litigation package are attache Appendix 4. In the event there is a change in what the laboratory m available to the Port Authority, the documents provided for in Append shall be changed accordingly.
7. Any disclosed information related to a positive drug test of an indivi 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 o records, other than what is specifically noted in this Article, including those documents reprodu in Appendix 4.

B. Employee Access to Records and Information

Members subject to disciplinary action under this Agreement will have a right to s information as permitted by 49 CFR Part 40, beyond that granted by Article VIII, Paragraph A this Agreement. The arbitrator shall permit a reasonable adjournment pending pursuit of s information. Notwithstanding the foregoing, the failure of the Port Authority's laboratory or ot Port Authority agents to provide documents beyond those documents listed in Article V Paragraph A, shall not be considered by the arbitrator in rendering his or her decision on the me of the case.

C. The release of the above records by the Port Authority, or any of its agents, to specific member may be used only by such member, his or her collective bargaining representat or counsel, in direct connection with disciplinary proceedings concerning the specific member's d test result. The parties agree that such records may not be used in connection with another membe disciplinary proceedings. Further, the parties agree that such documents are confidential and m not be released or discussed except in connection with the disciplinary proceeding or ot 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 certifie laboratory according to 49 CFR Part 40 for one year. If requested by the member or by the P Authority, arrangements will be made with the laboratory for a longer retention period. Negati 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 rehabilit facilities attached as Appendix 5.

b. Members who come into contact with suspected drugs covered by Agreement while acting within the scope of their employment will fill DRUG EXPOSURE FORM annexed hereto as Appendix 7. The form be dated, numbered and entered into the member's facility police blotter, must be forwarded to the Superintendent or a designee along wi handwritten report from the member detailing the events of the contact other appropriate police reports. The Superintendent or a designee may the member to be tested for the presence of drugs as set forth in Article II in the screening of this test as set forth in Article II, there is a confir positive test, the MRO will request from the Superintendent or a design copy of the aforementioned forms and will review it in accordance wit CFR Part 40 and applicable DOT/DHHS guidelines prior to verificatio the MRO determines that the positive result is due to the contact descr in the form, the test shall be verified as negative. (If the MRO determ that the positive result is not due to the contact described in the form, the will be verified positive and the member will be subject to the disciplin forth in ArticleVII herein, unless the MRO determines that there legitimate medical explanation for the positive test result.)

c. A copy of all contracts pertaining to all collection of urine specimens laboratory services involved in this procedure shall be provided to the within thirty (30) days after the Port Authority's execution of any contra 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 improperl claimed an exemption from testing pursuant to Article V, Exemptions From Drug Testing, of Drug Testing Policy and Procedures which must be brought as a disciplinary action pursuant the disciplinary provisions of the Memorandum of Agreement, the disciplinary procedures as forth in this Article are the only procedures for a charge of a violation of the provisions of thi Drug Testing Policy and Procedures. Specifically, the parties agree that the P.A.I. 20-1.10 or grievance/arbitration provisions contained in the parties' Memorandum of Agreement does n 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 from the list of individuals mutually selected by the Port Authority and the Port Authority Police Benevolent Association. The selection will be on a rotating basis based on the arbitrator's ability to schedule a hearing date within 30 days of the date of filing of the Notice of Charges and Specification for violation of the Port Authority Public Safety Department's Drug Testing Policy and Procedures. If the first arbitrator on the rotating list cannot schedule a hearing as required by this section, then the charges will be referred to the next individual on the list in sequence until an arbitrator can comply with this requirement.

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 PBA.

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 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 I

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 Officer

Employee Number _____,

Date _____

In consideration of being permitted one opportunity to participate in a rehabilitation program _____, Police Officer, and the Port Authority of New York and New Jersey do he agree to the following action:

1. _____ must successfully complete the rehabilitation program set for Paragraph 2 below (Program), and agree to cooperate fully with all of the Program requirements 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 requiren 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 ar

a) I promise to be evaluated by the Port Authority's substance abuse profession

b) I promise to fully cooperate and participate in any recommended counse treatment or rehabilitation program in accordance with the instructions requirements of the program administrators.

c) I authorize counseling or rehabilitation representatives to confer with and disc to the Port Authority's substance abuse professional or a designated represent all information and records concerning my counseling, treatment or rehabilita

d) He must successfully complete, if recommended by the Port Authority subst abuse professional, substance abuse counseling, treatment or rehabilitation prog selected by the member from among those approved facilities set forth in th attached to this Rehabilitation Opportunity Agreement.

e) If recommended by the substance abuse professional he may, in addition t instead, be evaluated and counseled or treated on a regular basis by one of substance abuse rehabilitation professionals selected by the member from a li five such rehabilitation professionals provided by the Port Authority Offic Medical Services (OMS).

f) Upon the completion of such program, I will be evaluated by the Port Authori substance abuse professional (or MRO) who will determine if I am medically f return to duty. If the substance abuse professional determines that I am fit for d I understand and agree that upon my return to duty I will be required to unde

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 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 and pursuant to the recommendation of Public Safety, he may be transferred to a different Facility F Command and may lose any existing rights related to existing work chart including special detail(s preferred assignment(s).

Employee	Date
Port Authority Witness	Date
Police Benevolent Association, Inc.	Date

APPENDIX 3

REHABILITATION OPPORTUNITY AGREEMENT FOR SELF-IDENTIFICATION SITUATIONS

_____, Police Officer

Employee Number _____.

Date _____

In consideration of being permitted one opportunity to participate in a rehabilitation program ___ _____, Police Officer, 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 b 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 testin 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 fror 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 Paragrap 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 understand and agree that if I receive a verified positive test result for the second time, the only issue tc be decided by the arbitrator is set forth in Article XII, B. 1 of the Drug Testing Policy and Procedures o the Memorandum of Agreement. In addition, I understand and agree that if I fail to cooperate fully witl 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 Port Authority Public Safety Department's Drug Testing Policy and Procedures for the entire duration 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 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 stand 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

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
Police Benevolent Association, Inc.	Date

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 shou result in a specimen being rejected for testing by the laboratory:

1. Pre-printed specimen I.D. number on the chain of custody form do 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 testin

4. Specimen bottle(s) seal is broken or shows evidence of tampering.

5. Specimen is obviously adulterated (i.e. color, foreign objects, unusu odor) and the collector did not collect a second specimen under dire observation.

The following errors or omissions are also considered "fatal flaws" unless they a corrected by signed documentation:

(a) No collector's signature on collector certification statement.

(b) Incomplete chain of custody block (minimum of 2 signed entries b collector, both dated, and shipping/storage entry). There is n requirement to have the courier sign the chain of custody form.

(c) Donor Social Security Number or I.D. number is omitted on th custody and control form, unless "refusal of donor to provide" stated in the remarks section.

Additionally, specimen test results reviewed by the Medical Review Officer shoul 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 indicatic in the remarks section of the donor's refusal to sign.

(b) The certifying scientist's signature is omitted on positive results fro 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: PBA Member _____ CC: PBA

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

DOCUMENT A

Specification No. 2600
Revised, June, 2004

CLASSIFICATION: **POLICE OFFICER**

DEPARTMENT: Department of Public Safety
Port Authority Police Department

Under the immediate supervision of a Police Sergeant maintains law and order and protects life and property at or in the vicinity of Port Authority facilities. Normal duties are performed according to established rules and regulations but in emergencies sound judgment and initiative are required to adopt the best course of action. Work is subject to check through reports and inspections of supervisors (Individual positions may perform any combination of the following duties.)

TYPICAL DUTIES:

1. Patrols assigned posts or areas by foot or vehicle, either in uniform or plainclothes. Observes the flow of vehicular traffic and takes appropriate actions to prevent or clear stoppages and prevent and/or correct violations of traffic regulations. Patrols assigned areas to protect property, to prevent unlawful conduct and incidents, and to caution or apprehend violators.

2. Directs the movement of vehicular and pedestrian traffic at or in the vicinity of a facility. Controls and expedites traffic movement in accordance with established patterns of traffic flow and routing under normal conditions, but in unusual circumstances devises temporary traffic regulation methods.

3. Operates tractors and towing equipment and removes stalled vehicles from Staten Island Bridges and contiguous roadways. Operates emergency equipment and responds to alerts at airports. Fights fires, administers first aid and takes other related actions as needed in emergencies.

4. Enforces all laws and regulations as a Police Officer in the State of New Jersey and as a Police Officer in the State of New York. Issues summonses, makes arrests, and prefers charges against violators of municipal and state statutes, and gives testimony as required.

5. May perform duties such as the following on specific assignments.

a. Checks the weight, size and cargo of vehicles to determine conformance to hazardous cargo and other regulations and eligibility for admittance to Port Authority facilities.

b. Acts as aid to supervising officer. Maintains records, prepares reports and work schedules, checks roll calls, and squad assignments and acts as custodian of police records, supplies and found property.

c. Staffs the police desk at a facility. Maintains police blotter and various logs and records. Receives complaints, and answers questions and performs miscellaneous clerical duties.

d. Performs plainclothes operations, including Tactical Patrol/anti-crime unit operations currently and heretofore performed by Police Officers. Assists in investigations.

e. Operates marine craft and takes other related actions as needed in emergencies.

f. As a member of a crew, utilizes surveillance equipment and other related equipment and duties during aircraft flights with the Aviation Services Unit.

g. Performs mechanized snow removal and mobility assignments.

h. May perform duties requiring specialized training.

6. Is responsible for the protection of life and property at a facility on an assigned tour. Supervises and participates in patrolling areas, observing

vehicular and pedestrian traffic, preventing crime, answering inquiries and performing related police duties.

7.When assigned to Central Police Desk, is responsible for the assignment of central police pool personnel, proper notification of supervisors in cases of serious occurrences and the maintenance of records.

8. Performs other related duties as assigned.

EXPERIENCE: None

ABILITY: Understand and apply Port Authority Police methods and practices. Understand and follow oral and written instructions. Establish and maintain effective working relationships with employees and public. Observe situations analytically, objectively and make decisions in emergencies. Express self clearly and concisely, orally and in writing. Administer first-aid.

PHYSICAL EFFORT: Continual standing and/or walking at some assignments. Occasional running and/or physically demanding activities.

WORKING CONDITIONS: Works on continuous assignment of rotating shifts. Duties necessitate being outdoors in all types of weather. Subject to fume and noise in tunnels. Exposure to fire and smoke in emergencies.

MECHANICAL SKILLS: Use firearms skillfully.

SPECIAL REQUIREMENTS: Possession of 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.1. 2-1A
SENIORITY- POLICE OFFICERS
REVISED APRIL 1998 AND FURTHER
REVISED JULY 2004 (Formerly known as P.D.I. 2-1A)

I. PURPOSE

The purpose of this instruction is to outline a seniority policy applicable to members of the police force in the rank of Police Officer.

II. DEFINITIONS

A. Port Authority Police Seniority

Police Officer seniority will be based on the number of years of Port Authority service as a Police Officer, based upon the date of appointment to the police force and the position within his class upon graduation from the Police Academy.

B. Facility Seniority

Port Authority police seniority will not be applicable and effective as facility seniority until the Police Officer has been permanently transferred and has served at the Facility Police command for a continuous period of six (6) months.

C. Transfer to Temporary Authorized Position

Port Authority police seniority will not be applicable as facility seniority to Police Officers assigned to temporarily authorized positions or short-term assignments. In the event a temporarily authorized position or short-term assignment becomes permanently authorized, the next Police Officer eligible for the transfer will be offered the transfer to the permanently authorized position and if that Police Officer has been assigned to the temporarily authorized position or short-term assignment, the time assigned in the temporarily authorized position will count as if it had been a permanent transfer.

III. MASTER SENIORITY LIST

A master seniority list based on Section II, paragraph A, will be maintained by Police Headquarters. This list will indicate the official seniority standing of Police Officers of

the force and a copy of the master seniority list will be provided to the PBA, and all revisions thereafter.

IV. SHORT-TERM ASSIGNMENTS

A. Short-term assignments will not exceed ninety (90) days in duration.

B. When it becomes necessary to make short-term assignments, a junior Officer will be assigned unless a senior Police Officer requests such assignment. Where it is desirable to use qualified specialists, assignments will be made on an equalization basis.

V. SPECIAL DETAILS

A. Special details will be under the control of the Facility Police Commanding Officer. In making assignments to special details, the first consideration will be the maintenance of standards established by the Superintendent of Police. No Police Officer shall be assigned to a special detail position or his name placed on a special detail roster unless and until the Police Officer has successfully completed all training programs as set forth in the Training Opportunity Announcement. The second consideration will be the preference of senior members of the force.

B. A special detail is defined as a body of work requiring specialized training for which a roster is maintained at a Facility Police Command or Police Headquarters and which is designated as a full-time (8 hour tour) position, and for which assignments are made in accordance with Section XIII, paragraph 7, a, ii.

C. Effective upon the execution of this Memorandum of Agreement, a Police Officer may only be on two special detail rosters. If a Police Officer is qualified for more than two special details, the Police Officer shall designate in writing his choice of the two special details in which he will continue to be assigned. The police officer will be placed on the two selected special details by detail seniority. If a Police Officer selects a work chart position designated for one of his special details, that special detail shall constitute his primary detail. A Police Officer shall be assigned on his regularly scheduled tour of duty to his primary detail by detail seniority and may not defer to his second special detail or other roll call position if his primary detail cannot be filled on a straight time basis. Prior to roll call, the Commanding Officer, in his or her discretion, may assign the Police Officer to his second special detail if the Police Officers second special detail can not be filled on a straight time basis when the Police Officer's primary detail can be filled on a straight time basis. For the purposes of this paragraph, at Newark International Airport the Desk Officer/Emergency Garage Special Detail Positions

(as shown on Document N) will constitute only one of the Police officer's two permitted special details.

D. A Police Officer who completes a training program to qualify him for a special detail must remain in that detail for a period of no less than two (2) years (three (3) years if completing a training program qualifying him for K-9 special detail) unless the Police Officer receives approval to leave the detail prior to the expiration of the two year period.

E. Nothing in Paragraph C or D shall prevent a Police Officer from applying to or being accepted for training in a centralized special detail in the Central Police Pool/SOD..

F. A Police Officer, senior to a Police Officer selected, who requests in writing the reasons he did not receive a special detail, shall be responded to in writing within fourteen (14) days setting forth the reasons for not being selected for the special detail by the appropriate party making the decision.

VI. PREFERRED ASSIGNMENTS

Effective upon the execution of the previous Memorandum of Agreement covering the period January 21, 1996 -January 20, 2003 Preferred Assignments were eliminated.

VII. SPECIALIZED TRAINING

A. Prior to making a selection for specialized training to qualify a member for a special detail at a command, or to qualify an Officer in specialized skills, the Facility Police Commanding Officer shall notify all Police Officers at this Command of the pending training program giving at least three (3) weeks for applications to be submitted.

B. In the notice of training opportunity, the Commanding Officer shall set forth the following:

1. The name of the special detail or the specialized training;

2. If the training opportunity is to qualify a candidate for a special detail, the specific training program(s) which the candidate must successfully complete prior to being utilized in the special detail.

3. The criteria which will be used in making the selection for specialized training;

4. The number of candidates to be trained;

5. The approximate dates, the location and duration of the training program;

6. Any special limitations or considerations involved in the special detail such as squad or position assignments or limitations upon the successful completion of special detail training. However, the Police Officer's current work chart, squad, or position shall not constitute a limitation for special detail training.

7. Where there is a bona fide requirement that a Police Officer has a specific and objective work-related skill prior to being considered eligible to apply for a particular type of advanced specialized training, the announcement for such training shall indicate the same fully and completely.

8. For training opportunities to qualify Police Officers for special details, the Training Opportunity notice shall also set forth the specific training programs required to be completed and passed to newly qualify a Police Officer in the Special Detail. A candidate who has not successfully completed and passed all the training programs required in the Training Opportunity Notice shall not be utilized in the Special Detail. The Superintendent of Police, or his designee, may determine the requisite training programs required to qualify a candidate in a special detail and may change qualifications for new candidates for any special detail in his discretion.

C. Exclusions From Detail Selection Criteria

1. Effective upon the execution of the Memorandum of Agreement Injury incurred in the Line of Duty Absences which qualify for exemption pursuant to the Repeated & Excessive discipline process (Appendix L) will not be the basis for excluding a Police Officer from specialized training or for a special detail. Likewise, an absence on account of pregnancy or on account of maternity leave shall not be the basis for excluding a Police Officer from specialized training or for a special detail.

2. Pending disciplinary charges against a Police Officer 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.

DOCUMENT C

I. INSTRUCTION

This instruction established the procedure to be followed in transferring members of the Police Force in the grade of Police Officer.

II. PURPOSE

To insure fair and impartial treatment in the making of transfers, both voluntary and involuntary.

III. PROCEDURE

A. Application for Transfer

1. All requests for transfer shall be submitted on Port Authority Form #2665, and directed to the Office of the Superintendent of Police. These requests will be accepted or rejected by the Superintendent of Police on the basis of efficiency, ability, training and character of the applicant.

2. All acceptable applicants shall be placed on the appropriate list according to the date the application was submitted.

3. Unless an applicant accepts a transfer when it is offered to him, his name will be removed from the transfer list concerned. Moreover, applicants will be restricted from submitting a request for transfer to facility concerned until six (6) months have elapsed from date of declination.

However, if an applicant, who has declined a transfer when it was offered to him, feels that he has sufficient cause for reserving his position on the transfer list, he should direct a report to the Superintendent of Police, through channels, giving full particulars.

4. In the event the person highest on the list does not receive the assignment, he may request a meeting with the Superintendent of Police to discuss the reason for being by-passed.

5. When an opening for a temporary authorized position occurs, an applicant will be considered for the vacancy in the order in which his name appears on the appropriate list. An applicant may elect not to accept the temporary assignment when it is offered and retain his position on the list. All other

applicants on the list will be offered the temporary assignment in numerical order until one accepts. If no one accepts the junior qualified person in the Central Police Pool will be assigned.

B. Qualifications - Transfer Requests

1. Requests for transfer to facilities, other than airport emergency crew trained positions, will not be accepted until the Police Officer has completed one year of service.

2. Requests for airport emergency crew training will not be accepted until the officer has completed two years of service with the Port Authority Police Force. If an insufficient number of eligible Police Officers apply, the two years of service required may be waived.

3. Police Officers must have successfully completed emergency crew training (see Document D) before being placed on the airport emergency crew transfer lists. At the completion of the training it will be necessary for successful candidate to submit requests for transfer to the airport emergency crew transfer list of their choice. The grade received at the completion of training will determine the officer's position on the airport emergency crew transfer list of his choice. Officers having completed training will be placed in the Airport Pool.

4. New transfer lists will be established to fill non-emergency crew trained positions at LaGuardia, Newark Liberty International and John F. Kennedy International Airports.

C. Central Police Pool

1. In the event a vacancy occurs at a facility and there are no requests for transfer to that facility, the junior qualified officer in the Central Police Pool shall be transferred.

2. Officers in the airport pool shall not be transferred to facilities other than airports except when the officer concerned is willing to have his name removed from the Airport emergency crew trained list.

D. Position Abolition

Where transfers are required due to a reduction in force they shall be accomplished in the inverse order of seniority. Members of the force so transferred will be assigned to the Central Police Pool and on the basis of seniority, their names will be placed in the top of the list for assignment to the facility from which they were transferred.

As outlined in Document D, this procedure will not be followed in effecting transfers from Port Authority airports due to reduction in force. Because of the

fact that assignment to airports is essentially on a merit basis, based upon grades attained in the Airport training Class, transfers from an airport will be made in inverse order of position on the eligible airport crew transfer list originally used in making assignments to the airport.

E. General

Where operational, administrative or personal hardships occur, the Superintendent of Police will administer the transfers on an individual basis. The above procedure shall not be construed to prevent the Superintendent of Police from making such transfers as he deems to be for the good of the service.

DOCUMENT D

PORT AUTHORITY OF NEW YORK AND NEW JERSEY **P.O.I. 2-30**

POLICE OPERATING INSTRUCTION

AIRPORT EMERGENCY CREW SELECTION
REVISED APRIL, 1998 AND FURTHER REVISED
JULY, 2004 (Formally P0I 9-5— Revised November 1993)

I. INTRODUCTION

This instruction prescribes the method of selecting, training and assigning police personnel on airport emergency crew transfer lists.

II. PURPOSE

Its purpose is to provide a reserve of trained police officers to be used for loans from the Airport Pool or for transfer to airports to maintain authorized strengths.

III. AIRPORT POOL

The Airport Pool will be maintained at a strength determined by the Superintendent of Police, adequate to cover normal manpower requirements, emergencies and additional permanent assignments. Training and selection will be under the general supervision of the Commanding Officer of the Police Academy.

IV. APPLICATION FOR TRAINING

When it is necessary to augment the Airport Pool, the Superintendent of Police will issue a memorandum to all members of the force, calling for applicants. Members of the force who wish to be considered for the training must submit a handwritten memorandum P.A. Form 2265 to their Facility Command Officer.

A. A Police Officer must meet the following standard: Two years of continuous Port Authority Police Service immediately preceding the closing date for application. If an insufficient number of applicants apply, the two-year requirement will be waived.

B. Facility Commanding Officers will review the handwritten applications as they are received and will forward them to the Commanding Officer of the Police Academy together with the Facility Commanding Officer's Evaluation Sheet.

V. REQUIREMENTS FOR ACCEPTANCE FOR TRAINING

A. To be considered for Airport Training each applicant must be recommended for the training by his Facility Commanding Officer on a weighted evaluation sheet. The evaluation sheet will contain a provision for the assignment of a numerical evaluation of the applicant by the officer's Commanding Officer. Only those

applicants attaining a numerical evaluation of 70 or higher will be considered for further processing for Airport Emergency Crew Training.

B. Each applicant must be approved by the Office of Medical Services and is required to pass Titmus Vision Test (eyeglasses permitted).

C. No police officer will be accepted for participation in an Airport reserve training class if he is known to be about to terminate his Port Authority employment.

D. Members of the force who have applied for Airport Training and were not selected may request a meeting with the Commanding Officer of the Police Academy for a review. Appeals from the Police Academy Commanding Officer's determination may be made to the Superintendent of Police or his designee.

VI. FINAL GRADING

Candidates must attain a minimum-passing grade of 70 in each phase of the training program. At the conclusion of the entire training period, Police Academy Staff members in charge of training will give each candidate a grade based upon the average of the two scores listed below:

1. Grade obtained from the academic portion of the Airport Training.

2. Grade obtained during actual performance at Airport Training burning sessions.

VII. ASSIGNMENT TO AIRPORT EMERGENCY CREW TRANSFER LIST

A. There will be three lists, J. F. Kennedy International Airport, LaGuardia Airport, and Newark International Airport.

B. A candidate can be on any one or all three lists.

C. Rank order will be determined by grades attained from the Police Academy.

D. Final selection of applicants shall be reviewed by the Superintendent of Police.

E. All candidates who successfully complete the training will be assigned to the Airport Pool.

VIII. TRANSFER OF AIRPORT EMERGENCY CREW TRAINED PERSONNEL

A. When a vacancy at an airport exists requiring a transfer from one of the airport emergency crew lists, applicants will be considered for the vacancy in the order in which their names appear on the appropriate list.

B. When an opening for a permanently authorized position occurs, applicants will be considered for the vacancy in the order in which their names appear on the appropriate list. Unless an applicant accepts a transfer when it is offered, his name will be removed from the transfer list concerned. Moreover, an applicant

will be restricted from resubmitting a request for transfer to a facility until six (6) months have elapsed from date of declination.

However, if an applicant who has declined a transfer when it was offered feels that he has sufficient cause for reserving his position on the transfer list, he should direct a report to the Superintendent of Police through channels, giving full particulars.

C. When an opening for a temporary authorized position occurs, applicants will be considered for this vacancy in the order in which their names appear on the appropriate list and an applicant may elect not to accept the temporary assignment when it is offered and retain his position on the list. All applicants on the list will be offered the temporary assignment in numerical order until one accepts. If no one accepts, the junior qualified person on the appropriate list in the Airport Pool will be assigned.

D. When a reduction in the authorized police strength at an airport necessitates transfer of Airport Emergency Crew trained personnel from a facility, the transfer will be made in the following manner;

I. Members of the force will be transferred from the airport in inverse order of their standing on the transfer list from which they were assigned to the airport.

Members of the force so transferred will be assigned to the Airport Pool and on the basis of their standing on the transfer list their names will be placed on the top of the list for assignment to the facility from which they were transferred.

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

PAI 20-3.06
6/30/76

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.

EXHIBIT A

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.)

EXHIBIT A

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.

DOCUMENT F

Office of the Executive Director

The Port Authority
of New York and New Jersey

PAI 20-3.12
August 6, 1981

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 group 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

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.

DOCUMENT H

Change Notices 74, 87, 96 and 99 incorporated herein.

Office of the Executive Director The Port of New York Authority	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). CN 99 1/9/74

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. CN 99 1/9/74

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.

XII. Disciplinary Procedures for TWU Classes

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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.

CN-3/3

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.

Office of the Executive Director

The Port Authority
of New York and New Jersey

PAI 20-4.01
Revised January 14, 1974

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 111

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

PAI 20-4.01
Exhibit B

	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

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

POLICE DIVISION INSTRUCTION

P.D.I. 7-8
REGULATION POLICE EQUIPMENT
REVISED NOVEMBER, 1983

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 K

TUITION ASSISTANCE PROGRAM

I. Introduction

This Policy Statement describes the Port Authority's policy regarding tuition assistance for permanent and probationary Police Officers.

II. Policy

The Port Authority's Tuition Assistance Program provides an opportunity for eligible Police Officers 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 Police Officers 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 Police Officers 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. Permanent and probationary Police Officers are eligible for tuition assistance.

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 Police Officer/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 Police Officer 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 a Police Officer/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 Police Officer/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-155 12/3 79

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.

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.

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, I, 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.

DOCUMENT N

POLICE OFFICER

POSITION AND/OR ASSIGNMENT ROSTER

I. ADMINISTRATIVE CHART POSITIONS (PO #2)

To work day tours, Mondays through Friday with Saturdays and Sundays as regular days off. Will also receive eleven (11) Port Authority Holidays and six (6) additional days off to receive no fewer than 121 RDO's per calendar year.

Facility Police Command	Detail Position (s)
Police Headquarters	Special Services*
Police Headquarters	Court Scheduler and Courier*
Police Headquarters	Visual Presentation Services Unit*
Police Academy	Range Officer*
Police Academy	Instructor's Aide*
Police Academy	Probationary Police Officers in Academy*
Consolidated Police Zones	Medically Restricted Positions /1/

II. POLICE OFFICERS SPECIAL DETAILS

The following special details will be filled in accordance with the provisions of POI 2-1A, appended to the Memorandum of Agreement as Document "B."

Facility Police Command	Detail Position (s)
Central Police Pool/Special Operations Division ("SOD")	Teletype Operators
Central Police Pool/SOD	Motor Vehicle Enforcement Officer(s) (Commercial Vehicle Inspections, Truck Weight, Hazardous Cargo, Accident Investigation)
Central Police Pool/SOD	Canine Officer(s)
Central Police Pool/SOD	Motorcycle Operator(s)
Central Police Pool/SOD	Emergency Services Unit (Trucks 1, 2, 3 (PATH/WTC), Trucks 7/7A (LGA), and Trucks 8/8A (JFK)

Facility Police Command	Detail Position (s)
Kennedy International Airport	Motor Vehicle Inspector(s)
Kennedy International Airport	Fire Marshal(s)
Kennedy International Airport	Auto Recovery Unit
Kennedy International Airport	Administrative Adjudication Bureau Officer(s)
Kennedy International Airport	Queens Court Officer
Kennedy International Airport	Desk Officer(s)/ CAD
Kennedy International Airport	Desk Officer(s) Relief
Kennedy International Airport	Emergency Medical Technician/Ambulance
Kennedy International Airport	Squad Leader(s)
Kennedy International Airport	Squad Leader(s) Relief / Firefighter
Kennedy International Airport	Cargo Officer(s)
Kennedy International Airport	Hardstand/Special Weapons Officer(s)
Kennedy International Airport	Station House Officer(s) / SHO(s)
LaGuardia Airport	Motor Vehicle Inspector(s)
LaGuardia Airport	Fire Marshal(s)
LaGuardia Airport	Auto Recovery Unit
LaGuardia Airport	Desk Officer(s)/CAD
LaGuardia Airport	Squad Leader(s)
LaGuardia Airport	Squad Leader(s) Relief / Firefighter
LaGuardia Airport	Commanding Officer's Clerk(s)
PATH	Desk Officer(s)/CAD
World Trade Center	Desk Officer(s)/ CAD
Holland Tunnel	Brooklyn Piers Unit (Weekdays, Day Tour)
Port Authority Bus Terminal	Youth Services Unit
Port Authority Bus Terminal	Station House Officer(s) / SHO(s)
Port Authority Bus Terminal	Community Patrol Officer Program Unit (CPOP)
George Washington Bridge	Post 31 /Bus Station (Weekdays, Day/ Afternoon Tour)
Newark International Airport	Motor Vehicle Inspector(s)
Newark International Airport	Fire Marshal(s)
Newark International Airport	Desk/Emergency Garage Positions: /2/ Desk Officer(s) /CAD/Squad Leader Relief

Facility Police Command	Detail Position (s)
	Squad Leader(s)
	Firefighter(s)
	Emergency Truck 7
Newark International Airport	Patrol Car Operator(s)
Newark International Airport	Auto Recovery Unit
Newark International Airport	Teterboro Airport Unit /3/
Staten Island Bridges	Emergency Garage

III. POLICE OFFICERS SPECIAL DETAILS

* Police Officers assigned to the following Special Details except Instructor's Aide(s), as the date of execution of the Memorandum of Agreement for the term January 21,2003- through January 20,2010, are "grandfathered" and can not be replaced unless they request to be removed from the Special Detail, or they are transferred to another Facility Police Command or promoted. On the date of execution of the Memorandum of Agreement for the term January 21,2003 through January 21, 2010, the current Superintendent of Police shall have six (6) months thereafter to remove and replace Police Officers assigned to these special details including Instructor Aide(s). Whenever a new Superintendent of Police is appointed he will have the right to remove and replace Police Officers assigned to these special details including Instructor Aide(s) for a period of six (6) months following his appointment. Any Police Officer removed from a special detail as a result of the Superintendent exercising his rights as set forth herein, shall have full retreat rights to his former permanently assigned Facility Police Command, including seniority, work chart, and Special Detail rights. Except as provided in the preceding sentences, the Superintendent of Police may select Police Officers to be assigned to the following special details as operational needs require and without reference to the provisions of POI 2-1A, appended to the Memorandum of Agreement as Document "B."

Facility Police Command	Detail Position (s)
Police Headquarters	Visual Presentation Services Unit*
Police Headquarters	Special Services*
Police Headquarters	Court Scheduler(s) and Courier(s)/Day Tour*
Police Academy	Range Officer(s)*
Police Academy	Instructor's Aide(s)*

Facility Police Command	Detail Position (s)
Central Police Pool/SOD	Courier(s) / Night Tour*
Holland Tunnel	Commanding Officer's Clerk(s)*
Lincoln Tunnel	Commanding Officer's Clerk(s)/XBL*
Lincoln Tunnel	Auto Recovery Unit*
George Washington Bridge	Commanding Officer's Clerk(s)/HOV
George Washington Bridge	Court Liaison(s)
PATH	Commanding Officer's Clerk(s)/Post 10
PATH	Court Liaison(s)
Newark International Airport	Court Liaison(s)

/1/ Selection and assignment of these positions will be made in accordance with the Memorandum of Agreement, Section XIX, Paragraphs 8 and 9.

/2/ At Newark International Airport, these special detail positions are selected from the Desk/Emergency Garage roster. Notwithstanding the provisions of Document B, Section V, Paragraph C, Police Officers at Newark International Airport will continue to designate whether they will be on the Patrol Car Operator Special Detail roster or the combined Desk Officer/Emergency Garage Special Detail rosters. For the purposes of Document B, at Newark International Airport, the Desk Officer/Emergency Garage Special Detail Positions (as shown on above) will constitute only one of the Police Officer's two permitted special details.

/3/ As set forth in the letters of agreement dated May 2, 2002 and June 5, 2003 appended. to the Memorandum of Agreement and further in Note 6 of this Document.

NOTES:

1) Patrol Car Operator positions at the George Washington Bridge. Holland Tunnel and Lincoln Tunnel Facility Police Commands will no longer be a special detail and/or filled by seniority.

2) Pursuant to Section LVI of the Memorandum of Agreement (Plainclothes Assignments), the JFK Hack Squad shall be selected from the Hack Plainclothes roster dated September 1,2004, appended hereto. The Hack Plainclothes roster may be supplemented annually at the sole discretion of the Port Authority.

3) Any Police Officer in a special detail assigned to the Central Police Pool with the exception of the Teletype special detail, will have full retreat rights to his former permanently assigned Facility Police Command, including seniority, work chart, and Special Detail rights, except as limited in Document B, Section VII, paragraph D. Any Police Officer assigned to a Central Police Pool special detail, with the exception of the Teletype special detail, will not be used to cover manpower deficiencies at any Facility Police Command, except for those situations set forth in Section XVI Paragraph 1 (c)(iii) of this Memorandum of Agreement or on overtime consistent with this Memorandum of Agreement.

4) Elimination of the New Jersey Marine Terminals Desk positions does not constitute an agreement by the Association to the transfer of unit work currently and heretofore performed by the New Jersey Marine Terminals Desk positions to non-unit personnel.

5) Emergency Services Vehicle Posts

Effective on the date of execution of this Memorandum of Agreement, the Port Authority will offer transfers to all members of the Emergency Services Unit at Kennedy International Airport (Truck 8), LaGuardia Airport (Truck 7) and PATH (Trucks 1, 2 and 3) (formerly Response Unit Posts 3, 15 and 21) to the Central Police Pool in a new centralized special detail. The procedure governing this offer of transfer shall be as set forth in the letter agreement dated October 20, 2004, setting forth the terms and conditions of assignment of the CPP/SOD Emergency Services Unit.

6) Modifications to the Letters of Agreement dated May 2, 2002 and June 5, 2003

Effective upon the execution of this Memorandum of Agreement, all Police Officers currently assigned to the Central Police Pool Teterboro Special Detail ("Teterboro Special Detail") shall be transferred to Newark International Airport in the Newark International Airport/ Teterboro Airport Special Detail.

Any member of the Teterboro Special detail who is not willing to accept a transfer to the NIA/Teterboro Airport Special Detail may exercise the right to retreat to their original facility police command in accordance with the terms of the June 5, 2003 letter agreement.

Police Officers on the Teterboro Special Detail List assigned a Teterboro Special Detail workchart shall on a regularly scheduled tour of duty report directly to Teterboro Airport; stand roll call at Teterboro Airport; sign off duty at Teterboro

Airport; be provided a locker, gun locker and other amenities provided to a police officer at his permanently assigned facility police command. Police Officers on the Teterboro Airport Special Detail List not assigned a Teterboro Airport workchart when assigned on a regularly scheduled tour of duty to Teterboro Airport shall report to NLIA; stand roll call at NLIA; be provided transportation in a Port Authority vehicle to and from Teterboro Airport; return to NLIA at the end of the tour to sign off duty

Future selection for assignment to the NIA /Teterboro Airport Special Detail shall be based upon a training opportunity announcement to the Newark International Airport Command posted consistent with the requirements of Document B.

Except as modified by this Note, the letter of agreement dated May 2, 2002 as modified by the letter of agreement dated June 5, 2003 shall remain in full force and effect.

POLICE OFFICER WORK CHARTS DOCUMENT N

Facility Police Command by Consolidated Zone	15 Squads	Day/Afternoon	Night	Day	Afternoon	Day Admin	Afternoon Admin	Night Admin	Total
POLICE ZONE A									
JFK International Airport	30	13	61	58	58	1	7	2	230
LaGuardia Airport	-	6	45	57	57	4	-	-	169
Subtotal	30	19	106	115	115	5	7	2	399
POLICE ZONE B									
PATH	-	36	36	18	15	5	2	0	112
World Trade Center	-	7	6	1	3	1	1	1	20
Holland Tunnel/Brooklyn Piers	-	12	18	12	15	7	-	1	65
Subtotal	0	55	60	31	33	13	3	2	197
POLICE ZONE C									
Port Authority Bus Terminal	-	27	22	18	23	6	-	-	96
Lincoln Tunnel	-	12	17	15	15	7	5	-	71
GWB	-	12	18	15	15	12	2	3	77
Subtotal	0	51	57	48	53	25	7	3	244
POLICE ZONE D									
Newark International Airport	-	57	60	49	48	9	-	-	223
New Jersey Marine Terminals	-	6	3	4	3	2	2	2	22
Staten Island Bridges/Teleport	-	-	14	14	14	2	2	-	46
Subtotal	0	63	77	67	65	13	4	2	291
FACILITY POLICE COMMANDS									
Police Headquarters/SOD	-	46	29	31	31	28	22	6	193
Police Academy	-	-	-	3	-	-	-	-	3
Subtotal	0	46	29	34	31	28	22	6	196
TOTAL	30	234	329	295	297	84	43	15	1327

DOCUMENT N

HACK PLAINCLOTHES LIST

JFK

September 1, 2004

Listed are the 147 Police Officers in seniority order who are interested in the Preferred Assignment list Hack Plainclothes for JFK Airport,

NAME	SEN.#	NAME	SEN. #
D. Podesta	73-176	*L. Ponsolle	87-10
V. Murphy	74-27	R. Parente	87-13
G. Arnone	75-06	*M. DiSalvo	87-19
*C. Myers	75-16	*A. Cairo	87-26
*R. Iannitto	77-18	*E. Katz	87-53
*J. Montalbano	78-31	H. Chin	87-61
*T. Liptak	78-45	C. Gumbs	87-62
*J. Barry	79-102	R. May	87-62
*L. Forte	80-33	*T. Cohen	87-69
*J. Pellicone	80-70	*S. Bishop	92-09
*H. Doskocz	80-77	R. Furey	92-11
*R. Maniscalco	80-116	G. Martinez	93-01
*N. Guarino	80-126	N. Yum	93-08
D. Caridi	80-165	W. Leahy	93-16
*J. Hocker	83-03	M. Wittman	93-18
*K. White	83-23	*M. Balestracci	93-19
M. Massaro	84-02	J. McDaniels	93-24
D. Castro-Recio	85-55	S. Russell	93-47
*P. Cicero	85-59	E. Velazquez	93-73
*R. White	85-79	L. Staley	93-110
R. Riebe	85-105	C. Durham	93-119
*K. Taylor	85-120	L.Williams	93-124
*B. Crane Silhan	86-01	*S. Seamon	93-128
*I. Vasile	86-04	R. O'Brien	93-141
*I. Rodriguez	86-11	J. Schiraldi	93-161
*C. Rogers	86-31	K. Grogan	93-163
*R. Egbert	86-37	*M. Randazzo	93-176
*G. Black	86-38	E. Williams	93-175
*E. McCain	86-56	*K. Babiscko	93-200
*C. Madden	86-61	T. Trotta	93-203
J. DeFelice	86-65	I. Darmanie	93-205
*J. Koster	86-104	R. Gordon	93-210

NAME	SEN.#
W. Prentice	93-218
N. Federico	94-12
D. Norman	94-15
*W. Schmidt	94-16
*A. Russo	94-18
T. Koster	94-22
W. Boylan	94-39
A. Gravano	95-08
K. Collins	95-10
R. Mancus	95-13
M. Guzowski	95-15
T. Lomonaco	95-19
B. Buckner	95-28
S. Smith	95-48
M. Walpole	96-01
S. Ekizian	96-05
R. Ruiz	96-14
E. Torres	98-05
P. Hutzel	95-98
D. Golding	98-10
I. Searing	98-19
T. Coysh	98-34
D. Rhein	98-35
J. Castro	98-40
M. Labocetta	98-42
L. Charles	98-48
G. Frank	98-51
D. Conklin	99-02
J. Graf	99-05
G. Stehl	99-09
M. Collins	99-12
A. Iadevaio	99-13
R. Steneck	99-14
J. Jennings	99-16
T. Pepe	99-17
G. Georgiadis	00-04
C. Farrell	00-14
F. Rincon	00-19
M. Placido	00-20
R. Gil	00-25
K. Festa	00-36
V. DiLuca	00-43

NAME	SEN.#
P. Costello	00-59
J. Lindemann	00-63
D. Coughlin	00-66
R. Womack	00-74
W. Piatti	01-03
J. Opromalla	01-07
S. Fitzpatrick	01-08
F. Pisano	01-22
S. Auerbach	01-25
E. Doughty	01-27
Q. Chen	01-44
W. Santiago	01-49
M. Annunziata	01-51
W. Boye	01-54
J. Hawkins	01-57
P. Pogozelski	02-03
G. Sinopidis	02-13
K O'Connell	02-14
M. Syska	02-19
R. Biederman	02-20
Jo. McCabe	02-32
J. D'Angelo	02-46
G. Laine	02-52
J. Fong	02-57
R Kraft	02-59
D. Tarpey	02-61
P. Mongiovi	02-66
C. Abramowski	02-72
R. Egan	02-86
T. Eddings	02-92
W. Freymann	02-93
R. Taiani	02-98
R. Becker	02-101
R. Rojas	02-105
K. Smith	02-109
S. Pomerantz	02-112
J. Testa	02-118
J. Bailey	02-119
P. Dileo	02-125
M. Hynes	02-129
B. Maynard	02-130

*Denotes Officers from previous Hack List

DOCUMENT "O"

PO #01 - 15 SQUAD CHART

ROTATING DAYS & TOURS - 30 DAY CYCLE

No.	DATE	DAY	NIGHTS	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday	2,9	3,6,11,14	5,8,12,15	1,4,7,10,13
2	1/2/2005	Sunday	2,10	4,7,11,14	1,5,8,13	3,6,9,12,15
3	1/3/2005	Monday	2,10	4,7,11,14	1,5,8,13	3,6,9,12,15
4	1/4/2005	Tuesday	3,10	4,7,12,15	1,6,9,13	2,5,8,11,14
5	1/5/2005	Wednesday	3,10	4,7,12,15	1,6,9,13	2,5,8,11,14
6	1/6/2005	Thursday	3,11	5,8,12,15	2,6,9,14	1,4,7,10,13
7	1/7/2005	Friday	3,11	5,8,12,15	2,6,9,14	1,4,7,10,13
8	1/8/2005	Saturday	4,11	1,5,8,13	2,7,10,14	3,6,9,12,15
9	1/9/2005	Sunday	4,11	1,5,8,13	2,7,10,14	3,6,9,12,15
10	1/10/2005	Monday	4,12	1,6,9,13	3,7,10,15	2,5,8,11,14
11	1/11/2005	Tuesday	4,12	1,6,9,13	3,7,10,15	2,5,8,11,14
12	1/12/2005	Wednesday	5,12	2,6,9,14	3,8,11,15	1,4,7,10,13
13	1/13/2005	Thursday	5,12	2,6,9,14	3,8,11,15	1,4,7,10,13
14	1/14/2005	Friday	5,13	2,7,10,14	1,4,8,11	3,6,9,12,15
15	1/15/2005	Saturday	5,13	2,7,10,14	1,4,8,11	3,6,9,12,15
16	1/16/2005	Sunday	6,13	3,7,10,15	1,4,9,12	2,5,8,11,14
17	1/17/2005	Monday	6,13	3,7,10,15	1,4,9,12	2,5,8,11,14
18	1/18/2005	Tuesday	6,14	3,8,11,15	2,5,9,12	1,4,7,10,13
19	1/19/2005	Wednesday	6,14	3,8,11,15	2,5,9,12	1,4,7,10,13
20	1/20/2005	Thursday	7,14	1,4,8,11	2,5,10,13	3,6,9,12,15
21	1/21/2005	Friday	7,14	1,4,8,11	2,5,10,13	3,6,9,12,15
22	1/22/2005	Saturday	7,15	1,4,9,12	3,6,10,13	2,5,8,11,14
23	1/23/2005	Sunday	7,15	1,4,9,12	3,6,10,13	2,5,8,11,14
24	1/24/2005	Monday	8,15	2,5,9,12	3,6,11,14	1,4,7,10,13
25	1/25/2005	Tuesday	8,15	2,5,9,12	3,6,11,14	1,4,7,10,13
26	1/26/2005	Wednesday	1,8	2,5,10,13	4,7,11,14	3,6,9,12,15
27	1/27/2005	Thursday	1,8	2,5,10,13	4,7,11,14	3,6,9,12,15
28	1/28/2005	Friday	1,9	3,6,10,13	4,7,12,15	2,5,8,11,14
29	1/29/2005	Saturday	1,9	3,6,10,13	4,7,12,15	2,5,8,11,14
30	1/30/2005	Sunday	2,9	3,6,11,14	5,8,12,15	1,4,7,10,13
31	1/31/2005	Monday	2,9	3,6,11,14	5,8,12,15	1,4,7,10,13

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

PO #02 - ADMINISTRATIVE CHART

Works steady Day, Afternoon, Night Tours - Monday through Friday, Saturdays and Sundays as RDO's. Receive 11 Port Authority Holidays and six additional days off (No more than two such additional days off may be taken per quarter unless approved by the Police Officer's Facility Commanding Officer. A Police Officer must give at least 24 hours notice prior to taking one of the additional days off), no fewer than 121 RDO's per calendar year. The Day, Afternoon and Night tours are considered as separate work charts in accordance with the provisions contained in Section XII, 7,a,b and c of the Memorandum of Agreement.

No.	DATE	DAY	NIGHTS	DAYS	AFTERNOONS	7 DAY CYCLE RDO
1	1/1/2005	Saturday				A, B, C
2	1/2/2005	Sunday				A, B, C
3	1/3/2005	Monday	C	A	B	
4	1/4/2005	Tuesday	C	A	B	
5	1/5/2005	Wednesday	C	A	B	
6	1/6/2005	Thursday	C	A	B	
7	1/7/2005	Friday	C	A	B	
8	1/8/2005	Saturday				A, B, C
9	1/9/2005	Sunday				A, B, C
10	1/10/2005	Monday	C	A	B	
11	1/11/2005	Tuesday	C	A	B	
12	1/12/2005	Wednesday	C	A	B	
13	1/13/2005	Thursday	C	A	B	
14	1/14/2005	Friday	C	A	B	
15	1/15/2005	Saturday				A, B, C
16	1/16/2005	Sunday				A, B, C
17	1/17/2005	Monday				A, B, C
18	1/18/2005	Tuesday	C	A	B	
19	1/19/2005	Wednesday	C	A	B	
20	1/20/2005	Thursday	C	A	B	
21	1/21/2005	Friday	C	A	B	
22	1/22/2005	Saturday				A, B, C
23	1/23/2005	Sunday				A, B, C
24	1/24/2005	Monday	C	A	B	
25	1/25/2005	Tuesday	C	A	B	
26	1/26/2005	Wednesday	C	A	B	
27	1/27/2005	Thursday	C	A	B	
28	1/28/2005	Friday	C	A	B	
29	1/29/2005	Saturday				A, B, C
30	1/30/2005	Sunday				A, B, C
31	1/31/2005	Monday	C	A	B	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

DOCUMENT "O"

PO #03 - STEADY TOUR & STEADY DAYS OFF (21 DAY CYCLE)

5-2,5-2,4-3 SCHEDULE & EVERY THIRD DAY IN PARENTHESIS RDO

POSITION	RDO
A,D,G	S&M (TUES)
B,E,H	F&S (THURS)
C,F,I	WED-THURS, TUES-WED, TUES-WED-THURS

No.	DATE	DAY	NIGHTS	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday	A C	D F	G I	B E H
2	1/2/2005	Sunday	B C	E F	H I	A D G
3	1/3/2005	Monday	B C	E F	H I	A D G
4	1/4/2005	Tuesday	A B	D E	G H	C F I
5	1/5/2005	Wednesday	A B	D E	G H	C F I
6	1/6/2005	Thursday	A B	D E	G H	C F I
7	1/7/2005	Friday	A C	D F	G I	B E H
8	1/8/2005	Saturday	A C	D F	G I	B E H
9	1/9/2005	Sunday	B C	E F	H I	A D G
10	1/10/2005	Monday	B C	E F	H I	A D G
11	1/11/2005	Tuesday	B C	E F	H I	A D G
12	1/12/2005	Wednesday	A B	D E	G H	C F I
13	1/13/2005	Thursday	A B	D E	G H	C F I
14	1/14/2005	Friday	A C	D F	G I	B E H
15	1/15/2005	Saturday	A C	D F	G I	B E H
16	1/16/2005	Sunday	B C	E F	H I	A D G
17	1/17/2005	Monday	B C	E F	H I	A D G
18	1/18/2005	Tuesday	A B	D E	G H	C F I
19	1/19/2005	Wednesday	A B	D E	G H	C F I
20	1/20/2005	Thursday	A C	D F	G I	B E H
21	1/21/2005	Friday	A C	D F	G I	B E H
22	1/22/2005	Saturday	A C	D F	G I	B E H
23	1/23/2005	Sunday	B C	E F	H I	A D G
24	1/24/2005	Monday	B C	E F	H I	A D G
25	1/25/2005	Tuesday	A B	D E	G H	C F I
26	1/26/2005	Wednesday	A B	D E	G H	C F I
27	1/27/2005	Thursday	A B	D E	G H	C F I
28	1/28/2005	Friday	A C	D F	G I	B E H
29	1/29/2005	Saturday	A C	D F	G I	B E H
30	1/30/2005	Sunday	B C	E F	H I	A D G
31	1/31/2005	Monday	B C	E F	H I	A D G

NOTE:

1. Subsequent days in the work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

* As defined in section XVI, 1, b of the Memorandum of Agreement.

PO #04 - STEADY TOUR & ROTATING DAYS OFF

4 DAYS ON, 2 DAYS OFF - 6 DAY CYCLE

No.	DATE	DAY	NIGHTS	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday	2 3	5 6	8 9	1 4 7
2	1/2/2005	Sunday	1 2	4 5	7 8	3 6 9
3	1/3/2005	Monday	1 2	4 5	7 8	3 6 9
4	1/4/2005	Tuesday	1 3	4 6	7 9	2 5 8
5	1/5/2005	Wednesday	1 3	4 6	7 9	2 5 8
6	1/6/2005	Thursday	2 3	5 6	8 9	1 4 7
7	1/7/2005	Friday	2 3	5 6	8 9	1 4 7
8	1/8/2005	Saturday	1 2	4 5	7 8	3 6 9
9	1/9/2005	Sunday	1 2	4 5	7 8	3 6 9
10	1/10/2005	Monday	1 3	4 6	7 9	2 5 8
11	1/11/2005	Tuesday	1 3	4 6	7 9	2 5 8
12	1/12/2005	Wednesday	2 3	5 6	8 9	1 4 7
13	1/13/2005	Thursday	2 3	5 6	8 9	1 4 7
14	1/14/2005	Friday	1 2	4 5	7 8	3 6 9
15	1/15/2005	Saturday	1 2	4 5	7 8	3 6 9
16	1/16/2005	Sunday	1 3	4 6	7 9	2 5 8
17	1/17/2005	Monday	1 3	4 6	7 9	2 5 8
18	1/18/2005	Tuesday	2 3	5 6	8 9	1 4 7
19	1/19/2005	Wednesday	2 3	5 6	8 9	1 4 7
20	1/20/2005	Thursday	1 2	4 5	7 8	3 6 9
21	1/21/2005	Friday	1 2	4 5	7 8	3 6 9
22	1/22/2005	Saturday	1 3	4 6	7 9	2 5 8
23	1/23/2005	Sunday	1 3	4 6	7 9	2 5 8
24	1/24/2005	Monday	2 3	5 6	8 9	1 4 7
25	1/25/2005	Tuesday	2 3	5 6	8 9	1 4 7
26	1/26/2005	Wednesday	1 2	4 5	7 8	3 6 9
27	1/27/2005	Thursday	1 2	4 5	7 8	3 6 9
28	1/28/2005	Friday	1 3	4 6	7 9	2 5 8
29	1/29/2005	Saturday	1 3	4 6	7 9	2 5 8
30	1/30/2005	Sunday	2 3	5 6	8 9	1 4 7
31	1/31/2005	Monday	2 3	5 6	8 9	1 4 7

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

DOCUMENT "O"

PO #05 - STEADY TOUR - STEADY DAYS OFF - SAT, SUN (THIRD FRI) RDO'S

5-2, 5-2, 4-3 21 DAY CYCLE

No.	DATE	DAY	NIGHTS	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday				ABC DEF GHI
2	1/2/2005	Sunday				ABC DEF GHI
3	1/3/2005	Monday	A B C	D E F	G H I	
4	1/4/2005	Tuesday	A B C	D E F	G H I	
5	1/5/2005	Wednesday	A B C	D E F	G H I	
6	1/6/2005	Thursday	A B C	D E F	G H I	
7	1/7/2005	Friday	A C	D F	G I	B E H
8	1/8/2005	Saturday				ABC DEF GHI
9	1/9/2005	Sunday				ABC DEF GHI
10	1/10/2005	Monday	A B C	D E F	G H I	
11	1/11/2005	Tuesday	A B C	D E F	G H I	
12	1/12/2005	Wednesday	A B C	D E F	G H I	
13	1/13/2005	Thursday	A B C	D E F	G H I	
14	1/14/2005	Friday	A B	D E	G H	C F I
15	1/15/2005	Saturday				ABC DEF GHI
16	1/16/2005	Sunday				ABC DEF GHI
17	1/17/2005	Monday	A B C	D E F	G H I	
18	1/18/2005	Tuesday	A B C	D E F	G H I	
19	1/19/2005	Wednesday	A B C	D E F	G H I	
20	1/20/2005	Thursday	A B C	D E F	G H I	
21	1/21/2005	Friday	B C	E F	H I	A D G
22	1/22/2005	Saturday				ABC DEF GHI
23	1/23/2005	Sunday				ABC DEF GHI
24	1/24/2005	Monday	A B C	D E F	G H I	
25	1/25/2005	Tuesday	A B C	D E F	G H I	
26	1/26/2005	Wednesday	A B C	D E F	G H I	
27	1/27/2005	Thursday	A B C	D E F	G H I	
28	1/28/2005	Friday	A C	D F	G I	B E H
29	1/29/2005	Saturday				ABC DEF GHI
30	1/30/2005	Sunday				ABC DEF GHI
31	1/31/2005	Monday	A B C	D E F	G H I	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

DOCUMENT "O"

PO #06 - DAY TOUR/AFTERNOON TOUR - STEADY DAYS OFF

POSITION	RDO	
A	SUN & MON (THIRD TUES)	42 DAY CYCLE
B	FRI & SAT (THIRD THURS)	
C	WED-THURS, TUES-WED, TUES-WED-THUR	

No.	DATE	DAY	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday	C	A	B
2	1/2/2005	Sunday	C	B	A
3	1/3/2005	Monday	C	B	A
4	1/4/2005	Tuesday	A	B	C
5	1/5/2005	Wednesday	A	B	C
6	1/6/2005	Thursday	A	B	C
7	1/7/2005	Friday	A	C	B
8	1/8/2005	Saturday	A	C	B
9	1/9/2005	Sunday	B	C	A
10	1/10/2005	Monday	B	C	A
11	1/11/2005	Tuesday	B	C	A
12	1/12/2005	Wednesday	B	A	C
13	1/13/2005	Thursday	B	A	C
14	1/14/2005	Friday	C	A	B
15	1/15/2005	Saturday	C	A	B
16	1/16/2005	Sunday	C	B	A
17	1/17/2005	Monday	C	B	A
18	1/18/2005	Tuesday	A	B	C
19	1/19/2005	Wednesday	A	B	C
20	1/20/2005	Thursday	A	C	B
21	1/21/2005	Friday	A	C	B
22	1/22/2005	Saturday	A	C	B
23	1/23/2005	Sunday	B	C	A
24	1/24/2005	Monday	B	C	A
25	1/25/2005	Tuesday	B	A	C
26	1/26/2005	Wednesday	B	A	C
27	1/27/2005	Thursday	B	A	C
28	1/28/2005	Friday	C	A	B
29	1/29/2005	Saturday	C	A	B
30	1/30/2005	Sunday	C	B	A
31	1/31/2005	Monday	C	B	A

NOTE

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

PO #07 - DAY TOUR/AFTERNOON TOUR

ROTATING DAYS OFF - 12 DAY CYCLE

No.	DATE	DAY	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday	2	3	1
2	1/2/2005	Sunday	2	1	3
3	1/3/2005	Monday	2	1	3
4	1/4/2005	Tuesday	3	1	2
5	1/5/2005	Wednesday	3	1	2
6	1/6/2005	Thursday	3	2	1
7	1/7/2005	Friday	3	2	1
8	1/8/2005	Saturday	1	2	3
9	1/9/2005	Sunday	1	2	3
10	1/10/2005	Monday	1	3	2
11	1/11/2005	Tuesday	1	3	2
12	1/12/2005	Wednesday	2	3	1
13	1/13/2005	Thursday	2	3	1
14	1/14/2005	Friday	2	1	3
15	1/15/2005	Saturday	2	1	3
16	1/16/2005	Sunday	3	1	2
17	1/17/2005	Monday	3	1	2
18	1/18/2005	Tuesday	3	2	1
19	1/19/2005	Wednesday	3	2	1
20	1/20/2005	Thursday	1	2	3
21	1/21/2005	Friday	1	2	3
22	1/22/2005	Saturday	1	3	2
23	1/23/2005	Sunday	1	3	2
24	1/24/2005	Monday	2	3	1
25	1/25/2005	Tuesday	2	3	1
26	1/26/2005	Wednesday	2	1	3
27	1/27/2005	Thursday	2	1	3
28	1/28/2005	Friday	3	1	2
29	1/29/2005	Saturday	3	1	2
30	1/30/2005	Sunday	3	2	1
31	1/31/2005	Monday	3	2	1

NOTE:

1 Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

PO #08 - STEADY TOURS - STEADY DAYS OFF

21 DAY CYCLE

POSITION	RDO
A	MON, TUES, (3RD WED)
B	MON, TUES, (3RD WED)
C	SUN, MON, (3RD SAT)
D	TUES, WED(3RD THURS)
E	SUN, MON, (3RD SAT)

No.	DATE	DAY	NIGHTS	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday	D E	A C	B	
2	1/2/2005	Sunday	D	A	B	C E
3	1/3/2005	Monday	D			A B C E
4	1/4/2005	Tuesday	E	C		A B D
5	1/5/2005	Wednesday	E	A C	B	D
6	1/6/2005	Thursday	D E	A C	B	
7	1/7/2005	Friday	D E	A C	B	
8	1/8/2005	Saturday	D E	A	B	C
9	1/9/2005	Sunday	D	A	B	C E
10	1/10/2005	Monday	D			A B C E
11	1/11/2005	Tuesday	E	C		A B D
12	1/12/2005	Wednesday	E	C	B	A D
13	1/13/2005	Thursday	D E	A C	B	
14	1/14/2005	Friday	D E	A C	B	
15	1/15/2005	Saturday	D	A C	B	E
16	1/16/2005	Sunday	D	A	B	C E
17	1/17/2005	Monday	D			A B C E
18	1/18/2005	Tuesday	E	C		A B D
19	1/19/2005	Wednesday	E	A C		B D
20	1/20/2005	Thursday	E	A C	B	D
21	1/21/2005	Friday	D E	A C	B	
22	1/22/2005	Saturday	D E	A C	B	
23	1/23/2005	Sunday	D	A	B	C E
24	1/24/2005	Monday	D			A B C E
25	1/25/2005	Tuesday	E	C		A B D
26	1/26/2005	Wednesday	E	A C	B	D
27	1/27/2005	Thursday	D E	A C	B	
28	1/28/2005	Friday	D E	A C	B	
29	1/29/2005	Saturday	D E	A	B	C
30	1/30/2005	Sunday	D	A	B	C E
31	1/31/2005	Monday	D			A B C E

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

DOCUMENT "O"

PO #09 - STEADY TOURS - STEADY DAYS OFF

SAT, SUN, (3RD MON RDO) - 21 DAY CYCLE

No.	DATE	DAY	NIGHTS	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday				ABC DEF GHI
2	1/2/2005	Sunday				ABC DEF GHI
3	1/3/2005	Monday	A C	D F	G I	B E H
4	1/4/2005	Tuesday	A B C	D E F	G H I	
5	1/5/2005	Wednesday	A B C	D E F	G H I	
6	1/6/2005	Thursday	A B C	D E F	G H I	
7	1/7/2005	Friday	A B C	D E F	G H I	
8	1/8/2005	Saturday				ABC DEF GHI
9	1/9/2005	Sunday				ABC DEF GHI
10	1/10/2005	Monday	A B	D E	G H	C F I
11	1/11/2005	Tuesday	A B C	D E F	G H I	
12	1/12/2005	Wednesday	A B C	D E F	G H I	
13	1/13/2005	Thursday	A B C	D E F	G H I	
14	1/14/2005	Friday	A B C	D E F	G H I	
15	1/15/2005	Saturday				ABC DEF GHI
16	1/16/2005	Sunday				ABC DEF GHI
17	1/17/2005	Monday	B C	E F	H I	A D G
18	1/18/2005	Tuesday	A B C	D E F	G H I	
19	1/19/2005	Wednesday	A B C	D E F	G H I	
20	1/20/2005	Thursday	A B C	D E F	G H I	
21	1/21/2005	Friday	A B C	D E F	G H I	
22	1/22/2005	Saturday				ABC DEF GHI
23	1/23/2005	Sunday				ABC DEF GHI
24	1/24/2005	Monday	A C	D F	G I	B E H
25	1/25/2005	Tuesday	A B C	D E F	G H I	
26	1/26/2005	Wednesday	A B C	D E F	G H I	
27	1/27/2005	Thursday	A B C	D E F	G H I	
28	1/28/2005	Friday	A B C	D E F	G H I	
29	1/29/2005	Saturday				ABC DEF GHI
30	1/30/2005	Sunday				ABC DEF GHI
31	1/31/2005	Monday	A B	D E	G H	C F I

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

10-20-04

PO #10 - STEADY DAYS OFF - ROTATING TOURS

SAT, SUN, (3RD FRI) RDO - 42 DAY CYCLE

No.	DATE	DAY	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday			A B C D E F
2	1/2/2005	Sunday			A B C D E F
3	1/3/2005	Monday	A D E	B C F	
4	1/4/2005	Tuesday	A D E	B C F	
5	1/5/2005	Wednesday	A D E	B C F	
6	1/6/2005	Thursday	A D E	B C F	
7	1/7/2005	Friday	D E	C F	A B
8	1/8/2005	Saturday			A B C D E F
9	1/9/2005	Sunday			A B C D E F
10	1/10/2005	Monday	B C F	A D E	
11	1/11/2005	Tuesday	B C F	A D E	
12	1/12/2005	Wednesday	B C F	A D E	
13	1/13/2005	Thursday	B C F	A D E	
14	1/14/2005	Friday	B F	A E	C D
15	1/15/2005	Saturday			A B C D E F
16	1/16/2005	Sunday			A B C D E F
17	1/17/2005	Monday	A D E	B C F	
18	1/18/2005	Tuesday	A D E	B C F	
19	1/19/2005	Wednesday	A D E	B C F	
20	1/20/2005	Thursday	A D E	B C F	
21	1/21/2005	Friday	A D	B C	E F
22	1/22/2005	Saturday			A B C D E F
23	1/23/2005	Sunday			A B C D E F
24	1/24/2005	Monday	B C F	A D E	
25	1/25/2005	Tuesday	B C F	A D E	
26	1/26/2005	Wednesday	B C F	A D E	
27	1/27/2005	Thursday	B C F	A D E	
28	1/28/2005	Friday	C F	D E	A B
29	1/29/2005	Saturday			A B C D E F
30	1/30/2005	Sunday			A B C D E F
31	1/31/2005	Monday	A D E	B C F	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement...

10-20-04

DOCUMENT "O"

PO #11 - STEADY DAYS OFF - ROTATING TOURS

SAT, SUN, (3RD MON) RDO - 42 DAY CYCLE

No.	DATE	DAY	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday			A B C D E F
2	1/2/2005	Sunday			A B C D E F
3	1/3/2005	Monday	B D	A C	E F
4	1/4/2005	Tuesday	B D F	A C E	
5	1/5/2005	Wednesday	B D F	A C E	
6	1/6/2005	Thursday	B D F	A C E	
7	1/7/2005	Friday	B D F	A C E	
8	1/8/2005	Saturday			A B C D E F
9	1/9/2005	Sunday			A B C D E F
10	1/10/2005	Monday	C E	D F	A B
11	1/11/2005	Tuesday	A C E	B D F	
12	1/12/2005	Wednesday	A C E	B D F	
13	1/13/2005	Thursday	A C E	B D F	
14	1/14/2005	Friday	A C E	B D F	
15	1/15/2005	Saturday			A B C D E F
16	1/16/2005	Sunday			A B C D E F
17	1/17/2005	Monday	B F	A E	C D
18	1/18/2005	Tuesday	B D F	A C E	
19	1/19/2005	Wednesday	B D F	A C E	
20	1/20/2005	Thursday	B D F	A C E	
21	1/21/2005	Friday	B D F	A C E	
22	1/22/2005	Saturday			A B C D E F
23	1/23/2005	Sunday			A B C D E F
24	1/24/2005	Monday	A C	B D	E F
25	1/25/2005	Tuesday	A C E	B D F	
26	1/26/2005	Wednesday	A C E	B D F	
27	1/27/2005	Thursday	A C E	B D F	
28	1/28/2005	Friday	A C E	B D F	
29	1/29/2005	Saturday			A B C D E F
30	1/30/2005	Sunday			A B C D E F
31	1/31/2005	Monday	D F	C E	A B

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

PO #12 - STEADY TOUR - FRI, SAT, (3RD SUN) RDO'S

5-2, 5-3, 4-2

21 DAY CYCLE

No.	DATE	DAY	AFTERNOONS	RDO
1	1/1/2005	Saturday		A
2	1/2/2005	Sunday	A	
3	1/3/2005	Monday	A	
4	1/4/2005	Tuesday	A	
5	1/5/2005	Wednesday	A	
6	1/6/2005	Thursday	A	
7	1/7/2005	Friday		A
8	1/8/2005	Saturday		A
9	1/9/2005	Sunday		A
10	1/10/2005	Monday	A	
11	1/11/2005	Tuesday	A	
12	1/12/2005	Wednesday	A	
13	1/13/2005	Thursday	A	
14	1/14/2005	Friday		A
15	1/15/2005	Saturday		A
16	1/16/2005	Sunday	A	
17	1/17/2005	Monday	A	
18	1/18/2005	Tuesday	A	
19	1/19/2005	Wednesday	A	
20	1/20/2005	Thursday	A	
21	1/21/2005	Friday		A
22	1/22/2005	Saturday		A
23	1/23/2005	Sunday	A	
24	1/24/2005	Monday	A	
25	1/25/2005	Tuesday	A	
26	1/26/2005	Wednesday	A	
27	1/27/2005	Thursday	A	
28	1/28/2005	Friday		A
29	1/29/2005	Saturday		A
30	1/30/2005	Sunday		A
31	1/31/2005	Monday	A	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

DOCUMENT "O"

PO #13 - STEADY TOUR - SUN,MON,(3RD SAT) RDO'S - 21 DAY CYCLE

No.	DATE	DAY	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday	A	B	
2	1/2/2005	Sunday			A B
3	1/3/2005	Monday			A B
4	1/4/2005	Tuesday	A	B	
5	1/5/2005	Wednesday	A	B	
6	1/6/2005	Thursday	A	B	
7	1/7/2005	Friday	A	B	
8	1/8/2005	Saturday	A	B	
9	1/9/2005	Sunday			A B
10	1/10/2005	Monday			A B
11	1/11/2005	Tuesday	A	B	
12	1/12/2005	Wednesday	A	B	
13	1/13/2005	Thursday	A	B	
14	1/14/2005	Friday	A	B	
15	1/15/2005	Saturday			A B
16	1/16/2005	Sunday			A B
17	1/17/2005	Monday			A B
18	1/18/2005	Tuesday	A	B	
19	1/19/2005	Wednesday	A	B	
20	1/20/2005	Thursday	A	B	
21	1/21/2005	Friday	A	B	
22	1/22/2005	Saturday	A	B	
23	1/23/2005	Sunday			A B
24	1/24/2005	Monday			A B
25	1/25/2005	Tuesday	A	B	
26	1/26/2005	Wednesday	A	B	
27	1/27/2005	Thursday	A	B	
28	1/28/2005	Friday	A	B	
29	1/29/2005	Saturday	A	B	
30	1/30/2005	Sunday			A B
31	1/31/2005	Monday			A B

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

PO #14 - DAY TOURS - FRI, SAT, (3RD SUN) RDO'S - 21 DAY CYCLE

No.	DATE	DAY	DAYS	RDO
1	1/1/2005	Saturday		A
2	1/2/2005	Sunday		A
3	1/3/2005	Monday	A	
4	1/4/2005	Tuesday	A	
5	1/5/2005	Wednesday	A	
6	1/6/2005	Thursday	A	
7	1/7/2005	Friday		A
8	1/8/2005	Saturday		A
9	1/9/2005	Sunday	A	
10	1/10/2005	Monday	A	
11	1/11/2005	Tuesday	A	
12	1/12/2005	Wednesday	A	
13	1/13/2005	Thursday	A	
14	1/14/2005	Friday		A
15	1/15/2005	Saturday		A
16	1/16/2005	Sunday	A	
17	1/17/2005	Monday	A	
18	1/18/2005	Tuesday	A	
19	1/19/2005	Wednesday	A	
20	1/20/2005	Thursday	A	
21	1/21/2005	Friday		A
22	1/22/2005	Saturday		A
23	1/23/2005	Sunday		A
24	1/24/2005	Monday	A	
25	1/25/2005	Tuesday	A	
26	1/26/2005	Wednesday	A	
27	1/27/2005	Thursday	A	
28	1/28/2005	Friday		A
29	1/29/2005	Saturday		A
30	1/30/2005	Sunday	A	
31	1/31/2005	Monday	A	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

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DOCUMENT "O"

FO #15 - STEADY TOUR - TUES,WED,(3RD THURS) RDO'S - 21 DAY CYCLE

No.	DATE	DAY	NIGHTS	RDO
1	1/1/2005	Saturday	A	
2	1/2/2005	Sunday	A	
3	1/3/2005	Monday	A	
4	1/4/2005	Tuesday		A
5	1/5/2005	Wednesday		A
6	1/6/2005	Thursday	A	
7	1/7/2005	Friday	A	
8	1/8/2005	Saturday	A	
9	1/9/2005	Sunday	A	
10	1/10/2005	Monday	A	
11	1/11/2005	Tuesday		A
12	1/12/2005	Wednesday		A
13	1/13/2005	Thursday		A
14	1/14/2005	Friday	A	
15	1/15/2005	Saturday	A	
16	1/16/2005	Sunday	A	
17	1/17/2005	Monday	A	
18	1/18/2005	Tuesday		A
19	1/19/2005	Wednesday		A
20	1/20/2005	Thursday	A	
21	1/21/2005	Friday	A	
22	1/22/2005	Saturday	A	
23	1/23/2005	Sunday	A	
24	1/24/2005	Monday	A	
25	1/25/2005	Tuesday		A
26	1/26/2005	Wednesday		A
27	1/27/2005	Thursday	A	
28	1/28/2005	Friday	A	
29	1/29/2005	Saturday	A	
30	1/30/2005	Sunday	A	
31	1/31/2005	Monday	A	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

PO #16 - DAY TOURS/AFTERNOON TOURS - STEADY DAYS OFF - 42 DAY CYCLE

POSITION	TOURS	RDO
A	DAY/AFTERNOON	SAT, SUN, (3RD FRI)
B	DAY/AFTERNOON	SUN, MON, (3RD TUES)
C	DAY/AFTERNOON	FRI, SAT, (3RD THURS

No.	DATE	DAY	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday		B	A C
2	1/2/2005	Sunday	C		A B
3	1/3/2005	Monday	C	A	B
4	1/4/2005	Tuesday	B C	A	
5	1/5/2005	Wednesday	B C	A	
6	1/6/2005	Thursday	B C	A	
7	1/7/2005	Friday	B	A	C
8	1/8/2005	Saturday	B		A C
9	1/9/2005	Sunday		C	A B
10	1/10/2005	Monday	A	C	B
11	1/11/2005	Tuesday	A	C	B
12	1/12/2005	Wednesday	A	B C	
13	1/13/2005	Thursday	A	B C	
14	1/14/2005	Friday		B	A C
15	1/15/2005	Saturday		B	A C
16	1/16/2005	Sunday	C		A B
17	1/17/2005	Monday	C	A	B
18	1/18/2005	Tuesday	B C	A	
19	1/19/2005	Wednesday	B C	A	
20	1/20/2005	Thursday	B	A	C
21	1/21/2005	Friday	B	A	C
22	1/22/2005	Saturday	B		A C
23	1/23/2005	Sunday		C	A B
24	1/24/2005	Monday	A	C	B
25	1/25/2005	Tuesday	A	B C	
26	1/26/2005	Wednesday	A	B C	
27	1/27/2005	Thursday	A	B C	
28	1/28/2005	Friday	A	B	C
29	1/29/2005	Saturday		B	A C
30	1/30/2005	Sunday	C		A B
31	1/31/2005	Monday	C	A	B

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement

DOCUMENT "O"

PO #17 - DAY TOURS/AFTERNOON TOURS - MANHATTAN CRIMINAL COURT 42 DAY CYCLE

POSTITION	TOURS	RDO
A	DAY	FRI,SAT,(3RD THURS
B	DAY/AFTERNOON	FRI,SAT,(3RD THURS
C	DAY	SUN,MON,(3RD TUES

No.	DATE	DAY	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday	C		A B
2	1/2/2005	Sunday	A	B	C
3	1/3/2005	Monday	A	B	C
4	1/4/2005	Tuesday	A C	B	
5	1/5/2005	Wednesday	A C	B	
6	1/6/2005	Thursday	C	B	A
7	1/7/2005	Friday	C		A B
8	1/8/2005	Saturday	C		A B
9	1/9/2005	Sunday	A B		C
10	1/10/2005	Monday	A B		C
11	1/11/2005	Tuesday	A B		C
12	1/12/2005	Wednesday	A B C		
13	1/13/2005	Thursday	A B C		
14	1/14/2005	Friday	C		A B
15	1/15/2005	Saturday	C		A B
16	1/16/2005	Sunday	A	B	C
17	1/17/2005	Monday	A	B	C
18	1/18/2005	Tuesday	A C	B	
19	1/19/2005	Wednesday	A C	B	
20	1/20/2005	Thursday	A C		B
21	1/21/2005	Friday	C		A B
22	1/22/2005	Saturday	C		A B
23	1/23/2005	Sunday	A B		C
24	1/24/2005	Monday	A B		C
25	1/25/2005	Tuesday	A B C		
26	1/26/2005	Wednesday	A B C		
27	1/27/2005	Thursday	B C		A
28	1/28/2005	Friday	C		A B
29	1/29/2005	Saturday	C		A B
30	1/30/2005	Sunday	A	B	C
31	1/31/2005	Monday	A	B	C

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year proceeding the posted year.

*As defined in Section XVI, 1, b of the Memorandum of Agreement.

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

DOCUMENT "O"

April 21, 1998

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
Englewood Cliffs, NJ 07632-1805

Dear Officer Danese,

This is to confirm that the work charts contained in Document "O" of the 1996-2003 Memorandum of Agreement are a continuation (i.e., same rotation) and updating of the work charts contained in Document "O" of the July 1991 through January 1996 Memorandum of Agreement and that no substantive change has otherwise been made to the work charts except for the changes agreed to by the parties, memorialized in the letter dated November 17, 1997 and incorporated in Document "O" of the Memorandum of Agreement (1996-2003).

Sincerely,

Joseph Morris
Deputy Inspector
Labor Relations Unit
Public Safety Department

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

Step 1 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.

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 temporarily 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 R

THE PORT AUTHORITY OF NY & NJ

Public Safety Department
Police Headquarters

One PATH Plaza
Jersey City, N.J. 07306

March 29, 1993

Police Officer Gaspar Danese,
President
Port Authority Police Benevolent
Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632-0607

RE: Clarification of Application of
PDI 2-6, Rule 3 and General
Rule and Regulation Section 9, Rule 3
to interviews of witnesses.

Dear Officer Danese,

This letter is intended to clarify the application of Section 9, Rule 3 of the Port Authority General 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 an officer 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 officer who is being called as a witness the officer shall be so advised of these facts which require his cooperation in an authorized investigation.

The PBA acknowledges that all Police Officers 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 Police Officer. The PBA further acknowledges that an officer 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 an officer who has been called as a witness, it appears that the matter under discussion may result in disciplinary action against the Police Officer 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,

Gerald R. Drasheff, Manager
Police Planning and Admin.

CONCURRED:

Gaspar Danese, President
Port Authority Police
Benevolent Association, Inc.

DATE: 04-01-93

THE PORT AUTHORITY OF NY & NJ

Public Safety Department
Police Headquarters

One PATH Plaza
Jersey City, N.J. 07306

DOCUMENT S

November 23, 1993

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632-0607

Dear Officer Danese,

In connection with interviews held pursuant to Document G of the Memorandum of Agreement wherein Police Officers are to be read Rule 3 or Rule 4, and in connection with waiver hearings held pursuant to Document H of the Memorandum of Agreement the parties agree:

1. a. The Port Authority shall provide Police Officers and the PBA with reasonable notice of an interview with a Police Officer where the Police Officer is to be read Rule 3 or Rule 4. At the time such notice is provided the PBA will be advised whether the Police Officer is to be read Rule 3 or Rule 4 so as to enable the PBA to arrange for appropriate representation.

   b. The PBA President shall be responsible for making arrangements for a PBA representative to be available at the interview on the scheduled date.

   c. The Police Officer has the option of using a representative designated by the PBA President to act as his/her personal representative or to utilize a person other than an individual designated by the PBA President.

   d. In the event the Police Officer elects to be represented by an individual other than a representative designated by the PBA President the PBA may elect to have a representative present at the interview as an observer only and the PBA representative shall have no right to participate therein. This limitation on participation at such interview shall not prevent the PBA from

filing objections pursuant to the Memorandum of Agreement prior or subsequent to the interview with respect to the interests of the PBA and the protection of same.

e. Only one Port Authority employee shall be excused from duty for purposes of representation of a Police Officer at such interviews. In those instances where the Police Officer elects to be represented by a member of the force other than an individual designated by the PBA President and the individual so selected requires excused time to appear at the interview the individual selected by the Police Officer 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 PBA President to appear at the interview the PBA 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 Police Officers and the PBA with reasonable notice of a scheduled waiver hearing.

b. The PBA President shall be responsible for making arrangements for a PBA representative to be available at the waiver hearing on the scheduled date.

c. The Police Officer has the option of using a representative designated by the PBA President to act as his/her personal representative or to utilize a person other than an individual designated by the PBA President.

d. In the event the Police Officer elects to be represented by an individual other than a representative designated by the PBA President the PBA may elect to have a representative present at the waiver hearing as an observer only and the PBA representative shall have no right to participate therein. This limitation on participation at the waiver hearing shall not prevent the PBA from filing objections

pursuant to the Memorandum of Agreement prior or subsequent to the waiver hearing with respect to the interests of the PBA and the protection of same

Only one Port Authority employee shall be excused from duty for purposes of representation of a Police Officer in connection with a waiver hearing. In those instances where the Police Officer elects to be represented by a member of the force other then an individual designated by the PBA President and the individual so selected requires excused time to appear at the waiver hearing the individual selected by the Police Officer 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 PBA President to appear at the waiver hearing the PBA 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 on signed copy to my office.

Sincerely,

Gerald R. Drasheff, Manager
Police Planning and
Administration

Concurred:

Gaspar Danese

Date: 11-23-93

Police Officer Gaspar Danese, President
Port Authority Police Benevolent
Association, Inc.

DOCUMENT T

TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: March 3, 1965
SUBJECT: STAND-BY TIME, CALL-INS, AND CARFARE ALLOWANCES

COPIES: 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 works 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.

Harvey Sherman
Acting Personnel Director

Office of the Executive Director

The Port Authority
of New York and New Jersey

PAI 20-3.10
Revised August 24, 1972

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 1/22/9
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 1/22/9

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

ATTACHMEN

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 April 03

Joseph J. Seymour
Executive Director

Attachment

LONG-TERM DISABILITY (LTD) PROGRAM
Police Benevolent Association Inc. (PBA)

INTRODUCTION

This booklet provides a description of many aspects of the Long-Term Disability (LTD) Program. It is not an all-inclusive description, nor does it constitute a contract and it is subject to change at any time. Effective July 3, 1983 the LTD program was extended to employees represented for collective negotiations by the Port Authority Police Benevolent Association, Inc. in a Memorandum of Agreement executed on December 1, 1983. Any statements herein notwithstanding, the provisions of insurance policies or contracts, relevant state and federal laws or regulations, Port Authority resolutions, instructions, or other policy statements, all of which are subject to change from time to time, govern in all cases.

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 Police Officer. 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 on July 7, 1998, an active Police Officer 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.

09-07-04

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 and pay any required premiums. 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.

09-07-04

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, 61S, One World Trade Center, 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 Police Officer 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.

09-07-04

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.

09-07-04

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Commissioners
William J. Ronan, Chairman
W. Paul Stillman, Vice Chairman
Andrew C. Axtell
George F. Berlinger
Robert R. Douglass
Jerry Finkelstein
Milton A. Gilbert
James G. Hellmuth
James C. Kellogg, III
Gustave L. Levy
Alan Sagner
Victor R. Yanitelli, S.J.

A. Gerdes Kuhbach
Executive Director

(212) 466-7271
(201) 622-6600 x7271

October 7, 1974

Mr. Dominick Evangelista, President
Port Authority Police
Benevolent Association
P. O. Box 120
Times Square Station
New York, New York 10036

Dear Mr. Evangelista:

Pursuant to your request, please be assured that the Port Authority has no current plans to civilianize any major police function during the term of the Memorandum of Agreement executed by the Port Authority and the Police Benevolent Association in October, 1974 other than the police functions we have already discussed, i.e., the replacement of police by non-police employees on the catwalks at the Holland and Lincoln Tunnels including posts numbered 53 and 56 at the Holland Tunnel, and the emergency garages at our tunnel and bridges facilities.

Sincerely,

Robert F. Bennett
Special Assistant to
the Executive Director

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Commissioners
William J. Ronan, Chairman
W. Paul Stillman, Vice Chairman
Andrew C. Axtell
George F. Berlinger
Robert R. Douglass
Jerry Finkelstein
Milton A. Gilbert
James G. Hellmuth
James C. Kellogg, III
Gustave L. Levy
Alan Sagner
Victor R. Yanitelli, S.J.

A. Gerdes Kuhbach
Executive Director
(212) 466-7271
(201) 622-6600 x7271

October 18, 1974

Mr. Gennaro Aprile, President
Port Authority Police Sergeants
Benevolent Association, Inc.
P. O. Box 436
Church Street Station
New York, New York 10008

Mr. Dominick Evangelista, President
Port Authority Police Benevolent
Association, Inc.
P. O. Box 120
Times Square Station
New York, New York 10036

Gentlemen:

After a meeting with you and your attorney, Mr. Alfred Osterweil, held in May of this year, I decided in order to facilitate the negotiation of your agreements to assign Mr. Walter Lee and Mr. Robert Bennett to handle these negotiations on behalf of the Port Authority. Throughout the negotiations Mr. Lee and Mr. Bennett have kept me fully advised of their discussions with you, which led to an economic settlement in June, 1974 and an agreement on specific language for the Memoranda of Agreement on Monday, October 14.

Mr. Bennett now advises me of your concern with possible additional civilianization of police posts. Please let me assure you that the Port Authority has neither current plans, nor do I intend to approve any future plans, to civilianize any major police function during the term of the Memoranda of Agreement, other than the police functions already discussed. Those functions are the catwalks at the Holland and Lincoln Tunnels including posts 53 and 56 at the Holland Tunnel, and the emergency garages at the tunnel and bridge facilities.

It is also my understanding and I am gratified that during the course of the negotiations leading to the execution of the Memoranda of Agreement, the PBA and SBA have agreed to cooperate fully in the implementation of this program.

Sincerely,

A. Gerdes Kuhbach

A. Gerdes Kuhbach
Executive Director

THE PORT AUTHORITY OF NY & NJ

October 18, 1974

Sgt. Gennaro Aprile, President
Port Authority Police Sergeants
Benevolent Association
P. O. Box 436
Church Street Station
New York, New York 10008

Mr. Dominick Evangelista, President
Port Authority Police
Benevolent Association
P. O. Box 120
Times Square Station
New York, New York 10036

Gentlemen:

In response to your questions, please be advised that non-police personnel employed at tunnel and bridge facilities shall not wear the same uniforms as police officers, shall not utilize the police locker rooms, shall stand roll call separate and apart from police officers, and such personnel shall not be required to operate marked police cars.

Sincerely,

Walter Lee
Superintendent of Police

THE PORT AUTHORITY

New York, N.Y. 10048

Commissioners
William J. Ronan, Chairman
W. Paul Stillman, Vice Chairman
Andrew C. Axtell
George F. Berlinger
Robert R. Douglass
Milton A. Gilbert
James G. Hellmuth
James C. Kellogg, III
Gustave L. Levy
Matthew Nimetz
Alan Sagner
Victor R. Yanitelli, S.J.

Daniel L. Kurshan
Director of Administration
(212) 466-7207

September 19, 1975

Mr. Dom Evangelista, President
Port Authority Police Benevolent
Association, Inc.
P.O. Box 120, Times Square Station
New York, New York 10036

Dear Mr. Evangelista:

This is to confirm Mr. Duffy's oral advice to you that the Port Authority has undertaken to provide probationary police officers with accidental death and disability benefits equivalent to those provided to police officers who are enrolled in the New York State Policemen's and Firemen's Retirement System.

The benefits provided are briefly summarized in the attachment to this letter.

Sincerely,

D Kurshan

Enclosure

ACCIDENTAL DEATH AND DISABILITY BENEFIT FOR PROBATIONARY POLICE OFFICERS

ACCIDENTAL DEATH BENEFIT

Eligibility: If cause of death is the natural and proximate result of an accident sustained in the performance of duty in Port Authority police service and is not caused by the willful negligence of the police officer.

Benefit: One-half (1/2) Final Average Salary, reduced by any lump sum or concurrent Workmen's Compensation benefit.

Beneficiary Priority:

1. Widow (if living) during her widowhood.
2. Child, or children, under 18 until age 18, surviving after widow's death or remarriage (or as survivors of police officer if there is no widow).
3. If no surviving widow or child, police officer's dependent mother or father, for life.

ACCIDENTAL DISABILITY BENEFIT

Eligibility: If physically or mentally incapacitated for performance of duty as the natural and proximate result of an accident sustained in the performance of Port Authority police service not caused by the willful negligence of the police officer.

Benefit: Three-quarters (3/4) Final Average Salary, reduced by any lump sum or concurrent Workmen's Compensation benefit.

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Law Department

Patrick J. Falvey
General Counsel
Francis A. Mulhern
Deputy General Counsel
Joseph Lesser
Assistant General Counsel

Finance Division

Michael S. Zarin, Chief
John F. Duffy, Deputy Chief

Attorneys

Jeffrey S. Green
Lawrence S. Holrichter
Lawrence S. Cumberbatch

April 23, 1976

Alfred A. Osterweil, Esq.
Osterweil and LeBeau
Ferry Plaza Building
Edgewater, New Jersey 07020

Dear Mr. Osterweil:

Pursuant to our recent telephone conversation, please be advised that under the new Port Authority Labor Relations Instruction an allegation that the Authority has, during the period covered by an agreement with an employee organization, unilaterally changed the terms and conditions of employment of employees which are not specifically spelled out in the agreement, would be a proper subject of an improper practice charge for processing by the Panel under clause (d) of Paragraph A. of Section XI of the Instruction.

Sincerely,

John F. Duffy

John F. Duffy

cc: Edward Meskin

Writer's direct dial telephone.
466-8724

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Commissioners
William J. Ronan, Chairman
W. Paul Stillman, Vice Chairman
Andrew C. Axtell
Joseph F. Cullman 3rd
Robert R. Douglass
Milton A. Gilbert
James G. Hellmuth
James C. Kellogg, III
Gustave L. Levy
Matthew Nimetz
Alan Sagner
Victor R. Yanitelli, S.J.

A. Gerdes Kuhbach
Executive Director
(212) 466-7271
(201) 622-6600 x7271

October 28, 1976

Mr. Dominick Evangelista, President
Port Authority Police Benevolent
Association, Inc.
P. O. Box 120
Times Square Station
New York, New York 10036

Dear Mr. Evangelista:

Pursuant to your request, please let me assure you that the Port Authority has no current plans to civilianize any major police function during the terms of the 1976-1978 Memoranda of Agreement.

The ongoing civilianization programs for the catwalks at the Holland and Lincoln Tunnels including Post 53 and 56 at the Holland Tunnel and the emergency garages at the tunnel and bridge facilities are expected to be completed before July, 1978. As you know, during the course of implementation we will be appointing civilian personnel to supervise the activities of non-law enforcement facility employees. Our plans for this restructuring of facility supervisory functions do not, of course, in any way entail the separation or demotion of any members of the Police Force.

Sincerely,

A. Gerdes Kuhbach

A. Gerdes Kuhbach
Executive Director

Memorandum

Refer To	Date	Note
Return To		File

To: All Facility Commanding Officers
From: John S. Giovanni
Date: September 29, 1981
Subject: TOUR COMMANDER DISCRETION - TWO-MAN PATROLS

Reference:

Copy To:

Tour Commanders at Port Authority facilities have in the past exercised their discretion to team up police officers on patrol. It is the intention of the Port Authority Police Division to continue to allow Tour Commanders to team up police officers when, in the judgment of the Tour Commander, it is warranted by a legitimate concern for the officer's safety.

Commanding Officers should discuss this matter with their police supervisors so they understand the applicability of this practice at their respective commands

John S. Giovanni
Superintendent of Police

One World Trade Center
New York, N.Y. 10048

Francis J. Fahey
General Counsel and
Assistant Executive Director
(212) 466-7691
(212) 622-6610 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

1/13/94

This letter is not subject to the grievance-arbitration procedure of the Memorandum of Agreement

THE PORT AUTHORITY OF NY & NJ

One PATH Plaza
Jersey City N J 07306

Executive Director

Superintendent of Police

December 1, 1983

Mr. Dominick Evangelista
President, Port Authority Police
Benevolent Association, Inc.
220 Bridge Plaza South
Fort Lee, New Jersey 07024

Dear Officer Evangelista:

To enhance Police Officer safety at certain critical locations within the PATH system, effective with the execution of the Memorandum of Agreement, the post assignments for the Newark Station shall be modified to provide two Police Officer patrol at Newark Station from 1900 hours to 0700 hours, seven days a week. The practice which has been in place for the uptown line wherein a second Police Officer is teamed with the Police Officer assigned to the 33rd Street Station shall continue from 1900 hours to 0700 hours, seven days a week. These assignments and this practice will be continued during the term of this Memorandum of Agreement.

To provide sufficient back up capability for response involving Police Officer safety at Port Newark, the following policies will be maintained during the term of this Memorandum of Agreement dated July 3, 1983:

1. All present roll call positions shall be filled for the following day at the time of roll call preparation (approximately one hour prior to end of tour) for 7:00 a.m. x 3:00 p.m. Saturday and Sunday tours.

2. All present roll call positions shall be filled for the following day at the time of roll call preparation (approximately one hour prior to end of tour) for all 3:00 p.m. x 11:00 p.m. and all 11:00 p.m. x 7:00 a.m. tours.

3. Deficiencies occurring after the time of roll call preparation on the tours set forth in paragraphs 1 and 2 above shall be filled at the discretion of the Tour Commander.

4. No more than one deficiency will be permitted with respect to all present roll call positions, Monday-Friday on the 7:00 a.m. x 3:00 p.m. tour, and this deficiency shall be filled at the discretion of the Tour Commander.

Sincerely,

John S. Giovanni
Superintendent of Police

AAA Case #1330-1926-85

Based upon the representation by the Superintendent of Police that he will issue name plates to Police Officers of the type previously issued to Police Supervisors but he will not do so prior to December 1, 1986, and based further on the representation of the Superintendent of Police that all Police Officers who have not yet received an "Aggressor" overcoat from the Port Authority at no cost to the Officer will receive an "Aggressor " overcoat from the Port Authority at no cost to the Officer no later than September 1, 1988, and based further on the representation of the Superintendent of Police that he shall order said "Aggressor" overcoat within one week and shall make every good faith effort to secure said "Aggressor" overcoats prior to September 1, 1988, and based further on an agreement between the parties that during the term of the Memorandum of Agreement to commence July 28, 1985, Police Officers, permanently assigned to a facility police command will not be transferred nor reassigned by virtue of the assignment to such facility police command of probationary Police Officer(s), the above noted grievance is withdrawn.

7/24/86 /s/ Henry DeGeneste
For the P.A.

7/24/86 /s/ Dom Evangelista
For the PBA

April 26, 1988

Mr. Donald Whitmore, President
Port Authority Police Benevolent
Association, Inc.
220 Bridge Plaza South, 2nd Floor
Fort Lee, New Jersey 07024

Dear Mr. Whitmore:

In response to your request for information as to the differences between the Group Health Insurance in effect for managerial employees as of July 3, 1983, and that in effect for managerial employees as of July 26, 1987, please be advised that the latter generally provides the following additional elements:

- coverage for both out-patient and in-patient treatment of drug dependency on the same basis as provided for alcohol dependency

- the lifetime major medical maxiumum has been increased to one million dollars.

Sincerely,

Dwight D. Darcy, Manager
Labor Relations Division

THE PORT AUTHORITY OF NY & NJ

Police Division
One PATH Plaza
Jersey City, N.J. 07306

June 12, 1989

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
220 Bridge Plaza South
Fort Lee, New Jersey 07024

RE: Mobility Assignments

Dear Officer Danese,

This will confirm the terms of an agreement between the Port Authority Police Benevolent Association, Inc. (PBA) and the Port Authority concerning the applicability of certain provisions of the Memorandum of Agreement between the parties to Police Officers selected by the Superintendent of Police to participate in mobility assignments to other law enforcement or criminal justice agencies.

1. Such assignments will have a beginning date and an approximate date for conclusion, unless an extension is authorized by the Superintendent of Police, or unless the Police Officers involved wish to terminate their participation at any time.

2. Strict confidentiality regarding the identity of the participants will be maintained when the nature of the assignment requires it ~~where appropriate~~.

3. Upon conclusion of the assignment, the Police Officers selected will return to their former facility, squad and/or position

4. Individuals selected for such mobility assignments will be assigned work schedules consistent with the operating requirements of the agency to which they are assigned. Tours of Duty, and RDOs will be subject to change, and the officers may be assigned starting times other than those provided for in the Memorandum of Agreement, based upon such operating requirements. The PBA waives the payment of Schedule Change Premium in connection with such changes and will permit a Police Officer to work on a day which is considered a regular day off without the payment of overtime or other premiums so long as another day off is scheduled in place of that work day. Provided, however, that a Police Officer assigned to a Mobility Assignment will receive the requisite number of RDOs in a calendar year as set forth in the Memorandum of Agreement and in the event he receives fewer than the requisite number of RDOs, he will be paid at his overtime rate for each such RDO

5. All other provisions of the Memorandum of Agreement will apply to the Police Officers participating in such Mobility Assignments.

Please indicate your concurrence with respect to this understanding by signing below and returning a signed copy to me.

Sincerely,

Gerald R. Drasheff, Manager
Police Planning and
Administration

Concurred:

Gus Danese, President
Port Authority Police
Benevolent Association

Date: 6-16-89

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Law Department

Patrick J. Falvey
General Counsel

Philip A. Maurer, Chief
Employment and Labor Law
(212) 435-6205
(201) 961-6600 x6205

December 6, 1991

Mr. Bing Markee, President
Port Authority Police Benevolent
Association, Inc.
220 Bridge Plaza South, 2nd Floor
Fort Lee, New Jersey 07024

Re: July 23, 1989 - July 20, 1991 Memorandum of Agreement between The Port Authority of New York and New Jersey and the Port Authority Police Benevolent Association, Inc.

Dear Mr. Markee:

The Port Authority of New York and New Jersey (Port Authority) and the Port Authority Police Benevolent Association, Inc. (PBA) hereby agree that the disputes covered by the following grievances and related demands for arbitration shall be submitted to the exclusive jurisdiction of the Port Authority Employment Relations Panel and subject to applicable standards to be determined by the Panel:

12P-85/1330 1925 85
27P-85/1330 0014 87[1]
28P-85
6P-86/1330 0015 87
11P-86/1330 0018 88
24P-86
6P-87/1330 0362 87
7P-87/1330 0668 88
6P-88/1330 1481 88
11P-88
19P-88/1330 1478 88
35P-88/1330 0124 89
36P-88/1330 0123 89
1P-89/1330 1034 89
2P-89/1330 1035 89
4P-89/1330 1037 89

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[1]With respect to 27P-85/1330 0014 87 only that portion thereof which was remanded by the court back to the arbitrator shall be submitted to the exclusive jurisdiction of the Port Authority Employment Relations Panel.

5P-89/1330 1038 89
6P-89/1330 1039 89
21P-89/1330 1416 89
22P-90/1330 1588 90

It is further agreed that if there are any other PBA grievances related to unit work which are in the grievance-arbitration process and which have not been listed above, then those grievances and related demands for arbitration shall also be submitted to the exclusive jurisdiction of the Panel and subject to applicable standards to be determined by the Panel.

It is further agreed that the Port Authority shall not raise before the Panel the affirmative defense of timeliness in connection with any of the aforementioned matters or in connection with any other unit work dispute which has been raised by the PBA in the informal grievance resolution meeting process as reflected in the Port Authority minutes of those meetings or as otherwise can be documented by the Port Authority.

It is further agreed that the reference to Section XXVIII in the form of grievance 31P-84 is a nullity, that that grievance and grievances 9P-89, 11P-90, and 23P-90 do not deal with unit work and that the PBA shall not raise unit work in any way in the arbitrations of those grievances.

It is further agreed that neither party shall seek to confirm or enforce the Arbitration Awards in American Arbitration Association Cases Nos. 1330 1925 85 or 1330 0362 87.

Sincerely,

Dwight D. Darcy, Manager
Labor Relations Division

Concur: Bing Markee
Bing Markee, President
Port Authority Police
Benevolent Association, Inc.

Date: 12/6/91

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Law Department

Patrick J. Falvey
General Counsel

Philip A. Maurer, Chief
Employment and Labor L
(212) 435-6205
(201) 961-6600 x6205

December 6, 1991

Mr. Bing Markee, President
Port Authority Police Benevolent
Association, Inc.
220 Bridge Plaza South, 2nd fl.
Fort Lee, New Jersey 07024

Dear Mr. Markee:

The parties hereby acknowledge that Section XVI(1)(c)(iii) of the July 23, 1989 to July 20, 1991 Memorandum of Agreement in no way alters the meaning or continuing effectiveness of Section XIX (8), (9) or (10) of the Memorandum of Agreement or the Arbitration Award in American Arbitration Association Case No. 1330 0009 87.

Very truly yours,

Dwight D. Darcy
Manager
Labor Relations Division

Concur:

Bing Markee
Bing Markee, President
Port Authority Police Benevolent
Association, Inc.

Date: 12/6/91

THE PORT AUTHORITY OF NY & NJ

Public Safety Department
Police Headquarters

One PATH Plaza
Jersey City, N.J. 07306

October 16, 1992

Lieutenant Louis Echavarria, Jr.
President, Port Authority Police
Superior Officers Association

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

November 9, 1993

It is agreed by the Port Authority and the PBA that:

1. The deletion of Paragraph 1 of Section XVII of the July, 1989-July, 1991 Memorandum of Agreement between the parties, from the July 1991-January 1996 Memorandum of Agreement between the parties is without prejudice to any argument which the PBA may make concerning said Paragraph, including that it is presently applicable.

2. There is no significance in the increase of official police holidays from thirteen to fourteen other than the increase itself in Paragraph 3 of Section XVII.

3. The absence of the term "notwithstanding the foregoing" from the Paragraph 3 of Section XVII of the Memorandum of Agreement between the parties executed on April 27, 1988 is without prejudice to any argument which the PBA may make concerning the interpretation of such Paragraph 3.

11/9/93

Gaspar Danese, President PBA

Dwight D. Darcy, Manager
Labor Relations Division

THE PORT AUTHORITY OF NY & NJ

Police Division
One PATH Plaza
Jersey City, N.J. 07306

October 20, 1989

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
220 Bridge Plaza South
Fort Lee, New Jersey 07024

Dear Officer Danese,

Upon execution, this letter agreement will be part of the current Memorandum of Agreement between the Port Authority and the Port Authority Police Benevolent Association, Inc., and the successor Memorandum of Agreement. It sets forth the current agreement between the parties on matters concerning the participation of Police Officers assigned to the current K-9 program and any expansion thereof. Unless otherwise indicated below, all provisions of the Memorandum of Agreement shall be applicable to Police Officers who are assigned to the K-9 Program.

1. The criteria to be used in selecting Police Officers for participation in the K-9 Special Detail shall be as set forth in the attached "Notice of Specialized Training and Selection Criteria for Police Officers" - "Handlers for K-9 Police Patrol".

2. A kennel will be provided at the facility which the Police Officer is assigned to work with the dog which shall be used to house the dog during the Police Officer's meal and relief periods, arrest or court time or other occasions when the Police Officer and dog are not working together. Additionally, full time kennel service will be provided on request for the Police Officer's vacation or other authorized absence.

3. A backyard fence enclosed kennel or approved substitute will be provided for use at the home of each Police Officer on request. The Police Officer will, on reasonable notice, permit reasonable access to the kennel by supervisors assigned responsibility for supervision or coordination of the K-9 program for the purpose of kennel inspection.

   Each Police Officer will be provided with a kennel for use in the vehicle which the Police Officer uses to transport the dog to and from work.

The Port Authority will provide necessary extermination services related to the housing of the dog for the home and kennel of each Police Officer at its expense. Requests for such services are subject to approval by the Port Authority. Such approval shall not be unreasonably withheld.

4. The Port Authority will provide all dog food and food supplements necessary to maintain the dog.

5. The Port Authority will provide for veterinarian services for the pre-screening examination and ongoing care of the dog. In the event of a need for emergency care, a licensed veterinarian in the vicinity of the Police Officer's home may be used. The actual cost of the service will be reimbursed by the Port Authority. The final determination with respect to non-emergency veterinarian services to be rendered shall be made by the Port Authority.

   Police Officers will be responsible for transporting their dogs to and from the veterinarian as long as they are physically able to do so.

6. Police Officers assigned to the K-9 Special Detail are required to house the dogs in their own homes. The dogs are Port Authority property. However, keeping a dog in the home does not affect the off duty status of a Police Officer.

7. Police Officers assigned to the K-9 Special Detail are covered under Sections LII and LIII of the Memorandum of Agreement, entitled "Indemnification and Defense against Civil Liability" and "Non-Civil Charges or complaints", respectively. The application of Sections LII and LIII of the Memorandum of Agreement are not limited to activities occurring while the police employee is actually on duty or performing services for which he is being compensated by the Port Authority, provided that the activities are otherwise covered under that provision.

8. The Port Authority will provide appropriate periodic In-Service Training, for the K-9 teams on an annual basis. Such training currently consists of monthly refreshers.

9. Police Officers assigned to the K-9 Special Detail will be allowed to work overtime in accordance with local facility equalization procedures. The Police Officers will be permitted to work overtime with the dog, or the dog can be placed in the facility kennel, if appropriate.

10. No Police Officer currently working a facility chart will be displaced by another Police Officer accepting the K-9 Special Detail. Replacement will occur by attrition.

11. All equipment or supplies required by the Port Authority for working or maintaining the assigned dog will be provided by the Port Authority.

Police Officers assigned to the K-9 Special Detail will be permitted to wear utility uniforms when working a tour with the dog. Such uniforms will be issued and maintained as part of the Port Authority Uniform Service program, at no cost to the Police Officer.

12. If a K-9 handler's dog dies, that Police Officer will be the first individual offered to be assigned another dog and the first individual scheduled for training at the next training program which Port Authority Police are scheduled to attend.

13. In the event a Police Officer who has been a K-9 handler for two years or more separates from service in good standing, is promoted, or is transferred to or accepts a position at a Command where the Port Authority determines the use of a K-9 to be inappropriate, the Police Officer will be given ownership of the dog as a pet, subject to the following conditions precedent:

    - The Port Authority may refuse to permit the officer to keep the dog as a pet upon the recommendation of the police supervisor assigned overall responsibility for the K-9 program. A Police Officer who requests in writing the reason(s) he or she was not permitted to keep the dog as a pet shall be responded to in writing within fourteen (14) days setting forth the reasons for such denial by the party making the decision.

    - Prior to the transfer of ownership of the dog, the Police Officer shall be required to execute the "K-9 Indemnification Agreement" annexed hereto. The Port Authority retains the right, in its absolute discretion, to modify subsequent "K-9 Indemnification Agreements" at any time. In the event the Port Authority modifies the "K-9 Indemnification Agreement" annexed hereto a copy will be provided to the PBA and deemed annexed to this agreement.

14. Police Commands with permanently assigned K-9 teams will each have a vehicle dedicated to the K-9 program. The use of such vehicle shall be restricted to uses associated with the K-9 Special Detail, except in cases of an emergency.

15. Incumbent K-9 handlers shall be permitted to remain in their current work chart selections and are free to bid on future workcharts consistent with the Memorandum of Agreement.

Police Officers selected for the K-9 Special Detail hereafter will, upon completion of training, return to their previous work chart position, subject to the following restrictions

a. The Police Officer may be required to accept assignment to a different work chart position upon completion of training, if such requirement was set forth in the posted notice for K-9 training.

b. The Police Officer may be removed from another Special Detail or denied the opportunity to apply for a Special Detail or training related thereto, or a Preferred Assignment where the responsibilities of such Special Detail or Preferred Assignment are determined by the Port Authority to be incompatible with the responsibilities of the K-9 Special Detail, provided such limitations are set forth in the posted announcement for the K-9 Special Detail, other Special Detail or Preferred Assignment or the posting of the training opportunity and provided further that a Police Officer who has been in the K-9 Special Detail for two or more years and who is denied an opportunity as set forth herein may make an election between remaining in the K-9 Detail and the offered Special Detail, training opportunity or Preferred Assignment.

16. Police Officers assigned to the K-9 Special Detail may be assigned to any roll call position on a tour which the Commanding Officer deems appropriate for the use of a K-9 provided that such assignment does not violate the right of the K-9 handler or any other Police Officer to a particular roll call position under the provisions of the Memorandum of Agreement pertaining to Special Details and Preferred Assignments, subject to the provisions of paragraph 15 above.

17. For any time during the period from April 15, 1986 to October 29, 1989 Police Officers who were assigned to the K-9 Special Detail shall, for each day their dogs were not housed in full time kennels, receive a total payment of 2 1/2 hours pay per day at applicable straight time rates. Such payments to be made no later than December 1, 1989.

18. Effective October 29, 1989 Police Officers assigned to the K-9 Special Detail shall be entitled to the following in addition to all other payments which they are otherwise entitled under the Memorandum of Agreement:

a. On any regularly scheduled tour of duty that the Police Officer reports for duty with and is available to work with the dog the Police Officer will be excused from duty one hour at the end of the tour to provide time for the care, feeding and transportation of the dog. If, consistent with Port Authority policy the Police Officer is required to work through that hour the Police Officer shall be excused from duty for one hour at the start of his or her next regularly scheduled tour of duty.

This excused hour at the start of the officers next regularly scheduled tour of duty may only be canceled by the Superintendent of Police. Under no circumstances shall this time off be converted to any other form of time off or paid time at either straight time or overtime rates but if canceled by the Superintendent of Police shall be taken as excused time at the start of the officers next regularly scheduled tour of duty.

b. On any regularly scheduled tour of duty that a Police Officer reports for duty with and is available to work with the dog, the officer shall be reimbursed for mileage and tolls to and from his home to his assigned facility at the rates provided for in the Memorandum of Agreement. For purposes of this provision "home" shall be the address of record last provided by the Police Officer in accordance with Port Authority procedures as set forth in PAI 20-2.13, Employee Personal Status change.

c. A Police Officer who reports for duty with and is available to work with the dog on an RDOX or VACX shall not be excused from duty one hour at the end of the RDOX or VACX with the dog but shall be excused for one hour at the start of his or her next regularly scheduled tour of duty. This excused hour at the start of the Police Officer's next regularly scheduled tour of duty may only be canceled by the Superintendent of Police. Under no circumstances shall this time off be converted to any other form of time off or paid time at either straight time or overtime rates but if canceled by the Superintendent of Police shall be taken as excused time at the start of the officers next regularly scheduled tour of duty. A Police Officer who reports for duty and is available to work with his/her dog on an RDOX or VACX shall not receive the payment provided for in d. below.

d. For each day other then a regularly scheduled work day, provided the Police officer has not worked an RDOX or VACX with the dog, on such day, and on those regularly scheduled work days that a Police Officer either does not report for work with his/her dog or the dog is not available to work due either to the incapacity of the dog or by virtue of an authorized absence of the Police Officer and provided that the Police Officer's dog is not housed in a full time kennel on such day, the Police Officer shall receive a payment of $5.00.

19. In the event the Port Authority elects to discontinue the K-9 program prior to January 1, 1991 those officers who would have been entitled to payment under Paragraph 17 of this letter agreement will continue to be afforded excused time in accordance with paragraph 18 a. of this letter agreement until January 1, 1991.

Sincerely,

Gerald R. Drasheff, Manager
Police Planning and
Administration

Agreed to:

Gus Danese, President
Port Authority Police Benevolent
Association, Inc.

THE PORT AUTHORITY OF NY & NJ

FRED V. MORRONE
DIRECTOR, PUBLIC SAFETY DEPARTMENT
SUPERINTENDENT OF POLICE

JOURNAL SQUARE TRANSPORTATION CENTER
ONE PATH PLAZA - 2ND FLOOR
JERSEY CITY NJ 07306-2905

(201) 216-6826

March 17, 1997

Police Officer Gaspar J. Danese
President, Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632-1805

Re: Explosive Detection Team Special Detail Training

Dear Officer Danese:

Explosive Detection Canines have proven to be a valuable tool to the law enforcement community in dealing with the threat of terrorist acts utilizing explosive devices. The Port Authority of New York and New Jersey (hereinafter, "PA") has made the determination to embark on a program using explosive detection teams consisting of one handler and one Explosive Detection Canine at our facilities. Upon execution, this letter agreement will be part of the current Memorandum of Agreement between the PA and the Port Authority Police Benevolent Association, Inc. (hereinafter, "PBA"), and the successor Memorandum of Agreement. It sets forth the agreement between the parties on matters concerning Police Officers assigned to the Explosive Detection Team (hereinafter, "EDT") canine program. Unless otherwise indicated below, all provisions of the Memorandum of Agreement shall be applicable to Police Officers who are assigned to the EDT Program.

The program initiated by the PA which commenced on or about October 23, 1996, will encompass the following elements agreed to by the PA and the PBA:

A. Police Officers will be selected in accordance with the criteria set forth in the attached training announcement for training as members of the EDT Special Detail. The PA retains the right to modify the criteria for selection in subsequent announcements as needed.

B. Police Officers selected for this training will be trained in the use of Explosive Detection Canines and approved equipment and procedures relevant to the detection and identification of explosive devices under a variety of different scenarios and in a variety of settings.

C. Police Officers selected for this training shall be assigned to the CPP during the training period, and upon successfully completing this training will remain assigned to the CPP where they will be subject to daily assignment to various facilities. Police Officers assigned to this Special Detail will be assigned to work various facilities with an assigned Explosive Detection Canine. These assignments will also be used to familiarize the canine with the various environments under which searches may be made.

D. On any given scheduled tour, Police Officers assigned to the EDT Special Detail may, in addition to working with their primary canine, be required to provide maintenance training to other Explosive Detection Canines to insure proper feeding and the maintenance of the proficiency of all Explosive Detection Canines.

E. Police Officers assigned to this Special Detail may utilize their personal vehicles, in which event said Police Officers shall be reimbursed for vehicle cleaning, in addition to mileage and tolls to and from their residence to their daily assignments at various facilities at the rates provided for in the MOA on any regularly scheduled tour of duty that the Police Officers report for duty with and are available to work with their canines.

F. Police Officers assigned to the EDT Special Detail are required to house the canines at their residence. All dogs not the property of the FAA are PA property. Keeping a dog in the home does not affect the off-duty status of a Police Officer.

G. The PA has sole discretion to determine whether to require Police Officer EDTs to be on on-call status. If the PA determines that Police Officer EDTs will be on on-call status, then on or before the first day of each calendar month, the PA will post the on-call schedule for the following calendar month for the Police Officer EDTs who will be on-call for that month. The PA will make reasonable efforts to equitably distribute on-call assignments among all members of the EDT Special Detail, with a maximum of three Police Officer EDTs scheduled on-call each day. On-call tours shall be limited to the eight hours preceding the Police Officer's regularly scheduled tour of duty. Police Officer EDTs will be required to report in when ordered from on-call status, except that Police Officers shall not be scheduled on-call during an RDO or vacation day. Each Police Officer scheduled on on-call status shall receive one hour of pay at his applicable overtime rate for each such on-call tour. Each Police Officer required to be on on-call status will be provided with a pager provided by the Port Authority.

H. Each Police Officer assigned to the EDT Special Detail shall receive an additional stipend for each RDO and vacation day the said Police Officer has not worked and on those regularly scheduled work days that he has not reported for work with his canine or the canine was not available to work due either to the incapacity of the canine or by virtue of an authorized absence of the Police Officer provided that the Police Officer's canine is housed at the Police Officer's residence. Said additional stipend shall be $7.00 per day.

I. Police Officers assigned to the EDT Special Detail who are required to report to duty on an occasion other than their regularly scheduled tour of duty shall be entitled to the payment of overtime commencing with the actual time he reports for duty.

J. The PA will provide In-Service Training for the Explosive Detection Teams as deemed appropriate by the PA.

K. Police Officers selected for the EDT training shall be required to work the schedule required by the FAA or the PA for the duration of the training program. Contract provisions related to Schedule Change Premium and changes to RDO's are waived with respect to this training. Travel expenses and costs incurred by Police Officers assigned to this training shall be paid consistent with past practice.

L. In the event an Explosive Detection Canine dies, the Police Officer assigned to such canine will be first to be assigned another canine and first to be scheduled for training at the next training program of Explosive Detection Canines which PA Police are scheduled to attend.

M. Police Officers who are assigned to the EDT Special Detail may be removed from a Special Detail and/or may be denied the opportunity to apply for another Special Detail or training related thereto, or a Preferred Assignment where the responsibilities of such Special Detail or Preferred Assignment are determined by the PA to be incompatible with the responsibilities of the EDT Special Detail, provided such limitations are set forth in the posted announcement for the EDT Special Detail, other Special Detail or Preferred Assignment or the posting of the training opportunity and provided further that a Police Officer who has been in the EDT Special Detail for three or more years and who is denied an opportunity set forth herein, may elect to remain in the EDT Special Detail or the offered Special Detail, training opportunity or Preferred Assignment.

N. In the event a Police Officer who has completed the training program for the EDT Special Detail is approved to leave that Detail, and a Police Officer who has been in the EDT Special Detail for three (3) or more years, thus having the right to leave the program, will each have full retreat rights to his former Police Facility Command, including seniority, work chart and Special Detail rights.

O. Items 2, 3, 4, 5, 7, 11 and 18 a and c, enumerated in the October 20, 1989, canine agreement, are deemed incorporated into this EDT canine program; provided, however, that the provisions of 18 a, and c, shall not be applicable during the initial training program.

P. The letter agreement of September 2, 1993 has no application to this EDT Special Detail.

Q. Upon execution of this letter agreement, the PA agrees to notify the outside EDT resources currently being utilized that the PA is terminating their services within 30 days.

R. The PA reserves the right to terminate this Program at any time on thirty (30) days notice to the PBA. Notwithstanding any other provision in this Agreement or any other Agreement between the parties, the termination of this Agreement by the PA shall not give rise to any claim by the PBA of lost unit work.

Please indicate your concurrence in the above by signing below and return a signed copy to me.

FOR THE PORT AUTHORITY:

Fred V. Morrone
Director of Public Safety

CONCUR:

Police Officer Gaspar Danese
President, Port Authority Police
Benevolent Association, Inc.

Date: March 17, 1997

THE PORT AUTHORITY OF NY & NJ

FRED V. MORRONE
DIRECTOR, PUBLIC SAFETY DEPARTMENT
SUPERINTENDENT OF POLICE

JOURNAL SQUARE TRANSPORTATION CEN
ONE PATH PLAZA - 2ND FLOOR
JERSEY CITY NJ 07306-2905

(201) 216-6826

August 13, 1997

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632-1805

RE: PATROL/NARCOTICS CANINE DETECTION TEAM SPECIAL DETAIL

Dear Officer Danese:

Narcotic detection canines have proven to be a valuable tool to the law enforcement community in the effort to deter the use and transportation of illegal drugs. The Port Authority of New York and New Jersey (hereinafter, "PA") and the Port Authority Police Benevolent Association, Inc., (hereinafter, PBA) support the cross-training of Port Authority Police Canine Teams (hereinafter, "Patrol/Narcotics Canine Detection Teams") in narcotics detection. Once trained and certified, these teams will be a resource to Police Commands for Patrol/Narcotics Detection duty. Upon completion of the required training, the PA Patrol/Narcotics Detection Canine Teams will be called into service to support either patrol or investigative activities pursuant to a protocol to be issued by the PA. (Upon execution, this letter agreement will be part of the current Memorandum of Agreement between the PA and PBA and the successor Memorandum of Agreement.) It sets forth the agreement between the parties on matters concerning Police Officers assigned to the Patrol/Narcotics Canine Detection Teams program. Unless otherwise indicated below, all provisions of the Memorandum of Agreement shall be applicable to all Police Officers who are assigned to the Patrol/Narcotics Canine Detection Teams program and any extension thereof.

The Patrol/Narcotics Canine Detection Teams program initiated by the PA, and any extension thereof, will encompass the following elements agreed to by the PA and PBA:

A. Police Officers will be selected in accordance with the criteria set forth in the attached training announcement for training as members of the Patrol/Narcotics Detection Teams Special Detail.

B. The PA retains the right to modify the criteria for selection in subsequent announcements as needed.

C. Police Officers selected for this training will be trained in the use of Patrol/Narcotics Canines and approved equipment and procedures relevant to the Patrol/Narcotics Canine Detection Teams Canine program under a variety of different scenarios and in a variety of settings.

D. Current K-9 Patrol/Narcotic officers as well as Police Officers selected for this training shall be assigned to the CPP during the training period, and upon successfully completing this training, selected candidates will remain assigned to the CPP where they will be subject to daily assignment to various facilities. Police Officers assigned to this Special Detail will be assigned to work various facilities with an assigned Patrol/Narcotics Canine. These assignments will all be used to familiarize the canine with the various environments under which searches may be made.

E. On any given scheduled tour, Police Officers assigned to the Patrol/Narcotics Detection Canine Teams special detail may, in addition to working with their primary canine, be required to provide maintenance training to other Patrol/Narcotics Canines to insure proper feeding and the maintenance of the proficiency of all Patrol/Narcotic Canines.

F. Police Officers assigned to this Special Detail may utilize their personal vehicles; in which event said Police Officers shall be reimbursed for vehicle cleaning, in addition to mileage and tolls to and from their residence to their daily assignments at various facilities at the rates provided for in the Memorandum of Agreement on any regularly scheduled tour of duty that the Police Officers report for duty with and are available to work with their canines.

G. Each Police Officer assigned to the Patrol/Narcotics Detection Canine Teams Special Detail shall receive an additional stipend for each RDO and vacation day the said Police Officer has not worked and on those regularly scheduled work days that he or she has not reported for work with the canine or the canine was not available to work due either to the incapacity of the canine or by virtue of an authorized

absence of the Police Officer, provided that the Police Officer's canine is housed at the Police Officer's residence. Said additional stipend shall be $7.00 per day.

H. Police Officers assigned to the Patrol/Narcotics Detection Canine Teams Special Detail who report to duty on an occasion other than their regularly scheduled tour of duty shall be entitled to the payment of overtime commencing with the actual time of reporting for duty.

I. Police Officers selected for the Patrol/Narcotics Detection Canine Teams training shall be required to work the schedule required by the PA for the duration of the training program. Contract provisions related to Schedule Change Premium and changes to RDO's are waived with respect to this training. Travel expenses and costs incurred by Police Officers assigned to this training shall be paid consistent with past practice.

J. Police Officers who are assigned to the Patrol/Narcotics Detection Canine Teams Special Detail may be removed from a Special Detail and/or may be denied the opportunity to apply for another Special Detail of training related thereto, or a Preferred Assignment where the responsibilities of such Special Detail or Preferred Assignment are determined by the PA to be incompatible with the responsibilities of the Patrol/Narcotics Detection Canine Teams Special Detail, provided such limitations are set forth in the posted announcements for the Patrol/Narcotics Detection Canine Teams Special Detail, other Special Detail or Preferred Assignments or the posting of the training opportunity and provided further that a Police Officer who has been in the Patrol/Narcotics Detection Canine Teams Special Detail for three or more years and who is denied an opportunity set forth herein, may elect to remain in the Patrol/Narcotics Canine Detection Teams Special Detail or to select the offered Special Detail, training opportunity or Preferred Assignment.

K. In the event a Police Officer who has completed the training program for the Patrol/Narcotics Canine Detection Teams Special Detail is approved to leave the Detail, and a Police Officer who has been in the Patrol/Narcotics Canine Detection Teams Special Detail for three (3) or more years, thus having the right to leave the program, will each have full retreat rights to his former Police Facility Command, including seniority, work chart and Special Detail rights.

THE PORT AUTHORITY OF NY & NJ

L. Police Officers assigned to the Patrol/Narcotics Detection Canine Teams Special Detail will be allowed to work overtime in accordance with Memorandum of Agreement Equalization Procedures.

M. No Police Officer currently working a CPP chart will be displaced by another Police Officer accepting the Patrol/Narcotics Canine Detection Teams Special Detail. Replacement will occur by attrition.

N. The PA will provide vehicles to the Patrol/Narcotics Detection Canine Teams Special Detail program. The use of such vehicle shall be restricted to uses associated with Canine Special Detail, except in cases of an emergency.

O. Items, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, all of 15 except for 15(b), all of 18 except for 18(d), enumerated in the October 20, 1989, canine agreement, are deemed incorporated into the Patrol/Narcotics Canine program; provided, however, that the provisions of 18(a) and (c), shall not be applicable during the initial training program.

P. The letter agreement of February 16, 1993 (Narcotics Trained K-9 Teams), has no application to this Patrol/Narcotics Canine Detection Teams Special Detail.

Sincerely,

F. V. Morrone

Fred V. Morrone
Director, Public Safety Department
Superintendent of Police

Concurrence:

Gus Danese

Date: 9-9-97

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.

THE PORT AUTHORITY OF NY & NJ

LOUIS J. LA CAPRA
CHIEF ADMINISTRATIVE OFFICER
225 PARK AVENUE SOUTH
NEW YORK, NY 10003
(212) 435-8140
(212) 435-6686 FAX

July 1, 2004

Police Officer Gaspar J. Danese, President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632-1805

Re: Canine Handler Stipend

Dear Officer Danese,

Effective January 21, 2003, the parties hereby agree that the amount of the stipend referred to in paragraph H of the letter agreement between the parties dated March 17, 1997 (regarding Explosive Detection Team Special Detail Training) and paragraph G of the letter agreement between the parties dated August 13, 1997 (regarding Patrol/Narcotics Canine Detection Team Special Detail) shall be increased from $7 per day to $10 per day.

Sincerely,

Louis LaCapra
Chief Administrative Officer

AGREED TO:

Gaspar J. Danese, President
Port Authority Police Benevolent Association, Inc.

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

April 23, 1998

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
Englewood Cliffs, NJ 07632-1805

Dear Police Officer Gus Danese,

Confirming discussions at Negotiations, the Port Authority will:

Continue to provide "Large" sized vehicles, as defined by NAFA, the National Association of Fleet Administrators for patrol purposes, if available, with Police packages.

Sincerely,

Joseph Morris
Deputy Inspector
Labor Relations Unit
Public Safety Department

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

April 23, 1998

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, NJ 07632-1805

RE: CLARIFICATION OF SCHEDULE CHANGE PREMIUMS FOR COURT/MODIFICATION OF SETTLEMENT OF GRIEVANCE NO 2P-95 - AAA#1330-0398-95

Dear Officer Danese:

The following represents a modification of the clarification (letter dated November 11, 1997) of the Schedule Change Premium payments applicable when a member of the PBA's regularly scheduled tour of duty is changed because his/her appearance is required in criminal court or other similar or judicial or administrative proceedings and thereafter the Officer's appearance is no longer necessary due to cancellation or postponement of the matter. This modification is required due to the Memorandum of Agreement 1996-2003 change in the time period for payment of Schedule Change Premium from ten (10) days notice to five (5) days notice.

The parties agree as follows:

POLICE OFFICERS RECEIVING FIVE (5) DAYS NOTICE:

1. If the court appearance is canceled prior to the court date the Police Officer can be reassigned back to his/her normal work chart tour without Schedule Change Premium payment. If the Police Officer is not reassigned back to his/her normal work chart tour, he/she will receive Schedule Change Premium payment.

2. If the Police Officer's court case is postponed or canceled during his/her appearance in court, he/she will not be entitled to Schedule Change Premium payment. The Police Officer may be assigned to perform Police Officer duties consistent with the Memorandum of Agreement.

POLICE OFFICERS NOT RECEIVING FIVE (5) DAYS NOTICE:

1. Will receive Schedule Change Premium payment.

2. If the court appearance is canceled prior to the court date the Police Officer can be reassigned back to his/her normal work chart tour.

3. If the Police Officer's court case is postponed or canceled during his/her appearance in court, the Police Officer may be assigned to perform Police Officer duties consistent with the Memorandum of Agreement.

4. Police Officers will be able to receive a copy of the court's Notice of Cancellation of their case upon written request to the Commanding Officer, if it is available.

This clarification also represented a complete settlement of PBA Grievance Number 2P-95 (AAA#1330-0398-95) which involved the payment of SCP to those Police Officers cited in the grievance.

Sincerely,

Joseph Morris
Deputy Inspector
Labor Relations Unit
Public Safety Department

Concurrence:

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.

Date: 4-23-98

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

April 23, 1998

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc
611 Palisade Avenue
Englewood Cliffs, NJ 07632-1805

RE: CPP/AIRPORT TRAINED POLICE OFFICERS

Dear Officer Danese:

This letter shall memorialize the agreement between the parties as to the facility seniority of members of the force assigned to the CPP who are airport trained.

Those members of the force, airport trained in the Central Police Pool who permanently transfer to Kennedy International Airport, Newark International Airport or LaGuardia Airport shall have as their facility seniority date the date of their permanent transfer to one of the three above identified airports. Document B (P.O.I. 2-1A) II, B shall not be applicable.

This agreement shall be effective only to those airport trained Police Officers transferring from the Central Police Pool to the airports as a result of the execution of the current Memorandum of Agreement. (1996-2003)

If the above reflects your understanding please execute the original and one copy and return the executed copy to my office.

Sincerely,

Joseph Morris
Deputy Inspector
Labor Relations Unit
Public Safety Department

Concur:

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.

Date: 4-23-98

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

April 30, 1998

Mr. Gus Danese
President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632

Dear Mr. Danese:

If the Port Authority determines, in the exercise of its management prerogative to order Police Officers to work overtime based upon maintaining minimum staffing and/or manning levels of the Department, it is the policy of the Port Authority that Commanding Officers will make reasonable efforts to rotate such ordered overtime assignments among qualified Police Officers. Each facility police command will maintain an ordered overtime log listing occasions when Police Officers are so ordered. Juniority is not a controlling criterion for selection of Police Officers for such ordered assignments. The foregoing does not affect the overtime procedures contained within the Memorandum of Agreement. This policy will not create an entitlement in any Police Officer either to work an ordered overtime assignment or to decline an ordered overtime assignment.

Commanding Officers at all commands will be notified of this policy within the coming week.

Joseph Morris
Deputy Inspector
Labor Relations Unit
Public Safety Department

THE PORT AUTHORITY OF NY & NJ

PAUL D. SEGALINI
DIRECTOR
HUMAN RESOURCES DEPARTMENT

ONE WORLD TRADE CENTER
NEW YORK, NY 10048

(212) 435-4650
(973) 961-6600 x4650

August 17, 2001

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, NJ 07632-1805

RE: SPECIAL DETAIL MOTORCYCLE OPERATORS

Dear Officer Danese:

The Port Authority of New York and New Jersey is instituting a Motorcycle Operator Special Detail for Port Authority Police Officers.

Except as specifically modified herein, all provisions of the PBA Memorandum of Agreement shall be applicable to Police Officers assigned to this special detail.

With respect to the Motorcycle Operator Special Detail the parties agree as follows:

1. The initial detail seniority list shall be established by combining the qualified Police Officers currently on the Pilot Program Special Detail List along with seven (7) Police Officers selected from Training Opportunity #25-00 amended dated June 30, 2000, who successfully complete the training. The training is currently scheduled for April or May 2002.

   Following the aforementioned training, all the qualified officers shall be ranked for detail seniority based upon job seniority. Subsequent to the establishment of the initial seniority detail roster, detail seniority shall be in accordance with the provisions of the Memorandum of Agreement.

2. Motorcycle Operators will be assigned to the Central Police Pool (CPP) and the Motorcycle Operator Detail will be treated as a Central Police Pool Special Detail pursuant to the terms of Document "N". All provisions of the Memorandum of Agreement applicable to Police Officers assigned to the Central Police Pool shall be applicable to Police Officers in the Motorcycle Operator Detail including, but not limited to, that the Motorcycle Detail Police Officers may be assigned to any facility in performance of their detail.

3. The Port Authority will issue initial uniforms and equipment to Police Officers in this special detail at no cost to the Police Officers. Other than uniforms and equipment issued, members of the Motorcycle Operator Detail will not be required to wear other uniform items or equipment when working straight time, early call in or holdover in any capacity, or overtime in the Motorcycle Operator Special Detail.

08-18-04

4. Police Officers in the Motorcycle Operator Detail can be removed, at the discretion of the Port Authority, from the detail within twelve (12) months from their assignment thereto, however, any such removal must be strictly related to the Police Officer's performance in the Special Detail (i.e., failure to control or properly operate the motorcycle). No such removals shall be subject to the disciplinary procedure of the Memorandum of Agreement.

5. Duties which may be assigned to the Motorcycle Operator Special Detail include, but are not limited to, the following: parking lot security, accident response, traffic management, traffic enforcement, construction site (traffic control), VIP movements, and ceremonial events.

6. Motorcycle Operator Detail Police Officers when on duty will be assigned a motorcycle or if motorcycles are not being utilized, a patrol car.

If you concur, please return a signed original to my office.

Sincerely,

Paul D. Segalini
Director
Human Resources Department

Concur:

Date: 08-22-01

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.

08-18-01

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

June 3, 2004

Mr. Gaspar J. Danese
President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632

RE: Placement of CPP Police Officers on Facility Police Command Transfer Lists

Dear Mr. Danese:

The Port Authority of New York and New Jersey ("Port Authority") and the Port Authority Police Benevolent Association, Inc. ("PBA") have reached agreement on the terms of a successor Memorandum of Agreement which, when executed, will cover the period from January 21, 2003 until January 20, 2010. As part of the agreement, the PBA has agreed to permit the Port Authority to eliminate the Central Police Pool on a 24 month trial basis. The Port Authority and the PBA recognize that some Police Officers currently assigned to the Central Police Pool have not placed their names on any facility police command transfer list. As part of the elimination of the Central Police Pool, the Port Authority and the PBA agree that these Police Officers will be permitted to place their names on two (2) facility police command transfer lists in accordance with their Port Authority Police Seniority, bypassing all Police Officers on those lists with less job seniority.

When the former CPP Police Officers are offered transfer to one of the two facilities selected, the transfer will be deemed a permanent transfer and the former CPP Police Officer will be removed from the other facility police command's transfer list.

Nothing in the foregoing shall prevent senior Police Officers from placing their names on other facility police command transfer lists pursuant to the procedures set forth in Document C of the Memorandum of Agreement.

June 3, 2004

Please indicate your concurrence by signing below. Upon signing please retain one copy for your records and return on signed copy to my office.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

CONCUR:

Gaspar J. Danese
President
Port Authority Police Benevolent Association, Inc.

THE PORT AUTHORITY OF NY & NJ

LOUIS J. LA CAPRA
CHIEF ADMINISTRATIVE OFFICER
225 PARK AVENUE SOUTH
NEW YORK, NY 10003
(212) 435-8140
(212) 435-6686 FAX

August 5, 2004

Mr. Gaspar J. Danese, President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632

RE: Elimination of Central Police Pool

Dear Mr. Danese:

The Port Authority of New York and New Jersey ("Port Authority") and the Port Authority Police Benevolent Association, Inc. ("PBA") have reached agreement on the terms of a successor Memorandum of Agreement which, when executed, will cover the period from January 21, 2003 until January 20, 2010. As part of the agreement, the PBA has agreed to permit the Port Authority to eliminate the Central Police Pool on a 24 month trial basis. The Port Authority has determined that it will exercise its option to eliminate the Central Police Pool ("CPP") as of January 1, 2005. By that date, all Police Officers in the Central Police Pool, other than those assigned to centralized special details, shall be transferred permanently to facility police commands.

The Port Authority of New York and New Jersey ("Port Authority") and the Port Authority Police Benevolent Association, Inc. ("PBA") hereby agree that the Port Authority may temporarily eliminate the CPP on the following basis:

1. All references in the Memorandum of Agreement relating to the CPP shall become null and void, except as set forth in this agreement.

2. Upon the elimination of the CPP, the Port Authority may institute the use of Relief Officer Positions in facility police command work charts.

   In contemplation of the elimination of the CPP as of January 1, 2005, the Port Authority may post Relief Officer Positions for bid by Police Officers as part of the calendar year 2005 work chart bidding process. The addition of Relief Officer Positions for the calendar year 2005 at a given facility police command shall be considered new work charts and require full re-bidding of the facility police command's work charts pursuant to Section XIII, Paragraph 7, sub-paragraph a. Thereafter, commencing in the calendar year 2006 work chart bidding, including Relief Officer Positions, shall be in accordance with Section XIII, paragraph 7.

   The provisions of Section XIII, except as specifically modified herein shall apply to Relief Officer Positions. Relief Officer Positions may be

created and assigned to any squad or position in any work chart(s) contained in Document "O" selected for use at an individual facility police command. The Port Authority may not institute or maintain in excess of one (1) Relief Officer Position for every three (3) non-relief Police Officer positions at any facility police command.

Police Officers holding Relief Officer Positions will have the same schedule as the squad or position to which the Relief Officer Position is assigned; with the exception that on a quarterly basis on December 1st, March 1st, June 1st and/or September 1st of each calendar year, the Port Authority, in its discretion, may modify the work charts of Police Officers holding Relief Officer Positions by moving Relief Officers from one squad or position to another squad or position in the same work chart and, if the work chart has a steady schedule, with the same tour of duty.

To exercise its right to modify Relief Officer Positions at a facility police command, the Port Authority must provide twenty-one (21) calendar days notification to affected Police Officers and to the Association prior to the effective date of the modification. Any quarterly modification to a Relief Officer Position shall not be considered a vacancy open to bid, but instead will be assigned to the junior Police Officer from the Relief Officer Position being modified. Police Officers whose work chart is modified shall not be required to work on more than five (5) days in any six (6) day period without the payment of overtime as a result of a quarterly schedule change.

If a facility police command utilizes Relief Officer Positions, Police Officers will continue to be permitted to bid for vacancies in normal or Relief Officer Positions as provided in Section XIII of the Memorandum of Agreement. The initiation or complete elimination of Relief Officer Positions at a given facility police command shall be considered a modification of the work charts and require full re-bidding of the facility police command's work charts pursuant to Section XIII, Paragraph 7, sub-paragraph a. Changes in the number of Relief Officer Positions from year-to-year shall not constitute a modification of the work charts at a facility police command.

3. The following centralized special details created pursuant to Section XXVII, Seniority, Document "N" will be assigned to a new Special Operations Division ("SOD") in Police Headquarters:

   a. Motor Vehicle Enforcement Officers (Commercial Vehicle Inspectors, Truck, Hazardous Cargo, Accident Investigation)

b. Canine Officers

c. Motor Patrol Officers

d. Teletype Operators/Communicators

e. Night Tour Courier(s)

f. Emergency Services Unit (Trucks 1, 2, 3 (PATH/WTC), Trucks 7/7A (LGA), and Trucks 8/8A (JFK)

4. Section VII of the Memorandum Agreement shall continue to apply to Police Officers assigned to the SOD following the elimination of the CPP.

5. All references in Appendix K to the CPP shall be deemed references to SOD/Police Headquarters and the Police Academy. The Port Authority shall continue to maintain an Overtime Log at the Central Police Desk for members of SOD/Police Headquarters and the Police Academy commands and utilize that log to equalize members of these commands for overtime at all police commands at which they are qualified. The Port Authority shall also continue to maintain a job wide overtime book at the Central Police Desk.

6. The third sentence of Appendix K, Section I, Paragraph A shall be modified as follows: "A Police Officer is "qualified" for purposes of this Procedure, if the Police Officer has at least the number of tours of on-the-job training at the Facility Police Command with the deficiency as the Port Authority then requires Police Officers to have to be assigned to that Facility Police Command on that tour for either permanent assignments or overtime. The Port Authority is not required to have tour specific qualification requirements."

7. The first sentence of Document B, Paragraph IV, sub-paragraph B shall be modified as follows: "When it becomes necessary to make short-term assignments, the Police Officer with the least amount of Port Authority Police service time will be assigned unless a senior Police Officer requests such assignment."

8. Document C, Paragraph III, sub-paragraph A. 5 shall be modified as follows: "When an opening for a temporary authorized position occurs, an applicant will be considered for the vacancy in the order in which his name appears on the appropriate list. An applicant may elect not to accept the temporary assignment when it is offered and retain his position on the list. All other applicants will be offered the

temporary assignment in numerical order until one accepts. If no one accepts, the lowest applicant on the transfer list will be assigned. In the event a temporary authorized position occurs at a facility with no existing transfer list, the Police Officer with the least amount of Port Authority Police service time shall be assigned."

9. Document C, Paragraph III, sub-paragraph B. 3 shall be modified as follows: "Police Officers must have successfully completed emergency crew training (See Document D) before being placed on the airport emergency crew transfer lists. At the completion of the training it will be necessary for successful candidates to submit requests for transfer to the airport emergency crew transfer list of their choice. The grade received at the completion of training will determine the Police Officer's position on the airport emergency crew transfer list of his choice. Officers having completed training will remain at their current facility police command."

10. The following paragraph shall replace Document C, Paragraph III, Sub-paragraph C. 1.: "In the event a vacancy occurs at a facility and there are no requests for transfer to that facility, the Police Officer with the least amount of Port Authority Police service time shall be transferred."

11. The following paragraph shall replace Document C, Paragraph III, Sub-paragraph C. 2.: "Police Officers who are airport trained shall remain assigned to their facility police command until a transfer to an airport becomes available. Police Officers who are airport trained shall not be permitted to transfer to facilities other than airports except when the Police Officer in question is willing to have his name removed from the Airport emergency crew trained list."

12. The following paragraph shall replace Document C, Paragraph III, Sub-paragraph D: "Where transfers are required due to a reduction in force they shall be accomplished in the inverse order of seniority. The Port Authority shall determine where additional Police Officer positions will be created and will utilize existing transfer lists to fill vacant Police Officer positions. Any Police Officer not assigned to a facility police command following the rolling of transfer lists may select from any vacant Police Officer positions at facility police commands with no then existing transfer list by the Police Officer's Port Authority Police service time.

As outlined in Document D, this procedure will not be followed in effecting transfers from Port Authority airports due to reduction in force. Since assignments to an airports are essentially on a merit basis,

based upon grades attained in the Airport training class, transfers from an airport will be made in inverse order of position on the eligible airport crew transfer list used in making assignments to the airport."

13. The following paragraph shall replace Section LV, Paragraph 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 qualified Police Officer assigned to any of the Facility Police Commands within that Consolidated Police Zone who is excess on the tour of duty of the deficiency and who volunteers for the assignment;

    ii. the junior qualified Police Officer assigned to any of the Facility Police Commands within that Consolidated Police Zone who is excess on the tour of duty of the deficiency;

    iii. A Police Officer pursuant to the overtime provisions of the Memorandum of Agreement.

For purposes of this Paragraph 4, a Police Officer is "excess" if the Police Officer has not been assigned to a normal roll call position at the Police Officer's Facility Police Command on that tour of duty and all normal roll call positions at the Command have been filled. The excess Police Officer 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 Officer 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 Officer by failing to fill a normal roll call position in order to use the Police Officer who would have filled that position to cover a deficiency at another Facility Police Command.

For purposes of this Paragraph 4, a Police Officer is "qualified" if the Police Officer 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 Police Officers to have to be assigned to that Facility Police Command on that tour for

PAT J.

permanent assignment or overtime. The Port Authority is not required to have tour specific qualification requirements."

14. Document D, Paragraph II shall be modified as follows: "Its purpose is to provide a reserve of trained police officers to be used for permanent transfers to airports to maintain authorized strength."

15. Document D, Paragraph III shall be re-designated "Airport Emergency Crew Transfer List" and shall be modified as follows: "The Airport Emergency Crew Transfer List will be maintained at a strength determined by the Superintendent of Police, adequate to cover emergencies and transfers to permanent authorized airport positions. Training and selection will be under the general supervision of the Commanding Officer of the Police Academy."

16. Document D, Paragraph VII, Sub-paragraph E shall be modified as follows: "All candidates who successfully complete the training will be placed on the Airport Emergency Crew Transfer List and will remain at their facility police command until transferred to a permanent authorized position at an airport."

17. Document D, Paragraph VIII, sub-paragraphs D and I shall be replaced with the following language: "In the event of a reduction in authorized police strength at an airport, members of the force will be transferred from the airport in inverse order of their standing on the transfer list from which they were assigned to the airport. Members of the force so transferred will be assigned to a vacant position pursuant to Document C, Paragraph III, Sub-paragraph D and on the basis of their standing on the transfer list their names will be placed on the top of the list for assignment to the facility from which they were transferred."

18. All other references in Document D to the "Airport Pool" shall be modified to "Airport Emergency Crew Transfer List."

19. Appendix A to this letter agreement (attached hereto) shall replace Document N in the Memorandum of Agreement during the trial period.

20. All references to the Central Police Pool ("CPP") in the letters dated March 17, 1997 concerning Explosive Detection Team Special Detail Training and August 13, 1997 concerning Patrol/Narcotics Canine Detection Team Special Detail shall be deemed to be reference to the Special Operations Division. Similar references to the CPP in the incorporated language of the October 20, 1989 letter shall also be deemed references to the Special Operations Division.

21. The Port Authority agrees to notify the PBA in writing as to whether the Port Authority intends to reinstate the CPP on or before November 1, 2005, for reinstatement of the CPP effective January 1, 2006, or November 1,2006, for reinstatement of the CPP, effective January 1, 2007. If the Port Authority fails to notify the PBA in a timely fashion, the Port Authority waives its right to reinstate the CPP at the conclusion of the 24 month trial period. Following the conclusion of the trial period, the Port Authority may only create a central police pool or other similar assignment pursuant to a negotiated agreement with the PBA.

22. If the Port Authority chooses to reinstate the CPP, the Port Authority will create a voluntary transfer list for Police Officers desiring to transfer to the CPP. Other than this voluntary transfer list, no Police Officer shall be transferred to the CPP. Vacancies in the Central Police Pool shall be filled by Police Officers upon graduation from the Police Academy. Police Officers assigned to centralized special details created pursuant to Section XXVII, Seniority, Document "N" assigned to the Special Operations Division ("SOD") shall be reassigned to the CPP/SOD.

23. If the Port Authority chooses to reinstate the CPP, then effective January 1, 2006 or January 1, 2007, the Port Authority shall no longer be permitted to utilize Relief Officer Positions as set forth in Paragraph 3 of this agreement. Each facility police command at which Relief Officer Positions are utilized shall be required to conduct full re-bidding of the facility police command's work charts pursuant to Section XIII, Paragraph 7, sub-paragraph a.

24. If the Port Authority elects to reinstate the CPP in accordance with the terms of this agreement, all of the modifications to the Memorandum of Agreement set forth in paragraphs 1 through ~~21~~ 23 of this agreement shall become null and void. All language shall return to the language set forth in the Memorandum of Agreement.

25. If the Port Authority elects not to reinstate the CPP, all of the modifications to the Memorandum of Agreement set forth in paragraphs 1 through 24 of this agreement shall become permanent and Appendix A to this letter agreement shall replace Document N as set forth in the Memorandum of Agreement. The parties agree that these modifications to the Memorandum of Agreement shall be incorporated into the language of the successor Memorandum of Agreement.

26. This letter agreement shall be appended to the letters of agreement section in the Memorandum of Agreement.

Please indicate your concurrence by signing below. Upon signing please retain one copy for your records and return on signed copy to my office.

Sincerely,

Louis LaCapra
Chief Administrative Officer
Port Authority of New York and New Jersey

CONCUR:

Gaspar J. Danese
President
Port Authority Police Benevolent Association, Inc.

APPENDIX "A" to Letter of Agreement Dated August 5, 2004

DOCUMENT N

POLICE OFFICER

POSITION AND/OR ASSIGNMENT ROSTER

I. ADMINISTRATIVE CHART POSITIONS (PO #2)

To work day tours, Mondays through Friday with Saturdays and Sundays as regular days off. Will also receive eleven (11) Port Authority Holidays and six (6) additional days off to receive no fewer than 121 RDO's per calendar year.

Facility Police Command	Detail Position (s)
Police Headquarters	Special Services*
Police Headquarters	Court Scheduler and Courier*
Police Headquarters	Visual Presentation Services Unit*
Police Academy	Range Officer*
Police Academy	Instructor's Aide*
Police Academy	Probationary Police Officers in Academy*
Consolidated Police Zones	Medically Restricted Positions /1/

II. POLICE OFFICERS SPECIAL DETAILS

The following special details will be filled in accordance with the provisions of POI 2-1A, appended to the Memorandum of Agreement as Document "B."

Facility Police Command	Detail Position (s)
Police Headquarters/SOD	Teletype Operators
Police Headquarters/SOD	Motor Vehicle Enforcement Officer(s) (Commercial Vehicle Inspections, Truck Weight, Hazardous Cargo, Accident Investigation)
Police Headquarters/SOD	Canine Officer(s)
Police Headquarters/SOD	Motorcycle Operator(s)
Police Headquarters/SOD	Emergency Services Unit (Trucks 1, 2, 3 (PATH/WTC), Trucks 7/7A (LGA), and Trucks 8/8A (JFK)
Kennedy International Airport	Motor Vehicle Inspector(s)
Kennedy International Airport	Fire Marshal(s)
Kennedy International Airport	Auto Recovery Unit
Kennedy International Airport	Administrative Adjudication Bureau Officer(s)

Facility Police Command	Detail Position (s)
Kennedy International Airport	Queens Court Officer
Kennedy International Airport	Desk Officer(s)/ CAD
Kennedy International Airport	Desk Officer(s) Relief
Kennedy International Airport	Emergency Medical Technician/Ambulance
Kennedy International Airport	Squad Leader(s)
Kennedy International Airport	Squad Leader(s) Relief / Firefighter
Kennedy International Airport	Cargo Officer(s)
Kennedy International Airport	Hardstand/Special Weapons Officer(s)
Kennedy International Airport	Station House Officer(s) / SHO(s)
LaGuardia Airport	Motor Vehicle Inspector(s)
LaGuardia Airport	Fire Marshal(s)
LaGuardia Airport	Auto Recovery Unit
LaGuardia Airport	Desk Officer(s)/CAD
LaGuardia Airport	Squad Leader(s)
LaGuardia Airport	Squad Leader(s) Relief / Firefighter
LaGuardia Airport	Commanding Officer's Clerk(s)
PATH	Desk Officer(s)/CAD
World Trade Center	Desk Officer(s)/ CAD
Holland Tunnel	Brooklyn Piers Unit (Weekdays, Day Tour)
Port Authority Bus Terminal	Youth Services Unit
Port Authority Bus Terminal	Station House Officer(s) / SHO(s)
Port Authority Bus Terminal	Community Patrol Officer Program Unit (CPOP)
George Washington Bridge	Post 31/Bus Station (Weekdays, Day/ Afternoon Tour)
Newark International Airport	Motor Vehicle Inspector(s)
Newark International Airport	Fire Marshal(s)
Newark International Airport	Desk/Emergency Garage Positions: /2/ Desk Officer(s) /CAD/Squad Leader Relief Squad Leader(s) Firefighter(s) Emergency Truck 7
Newark International Airport	Patrol Car Operator(s)
Newark International Airport	Auto Recovery Unit
Newark International Airport	Teterboro Airport Unit /3/
Staten Island Bridges	Emergency Garage

III. POLICE OFFICERS SPECIAL DETAILS

* Police Officers assigned to the following Special Details except Instructor's Aide(s), as the date of execution of the Memorandum of Agreement for the term January 21,2003- through January 20,2010, are "grandfathered" and can not be replaced unless they request to be removed from the Special Detail, or they are transferred to another Facility Police Command or promoted. On the date of execution of the Memorandum of Agreement for the term January 21,2003 through January 21, 2010, the current Superintendent of Police shall have six (6) months thereafter to remove and replace Police Officers assigned to these special details including Instructor Aide(s). Whenever a new Superintendent of Police is appointed he will have the right to remove and replace Police Officers assigned to these special details including Instructor Aide(s) for a period of six (6) months following his appointment. Any Police Officer removed from a special detail as a result of the Superintendent exercising his rights as set forth herein, shall have full retreat rights to his former permanently assigned Facility Police Command, including seniority, work chart, and Special Detail rights. Except as provided in the preceding sentences, the Superintendent of Police may select Police Officers to be assigned to the following special details as operational needs require and without reference to the provisions of POI 2-1A, appended to the Memorandum of Agreement as Document "B."

Facility Police Command	**Detail Position (s)**
Police Headquarters	Visual Presentation Services Unit*
Police Headquarters	Special Services*
Police Headquarters	Court Scheduler(s) and Courier(s)/Day Tour*
Police Academy	Range Officer(s)*
Police Academy	Instructor's Aide(s)*
Special Operations Division	Courier(s) / Night Tour*
Holland Tunnel	Commanding Officer's Clerk(s)*
Lincoln Tunnel	Commanding Officer's Clerk(s)/XBL*
Lincoln Tunnel	Auto Recovery Unit*
George Washington Bridge	Commanding Officer's Clerk(s)/HOV
George Washington Bridge	Court Liaison(s)
PATH	Commanding Officer's Clerk(s)/Post 10
PATH	Court Liaison(s)

Facility Police Command	**Detail Position (s)**
Newark International Airport	Court Liaison(s)

/1/ Selection and assignment of these positions will be made in accordance with the Memorandum of Agreement, Section XIX, Paragraphs 8 and 9.

/2/ At Newark International Airport, these special detail positions are selected from the Desk/Emergency Garage roster. Notwithstanding the provisions of Document B, Section V, Paragraph C, Police Officers at Newark International Airport will continue to designate whether they will be on the Patrol Car Operator Special Detail roster or the combined Desk Officer/Emergency Garage Special Detail rosters. For the purposes of Document B, at Newark International Airport, the Desk Officer/Emergency Garage Special Detail Positions (as shown on above) will constitute only one of the Police Officer's two permitted special details.

/3/ As set forth in the letters of agreement dated May 2, 2002 and June 5, 2003 appended to the Memorandum of Agreement and further in Note 6 of this Document.

NOTES:

1) Patrol Car Operator positions at the George Washington Bridge. Holland Tunnel and Lincoln Tunnel Facility Police Commands will no longer be a special detail and/or filled by seniority.

2) Pursuant to Section LVI of the Memorandum of Agreement (Plainclothes Assignments), the JFK Hack Squad shall be selected from the Hack Plainclothes roster dated September 1,2004, appended hereto.

3) Any Police Officer in a special detail assigned to the Special Operations Division will have full retreat rights to his former permanently assigned Facility Police Command, including seniority, work chart, and Special Detail rights, except as limited in Document B, Section VII, paragraph D. Any Police Officer assigned to a Special Operations Division special detail will not be used to cover manpower deficiencies at any Facility Police Command, except for those situations set forth in Section XVI Paragraph 1 (c)(iii) of this Memorandum of Agreement or on overtime consistent with this Memorandum of Agreement.

4) Elimination of the New Jersey Marine Terminals Desk positions does not constitute an agreement by the Association to the transfer of unit work currently and heretofore performed by the New Jersey Marine Terminals Desk positions to non-unit personnel.

5) Emergency Services Vehicle Posts

Effective on the date of execution of this Memorandum of Agreement, the Port Authority will offer transfer to all members of the Emergency Services Unit at Kennedy International Airport (Truck 8), LaGuardia Airport (Truck 7) and PATH (Trucks 1, 2 and 3) (formerly Response Unit Posts 3, 15 and 21) to the Central Police Pool in a new centralized special detail. The procedure governing this offer of transfer shall be as set forth in the letter agreement dated October 20,2004, setting forth the terms and conditions of assignment of the CPP/SOD Emergency Services Unit.

6) Modifications to the Letters of Agreement dated May 2, 2002 and June 5, 2003

Effective upon the execution of this Memorandum of Agreement, all Police Officers currently assigned to the Central Police Pool Teterboro Special Detail ("Teterboro Special Detail") shall be transferred to Newark International Airport in the Newark International Airport/ Teterboro Airport Special Detail.

Any member of the Teterboro Special detail who is not willing to accept a transfer to the NIA/Teterboro Airport Special Detail may exercise the right to retreat to their original facility police command in accordance with the terms of the June 5, 2003 letter agreement.

Police Officers on the Teterboro Special Detail List assigned a Teterboro Special Detail workchart shall on a regularly scheduled tour of duty report directly to Teterboro Airport; stand roll call at Teterboro Airport; sign off duty at Teterboro Airport; be provided a locker, gun locker and other amenities provided to a police officer at his permanently assigned facility police command. Police Officers on the Teterboro Airport Special Detail List not assigned a Teterboro Airport workchart when assigned on a regularly scheduled tour of duty to Teterboro Airport shall report to NLIA; stand roll call at NLIA; be provided transportation in a Port Authority vehicle to and from Teterboro Airport; return to NLIA at the end of the tour to sign off duty

Future selection for assignment to the NIA /Teterboro Airport Special Detail shall be based upon a training opportunity announcement to the Newark International Airport Command posted consistent with the requirements of Document B.

Except as modified by this Note, the letter of agreement dated May 2, 2002 as modified by the letter of agreement dated June 5, 2003 shall remain in full force and effect.

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

September 7, 2004

Mr. Gaspar J. Danese
President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632

RE: Special Detail Training Grievance Resolution

Dear Mr. Danese:

Upon reaching agreement on successor language for Document "B" of the Memorandum of Agreement, the Port Authority of New York and New Jersey ("Port Authority") and the Port Authority Police Benevolent Association, Inc. ("PBA") agree to resolve the following grievances upon the terms and conditions set forth in this letter.

1. The Port Authority and the PBA agree that no candidate for special detail training will be deemed qualified, utilized or added to the special detail roster unless and until the candidate fully completes and passes all training set forth in the training opportunity notice.

2. The PBA agrees to withdraw with prejudice the following grievances: 17P-99 (Issue 3); 16P-01 (Issue 1); 38P-01 (Issue 2); 39P-01; 42P-01 (Issue 1); and 45P-03 (Issue 1).

3. Upon successful completion of all training listed in the training opportunity notice, the candidate will be deemed qualified and will be added to the special detail roster by detail seniority.

4. Newark Liberty International Airport Teterboro Airport Detail:

   In recognition of the unique situation concerning the conduct of training of the members of the NLIA Teterboro Airport Detail, the Port Authority may continue to utilize Police Officers who have been selected for this detail until such time as the Port Authority can fully complete training of members of the detail. If a candidate selected for the NLIA Teterboro Airport Detail fails to successfully complete any training set forth in Training Opportunity Notice #38-03, that Police Officer may be removed from the Detail without preference of charges and specifications against the Police Officer. If a Police Officer is removed prior to qualification, the

Police Officer will be granted identical retreat rights to his original facility of assignment as provided to members of centralized special details. Upon successfully completing the requisite training for this detail, the candidates for this detail will be deemed qualified. The current detail seniority roster order will be maintained without regard to the time when individual members of the detail complete training.

5. The PBA waives any and all claims it may have to premium payments or missed overtime opportunities based upon the Port Authority's utilization of non-qualified individuals in special details in the withdrawn grievances and based upon the failure of the Port Authority to complete the training of the NLIA Teterboro Airport Detail. The PBA likewise waives any and all claims it may have to premium payments earned through changes to non-qualified individual's work charts based upon the placement of the non-qualified individuals on these special detail rosters.

6. Current members of the Emergency Services Unit ("ESU") Detail list John F. Kennedy International Airport ("JFK"), LaGuardia Airport ("LGA"), World Trade Center ("WTC") and Port Authority Trans-Hudson ("PATH") System will be granted the opportunity to qualify for the new Special Operations Division Emergency Services Unit ("SOD ESU") special detail. Prior qualification in these former ESU Details will not qualify a Police Officer in the new SOD ESU Detail. The Port Authority will post a training opportunity notice limited to members of the former ESU Details, specifically setting forth therein, all training necessary to qualify the candidate for the new SOD ESU Detail. Any members of the former ESU Details accepting this training opportunity and successfully completing the same as set forth in the training opportunity notice will be placed on the SOD ESU Detail Roster based upon the member's original date of qualification in the former ESU Detail. Any members of the former ESU Details who decline this training opportunity or who fail to successfully complete all training as set forth in the Training Opportunity Notice for the SOD ESU Detail will be removed from the Detail without preference of charges and specifications against the Police Officer. Any Police Officers failing to qualify for the SOD ESU Detail will be granted retreat rights to their original facility of assignment as set forth in Document N for centralized special details.

7. This letter of agreement shall act as an amendment to the Memorandum of Agreement and will be appended as a letter of agreement.

Please indicate your concurrence in the above on behalf of the PBA by signing in the space provided below and returning a signed original of this Agreement to me.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

Concur:

Gus Danese, President,
Port Authority Police
Benevolent Association, Inc.

Date: September 7, 2004

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

October 20, 2004

Gus Danese, President,
Port Authority Police
Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, NJ 07632-1805

RE: ESU AND TELETYPE SPECIAL DETAILS

Dear Officer Danese:

The Port Authority of New York and New Jersey ("Port Authority") and The Port Authority Police Benevolent Association, Inc. ("Association") agree to the following clarifications to the successor Memorandum of Agreement for the period January 21, 2003 through January 20, 2010 concerning the Emergency Services Unit and Teletype special details in the Central Police Pool/Special Operations Division ("SOD"):

1. Pursuant to the letter of agreement dated September 7, 2004, members of the Emergency Services Unit ("ESU") Details at John F. Kennedy International Airport ("JFK"), LaGuardia Airport ("LGA"), World Trade Center ("WTC") and Port Authority Trans Hudson ("PATH") System were offered the opportunity to qualify for the newly established Special Operations Division Emergency Services Unit ("SOD ESU") centralized special detail. Detail Seniority for the SOD ESU special detail was initially based upon the members' dates of qualification in their former ESU Details. Members qualifying for the SOD ESU special detail subsequent to the initial consolidation will have their detail seniority based upon the date the member qualifies for the SOD ESU special detail.

2. As part of the work chart bidding process for calendar year 2005, the Port Authority will establish SOD ESU special detail work charts for bid by detail seniority for each facility police command reporting location ("reporting location"). In the 2005 bidding process, normal rules of detail seniority will control except that members of this special detail must remain at their 2004 permanent Facility Police Command unless there is a vacant position at another Facility Police Command. In the 2005 bidding process, all current members of the ESU special detail will be permitted to select a work chart at their current permanent Facility Police Command prior to the remaining vacant positions being open for bid to other members of the detail. For the purpose of this paragraph, members of the current special detail formerly assigned to the WTC will be deemed to be assigned to PATH ESU. Following the 2005 selection process, the SOD ESU special detail will be treated as a unified centralized special detail and all work chart/position selections, whether for vacancies or if work charts are opened for bid

pursuant to Section XIII, paragraph 7 of the Memorandum of Agreement, will be made by detail seniority.

3. Members of the SOD ESU special detail will be provided lockers, mail boxes, gun lockers and other normal amenities identical to those provided to police officers at their permanent Facility Police Command at the member's reporting location.

4. The Port Authority may assign members of the SOD ESU special detail on a tour by tour basis to locations within the Port District other than their reporting location to perform work associated with the SOD ESU special detail upon the following terms:

   a. The Port Authority must first solicit volunteers from the reporting location for the assignment. If there are insufficient volunteers for the assignment, members working the tour of duty at the reporting location will be sent in inverse detail seniority order.
   b. A member responding to another location for assignment must first report to his normal reporting location for his regularly scheduled tour of duty and stand roll call prior to his assignment. The assigned Police Officer will be provided transport in a Police vehicle to and from the location to which he has been assigned. He shall return to his normal reporting location at the end of his regularly scheduled tour of duty to sign off duty.

5. Members of the SOD ESU special detail may be scheduled for SOD ESU special detail training at a location within the Port District other than the member's normal reporting location. The member must receive a minimum of five (5) calendar days notification of any training, setting forth the location of the training and any necessary, issued fitted ESU equipment the member is responsible to bring to the training. On the day of the training, the member will be responsible to report directly to the location of the training in his personal vehicle. The member will also be responsible for bringing any fitted ESU equipment issued to the member to the training location. The member will be entitled to normal mileage and tolls incident to his reporting to the training location.

6. Voluntary overtime assignments within the SOD ESU special detail will be equalized among the members of the SOD ESU detail pursuant to Appendix K on a job wide basis. Involuntary overtime assignments will be assigned to the junior member of the detail at the reporting location in accordance with the April 30, 1998 Letter from Deputy Inspector Joseph Morris.

7. Police Officers who are members of the SOD Teletype special detail when not assigned to work the Teletype Special Detail may be assigned to any of the following functions:

a. Police Headquarters or the Police Academy to perform administrative and staff functions (excluding maintenance and chauffering of motor vehicles).
b. Central Police Desk to perform any and all duties associated with the Central Police Desk.

This letter agreement will act as an amendment to the Memorandum of Agreement and will be appended as a Letter of Agreement. Please indicate your concurrence by executing below. Following execution please retain one original for your records and return one original to my office.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

Concur:

_____ Date: _____

Gus Danese, President,
Port Authority Police
Benevolent Association, Inc.

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 H

October 29, 2004

Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
220 Bridge Plaza South
Fort Lee, New Jersey 07024

Dear Officer Danese,

Upon execution, this letter agreement will be part of the Memorandum of Agreement between the Port Authority and the Port Authority Police Benevolent Association, Inc.

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.

The parties also further agree that in consideration of the foregoing, the Union hereby withdraws, with prejudice, the Charge of Improper Practice denoted as IP 03-23 (filed June 19, 2003).

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

AGREED TO:

Gus Danese, President
Port Authority Police Benevolent Association, Inc.

MEDICAL HEARING

Effective with the execution of this Memorandum of Agreement, hearings arising under PAL 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 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 arbitrator shall be final and binding upon the Association, the employee and the Port Authority.

MEMORANDUM OF AGREEMENT

BETWEEN

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

AND

THE PORT AUTHORITY POLICE SERGEANTS BENEVOLENT ASSOCIATION

January 21, 2003 to January 20, 2010

MARK L. O'NEILL,
President

220 Bruce Reynolds Blvd.
Fort Lee, New Jersey
201-592-6191 FAX 201-592-5982

TABLE OF CONTENTS

		Page
	Preamble	1
I.	Recognition	1
II.	Past Practice — Protection of Existing Terms and Conditions of Employment	2
III.	Salary Ranges	3
IV.	Longevity Allowances	5
V.	Shift Differentials	6
VI.	Preparation Time Allowance	6
VII.	Uniforms, Uniform Allowances and Uniform Cleaning Allowances	7
VIII.	Life Insurance	9
IX.	Health Insurance	10
X.	Dental Insurance	12
XI.	Funeral Expenses and Family Benefits	14
XII.	Work Charts; Tours of Duty; Regular Days Off	14
XIII.	Overtime; Compensatory Time	16
XIV.	Meal and Relief Periods	19
XV.	Change in Tours of Duty and Change in Facility Assignments	20
XVI.	Holidays	25
XVII.	Vacation	26
XVIII.	Sick Leave	28
XIX.	Retirement	32
XX.	Employment Security	33
XXI.	Promotion to the Rank of Police Lieutenant	33
XXII.	Grievance — Arbitration/Disciplinary Procedure	34
XXIII.	Transfers	34
XXIV.	Excused Absences and Personal Leave	34
XXV.	Leaves of Absence	35
XXVI.	Seniority	35
XXVII.	Discipline	36
XXVIII.	Job Duties and Responsibilities	41
XXIX.	Transfer of Unit Work	44
XXX.	Unit Work	47
XXXI.	Personal and Commutation Passes	47
XXXII.	Education Refund	47
XXXIII.	Detective Sergeants	48
XXXIV.	Miscellaneous	49

PAGE

XXXV.	Labor Management Committee	51
XXXVI.	Enlargement of Negotiating Unit	51
XXXVII.	Personal Files	51
XXXVIII.	Association Business	52
XXXIX.	Prohibition of Employer Solicitation	53
XL.	Pre-Retirement Program	53
XLI.	Paychecks	53
XLII.	Safety and Health Standards	54
XLIII.	Private Room Injuries	54
XLIV.	Service and Personal Weapons	54
XLV.	Confidentiality	54
XLVI.	Contract Booklets	55
XLVII.	Agreement Administration	55
XLVIII.	Mileage Allowances	55
XLIX.	Long-Term Disability Program	55
L.	Prior Letters of Agreement	56
LI.	Deferred Compensation Plan	56
LII.	Indemnification and Defense Against Civil Liability	56
LIII.	Non-Civil Charges or Complaints	58
LIV.	Drug Abuse Testing Procedure	59
LV.	Police Command Consolidation	59
LVI.	Supervision-BT Youth Services Squad/JFKIA Hack Squad	60
LVII.	Locker Search Procedure	60
LVIII.	Insurance Cards	61
LIX.	Police Vehicles	61
LX.	Special Operations Division	61
LXI.	Savings Clause	62
LXII.	Term of Memorandum of Agreement	63

CONTRACT APPENDICES

A-1	Salary Ranges and Longevity For Individuals Promoted to the Rank of Police Sergeant (Job Spec. 2605) Before 1/1/93	64
A-2	Salary Ranges and Longevity For Individuals Promoted to the Rank of Police Sergeant (Job Spec. 2605) on Or After 1/1/93 But Before 1/1/98	79
A-3	Salary Ranges and Longevity For Individuals Promoted to the Rank of Police Sergeant (Job Spec. 2605) On Or After 1/1/98 but before the Execution Of the Memorandum of Agreement	101
A-4	Salary Ranges and Longevity For Individuals Promoted to the Rank of Police Sergeant (Job Spec. 2605) On Or After the Execution of the Memorandum of Agreement	116

PAGE

A-5	Salary Ranges and Longevity For Individuals Promoted to the Rank of Detective Sergeant (Job Spec. 2606) Before 1/1/98 who had been Promoted to the Rank of Police Sergeant (Job Spec. 2605) Before 1/1/93	138
A-6	Salary Ranges and Longevity For Individuals Promoted to the Rank of Detective Sergeant (Job Spec. 2606) On Or After 1/1/98 But Before the Execution of The Memorandum of Agreement	153
A-7	Salary Ranges and Longevity For Individuals Promoted to the Rank of Detective Sergeant (Job Spec. 2606) On or After the Execution of the Memorandum of Agreement	168
B.	Use Of Accrued Compensatory Time	190
C.	Procedure After 12-16 Consecutive Overtime Hours	191
D.	Vacations	192
E.	Sick Leave— PAI 20-3.03—July 1,1968	201
F.	Sick Leave Policy — PDI 2-9 — Revised - June 8,1998	204
G.	Grievance — Arbitration/Disciplinary Procedure	210
H.	Excused Absences And Personal Leave	215
I.	Overtime Assignment Procedure For Police Sergeants	219
J.	Procedure For Promotion Of Police Sergeants To The Rank Of Police Lieutenant (Job Spec. 2615)	225
K.	Vacation Groups — Sergeants and Detective Sergeants	234
L.	Repeated And Excessive Absence Discipline	237
M.	Work Preservation Agreement	242
N.	Assignment of Detective Sergeants	249
0.	Drug Testing Policy and Procedures	254
P.	Dental Settlement, March 8, 2002	285

DOCUMENTS ACCOMPANYING AGREEMENT

A-I	Job Specification No. 2605— Police Sergeants — Revised - June, 1998	288
A-2	Job Specification No. 2606 — Detective Sergeants — Revised - June, 1998	290
B	Seniority — Police Sergeants — P01 2-1 C — Revised - June, 1998	293
C	Sergeants Transfer Procedure — P01 2-4 — Revised - June, 1998	294
D	Leave of Absence — PAI 20-3.06 — June 30,1976	298
E	Maternity Leave — PAI 20-3.12 — August 6, 1981	303
F	Disciplinary Investigation — PDI 2-6 — July, 1980	311
G	Disciplinary Proceedings — Permanent Classified Employees — PAI 20-1 .10 - September 30, 1970	315

PAGE

H	Uniform Allowances — PAI 20-4.01 — January 14, 1974	330
I	Regulation Police Equipment — PDI 7-8 — November, 1983	339
J	Tuition Assistance Program	345
K	Use of Rented and Employee — Owned Vehicles - PAI 15-3.05 — March 28, 1977	349
L	Issuance and Use of Port Authority Passes - PAI 40-1.01 — December 20, 1973	353
M	Police Sergeants/Detective Sergeants Position and/or Assignment List	365
N	Police Sergeant Work Charts	367
0	Service and Personal Revolvers — PDI 7-1 — November, 1983	376
P	Removal of Employee for Mental or Physical Disability - PAI 20-1.09 September 30, 1970	383
Q	Pay Plan C In-grade Salary Increases OPI 20-2x.05 — September 9,1973	385
R	Clarification of Application of Rule 3	388
S	Clarifications to Document F and Document G	389
T	Interviews of Non-Target Sergeants During Exigent Circumstances	392
U	Military Leave - PAI 20-3.10 - August 24, 1972	393
V	Excused Absences - PAI 20-3.05 - May 15, 1970	406
W	Long Term Disability	410

OTHER LETTERS OF AGREEMENT

1.	Lee memo dated 8/30/79 (Protective Vests)	414
2.	Information Bulletin No. 11 dated 3/3/65	421
3.	Information Bulletin No. 34 dated 7/22/68	424
4.	Bennett letter dated 10/17/74 (Joint Negotiations)	425
5.	Lee letter dated 10/18/74 (Non-Police Personnel)	426
6.	Kurshan letter dated 9/19/75 (Accidental Death Benefits)	427
7.	Jannotto letter dated 3/15/05 - FLSA	429
8.	Giovanni memo dated 9/29/81 (Police Officer Patrols)	430
9.	De Geneste letter dated 4/23/84 (Stress)	431
10.	Darcy letter dated 6/21/88 (Group Health Insurance)	432
11.	De Geneste letter dated 4/23/84 (Large Size Vehicles)	433
12.	Segalini memo dated 1/9/85 (Personal Leave)	434
13.	Duffy letter dated 4/23/76 (Labor Relations Instruction)	435
14.	Drasheff letter dated 10/16/92 (Holiday Pay Grievance)	436
15.	Valenti letter dated 3/23/05 (CPD Coverage)	438
16.	Valenti letter dated 3/11/05 (Police Academy Fire School)	440
17.	Valenti letter dated 3/24/05 - Starting Times ACU	441
18.	Valenti letter dated 3/25/05 - Administrative Chart 2005 - Holidays	442
19.	Darcy letter dated 10/1/81 (Indemnification)	443
20.	Valenti letter dated 3/23/05 (Clarification of Appendix F)	444

PAGE

21.	Morris letter dated 6/30/98 (Suspensions)	445
22.	Segalini letter dated 3/31/05 (PDI's & POI's)	446
23.	Settlement of IP 96-4/98-25 (Port Service Club)	447
24.	Settlement of 12S-01 - 3/07/02 (SBA MOA Section I, paragraph 5)	452
25.	Settlement of 8S-98 - 3/16/99 (Police Sergeant's Starting Time)	453
26.	Letter of Agreement - 9/17/99 (Vision Plan)	454
27.	Settlement of IP 01-46 - 11/23/04 (Union Excused Time)	456
28.	Letter of Assurances - 2/17/05 (CPD Sergeant's Duties)	457
29.	Letter of Agreement - 2/17/05 (Excused Absence)	458
30.	Letter of Agreement - 03/03/05 (Same Sex Domestic Partner Health Insurance)	459
31.	Medical Hearing	460

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 Sergeants Benevolent Association (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 Sergeants;

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 Sergeant" shall mean all persons employed in the position described in Port Authority Job Specification No. 2605 dated September, 1976 and revised June, 1998. It shall also mean all persons employed in the positions described in Port Authority Job specification No. 2606 dated November, 1972, and revised September, 1981 and further revised June, 1998, annexed hereto, 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 Sergeants 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 Sergeants covered by this Memorandum of Agreement.

4. Upon presentation of a dues checkoff authorization card signed by an individual Police Sergeant, the Port Authority shall deduct from the compensation paid to the individual Police Sergeant 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 Police Sergeants, such as memoranda from Police Headquarters (formerly known as Police Division), Facility Police Commands, or Consolidated Police Zone Commands prepared for bulletin board posting

or general dissemination to such Police Sergeants. 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 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 Sergeants 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 Police Commanding Officer or his designee and shall not interfere with facility operations. The present practice as to Association recruitment at the Police Academy shall be maintained.

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 Sergeants 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 Sergeant 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 Sergeant (Job Specification 2605) 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 Sergeant (Job specification 2605) 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 Sergeant (Job Specification 2605) on or after January 1, 1998, but before the execution of the Memorandum of Agreement will be as shown on the scheduled annexed hereto as Appendix "A(3)".

4. The salary ranges of individuals promoted to the rank of Police Sergeant (Job Specification 2605) 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 Sergeant (Job Specification 2606) before January 1, 1998, who had been promoted to the rank of Police Sergeant (Job Specification 2605) 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 Sergeant (Job Specification 2606) on or after January 1, 1998, but before the execution of the Memorandum of Agreement will be as shown on the schedule annexed hereto as Appendix "A(6)".

7. The salary ranges of individuals promoted to the rank of Detective Sergeant (Job Specification 2606) on or after the Execution of the Memorandum of Agreement will be shown on the schedule annexed hereto as Appendix "A(7)".

8. A Police Sergeant, Job Specification No. 2605, shall not be entitled to receive the salary of a Detective Sergeant, Job Specification No. 2606 for any reason, including but not limited to the performance of any work related to Detectives and/or Police Officers in plainclothes. In the event the Port Authority assigns a Police Sergeant, Job Specification No. 2605, to fill a Detective Sergeant, Job Specification No. 2606 roll call position for an entire eight hour tour of duty in plainclothes, that Police Sergeant, Job Specification No. 2605, shall be entitled to receive for each of the eight hours worked on that tour of duty, in addition to his base salary, an amount determined as follows:

(i) if the Police Sergeant, Job Specification 2605, is covered by either Appendix "A(1)" or Appendix "A(2)" then he shall be entitled to receive, if on straight time, an amount equal to the difference

between that Police Sergeant's bi-weekly rate of pay under Appendix "A(l)" or "A(2)", as applicable, divided by eighty (80) and the biweekly rate of pay of a Detective Sergeant on Step Two of Appendix "A(5)" divided by eighty (80), or, if on overtime, an amount equal to one and one-half (1 1/2) times the difference between that Police Sergeant's bi-weekly rate of pay under Appendix A(l)" or "A(2), as applicable, divided by eighty (80) and the bi-weekly rate of pay of a Detective Sergeant on Step Two of Appendix A(5)" divided by eighty (80); or

(II) if the Police Sergeant, Job Specification 2605, is covered by Appendix "A(3)" then he shall be entitled to receive, if on straight time, an amount equal to the difference between that Police Sergeant's bi-weekly rate of pay under Appendix "A(3)" divided by eighty (80) and the bi-weekly rate of pay of a Detective Sergeant on Step One of Appendix "A(5)" divided by eighty (80), or, if on overtime, an amount equal to one and one-half (1 1/2) times the difference between that Police Sergeant's bi-weekly rate of pay under Appendix "A(3)" divided by eighty (80) and the bi-weekly rate of pay of a Detective Sergeant on Step One of Appendix "A(6)" divided by eighty (80).

(iii) If the Police Sergeant, Job Specification 2605, is covered by Appendix "A(4)" then he shall be entitled to receive, if on straight time, an amount equal to the difference between that Police Sergeant's bi-weekly rate of pay under Appendix "A(4)" divided by eighty (80) and the bi-weekly rate of pay of a Detective Sergeant on Step One of Appendix "A(7)" divided by eighty (80), or, if on overtime, an amount equal to one and one-half (1 ½) times the difference between that Police Sergeant's bi-weekly rate of pay under Appendix "A(4)" divided by eighty (80) and the bi-weekly rate of pay of a Detective Sergeant on Step One of Appendix "A(7)" divided by eighty (80).

9. 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 Sergeant during any period in which that Police Sergeant is suspended without pay or administratively suspended. In the event that the Police Sergeant is subsequently reinstated to full duty, the Police Sergeant'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.

10. 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.

IV. LONGEVITY ALLOWANCES

1. Longevity shall be as follows (see Appendices "A(1)", "A(2)", "A(3)", "A(4)", "A (5)", "A(6)" and "A(7)"):

a. Longevity shall be based upon the base salary of the Police Sergeant

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 Sergeant at one of the rates specified in paragraph 1.b. effective in the bi-weekly pay period in which the individual Police Sergeant 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 Sergeant 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 12 ½ per cent (12 ½%) of his base hourly rate.

2. Except as provided by applicable law, shift differential premium shall not be paid for any overtime hours worked by a Police Sergeant, 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 Sergeant 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 Sergeant 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. Detective Sergeants shall not be entitled to receive preparation time allowance.

2. All Police Sergeants 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 Sergeants shall not be required pursuant to this Section VI to report to work fifteen minutes prior to the start of each 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 Police Sergeant 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)", "A(6)" and "A(7)" and shall be payable to all eligible Police Sergeants 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 Sergeants pursuant to Paragraph 1 of this section shall supersede and be inclusive of the following allowance payments formerly received annually by Police Sergeants: 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 Police Sergeants.

5. Police Sergeants shall be eligible for the full annual uniform allowance without regard to the Police Sergeant 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 Police Sergeant who is suspended without pay shall be made only when the Police Sergeant 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 Police Sergeants at no expense.

7. In the event Police Sergeants experiment with a prototype uniform clothing item which eventually becomes a formal part of the uniform, the Police Sergeant 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 Sergeants shall be paid for by the Port Authority.

9. Police Sergeants 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 Sergeant of an item of uniform damaged beyond normal wear and tear in the line of duty without fault or negligence of the Police Sergeant, the Port Authority shall reimburse such Police Sergeant for the cost of replacement of such item prorated from the time of purchase by such Police Sergeant against the useful life of the item. In addition, upon production by a Police Sergeant 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 Sergeant, the Port Authority shall reimburse such Police Sergeant 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 Sergeants at no cost to them. In addition, the Port Authority will pay the full cost of alterations to a Police Sergeant'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 Sergeant.

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 Detectives Endowment Association, the Port Authority Police Lieutenants Benevolent Association, 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 Lieutenants 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 Sergeant, the Port Authority is responsible for cleaning such extra vest.

17. Protective vests issued to Police Sergeants 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 the federal or state government recommends replacement of such vests, it shall be replaced at the sole expense of the Port Authority.

18. Police Sergeants 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 XV (4) (g) of this Memorandum of Agreement and when otherwise required to travel in uniform, Police Sergeants 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.

VIII. LIFE INSURANCE

1. During the term of this Memorandum of Agreement, the Port Authority will provide Group Life Insurance for active Police Sergeants 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 Sergeant in an amount of coverage equal to three times the Police Sergeant'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 Sergeant during the term of this Memorandum of Agreement as set forth in Appendices "A(1)", "A(2)", "A(3)", "A(4)", "A(5)", "A(6)" or "A(7)", annexed hereto, adjusted to the next highest multiple of $1,000.00. With each change in base annual salary for a Police Sergeant under the group policy, his Group Life Insurance coverage will be appropriately adjusted.

3. Each Police Sergeant 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 Sergeant 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 Sergeant after retirement shall continue without change until such Police Sergeant 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 Sergeant 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 Sergeants, 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 Police Sergeants 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 Police Sergeant 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 Sergeants 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 I.a. hereof 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 Sergeants 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 Sergeants 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 Sergeants 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 Sergeants 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 Sergeant, 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 Sergeants enrolled in the United Healthcare ("PPO") Plan shall enjoy benefits coverage no less than the group health plan benefits heretofore applicable to Police Sergeants 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 Sergeants 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 Sergeant 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 Sergeants. 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 Sergeant with the Vision Care Plan (National Vision Administrator - Port Authority Sponsor No. 1007) provided by the Port Authority to managerial employees as of October 15, 1999 and such plan shall be the sole and exclusive vision care benefit provided to active Police Sergeants. 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 Sergeants who at the time of their retirement were members of the Port Authority Group Health Insurance Program and, for Police Sergeants who retire on or after June 30, 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 Sergeants who retire on or after October 15, 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 Sergeant 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 Sergeants, 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 Sergeants 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 Police Sergeants 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 "P"; 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 Sergeants 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 Sergeant the full premium costs of such insurance.

1.b. The Port Authority shall provide Group Dental Insurance to active Police Sergeants, 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 "P", 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 Police Sergeants 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 Sergeant the full premium costs of such insurance.

1.c. As an alternative to the Port Authority Group Dental Insurance, Police Sergeants 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 Sergeant the full premium costs of such insurance. The Port Authority will permit Police Sergeants 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 Sergeant at any time. Police Sergeants 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 Sergeants 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 Sergeant 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 Sergeant 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 Sergeant's retirement and the benefits available to any such retired Police Sergeant 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 Sergeants, 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 Police Sergeant 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 Sergeant 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 Sergeant 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 Sergeant 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 Sergeant 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 Police Sergeant shall be assigned to a work chart, which shall provide for a minimum of 120 (121 for Police Sergeants 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 are for Detective Sergeants only and 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 "K" annexed hereto.

** But see Appendix "K" for vacation relief work charts for Detective Sergeants 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 for Detective Sergeants only.

4. At the end of any calendar year in which a Police Sergeant has received fewer than 120♦ regular days off, the number of regular days off received by such Police Sergeant 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 Sergeants assigned to the administrative chart.)

5. The standards established in this Section XII for work charts shall not preclude any Police Sergeant 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 Sergeants 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 Sergeant's request subject to the following: (i) The police Sergeant with the greatest Police Sergeant seniority shall be assigned the selection of his

choice for squad or position assignments; (ii) For detail assignments the Police Sergeant with the greatest Police Sergeant 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, position or detail assignment shall then be filled by the assignment of the junior Police Sergeant.

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 Sergeants assigned to that Facility Police Command for squad, position or detail assignments within those work charts.

c. If a Police Sergeant assigned to a Facility Police Command is involuntarily removed from his squad, position or detail assignment as a result of the decision of the Port Authority to reduce Police Sergeant staffing from any work chart in use at that Facility police Command, then that police Sergeant, and all Police Sergeants assigned to that Facility police Command, if any, who are bumped from their squad, position or detail assignment as a result of that Police Sergeant's selection of a new squad, position or detail assignment, shall have the right to select a squad, position or detail 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-IC, dated April 1988, and further revised with the agreement of the Association as P.0.1. 2-IC, dated May, 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, Secretary, Sergeant-at-Arms and three Trustees 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 Command administrative work charts. Work chart selection by the Association First Vice President, Second Vice President, Treasurer, Secretary, Sergeant-at-Arms and three Trustees of the Association upon completion of their respective terms of office shall be in accordance with Limited Distribution Directive 3-05

XIII. OVERTIME; COMPENSATORY TIME

1. Overtime shall be earned and paid to a Police Sergeant, 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 Sergeant as set forth in

the schedules annexed hereto as Appendices "A (l)", "A (2)", "A (3)", "A (4)", "A (5)", "A(6)" or "A(7)", 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 Sergeant 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 Sergeant is afforded and accepts the option to terminate his tour of duty after eight hours worked (exclusive of preparation time). However, the Police Sergeant 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 Sergeant is required to work on a scheduled day off which is not rescheduled at the request of the Police Sergeant or by reason of promotion, reassignment or mandatory attendance at training programs. If such a police Sergeant 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 Sergeant 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 Sergeant 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 XVI of this Memorandum of Agreement, or Christmas Eve or New Year's Eve.

5. A police Sergeant required to work on a scheduled day off which is not rescheduled at the request of the Police Sergeant 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 Sergeant 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 Sergeant 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 Sergeant's compensatory time bank exceeds the new hourly maximum; the Police Sergeant 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 Sergeant's compensatory bank shall be paid at straight time rates.

7. Except for preparation time allowance if the Police Sergeant 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 Police Sergeants 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 Sergeants 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 Sergeants 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 Sergeant is otherwise entitled thereto pursuant to Section VI of this Memorandum of Agreement.

10. A Police Sergeant 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 (except for the two Police Academy Airport Crash/Fire/Rescue (CFR) Instructors permanently designated to perform CFR training at JFK Airport) will be compensated at his daily base rate or overtime rate 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. Effective August 23, 2004, the maximum hours provisions of the Fair Labor Standards Act (FLSA) became applicable to Sergeants as set forth in the correspondence dated March 15, 2005 from Rosetta Jannotto, 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 Sergeants Benevolent Association.

12. Overtime payments shall be made only in circumstances where overtime work is incurred in accordance with existing Public Safety Department (formerly known as Police Division) policy or procedures or where such work is required by authorized Public Safety Department personnel.

13. Any Police Sergeant 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 Police Sergeants 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 Police Sergeants to work overtime because of their special training or other skills; or j) on a holdover or early call in basis for that Police Sergeant's appearance in court; or k) overtime ordered pursuant to Appendix "I".

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.

XIV. 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.

XV. 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:

(1) Patrol and Detective Sergeants

(i) Day tours Starting Time -

6AM and 7AM

(ii) Day Tours Ending Time -

2PM and 3PM

(iii) Afternoon Tours Starting Time -

2PM, 3PM and 4PM*

*4 PM only applicable to JFK & PABT

(iv) Afternoon Tours Ending Time -

10PM, 11PM, and 12 Midnight*

*12 Midnight only applicable to JFK & PABT

(v) Night Tours Starting Time -

10PM and 11PM

(vi) Night Tours Ending Time -

6AM and 7AM

(2) Administrative Sergeants**

(i) Day Tours Starting Time -

6AM, 7AM, and 8AM

(ii) Day Tours Ending Time -

2PM, 3PM and 4PM

(iii) Afternoon Tours Starting Time -

2PM, 3PM and 4PM

(iv) Afternoon Tours ending Time -

10PM, 11PM and 12 Midnight.

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 Sergeants assignments. The Port Authority may alter the starting time for any tour of duty of any Police Sergeant to any starting time provided for that tour in Paragraph 1.b. of this Section. Notice of an alteration shall be given to the Police Sergeant by the end of his immediately preceding tour of duty, except that when a Police Sergeant 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 Sergeant 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. Police Sergeant's regularly scheduled tour of duty shall not be altered except under the following conditions:

(i) A Police Sergeant who has failed to qualify with his service weapon shall not be entitled to the payment set forth herein paragraph vi, 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 Police Sergeant's regularly scheduled tour of duty is given the Police Sergeant for the purpose of his promotion, his permanent transfer or reassignment, and five calendar

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**Administrative Sergeants are designated as the Administrative Sergeants at the PABT, JFK, LT, CPD and the (2) ACU Sergeants only.

days notification of a proposed change in the Police Sergeant's regularly scheduled tour of duty is given the Police Sergeant 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 Sergeant'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 Police Sergeant 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 Sergeant 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 Sergeant is cleared for duty for each occasion of absence hereunder notwithstanding the shortening of the Police Sergeant's tour for the purpose of providing eight hours of time off prior to his next regularly scheduled tour of duty provided the Police Sergeant 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 Sergeant's regularly scheduled days off.

(v) A Police Sergeant who is assigned to jury duty which is of four or more consecutive days duration or a Police Sergeant 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 Police Sergeant'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 Sergeant 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 XV Paragraph I.d. (i), (ii), (iii), and (iv) or by Section XVIII Paragraphs 8 and 9, or Section XXXVIII Paragraph 3 of this Memorandum of Agreement, or as provided below, any alteration of a Police Sergeant's regularly scheduled tour of duty shall result in payment to the Police Sergeant of 4 hours of pay at his straight time rate in addition to his regular pay for the full tour.

e. A Police Sergeant 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 Sergeant 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 Sergeant duties which he would otherwise be permitted to perform consistent with other Sections of this Memorandum of Agreement. Such assignment, however, can be performed in uniform. Beginning June 30, 1998 and thereafter the immediately preceding sentence shall not be in effect.

2. The Port Authority will provide sleeping accommodations (at a predesignated motel or hotel selected by the Facility Police Commanding Officer) for Police Sergeants 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 Sergeant'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 (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 Sergeant'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 Sergeant 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 Police Sergeant 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. Police Sergeant'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 Sergeant. In the event the training program notification is canceled, the Police Sergeant

shall remain at his permanently assigned Facility Police Command unless otherwise assigned in accordance with this Memorandum of Agreement.

b. A Police Sergeant may be assigned without advance notice, to work on his regularly scheduled tour of duty at a Facility Police Command other than his permanently assigned Facility Police Command 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 Sergeants 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. A Police Sergeant who is assigned to a position identified as a "Detail" in Document M of this Memorandum of Agreement may be assigned to any location outside his permanently assigned Facility Police Command to perform the work of his Detail.

e. A Police Sergeant may be assigned to a Facility Police Command other than his permanently assigned Facility Police Command pursuant to Section XVIII Paragraphs 8 and 9, Section XXVIII Paragraph 8, Appendix "K", Appendix "M" or Appendix "N" of this Memorandum of Agreement.

f. Police Sergeants assigned to PATH may be assigned to cover the Central Police Desk and Police Sergeants assigned to JFKIA may be assigned to cover the Fire School in accordance with the letters of agreement, annexed hereto, dated March 23, 2005 and March 11, 2005, respectively.

g. In addition to the above, a Police Sergeant may be assigned to a Facility Police Command within a contractually designated consolidated Police Zone as follows:

(i) assign senior qualified Police Sergeant(s) who volunteer(s) or

(ii) assign junior qualified Police Sergeant.

(iii) such Police Sergeant shall first report to his permanently assigned Facility Police Command to sign on duty.

(iv) Police Sergeants required to work a regularly scheduled tour at a location other than his permanently assigned Facility Police Command shall be provided with a Port Authority Police vehicle when responding to that location irrespective of whether that location is situated within or outside his contractually designated consolidated Police Zone.

(v) No Police Sergeant shall be ordered and/or instructed and/or requested to use his personal vehicle for transportation from his permanently assigned Facility Police Command to any other location.

(vi) Any Police Sergeant required to report to a location other than his permanently assigned Facility Police Command shall return to his permanently assigned Facility Police Command at the end of his regularly scheduled tour to sign off duty.

(vii) In implementation of this procedure the Port Authority may not create an excess Police Sergeant by failing to fill a normal roll call position in order to use the Police Sergeant who would have filled that position to cover a deficiency at another Facility Police Command.

5. Except as permitted by Paragraph 4 of this Section, any assignment of a Police Sergeant employed in the position described in Job Specification 2605 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 Sergeant 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 Sergeant:

(i) for the performance of work on any tour of duty for which he is compensated at overtime rates, unless the Police Sergeant 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.

XVI. HOLIDAYS

1. Police Sergeants 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. If as part of his regular work schedule, a Police Sergeant 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.

3. If as part of his regular work schedule, a Police Sergeant 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.

4. A Police Sergeant 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.

XVII. VACATION

1. Annual vacation allowances for Police Sergeants 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 Sergeant is required to work for other than disciplinary reasons on a vacation day and if such vacation day is not rescheduled at the Police Sergeant's request, such Police Sergeant 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 assignments for each individual Police Sergeant.

4. Said vacation charts will guarantee each Police Sergeant 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. A Police Sergeant who is permanently transferred to a facility will pick a vacation chart group and number from the vacant vacation charts at the facility for the calendar year following the year in which he is transferred. In the event more than one Police Sergeant is permanently transferred to a facility on the same date, the Police Sergeants will be offered the vacant vacation charts at the facility for the calendar year following the year in which they were transferred in the order of their Port Authority Police

Sergeant seniority. The vacant charts at each facility for the following year shall be posted December 1 of each year. Said vacant vacation charts shall represent a balanced distribution of vacation charts at the facility.

6. Vacation Exchange/Vacation Carryover Program

a. Vacation Exchange

Effective upon the execution of the Memorandum of Agreement, Police Sergeants will be permitted to participate in the Port Authority's Vacation Exchange Program ("Exchange Program") upon the following terms and conditions. Police Sergeants 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 Sergeants 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 Sergeants 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 Sergeants who utilize the Exchange Program must use at least ten (10) vacation days in any year in which the Police Sergeant participates in the Exchange Program.

4. Eligible Police Sergeants who wish to exchange vacation days for bi-weekly payments mush make an election before the end of the year. Police Sergeants 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 Sergeants shall be permitted to carryover any portion of their annual vacation day allotment up to a total of one year of the Police Sergeant'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 Sergeant. Upon retirement, a Police Sergeant 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 Sergeants will be permitted to participate in the Port Authority's Vacation Carryover Program ("Carryover Program") upon the following terms and conditions. Police Sergeants 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 Sergeants who have no absences do 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 Sergeants 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 Sergeants who utilize the Vacation Carryover Program must use at least ten (10) vacation days in any year in which the Police Sergeant participates in either program.

   d. Police Sergeants 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 Sergeant'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.

XVIII. SICK LEAVE

1. Sick leave policies for Police Sergeants 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 Police Sergeant 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 Police Sergeant 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 Police Sergeant 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 Sergeant'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 Sergeant and the Association. Failure on the part of the Police Sergeant 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 Sergeant can provide to the Office of Medical Services documentation from a physician which establishes that the Police Sergeant 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 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 Sergeant 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 Police Sergeant 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 Sergeant 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 June 30, 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 Sergeant'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 Sergeant no longer receiving full pay due to sick leave or injury incurred in the line of duty will be trained for and assigned to one of three authorized Police Sergeant medically restricted duty positions (which may be in any of the Consolidated Police Zones set forth in Section LV (1) of this Memorandum of Agreement) 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

d. following any training period determined by the Port Authority to be necessary, he is capable of performing the functions of that authorized medically restricted position.

9. Training for such assignment will be given, when practicable, before the Police Sergeant enters reduced pay status. Such assignment shall continue until the Police Sergeant returns to full duty or leaves Port Authority service. None of the payments provided for in Section XV of this Memorandum of Agreement will be earned by such Police Sergeant 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 Sergeant 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 Sergeant 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 Sergeant has no unexcused absence or absence for reasons of sickness or injury - two days compensation; for each calendar year during which a Police Sergeant 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 June 30, 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 Sergeant and any full calendar year during which a Police Sergeant is promoted to the rank of Police Lieutenant.

13. Each Police Sergeant 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 Sergeant's treating physician concerning whether a) the Police Sergeant 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 Sergeant a list of at least three physicians from among whom the Sergeant shall promptly make an appointment for the purpose of obtaining a medical opinion on this issue. If the Police Sergeant requests an additional list of at least three physicians, then the OMS shall provide an additional list to the Police Sergeant, provided that the Police Sergeant makes such request in writing to the OMS within three working days of the Officer's receipt of the first list. The opinion of that physician as to whether a) the Police Sergeant 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 Sergeant and the Association and not subject to the grievance-arbitration procedures of the Memorandum of Agreement.

XIX. RETIREMENT

1. Subject to applicable law, retirement benefits for Police Sergeants shall be those provided by the New York State and Local Police and Fire Retirement System under the programs applicable to Port Authority Police Sergeants pursuant to the New York Retirement and Social Security Law. In addition, the Port Authority shall continue to elect to offer Police Sergeants 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 Sergeants 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.

XX. EMPLOYMENT SECURITY

1. During the term of this Memorandum of Agreement, no Police Sergeant shall be deprived of his employment as a Port Authority Police Sergeant (a) by reason of the replacement of police with non-police employees (i) on the catwalks at the Holland and Lincoln Tunnels, (ii) on posts numbered 53 and 56 at the Holland Tunnel (as those posts were numbered on October 19, 1974), and (iii) at the emergency garages at the Holland and Lincoln Tunnels and the George Washington Bridge, or (b) by reason of the abolition or modification of the requirements for additional police coverage at John F. Kennedy International Airport, LaGuardia Airport and Newark Liberty International Airport pursuant to Part 107 of the Federal Aviation Regulations and Chapter 12; 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 Sergeants 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.

XXI. PROMOTION TO THE RANK OF POLICE LIEUTENANT

Procedural elements for promotion of Police Sergeants to the rank of Police Lieutenant, if applicable, shall be 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".

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 XVIII, Section XXI and Appendix "J" annexed hereto, Section XXIX, Section XXX, Paragraph one of Section XXXIII, 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 Sergeant 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 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 denial thereof, as the case may be. The procedure for processing such grievances filed before the 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

During the term of this Memorandum of Agreement, transfers of Police Sergeants shall be administered in accordance with the procedures set forth in PDI 3-11 revised as of October, 1974, revised with the agreement of the Association as PDI 2-4 dated June, 1980, further revised with the agreement of the Association as PDI 2-4 dated September, 1981, further revised with the agreement of the Association as PDI 2-4, dated April, 1984, further revised with the agreement of the Association as PDI 2-4, dated April, 1988, further revised with the agreement of the Association as PDI 2-4, dated March 8, 1993, further revised with the agreement of the Association as P.O.I. 2-4, dated June 1998, and further revised with the agreement of the Association dated February, 2005 annexed hereto as Document "C."

XXIV. EXCUSED ABSENCES AND PERSONAL LEAVE

Except as provided herein, the excused time policy for Police Sergeants 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 "V" other than subdivision 10 of paragraph A and paragraphs B and D of Part III thereof.

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 Sergeants 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 Sergeant who has been granted a leave of absence pursuant to such policy on or after June 21, 1988, must be reinstated as a Police Sergeant upon return from such leave, provided the Port Authority Office of Medical Services determines that the Police Sergeant is medically fit to return to duty.

2. The maternity leave of absence policy for Police Sergeants 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 Sergeant to avail herself of the foregoing, the Police Sergeant 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 Sergeants shall be as set forth in PAI 20-3.10, dated August 24, 1972, annexed hereto as Document "U" except as modified herein. The aforementioned modifications are as follows: (a) Police Sergeants 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 Sergeant 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 Sergeant's regularly scheduled Port Authority work days; and (c) each Police Sergeant 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 Sergeant's regularly scheduled Port Authority work days; and (d) Police Sergeants 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 "U" (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 Sergeants shall be as set forth in PDI 3-1 revised September, 1962, further revised with the agreement of the Association as PDI 2-1, dated September, 1981, as revised with the agreement of the Association as PDI 2-1C, dated

April, 1988, further revised with the agreement of the Association as P.O.I. 2-1C dated May, 1988, 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 Sergeants 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 Sergeant 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 Sergeant 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 Sergeant covered by this Memorandum of Agreement shall participate in any way in the disciplinary investigation of any other Police Sergeant covered by this Memorandum of Agreement.

c. If in the course of an interview between a supervisor and a Police Sergeant it appears that the matter under discussion may result in disciplinary action against the Police Sergeant, 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. 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 June 30, 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 there under 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 Sergeant on file with the Port Authority.

(iv) Except as provided in Appendix "0" annexed to this Memorandum of Agreement, the only disciplinary hearing of any kind to which Police Sergeants 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 Sergeants 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 Sergeant 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 Sergeant is administratively suspended, disciplinary charges must be filed against the Police Sergeant 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 Sergeant 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 Sergeant 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 Sergeant 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 Sergeant during those seventy-eight (or the actual number if less than seventy-eight) pay periods at the Police Command to which the suspended police Sergeant was

assigned during that period. If the Police Sergeant 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 Sergeant at each Police Command to which the Police Sergeant was assigned during that period for the pay periods he was assigned to that Police Command;

"c" is the initial estimate of the Police Sergeant's missed overtime earned per pay period to be determined, and

"d" is the average overtime earned per pay period per Police Sergeant at the Police Command to which the suspended Police Sergeant is assigned during the same pay periods of the Police Sergeant's administrative suspension.

Upon determination of "c", that amount shall be multiplied by the number of pay periods that the Police Sergeant was on administrative suspension, provided that any pay period during that suspension in which the Police Sergeant 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 Sergeant during the suspension. The resulting balance shall be paid to the Police Sergeant for missed overtime.

j. If a Police Sergeant 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 Sergeant 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 Sergeant was suspended without pay.

k. A Police Sergeant 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 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 Police Sergeants 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 Sergeant will be deemed null and void and expunged from the Police Sergeant'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 Sergeant 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 Sergeant 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 Sergeant submitted the expungement request.

XXVIII. JOB DUTIES AND RESPONSIBILITIES

1. During the term of this Memorandum of Agreement, no Police Sergeant 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. 2605 dated September, 1976, or 2606 dated November, 1972 and revised September 1981 annexed hereto, provided that Police Sergeants may be required to perform the duties of Tour Commander at any facility if such position is scheduled to be filled by a Police Sergeant; however, if a Tour Commander position on any tour of duty at any facility is scheduled to be filled by a Police Lieutenant, a Police Sergeant will perform the duties of Tour Commander at the facility in replacement of any Lieutenant only in accordance with the provisions of Paragraph 3 of this Section.

2. Any responsibilities of Police Sergeants with respect to non-police Port Authority personnel or personnel who are not Port Authority employees, including those currently employed, shall be limited to assuring the protection of life and property at Port Authority facilities. However, Police Sergeants may supervise, train, and otherwise administer non-police personnel directly associated with public safety functions.

3. Police Sergeants may only be used to replace absent Police Lieutenants at straight-time Police Sergeant rates for the first day of each absence of a Lieutenant due to a sickness, injury on duty or unplanned personal emergencies such as illness or death in family. In any other instance in which a Police Sergeant is used to fill and assume the responsibilities of a position scheduled to be filled by a Police Lieutenant who is absent, he will receive a premium of one-half his straight time rate for up to eight hours worked in connection with such tour (exclusive of preparation time). Any overtime hours (exclusive of preparation time) voluntarily worked by the Police Sergeant in connection with such tour will be paid for exclusively at his normal overtime rate computed in accordance with Section XIII hereof.

4. Direct supervision of Detectives shall be the exclusive responsibility of Detective Sergeants, Job specification 2606. With respect to special programs or

investigations involving Detectives and/or Police Officers in plainclothes, including matters involving the Port Authority Inspector General's Office or programs or task forces involving outside agencies such as, for example, the U.S. Drug Enforcement Agency or the Newark Auto Task Force, the direct supervision of Detectives and the supervision of Police Officers in plainclothes performed by Detective Sergeants shall be consistent with Appendix "N" annexed hereto.

5. Detective Sergeants, Job Specification 2606, shall be responsible for supervising Police Officers who are assigned to perform duties in plainclothes, provided, however, that Police Sergeants, Job Specification 2605, may be assigned in plainclothes to supervise Police Officers in the Bus Terminal Youth Services Squad, and J.F.K.I.A. Hack Squad. The assignment of Police Sergeants, Job Specification 2605, to supervise Police Officers in the performance of duties in plainclothes shall not entitle them to be paid as Detective Sergeants, Job Specification 2606.

6. Police Sergeants shall continue to be assigned to perform the work of the following positions on each tour that the Port Authority schedules the work to be performed:

(i) Police Academy Instructor/Firearms Training Unit - One Police Sergeant Position

(ii) Emergency Services Training - One Police Sergeant Position

(iii) Fire School - Two Police Sergeant Positions

(iv) Police Academy Instructor/Firearms Training Unit - One Police Sergeant Position days/afternoons.

Each Police Sergeant, assigned on the effective date of the Execution of this Memorandum of Agreement, to the five positions enumerated above ("current occupant"), shall remain in his position unless he vacates the position. For purposes of this provision "vacates" means:

1. Death of current occupant;
2. Promotion of current occupant;
3. Retirement of current occupant;
4. Resignation of current occupant;
5. Transfer or permanent reassignment of current occupant;
6. Involuntary removal of current occupant as a result of disciplinary action; or
7. Involuntary removal of current occupant for "demonstrable cause".

After each current occupant vacates one of these positions the Superintendent of Police shall in his discretion determine which Police Sergeant is assigned to that position. In addition, if the Superintendent of Police in his discretion chooses to assign the performance of any other instructional work to a Police Sergeant, he shall in his discretion determine who is assigned to perform the work and such assignment shall not establish

any right in the Association to claim the work performed as its unit work.

7. 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 Sergeant who is not selected may request in writing the reason that he was not selected for the training, and such request shall be responded to in writing.

8. The parties have also reached the following agreement with respect to the unit work of Police Sergeants to perform the duties of absence control, including sick checks, on all Police Officers and Detectives.

The following Police Sergeant positions, assigned to Police Headquarters, may be assigned to perform sick checks on Police Officers and Detectives assigned to any Facility Police Command without entitlement to payment pursuant to Section XV (5) of this Memorandum of Agreement so long as they report to Police Headquarters at the start of their tour, are provided with a vehicle during a regular tour of duty to perform sick checks and are not denied the opportunity to return to Police Headquarters before going off duty:

2 Absence Control Sergeants

In addition to the above positions, the Police Sergeant positions identified below shall have included as part of their responsibilities the performance of the sick checks on Police Officers and Detectives assigned to the respective Facility Police Commands in their respective Consolidated Police Zones. Police Sergeants assigned to these positions shall not be entitled to payment pursuant to Section XV (5) of this Memorandum of Agreement in connection with the performance of the sick check duties of these positions during a regularly scheduled tour of duty provided that the unit work of the Association performed by the Police Sergeants assigned to these positions is not performed by personnel not represented by the Association when these Police Sergeants are absent from these positions, and provided they are provided with a vehicle during a regularly scheduled tour of duty to perform such sick checks during their absence from their Facility Police Command and are not denied the opportunity to return to their Facility Police Command following sick checks before going off duty. The positions so designated are as follows:

JFK	Administrative Sgt.
BT	Administrative Sgt.
LT	Administrative Sgt.

CPD	Administrative Sgt.
LGA	Construction Sgt.
CIB (HQ)	Det. Sgt.

No Police Sergeant, other than those holding the positions identified above and assigned to an authorized roll call position at the designated Facility Police Command, shall be required to perform sick checks on Police Officers and Detectives assigned to Facility Police Commands outside the Consolidated Police Zone to which the Police Sergeant's permanently assigned Facility Police Command belongs on a regularly scheduled tour of duty without payment pursuant to Section XV (5) of this Memorandum of Agreement.

9. Whenever DWI special enforcement programs are in operation, the direct supervision of Police Officers assigned to said DWI programs is the unit work of the Association. Appropriate arrangements will be made to assign Police Sergeants to perform such unit work, consistent with this Memorandum of Agreement.

10. Police Sergeants shall continue to be assigned to perform the duties of Canine Coordinator.

11. Effective on the date of execution of this Memorandum of Agreement, Police Sergeants will be assigned to perform the duties of the ESU within the Special Operations Division in accordance with Appendix M, Attachment A, annexed hereto.

12. Effective on the date of execution of this Memorandum of Agreement, the duties of the Administrative Sergeant assigned to the CPD, shall include the administrative duties associated with SOD.

13. Effective December 1, 2005 a Police Sergeant from the NLIA-Teterboro Facility Police Command Detail shall be assigned to Teterboro Airport in accordance with Appendix "M", Attachment A.

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 Sergeants shall be maintained.

2. 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	Patrol Police Sergeant (2)
HT	Patrol Police Sergeant (3) Administrative Sergeant Duties
GWB	Patrol Police Sergeant (1) Administrative Sergeant Duties
SIB-Teleport	Patrol Police Sergeant (1) Administrative Sergeant Duties
JSTC	CCTV Police Sergeant (1) Grant Sergeant (1)

3. 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
WTC	Administrative Sergeant Duties Tour Commander Duties
NYMT	Supervising Commanding Officer Duties
PN-PE	Tour Commander Duties
Police HQ	Manpower Planning Sergeant Duties
Police Academy	All duties other than those currently and heretofore performed by the positions identified in Section XXVIII (6) (i), (ii), (iii) and (iv) of this Memorandum of Agreement

4. The Association has negotiated and agreed to accept as its unit work the assignment of Sergeants to duties and schedules at the GWB, LT, HT, SIB-TELEPORT as follows:

i. L.T. Administrative Sergeant day tours of duty with Saturday and Sunday as RDO's, Port Authority holidays off, to continue to perform present duties, including present staff duties and may be required to work up to three hours per tour of duty in the A.M. as a LT Patrol Sergeant.

ii. GWB, LT, HT and SIB-Teleport Patrol Sergeants, day/afternoon tours of duty with Saturday and Sunday as RDO's Port Authority holidays off, to perform Patrol Sergeant duties in accordance with Job Spec

#2605, Document A-1 of the Memorandum of Agreement.

iii. The Police Sergeant positions in this Section 4 (i) and (ii) shall continue to be replaced in the event of their transfer, promotion and/or retirement or placement in other than their normal roll call position consistent with IP 97-10.

iv. Patrol Sergeants at the GWB, LT, SIB-Teleport and HT need not be backfilled when they are absent due to vacation, sick leave, training or other excused absences in accordance with Appendix M.

v. On the night tour seven days a week and on all tours Saturdays, Sundays and Port Authority holidays, the duties of Patrol Sergeant listed above at the GWB, LT, SIB-Teleport and HT may be performed by non-unit police personnel of a higher rank.

vi. Unit employees may be assigned to perform Patrol Sergeant duties during tours other than those scheduled tours of duty indicated above, provided, however, that no work charts other than those indicated above shall be implemented without negotiations with the Association.

5. All existing and added police Sergeant positions and/or assignments shall be maintained during the term of this Memorandum of Agreement in accordance with the Police 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.

6. Except as provided in Section XXVIII (2) of this Memorandum of Agreement, Police Sergeants will not be required or requested to train any non-police officer.

7. The Port Authority will continue to fully and completely provide a tape system on all telephones and on the radio system in all tunnel and bridge facilities.

8. Any orders communicated by civilians at the communications desk to a Police Sergeant must be authorized by the Tour Commander responsible for and assigned at the said crossing.

9. The existing work relationship at the Bus Terminal and the Central Police Desk between the Desk Sergeants and a civilian clerk shall be maintained.

10. Preservation of unit work currently and heretofore performed by unit members which continues to be performed by or on behalf of the Port Authority shall be in accordance with Appendix "M" annexed hereto.

11. The unit work performed by Sergeant Clendening in the Ticket Fraud Unit at KIA has been assigned to the Detective Sergeant responsible for the supervision of Detectives assigned to that unit at KIA, provided, however, that the Association shall have no unit work claim to work in connection with the planning of the use of computers in law enforcement activities, including the development of programs therefor.

12. The duties of Patrol Sergeant at the WTC Facility Police Command and the Port Newark-Port Elizabeth Facility Police Command and NLIA-Teterboro Facility Police Command shall be assigned to Police Sergeants.

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-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 Police Sergeants 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 Police Sergeants 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 will be applicable to Police Sergeants. All increases in the maximum reimbursement rates granted to any other employees will be applicable to Police Sergeants, whether the increased reimbursement is through amendment to the current AP 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 SERGEANTS

1. All Police Sergeants (Job Specification 2605) who have at least six years of Port Authority police service, at least two years of which is service as a Port Authority Police Sergeant, shall be eligible to be considered for promotion to the rank of Detective Sergeant (Job Specification 2606). Probationary Detective Sergeants must successfully complete a six-month probationary period to be considered permanently promoted.

2. During the term of this Memorandum of Agreement, a Police Sergeant permanently promoted to the rank of Detective Sergeant shall not be involuntarily demoted 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 Sergeant is required by his Commanding Officer to be on call to respond during off-duty hours, he shall be authorized to utilize a Police vehicle for overnight or weekend usage or, in lieu thereof, he shall be compensated for being on call in accordance with the resolution of American Arbitration Association Case No. 1330-1567-82. The reporting requirements of PAI 15-3.05 shall be adhered to.

4. All Detective Sergeants' positions, including any new positions and assignments, shall be included in Attachment "B" of Appendix "M", annexed hereto, and the work currently and heretofore performed thereby shall be the unit work of the Association. The currently authorized Detective Sergeant positions shall be as set forth in Appendix "N" annexed hereto. Within fifteen days of the date of execution of this Memorandum of Agreement the Port Authority shall offer promotions to the rank of Detective Sergeant to bring the total number of Detective Sergeant positions maintained and filled to at least fifteen. When the number of Police Sergeants who accept the promotion is sufficient to bring the total number of Detective Sergeant positions

maintained and filled to fifteen, then, if the total number of Detective Sergeant positions maintained and filled thereafter falls below fifteen, and remains below a total number of fifteen Detective Sergeant positions for more than thirty calendar days, and until the number of such positions reverts to fifteen, all Detective Sergeant positions shall be treated for purposes of Appendix "M" annexed to this Memorandum of Agreement as if they were identified on Attachment "A" to Appendix "M". However, if the Port Authority offers a promotion to the rank of Detective Sergeant within fifteen days of the date on which the number of such positions falls below fifteen and no Police Sergeant who is eligible to be considered for such promotion accepts the promotion, then all Detective Sergeant positions shall continue to be treated for purposes of Appendix "M" annexed hereto as positions identified in Attachment "B" thereto.

XXXIV. MISCELLANEOUS

1. During the term of this Memorandum of Agreement, the Port Authority will make reasonable efforts to provide designated free parking areas where Police Sergeants may park their personal vehicles while on duty at a facility. The Port Authority will reimburse Police Sergeants 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 Sergeants 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 Police Sergeant's option; provided, however, that if a Police Sergeant 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 Sergeant 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 Sergeants

shall continue to be maintained. (See letter dated May 28, 1998, annexed hereto).

5. Outdoor training of Police Sergeants shall be canceled 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 canceled after the Police Sergeants 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 Lieutenants 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 Sergeant 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 Sergeant 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 Sergeant's Port Authority employment, except for Police Sergeants whose Port Authority employment is terminated for any reason within one year of this payment. For any police Sergeant 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 Sergeant shall be "in good standing" under this Agreement unless the Police Sergeant is terminated for cause pursuant to Section XXVII of this

Agreement as a result of disciplinary charges pending due to the Police Sergeant being arrested, indicted or receiving a positive drug test conducted pursuant to Appendix "O" 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.

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 NEGOTIATING 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 Lieutenants Benevolent Association ("LBA"), at such time as the Association and the LBA 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 Sergeant'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 including late complaints from a Police Sergeant's personal files shall apply to counseling letters and other similar documents. A Police Sergeant shall acknowledge receipt of counseling letters and other similar documents, and 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 all of 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 3-05, as amended through negotiations with the Association and dated April 12, 2005.

2. During the term of this Memorandum of Agreement, the present Association office space and utilities at the George Washington Bridge shall be provided at no cost to the Association.

3. Any of the Association Executive Board Members, not to exceed ten, 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.

4. Effective January 21, 2003, 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 Sergeant'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.

5. Effective on January 21, 2003 and on each January 21st thereafter, the Port Authority shall make a contribution of $15,000.00 to the Association's Welfare Fund, which is to be used to defray the costs of providing benefits to Police Sergeants.

XXXIX. PROHIBITION OF EMPLOYERS SOLICITATION

Neither the Port Authority 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 Facility Police 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 Sergeants 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 Sergeants.

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 Sergeant 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 Sergeant 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 June 30, 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 "O."

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 Police Sergeant's weapon for failure to qualify except pursuant to a determination of the Office of Medical Services that the Police Sergeant'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 Sergeant 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 600 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.

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 Sergeant 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 Sergeant'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 Sergeants 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 Police Sergeants 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 Sergeant 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 Sergeant's base-salary) to be provided by the Port Authority.

2. An active Police Sergeant 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 Sergeant 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 Sergeant 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 Sergeant has been determined by that System with respect thereto not to be qualified for either retirement; and,

(c) The Police Sergeant has exhausted any right that he may have to administratively appeal any denial thereof by that System, excluding any action that the Police Sergeant may have to appeal his denial in the state or federal judicial system.

Nothing in this Section requires a Police Sergeant 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 Sergeant", 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 Sergeant 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 (LTD), dated June 30, 1998 is applicable to Police Sergeants and annexed hereto as Document "W".

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 Sergeants 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 Sergeant has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and said Police Sergeant 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 Sergeant all sums which the Police Sergeant shall become legally obligated to pay as damages because of acts or omission 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 Sergeant 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 Police Sergeant 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 Sergeant; in resisting an overt attempt to escape by a person in the care, custody or control of any Police Sergeant, or while in lawful confinement; or any other situation within the scope of his employment as a Port Authority Police Sergeant where the Police Sergeant has not used unjustifiable or excessive force.

2. Definitions. For purposes of this Section, the following terms are

defined as indicated:

a. "Police Sergeant". In addition to its definition contained in Section I, Paragraph 1 of this Memorandum of Agreement, the words "Police Sergeant" shall include the heirs, executors, administrators or other legal representatives of a Police Sergeant 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 Sergeant 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 Police Sergeant 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 Sergeant 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 Police Sergeant 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 Sergeant 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 Sergeant, and that the Police Sergeant 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 Sergeants shall be as set forth in Appendix "O" annexed hereto.

LV. 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:

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 and 233 Park Avenue South Facilities

d. 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 Facility/Port Ivory Facility/ Essex County Resource Recovery Center Facility

2. The following Facility Police Commands have not been consolidated with any other Facility Police Commands or Consolidated Police Zones and shall continue to be treated as separate Facility Police Commands:

a. CPD
b. HQ
c. CIB
d. Police Academy

3. Notwithstanding the above consolidations, Police Sergeants 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 Sergeants permanently assigned thereto.

LVI. SUPERVISION - BT YOUTH SERVICES SQUAD/JFKIA HACK SQUAD

Effective January 21, 2003, a Police Sergeant (Job Specification No. 2605) who the Port Authority assigns to work a Police Sergeant (Job Specification 2605) roll call position in plainclothes to perform the supervision of the Bus Terminal Youth Services Squad or the supervision of the John F. Kennedy International Airport Hack Squad shall be paid an additional amount equal to seven and one-half percent (7 ½%) of that Police Sergeant's hourly rate of pay for each hour he is engaged in the performance of such duties in plainclothes to which he has been assigned by the Port Authority, including assignments to appear in criminal court or other similar judicial or administrative proceedings which are directly related to such plainclothes assignments. For purposes of this Paragraph, a Police Sergeant's (Job Specification No. 2605) "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 biweekly salary and the base bi-weekly longevity payable to such Police Sergeant as set forth in the schedules annexed hereto as Appendix "A(l)", Appendix "A(2)", Appendix "A(3)" and Appendix "A(4)", respectively, and, for an overtime hour of work, shall be one and one-half (l 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 Sergeant as set forth in the schedules annexed hereto as Appendix "A(1)", Appendix "A(2)", Appendix "A(3) and Appendix "A(4)", respectively.

LVII. LOCKER SEARCH PROCEDURE

1. Non-criminal matters:

a) The search of lockers assigned to Sergeants in connection with non-criminal matters may occur in the following circumstances:

i) Upon the death or separation from service of the Sergeant, the Port Authority Police Command staff may search that Sergeant's locker;

ii) The Port Authority Police Command staff may search a Sergeant's locker when reasonably related to an administrative investigation of the Sergeant;

iii) The Port Authority Police Command staff may search a Sergeant's locker to retrieve Port Authority property issued to the Sergeant;

iv) The Port Authority Police Command staff may search a Sergeant'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 SBA 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 SBA 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 SBA 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 Sergeants.

LVIII. 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.

LIX. POLICE VEHICLES

"Large" sized vehicles, such as defined by NAFA, the National Association of Fleet Administrators, will continue to be provided.

LX. SPECIAL OPERATIONS DIVISION

A. Assignment to Special Operations Division

1. Effective on the date of execution of this Memorandum of Agreement, each Police Sergeant assigned to the Special Operation Division (SOD) or the Central Police Desk (CPD) shall receive a quarterly stipend of 2% of the base salary of the Police Sergeant for the entire quarter. For purposes of this paragraph, a Police Sergeant's "hourly rate of pay" shall be the amount computed by dividing by eighty (80) the base bi-weekly salary of the Police Sergeant as set forth in the schedules attached hereto as Appendix " A (1), A (2), A (3), A (4), A (5), A (6) and A (7), respectively.

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 Sergeant to payment for the entire quarter.

3. The stipend due Police Sergeants 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 Sergeant transfers out of the SOD

B. CENTRAL POLICE DESK SUPERVISION OF SPECIAL OPERATIONS POLICE OFFICERS – PREMIUM

1. The Central Police Desk (CPD) Sergeants, and Sergeants providing meals and relief coverage to the CPD Sergeants shall supervise Special Operations Division (SOD) Police Officers who are assigned to (1) Teletype, (2) Police Academy, or (3) Police Headquarters.

2. Any and all SOD Police Officers performing the duties described in Paragraph B.1., herein, shall be on the Central Police Desk Roll Call. Whenever feasible, SOD Police Officers performing the duties described in Paragraph 1, under the supervision of the CPD Sergeant or the CPD relief Sergeant shall perform their duties at the Central Police Desk.

3. The CPD Sergeant and the CPD relief Sergeant shall not be responsible for supervision of SOD Police Officers performing operational duties at the Police Academy Pistol Range.

4. Sergeants providing meals and relief to CPD Sergeants, shall be paid an amount equal to two percent (2%) of the Sergeant's hourly rate of pay for each hour or quarter hour thereof in which they perform the aforementioned supervisory responsibilities. For purposes of this paragraph, a Police Sergeant's "hourly rate of pay" for either a straight time or overtime hour shall be the amount computed by dividing by eighty (80) the total of the base bi-weekly salary of the Police Sergeant as set forth in the schedules annexed hereto as Appendix "A (1), A (2), A (3), A (4), A (5), A (6) and A (7)" respectively.

5. CPD Sergeants and Sergeants providing relief to the CPD Sergeants shall not be entitled to the payment in Section XV, paragraph 5, of the Memorandum of Agreement.

LXI. 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.

LXII. 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: _____

PORT AUTHORITY POLICE SERGEANTS BENEVOLENT ASSOCIATION

BY: _____

Witness: _____

Witness: _____

Dated: 4/12/05

Appendix "A(1)"
Salary Ranges for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/03

Step		Bi-Weekly	Annual
1	(starting rate)	$3,043.67	$79,135.42
2	(after 6 months)	$3,149.10	$81,876.60
3	(after 12 months)	$3,253.00	$84,578.00
4	(after 18 months)	$3,513.50	$91,351.00

Effective 1/21/04

Step		Bi-Weekly	Annual
1	(starting rate)	$3,157.81	$82,103.06
2	(after 6 months)	$3,267.19	$84,946.94
3	(after 12 months)	$3,374.99	$87,749.74
4	(after 18 months)	$3,645.26	$94,776.76

Effective 1/21/05

Step		Bi-Weekly	Annual
1	(starting rate)	$3,268.33	$84,976.58
2	(after 6 months)	$3,381.54	$87,920.04
3	(after 12 months)	$3,493.11	$90,820.86
4	(after 18 months)	$3,772.84	$98,093.84

Effective 1/21/06

Step		Bi-Weekly	Annual
1	(starting rate)	$3,366.38	$87,525.88
2	(after 6 months)	$3,482.99	$90,557.74
3	(after 12 months)	$3,597.90	$93,545.40
4	(after 18 months)	$3,886.03	$101,036.78

Effective 1/21/07

Step		Bi-Weekly	Annual
1	(starting rate)	$3,467.37	$90,151.62
2	(after 6 months)	$3,587.48	$93,274.48
3	(after 12 months)	$3,705.84	$96,351.84
4	(after 18 months)	$4,002.61	$104,067.86

Effective 1/21/08

Step		Bi-Weekly	Annual
1	(starting rate)	$3,606.06	$93,757.56
2	(after 6 months)	$3,730.98	$97,005.48
3	(after 12 months)	$3,854.07	$100,205.82
4	(after 18 months)	$4,162.71	$108,230.46

Effective 1/21/09

Step		Bi-Weekly	Annual
1	(starting rate)	$3,750.30	$97,507.80
2	(after 6 months)	$3,880.22	$100,885.72
3	(after 12 months)	$4,008.23	$104,213.98
4	(after 18 months)	$4,329.22	$112,559.72

Appendix "A(1)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) 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
Police Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/03

Step 3	Bi-Weekly	$3,253.00
	After 1 Year	$32.53
	After 2 Years	$48.80
	After 3 Years	$65.06
	After 4 Years	$81.33
	After 5 Years	$97.59
	After 6 Years	$113.86
	After 7 Years	$130.12
	After 8 Years	$146.39
	After 9 Years	$162.65
	After 10 Years	$178.92
	After 11 Years	$195.18
	After 12 Years	$211.45
	After 13 Years	$227.71
	After 14 Years	$243.98
	After 15 Years	$260.24
	After 16 Years	$276.51
	After 17 Years	$292.77
	After 18 Years	$309.04
	After 19 Years	$325.30
	After 20 Years	$341.57
	After 21 Years	$357.83
	After 22 Years	$374.10
	After 23 Years	$390.36
	After 24 Years	$406.63
	After 25 Years	$422.89
	After 26 Years	$439.16
	After 27 Years	$455.42
	After 28 Years	$471.69
	After 29 Years	$487.95

Effective 1/21/03

Step 4	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
Police Sergeant (Job Specification 2605) 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
Police Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/04

Step 3	Bi-Weekly	$3,374.99
	After 1 Year	$33.75
	After 2 Years	$50.62
	After 3 Years	$67.50
	After 4 Years	$84.37
	After 5 Years	$101.25
	After 6 Years	$118.12
	After 7 Years	$135.00
	After 8 Years	$151.87
	After 9 Years	$168.75
	After 10 Years	$185.62
	After 11 Years	$202.50
	After 12 Years	$219.37
	After 13 Years	$236.25
	After 14 Years	$253.12
	After 15 Years	$270.00
	After 16 Years	$286.87
	After 17 Years	$303.75
	After 18 Years	$320.62
	After 19 Years	$337.50
	After 20 Years	$354.37
	After 21 Years	$371.25
	After 22 Years	$388.12
	After 23 Years	$405.00
	After 24 Years	$421.87
	After 25 Years	$438.75
	After 26 Years	$455.62
	After 27 Years	$472.50
	After 28 Years	$489.37
	After 29 Years	$506.25

Effective 1/21/04

Step 4	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
Police Sergeant (Job Specification 2605) 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
Police Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/05

Step 3	Bi-Weekly	$3,493.11
	After 1 Year	$34.93
	After 2 Years	$52.40
	After 3 Years	$69.86
	After 4 Years	$87.33
	After 5 Years	$104.79
	After 6 Years	$122.26
	After 7 Years	$139.72
	After 8 Years	$157.19
	After 9 Years	$174.66
	After 10 Years	$192.12
	After 11 Years	$209.59
	After 12 Years	$227.05
	After 13 Years	$244.52
	After 14 Years	$261.98
	After 15 Years	$279.45
	After 16 Years	$296.91
	After 17 Years	$314.38
	After 18 Years	$331.85
	After 19 Years	$349.31
	After 20 Years	$366.78
	After 21 Years	$384.24
	After 22 Years	$401.71
	After 23 Years	$419.17
	After 24 Years	$436.64
	After 25 Years	$454.10
	After 26 Years	$471.57
	After 27 Years	$489.04
	After 28 Years	$506.50
	After 29 Years	$523.97

Effective 1/21/05

Step 4	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
Police Sergeant (Job Specification 2605) 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
Police Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/06

Step 3	Bi-Weekly	$3,597.90
	After 1 Year	$35.98
	After 2 Years	$53.97
	After 3 Years	$71.96
	After 4 Years	$89.95
	After 5 Years	$107.94
	After 6 Years	$125.93
	After 7 Years	$143.92
	After 8 Years	$161.91
	After 9 Years	$179.90
	After 10 Years	$197.88
	After 11 Years	$215.87
	After 12 Years	$233.86
	After 13 Years	$251.85
	After 14 Years	$269.84
	After 15 Years	$287.83
	After 16 Years	$305.82
	After 17 Years	$323.81
	After 18 Years	$341.80
	After 19 Years	$359.79
	After 20 Years	$377.78
	After 21 Years	$395.77
	After 22 Years	$413.76
	After 23 Years	$431.75
	After 24 Years	$449.74
	After 25 Years	$467.73
	After 26 Years	$485.72
	After 27 Years	$503.71
	After 28 Years	$521.70
	After 29 Years	$539.69

Effective 1/21/06

Step 4	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
Police Sergeant (Job Specification 2605) 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
Police Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/07

Step 3	Bi-Weekly	$3,705.84
	After 1 Year	$37.06
	After 2 Years	$55.59
	After 3 Years	$74.12
	After 4 Years	$92.65
	After 5 Years	$111.18
	After 6 Years	$129.70
	After 7 Years	$148.23
	After 8 Years	$166.76
	After 9 Years	$185.29
	After 10 Years	$203.82
	After 11 Years	$222.35
	After 12 Years	$240.88
	After 13 Years	$259.41
	After 14 Years	$277.94
	After 15 Years	$296.47
	After 16 Years	$315.00
	After 17 Years	$333.53
	After 18 Years	$352.05
	After 19 Years	$370.58
	After 20 Years	$389.11
	After 21 Years	$407.64
	After 22 Years	$426.17
	After 23 Years	$444.70
	After 24 Years	$463.23
	After 25 Years	$481.76
	After 26 Years	$500.29
	After 27 Years	$518.82
	After 28 Years	$537.35
	After 29 Years	$555.88

Effective 1/21/07

Step 4	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
Police Sergeant (Job Specification 2605) 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
Police Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/08

Step 3	Bi-Weekly	$3,854.07
	After 1 Year	$38.54
	After 2 Years	$57.81
	After 3 Years	$77.08
	After 4 Years	$96.35
	After 5 Years	$115.62
	After 6 Years	$134.89
	After 7 Years	$154.16
	After 8 Years	$173.43
	After 9 Years	$192.70
	After 10 Years	$211.97
	After 11 Years	$231.24
	After 12 Years	$250.51
	After 13 Years	$269.78
	After 14 Years	$289.06
	After 15 Years	$308.33
	After 16 Years	$327.60
	After 17 Years	$346.87
	After 18 Years	$366.14
	After 19 Years	$385.41
	After 20 Years	$404.68
	After 21 Years	$423.95
	After 22 Years	$443.22
	After 23 Years	$462.49
	After 24 Years	$481.76
	After 25 Years	$501.03
	After 26 Years	$520.30
	After 27 Years	$539.57
	After 28 Years	$558.84
	After 29 Years	$578.11

Effective 1/21/08

Step 4	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
Police Sergeant (Job Specification 2605) 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
Police Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/09

Step 3	Bi-Weekly	$4,008.23
	After 1 Year	$40.08
	After 2 Years	$60.12
	After 3 Years	$80.16
	After 4 Years	$100.21
	After 5 Years	$120.25
	After 6 Years	$140.29
	After 7 Years	$160.33
	After 8 Years	$180.37
	After 9 Years	$200.41
	After 10 Years	$220.45
	After 11 Years	$240.49
	After 12 Years	$260.53
	After 13 Years	$280.58
	After 14 Years	$300.62
	After 15 Years	$320.66
	After 16 Years	$340.70
	After 17 Years	$360.74
	After 18 Years	$380.78
	After 19 Years	$400.82
	After 20 Years	$420.86
	After 21 Years	$440.91
	After 22 Years	$460.95
	After 23 Years	$480.99
	After 24 Years	$501.03
	After 25 Years	$521.07
	After 26 Years	$541.11
	After 27 Years	$561.15
	After 28 Years	$581.19
	After 29 Years	$601.23

Effective 1/21/09

Step 4	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 Police Sergeant
(Job Specification 2605) on or After 1/1/93 but Before 1/1/98

Effective 1/21/03

Step		Bi-Weekly	Annual
1	starting rate	$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	starting rate	$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	starting rate	$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	starting rate	$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	starting rate	$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	starting rate	$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	starting rate	$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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Sergeant
(Job Specification 2605) 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 Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/03

Step		Bi-Weekly	Annual
1	starting rate	$2,994.13	$77,847.38
2	After 1st Yr	$3,181.26	$82,712.76
3	After 2nd Yr	$3,368.39	$87,578.14

Effective 1/21/04

Step		Bi-Weekly	Annual
1	starting rate	$3,106.41	$80,766.66
2	After 1st Yr	$3,300.56	$85,814.56
3	After 2nd Yr	$3,494.70	$90,862.20

Effective 1/21/05

Step		Bi-Weekly	Annual
1	starting rate	$3,215.13	$83,593.38
2	After 1st Yr	$3,416.08	$88,818.08
3	After 2nd Yr	$3,617.01	$94,042.26

Effective 1/21/06

Step		Bi-Weekly	Annual
1	starting rate	$3,311.58	$86,101.08
2	After 1st Yr	$3,518.56	$91,482.56
3	After 2nd Yr	$3,725.52	$96,863.52

Effective 1/21/07

Step		Bi-Weekly	Annual
1	starting rate	$3,410.93	$88,684.18
2	After 1st Yr	$3,624.12	$94,227.12
3	After 2nd Yr	$3,837.29	$99,769.54

Effective 1/21/08

Step		Bi-Weekly	Annual
1	starting rate	$3,547.37	$92,231.62
2	After 1st Yr	$3,769.08	$97,996.08
3	After 2nd Yr	$3,990.78	$103,760.28

Effective 1/21/09

Step		Bi-Weekly	Annual
1	starting rate	$3,689.26	$95,920.76
2	After 1st Yr	$3,919.84	$101,915.84
3	After 2nd Yr	$4,150.41	$107,910.66

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/03

Step 1	Bi-Weekly	$2,994.13
	After 1 Year	$29.94
	After 2 Years	$44.91
	After 3 Years	$59.88
	After 4 Years	$74.85
	After 5 Years	$89.82
	After 6 Years	$104.79
	After 7 Years	$119.77
	After 8 Years	$134.74
	After 9 Years	$149.71
	After 10 Years	$164.68
	After 11 Years	$179.65
	After 12 Years	$194.62
	After 13 Years	$209.59
	After 14 Years	$224.56
	After 15 Years	$239.53
	After 16 Years	$254.50
	After 17 Years	$269.47
	After 18 Years	$284.44
	After 19 Years	$299.41
	After 20 Years	$314.38
	After 21 Years	$329.35
	After 22 Years	$344.32
	After 23 Years	$359.30
	After 24 Years	$374.27
	After 25 Years	$389.24
	After 26 Years	$404.21
	After 27 Years	$419.18
	After 28 Years	$434.15
	After 29 Years	$449.12

Effective 1/21/03

Step 2	Bi-Weekly	$3,181.26
	After 1 Year	$31.81
	After 2 Years	$47.72
	After 3 Years	$63.63
	After 4 Years	$79.53
	After 5 Years	$95.44
	After 6 Years	$111.34
	After 7 Years	$127.25
	After 8 Years	$143.16
	After 9 Years	$159.06
	After 10 Years	$174.97
	After 11 Years	$190.88
	After 12 Years	$206.78
	After 13 Years	$222.69
	After 14 Years	$238.59
	After 15 Years	$254.50
	After 16 Years	$270.41
	After 17 Years	$286.31
	After 18 Years	$302.22
	After 19 Years	$318.13
	After 20 Years	$334.03
	After 21 Years	$349.94
	After 22 Years	$365.84
	After 23 Years	$381.75
	After 24 Years	$397.66
	After 25 Years	$413.56
	After 26 Years	$429.47
	After 27 Years	$445.38
	After 28 Years	$461.28
	After 29 Years	$477.19

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/03

Step 3	Bi-Weekly	$3,368.39
	After 1 Year	$33.68
	After 2 Years	$50.53
	After 3 Years	$67.37
	After 4 Years	$84.21
	After 5 Years	$101.05
	After 6 Years	$117.89
	After 7 Years	$134.74
	After 8 Years	$151.58
	After 9 Years	$168.42
	After 10 Years	$185.26
	After 11 Years	$202.10
	After 12 Years	$218.95
	After 13 Years	$235.79
	After 14 Years	$252.63
	After 15 Years	$269.47
	After 16 Years	$286.31
	After 17 Years	$303.16
	After 18 Years	$320.00
	After 19 Years	$336.84
	After 20 Years	$353.68
	After 21 Years	$370.52
	After 22 Years	$387.36
	After 23 Years	$404.21
	After 24 Years	$421.05
	After 25 Years	$437.89
	After 26 Years	$454.73
	After 27 Years	$471.57
	After 28 Years	$488.42
	After 29 Years	$505.26

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/04

Step 1	Bi-Weekly	$3,106.41
	After 1 Year	$31.06
	After 2 Years	$46.60
	After 3 Years	$62.13
	After 4 Years	$77.66
	After 5 Years	$93.19
	After 6 Years	$108.72
	After 7 Years	$124.26
	After 8 Years	$139.79
	After 9 Years	$155.32
	After 10 Years	$170.85
	After 11 Years	$186.38
	After 12 Years	$201.92
	After 13 Years	$217.45
	After 14 Years	$232.98
	After 15 Years	$248.51
	After 16 Years	$264.04
	After 17 Years	$279.58
	After 18 Years	$295.11
	After 19 Years	$310.64
	After 20 Years	$326.17
	After 21 Years	$341.71
	After 22 Years	$357.24
	After 23 Years	$372.77
	After 24 Years	$388.30
	After 25 Years	$403.83
	After 26 Years	$419.37
	After 27 Years	$434.90
	After 28 Years	$450.43
	After 29 Years	$465.96

Effective 1/21/04

Step 2	Bi-Weekly	$3,300.56
	After 1 Year	$33.01
	After 2 Years	$49.51
	After 3 Years	$66.01
	After 4 Years	$82.51
	After 5 Years	$99.02
	After 6 Years	$115.52
	After 7 Years	$132.02
	After 8 Years	$148.53
	After 9 Years	$165.03
	After 10 Years	$181.53
	After 11 Years	$198.03
	After 12 Years	$214.54
	After 13 Years	$231.04
	After 14 Years	$247.54
	After 15 Years	$264.04
	After 16 Years	$280.55
	After 17 Years	$297.05
	After 18 Years	$313.55
	After 19 Years	$330.06
	After 20 Years	$346.56
	After 21 Years	$363.06
	After 22 Years	$379.56
	After 23 Years	$396.07
	After 24 Years	$412.57
	After 25 Years	$429.07
	After 26 Years	$445.58
	After 27 Years	$462.08
	After 28 Years	$478.58
	After 29 Years	$495.08

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/04

Step 3	Bi-Weekly	$3,494.70
	After 1 Year	$34.95
	After 2 Years	$52.42
	After 3 Years	$69.89
	After 4 Years	$87.37
	After 5 Years	$104.84
	After 6 Years	$122.31
	After 7 Years	$139.79
	After 8 Years	$157.26
	After 9 Years	$174.74
	After 10 Years	$192.21
	After 11 Years	$209.68
	After 12 Years	$227.16
	After 13 Years	$244.63
	After 14 Years	$262.10
	After 15 Years	$279.58
	After 16 Years	$297.05
	After 17 Years	$314.52
	After 18 Years	$332.00
	After 19 Years	$349.47
	After 20 Years	$366.94
	After 21 Years	$384.42
	After 22 Years	$401.89
	After 23 Years	$419.36
	After 24 Years	$436.84
	After 25 Years	$454.31
	After 26 Years	$471.78
	After 27 Years	$489.26
	After 28 Years	$506.73
	After 29 Years	$524.21

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/05

Step 1	Bi-Weekly	$3,215.13
	After 1 Year	$32.15
	After 2 Years	$48.23
	After 3 Years	$64.30
	After 4 Years	$80.38
	After 5 Years	$96.45
	After 6 Years	$112.53
	After 7 Years	$128.61
	After 8 Years	$144.68
	After 9 Years	$160.76
	After 10 Years	$176.83
	After 11 Years	$192.91
	After 12 Years	$208.98
	After 13 Years	$225.06
	After 14 Years	$241.13
	After 15 Years	$257.21
	After 16 Years	$273.29
	After 17 Years	$289.36
	After 18 Years	$305.44
	After 19 Years	$321.51
	After 20 Years	$337.59
	After 21 Years	$353.66
	After 22 Years	$369.74
	After 23 Years	$385.82
	After 24 Years	$401.89
	After 25 Years	$417.97
	After 26 Years	$434.04
	After 27 Years	$450.12
	After 28 Years	$466.19
	After 29 Years	$482.27

Effective 1/21/05

Step 2	Bi-Weekly	$3,416.08
	After 1 Year	$34.16
	After 2 Years	$51.24
	After 3 Years	$68.32
	After 4 Years	$85.40
	After 5 Years	$102.48
	After 6 Years	$119.56
	After 7 Years	$136.64
	After 8 Years	$153.72
	After 9 Years	$170.80
	After 10 Years	$187.88
	After 11 Years	$204.96
	After 12 Years	$222.05
	After 13 Years	$239.13
	After 14 Years	$256.21
	After 15 Years	$273.29
	After 16 Years	$290.37
	After 17 Years	$307.45
	After 18 Years	$324.53
	After 19 Years	$341.61
	After 20 Years	$358.69
	After 21 Years	$375.77
	After 22 Years	$392.85
	After 23 Years	$409.93
	After 24 Years	$427.01
	After 25 Years	$444.09
	After 26 Years	$461.17
	After 27 Years	$478.25
	After 28 Years	$495.33
	After 29 Years	$512.41

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/05

Step 3	Bi-Weekly	$3,617.01
	After 1 Year	$36.17
	After 2 Years	$54.26
	After 3 Years	$72.34
	After 4 Years	$90.43
	After 5 Years	$108.51
	After 6 Years	$126.60
	After 7 Years	$144.68
	After 8 Years	$162.77
	After 9 Years	$180.85
	After 10 Years	$198.94
	After 11 Years	$217.02
	After 12 Years	$235.11
	After 13 Years	$253.19
	After 14 Years	$271.28
	After 15 Years	$289.36
	After 16 Years	$307.45
	After 17 Years	$325.53
	After 18 Years	$343.62
	After 19 Years	$361.70
	After 20 Years	$379.79
	After 21 Years	$397.87
	After 22 Years	$415.96
	After 23 Years	$434.04
	After 24 Years	$452.13
	After 25 Years	$470.21
	After 26 Years	$488.30
	After 27 Years	$506.38
	After 28 Years	$524.47
	After 29 Years	$542.55

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/06

Step 1	Bi-Weekly	$3,311.58
	After 1 Year	$33.12
	After 2 Years	$49.67
	After 3 Years	$66.23
	After 4 Years	$82.79
	After 5 Years	$99.35
	After 6 Years	$115.91
	After 7 Years	$132.46
	After 8 Years	$149.02
	After 9 Years	$165.58
	After 10 Years	$182.14
	After 11 Years	$198.69
	After 12 Years	$215.25
	After 13 Years	$231.81
	After 14 Years	$248.37
	After 15 Years	$264.93
	After 16 Years	$281.48
	After 17 Years	$298.04
	After 18 Years	$314.60
	After 19 Years	$331.16
	After 20 Years	$347.72
	After 21 Years	$364.27
	After 22 Years	$380.83
	After 23 Years	$397.39
	After 24 Years	$413.95
	After 25 Years	$430.51
	After 26 Years	$447.06
	After 27 Years	$463.62
	After 28 Years	$480.18
	After 29 Years	$496.74

Effective 1/21/06

Step 2	Bi-Weekly	$3,518.56
	After 1 Year	$35.19
	After 2 Years	$52.78
	After 3 Years	$70.37
	After 4 Years	$87.96
	After 5 Years	$105.56
	After 6 Years	$123.15
	After 7 Years	$140.74
	After 8 Years	$158.34
	After 9 Years	$175.93
	After 10 Years	$193.52
	After 11 Years	$211.11
	After 12 Years	$228.71
	After 13 Years	$246.30
	After 14 Years	$263.89
	After 15 Years	$281.48
	After 16 Years	$299.08
	After 17 Years	$316.67
	After 18 Years	$334.26
	After 19 Years	$351.86
	After 20 Years	$369.45
	After 21 Years	$387.04
	After 22 Years	$404.63
	After 23 Years	$422.23
	After 24 Years	$439.82
	After 25 Years	$457.41
	After 26 Years	$475.01
	After 27 Years	$492.60
	After 28 Years	$510.19
	After 29 Years	$527.78

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/06

Step 3	Bi-Weekly	$3,725.52
	After 1 Year	$37.26
	After 2 Years	$55.88
	After 3 Years	$74.51
	After 4 Years	$93.14
	After 5 Years	$111.77
	After 6 Years	$130.39
	After 7 Years	$149.02
	After 8 Years	$167.65
	After 9 Years	$186.28
	After 10 Years	$204.90
	After 11 Years	$223.53
	After 12 Years	$242.16
	After 13 Years	$260.79
	After 14 Years	$279.41
	After 15 Years	$298.04
	After 16 Years	$316.67
	After 17 Years	$335.30
	After 18 Years	$353.92
	After 19 Years	$372.55
	After 20 Years	$391.18
	After 21 Years	$409.81
	After 22 Years	$428.43
	After 23 Years	$447.06
	After 24 Years	$465.69
	After 25 Years	$484.32
	After 26 Years	$502.95
	After 27 Years	$521.57
	After 28 Years	$540.20
	After 29 Years	$558.83

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/07

Step 1	Bi-Weekly	$3,410.93
	After 1 Year	$34.11
	After 2 Years	$51.16
	After 3 Years	$68.22
	After 4 Years	$85.27
	After 5 Years	$102.33
	After 6 Years	$119.38
	After 7 Years	$136.44
	After 8 Years	$153.49
	After 9 Years	$170.55
	After 10 Years	$187.60
	After 11 Years	$204.66
	After 12 Years	$221.71
	After 13 Years	$238.77
	After 14 Years	$255.82
	After 15 Years	$272.87
	After 16 Years	$289.93
	After 17 Years	$306.98
	After 18 Years	$324.04
	After 19 Years	$341.09
	After 20 Years	$358.15
	After 21 Years	$375.20
	After 22 Years	$392.26
	After 23 Years	$409.31
	After 24 Years	$426.37
	After 25 Years	$443.42
	After 26 Years	$460.48
	After 27 Years	$477.53
	After 28 Years	$494.58
	After 29 Years	$511.64

Effective 1/21/07

Step 2	Bi-Weekly	$3,624.12
	After 1 Year	$36.24
	After 2 Years	$54.36
	After 3 Years	$72.48
	After 4 Years	$90.60
	After 5 Years	$108.72
	After 6 Years	$126.84
	After 7 Years	$144.96
	After 8 Years	$163.09
	After 9 Years	$181.21
	After 10 Years	$199.33
	After 11 Years	$217.45
	After 12 Years	$235.57
	After 13 Years	$253.69
	After 14 Years	$271.81
	After 15 Years	$289.93
	After 16 Years	$308.05
	After 17 Years	$326.17
	After 18 Years	$344.29
	After 19 Years	$362.41
	After 20 Years	$380.53
	After 21 Years	$398.65
	After 22 Years	$416.77
	After 23 Years	$434.89
	After 24 Years	$453.02
	After 25 Years	$471.14
	After 26 Years	$489.26
	After 27 Years	$507.38
	After 28 Years	$525.50
	After 29 Years	$543.62

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/07

Step 3	Bi-Weekly	$3,837.29
	After 1 Year	$38.37
	After 2 Years	$57.56
	After 3 Years	$76.75
	After 4 Years	$95.93
	After 5 Years	$115.12
	After 6 Years	$134.31
	After 7 Years	$153.49
	After 8 Years	$172.68
	After 9 Years	$191.86
	After 10 Years	$211.05
	After 11 Years	$230.24
	After 12 Years	$249.42
	After 13 Years	$268.61
	After 14 Years	$287.80
	After 15 Years	$306.98
	After 16 Years	$326.17
	After 17 Years	$345.36
	After 18 Years	$364.54
	After 19 Years	$383.73
	After 20 Years	$402.92
	After 21 Years	$422.10
	After 22 Years	$441.29
	After 23 Years	$460.47
	After 24 Years	$479.66
	After 25 Years	$498.85
	After 26 Years	$518.03
	After 27 Years	$537.22
	After 28 Years	$556.41
	After 29 Years	$575.59

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/08

Step 1	Bi-Weekly	$3,547.37
	After 1 Year	$35.47
	After 2 Years	$53.21
	After 3 Years	$70.95
	After 4 Years	$88.68
	After 5 Years	$106.42
	After 6 Years	$124.16
	After 7 Years	$141.89
	After 8 Years	$159.63
	After 9 Years	$177.37
	After 10 Years	$195.11
	After 11 Years	$212.84
	After 12 Years	$230.58
	After 13 Years	$248.32
	After 14 Years	$266.05
	After 15 Years	$283.79
	After 16 Years	$301.53
	After 17 Years	$319.26
	After 18 Years	$337.00
	After 19 Years	$354.74
	After 20 Years	$372.47
	After 21 Years	$390.21
	After 22 Years	$407.95
	After 23 Years	$425.68
	After 24 Years	$443.42
	After 25 Years	$461.16
	After 26 Years	$478.89
	After 27 Years	$496.63
	After 28 Years	$514.37
	After 29 Years	$532.11

Effective 1/21/08

Step 2	Bi-Weekly	$3,769.08
	After 1 Year	$37.69
	After 2 Years	$56.54
	After 3 Years	$75.38
	After 4 Years	$94.23
	After 5 Years	$113.07
	After 6 Years	$131.92
	After 7 Years	$150.76
	After 8 Years	$169.61
	After 9 Years	$188.45
	After 10 Years	$207.30
	After 11 Years	$226.14
	After 12 Years	$244.99
	After 13 Years	$263.84
	After 14 Years	$282.68
	After 15 Years	$301.53
	After 16 Years	$320.37
	After 17 Years	$339.22
	After 18 Years	$358.06
	After 19 Years	$376.91
	After 20 Years	$395.75
	After 21 Years	$414.60
	After 22 Years	$433.44
	After 23 Years	$452.29
	After 24 Years	$471.14
	After 25 Years	$489.98
	After 26 Years	$508.83
	After 27 Years	$527.67
	After 28 Years	$546.52
	After 29 Years	$565.36

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/08

Step 3	Bi-Weekly	$3,990.78
	After 1 Year	$39.91
	After 2 Years	$59.86
	After 3 Years	$79.82
	After 4 Years	$99.77
	After 5 Years	$119.72
	After 6 Years	$139.68
	After 7 Years	$159.63
	After 8 Years	$179.59
	After 9 Years	$199.54
	After 10 Years	$219.49
	After 11 Years	$239.45
	After 12 Years	$259.40
	After 13 Years	$279.35
	After 14 Years	$299.31
	After 15 Years	$319.26
	After 16 Years	$339.22
	After 17 Years	$359.17
	After 18 Years	$379.12
	After 19 Years	$399.08
	After 20 Years	$419.03
	After 21 Years	$438.99
	After 22 Years	$458.94
	After 23 Years	$478.89
	After 24 Years	$498.85
	After 25 Years	$518.80
	After 26 Years	$538.76
	After 27 Years	$558.71
	After 28 Years	$578.66
	After 29 Years	$598.62

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/09

Step 1	Bi-Weekly	$3,689.26
	After 1 Year	$36.89
	After 2 Years	$55.34
	After 3 Years	$73.79
	After 4 Years	$92.23
	After 5 Years	$110.68
	After 6 Years	$129.12
	After 7 Years	$147.57
	After 8 Years	$166.02
	After 9 Years	$184.46
	After 10 Years	$202.91
	After 11 Years	$221.36
	After 12 Years	$239.80
	After 13 Years	$258.25
	After 14 Years	$276.69
	After 15 Years	$295.14
	After 16 Years	$313.59
	After 17 Years	$332.03
	After 18 Years	$350.48
	After 19 Years	$368.93
	After 20 Years	$387.37
	After 21 Years	$405.82
	After 22 Years	$424.26
	After 23 Years	$442.71
	After 24 Years	$461.16
	After 25 Years	$479.60
	After 26 Years	$498.05
	After 27 Years	$516.50
	After 28 Years	$534.94
	After 29 Years	$553.39

Effective 1/21/09

Step 2	Bi-Weekly	$3,919.84
	After 1 Year	$39.20
	After 2 Years	$58.80
	After 3 Years	$78.40
	After 4 Years	$98.00
	After 5 Years	$117.60
	After 6 Years	$137.19
	After 7 Years	$156.79
	After 8 Years	$176.39
	After 9 Years	$195.99
	After 10 Years	$215.59
	After 11 Years	$235.19
	After 12 Years	$254.79
	After 13 Years	$274.39
	After 14 Years	$293.99
	After 15 Years	$313.59
	After 16 Years	$333.19
	After 17 Years	$352.79
	After 18 Years	$372.38
	After 19 Years	$391.98
	After 20 Years	$411.58
	After 21 Years	$431.18
	After 22 Years	$450.78
	After 23 Years	$470.38
	After 24 Years	$489.98
	After 25 Years	$509.58
	After 26 Years	$529.18
	After 27 Years	$548.78
	After 28 Years	$568.38
	After 29 Years	$587.98

Appendix "A (3)"
Percentage Longevity for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After 1/1/98 but Before the Execution of the MOA

Effective 1/21/09

Step 3	Bi-Weekly	$4,150.41
	After 1 Year	$41.50
	After 2 Years	$62.26
	After 3 Years	$83.01
	After 4 Years	$103.76
	After 5 Years	$124.51
	After 6 Years	$145.26
	After 7 Years	$166.02
	After 8 Years	$186.77
	After 9 Years	$207.52
	After 10 Years	$228.27
	After 11 Years	$249.02
	After 12 Years	$269.78
	After 13 Years	$290.53
	After 14 Years	$311.28
	After 15 Years	$332.03
	After 16 Years	$352.78
	After 17 Years	$373.54
	After 18 Years	$394.29
	After 19 Years	$415.04
	After 20 Years	$435.79
	After 21 Years	$456.55
	After 22 Years	$477.30
	After 23 Years	$498.05
	After 24 Years	$518.80
	After 25 Years	$539.55
	After 26 Years	$560.31
	After 27 Years	$581.06
	After 28 Years	$601.81
	After 29 Years	$622.56

Appendix "A (4)"
Salary Ranges for Individuals Promoted to the Rank of Police Sergeant
(Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/03

Step	Bi-Weekly	Annual
1 Upon Promotion	$2,994.13	$77,847.38
2 After 1st Yr	$3,054.02	$79,404.52
3 After 2nd Yr	$3,105.93	$80,754.18
4 After 3rd Yr	$3,190.42	$82,950.92
5 After 4th Yr	$3,368.39	$87,578.14

Effective 1/21/04

Step	Bi-Weekly	Annual
1 Upon Promotion	$3,106.41	$80,766.66
2 After 1st Yr	$3,168.55	$82,382.30
3 After 2nd Yr	$3,222.40	$83,782.40
4 After 3rd Yr	$3,310.06	$86,061.56
5 After 4th Yr	$3,494.70	$90,862.20

Effective 1/21/05

Step	Bi-Weekly	Annual
1 Upon Promotion	$3,215.13	$83,593.38
2 After 1st Yr	$3,279.45	$85,265.70
3 After 2nd Yr	$3,335.18	$86,714.68
4 After 3rd Yr	$3,425.91	$89,073.66
5 After 4th Yr	$3,617.01	$94,042.26

Effective 1/21/06

Step	Bi-Weekly	Annual
1 Upon Promotion	$3,311.58	$86,101.08
2 After 1st Yr	$3,377.83	$87,823.58
3 After 2nd Yr	$3,435.24	$89,316.24
4 After 3rd Yr	$3,528.69	$91,745.94
5 After 4th Yr	$3,725.52	$96,863.52

Effective 1/21/07

Step	Bi-Weekly	Annual
1 Upon Promotion	$3,410.93	$88,684.18
2 After 1st Yr	$3,479.16	$90,458.16
3 After 2nd Yr	$3,538.30	$91,995.80
4 After 3rd Yr	$3,634.55	$94,498.30
5 After 4th Yr	$3,837.29	$99,769.54

Effective 1/21/08

Step	Bi-Weekly	Annual
1 Upon Promotion	$3,547.37	$92,231.62
2 After 1st Yr	$3,618.33	$94,076.58
3 After 2nd Yr	$3,679.83	$95,675.58
4 After 3rd Yr	$3,779.93	$98,278.18
5 After 4th Yr	$3,990.78	$103,760.28

Effective 1/21/09

Step	Bi-Weekly	Annual
1 Upon Promotion	$3,689.26	$95,920.76
2 After 1st Yr	$3,763.06	$97,839.56
3 After 2nd Yr	$3,827.02	$99,502.52
4 After 3rd Yr	$3,931.13	$102,209.38
5 After 4th Yr	$4,150.41	$107,910.66

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/03

Step 1	Bi-Weekly	$2,994.13
	After 1 Year	$29.94
	After 2 Years	$44.91
	After 3 Years	$59.88
	After 4 Years	$74.85
	After 5 Years	$89.82
	After 6 Years	$104.79
	After 7 Years	$119.77
	After 8 Years	$134.74
	After 9 Years	$149.71
	After 10 Years	$164.68
	After 11 Years	$179.65
	After 12 Years	$194.62
	After 13 Years	$209.59
	After 14 Years	$224.56
	After 15 Years	$239.53
	After 16 Years	$254.50
	After 17 Years	$269.47
	After 18 Years	$284.44
	After 19 Years	$299.41
	After 20 Years	$314.38
	After 21 Years	$329.35
	After 22 Years	$344.32
	After 23 Years	$359.30
	After 24 Years	$374.27
	After 25 Years	$389.24
	After 26 Years	$404.21
	After 27 Years	$419.18
	After 28 Years	$434.15
	After 29 Years	$449.12

Effective 1/21/03

Step 2	Bi-Weekly	$3,054.02
	After 1 Year	$30.54
	After 2 Years	$45.81
	After 3 Years	$61.08
	After 4 Years	$76.35
	After 5 Years	$91.62
	After 6 Years	$106.89
	After 7 Years	$122.16
	After 8 Years	$137.43
	After 9 Years	$152.70
	After 10 Years	$167.97
	After 11 Years	$183.24
	After 12 Years	$198.51
	After 13 Years	$213.78
	After 14 Years	$229.05
	After 15 Years	$244.32
	After 16 Years	$259.59
	After 17 Years	$274.86
	After 18 Years	$290.13
	After 19 Years	$305.40
	After 20 Years	$320.67
	After 21 Years	$335.94
	After 22 Years	$351.21
	After 23 Years	$366.48
	After 24 Years	$381.75
	After 25 Years	$397.02
	After 26 Years	$412.29
	After 27 Years	$427.56
	After 28 Years	$442.83
	After 29 Years	$458.10

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/03

Step 3	Bi-Weekly	$3,105.93
	After 1 Year	$31.06
	After 2 Years	$46.59
	After 3 Years	$62.12
	After 4 Years	$77.65
	After 5 Years	$93.18
	After 6 Years	$108.71
	After 7 Years	$124.24
	After 8 Years	$139.77
	After 9 Years	$155.30
	After 10 Years	$170.83
	After 11 Years	$186.36
	After 12 Years	$201.89
	After 13 Years	$217.42
	After 14 Years	$232.94
	After 15 Years	$248.47
	After 16 Years	$264.00
	After 17 Years	$279.53
	After 18 Years	$295.06
	After 19 Years	$310.59
	After 20 Years	$326.12
	After 21 Years	$341.65
	After 22 Years	$357.18
	After 23 Years	$372.71
	After 24 Years	$388.24
	After 25 Years	$403.77
	After 26 Years	$419.30
	After 27 Years	$434.83
	After 28 Years	$450.36
	After 29 Years	$465.89

Effective 1/21/03

Step 4	Bi-Weekly	$3,190.42
	After 1 Year	$31.90
	After 2 Years	$47.86
	After 3 Years	$63.81
	After 4 Years	$79.76
	After 5 Years	$95.71
	After 6 Years	$111.66
	After 7 Years	$127.62
	After 8 Years	$143.57
	After 9 Years	$159.52
	After 10 Years	$175.47
	After 11 Years	$191.43
	After 12 Years	$207.38
	After 13 Years	$223.33
	After 14 Years	$239.28
	After 15 Years	$255.23
	After 16 Years	$271.19
	After 17 Years	$287.14
	After 18 Years	$303.09
	After 19 Years	$319.04
	After 20 Years	$334.99
	After 21 Years	$350.95
	After 22 Years	$366.90
	After 23 Years	$382.85
	After 24 Years	$398.80
	After 25 Years	$414.75
	After 26 Years	$430.71
	After 27 Years	$446.66
	After 28 Years	$462.61
	After 29 Years	$478.56

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/03

Step 5	Bi-Weekly	$3,368.39
	After 1 Year	$33.68
	After 2 Years	$50.53
	After 3 Years	$67.37
	After 4 Years	$84.21
	After 5 Years	$101.05
	After 6 Years	$117.89
	After 7 Years	$134.74
	After 8 Years	$151.58
	After 9 Years	$168.42
	After 10 Years	$185.26
	After 11 Years	$202.10
	After 12 Years	$218.95
	After 13 Years	$235.79
	After 14 Years	$252.63
	After 15 Years	$269.47
	After 16 Years	$286.31
	After 17 Years	$303.16
	After 18 Years	$320.00
	After 19 Years	$336.84
	After 20 Years	$353.68
	After 21 Years	$370.52
	After 22 Years	$387.36
	After 23 Years	$404.21
	After 24 Years	$421.05
	After 25 Years	$437.89
	After 26 Years	$454.73
	After 27 Years	$471.57
	After 28 Years	$488.42
	After 29 Years	$505.26

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/04

Step 1	Bi-Weekly	$3,106.41
	After 1 Year	$31.06
	After 2 Years	$46.60
	After 3 Years	$62.13
	After 4 Years	$77.66
	After 5 Years	$93.19
	After 6 Years	$108.72
	After 7 Years	$124.26
	After 8 Years	$139.79
	After 9 Years	$155.32
	After 10 Years	$170.85
	After 11 Years	$186.38
	After 12 Years	$201.92
	After 13 Years	$217.45
	After 14 Years	$232.98
	After 15 Years	$248.51
	After 16 Years	$264.04
	After 17 Years	$279.58
	After 18 Years	$295.11
	After 19 Years	$310.64
	After 20 Years	$326.17
	After 21 Years	$341.71
	After 22 Years	$357.24
	After 23 Years	$372.77
	After 24 Years	$388.30
	After 25 Years	$403.83
	After 26 Years	$419.37
	After 27 Years	$434.90
	After 28 Years	$450.43
	After 29 Years	$465.96

Effective 1/21/04

Step 2	Bi-Weekly	$3,168.55
	After 1 Year	$31.69
	After 2 Years	$47.53
	After 3 Years	$63.37
	After 4 Years	$79.21
	After 5 Years	$95.06
	After 6 Years	$110.90
	After 7 Years	$126.74
	After 8 Years	$142.58
	After 9 Years	$158.43
	After 10 Years	$174.27
	After 11 Years	$190.11
	After 12 Years	$205.96
	After 13 Years	$221.80
	After 14 Years	$237.64
	After 15 Years	$253.48
	After 16 Years	$269.33
	After 17 Years	$285.17
	After 18 Years	$301.01
	After 19 Years	$316.86
	After 20 Years	$332.70
	After 21 Years	$348.54
	After 22 Years	$364.38
	After 23 Years	$380.23
	After 24 Years	$396.07
	After 25 Years	$411.91
	After 26 Years	$427.75
	After 27 Years	$443.60
	After 28 Years	$459.44
	After 29 Years	$475.28

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/04

Step 3	Bi-Weekly	$3,222.40
	After 1 Year	$32.22
	After 2 Years	$48.34
	After 3 Years	$64.45
	After 4 Years	$80.56
	After 5 Years	$96.67
	After 6 Years	$112.78
	After 7 Years	$128.90
	After 8 Years	$145.01
	After 9 Years	$161.12
	After 10 Years	$177.23
	After 11 Years	$193.34
	After 12 Years	$209.46
	After 13 Years	$225.57
	After 14 Years	$241.68
	After 15 Years	$257.79
	After 16 Years	$273.90
	After 17 Years	$290.02
	After 18 Years	$306.13
	After 19 Years	$322.24
	After 20 Years	$338.35
	After 21 Years	$354.46
	After 22 Years	$370.58
	After 23 Years	$386.69
	After 24 Years	$402.80
	After 25 Years	$418.91
	After 26 Years	$435.02
	After 27 Years	$451.14
	After 28 Years	$467.25
	After 29 Years	$483.36

Effective 1/21/04

Step 4	Bi-Weekly	$3,310.06
	After 1 Year	$33.10
	After 2 Years	$49.65
	After 3 Years	$66.20
	After 4 Years	$82.75
	After 5 Years	$99.30
	After 6 Years	$115.85
	After 7 Years	$132.40
	After 8 Years	$148.95
	After 9 Years	$165.50
	After 10 Years	$182.05
	After 11 Years	$198.60
	After 12 Years	$215.15
	After 13 Years	$231.70
	After 14 Years	$248.25
	After 15 Years	$264.80
	After 16 Years	$281.36
	After 17 Years	$297.91
	After 18 Years	$314.46
	After 19 Years	$331.01
	After 20 Years	$347.56
	After 21 Years	$364.11
	After 22 Years	$380.66
	After 23 Years	$397.21
	After 24 Years	$413.76
	After 25 Years	$430.31
	After 26 Years	$446.86
	After 27 Years	$463.41
	After 28 Years	$479.96
	After 29 Years	$496.51

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/04

Step 5	Bi-Weekly	$3,494.70
	After 1 Year	$34.95
	After 2 Years	$52.42
	After 3 Years	$69.89
	After 4 Years	$87.37
	After 5 Years	$104.84
	After 6 Years	$122.31
	After 7 Years	$139.79
	After 8 Years	$157.26
	After 9 Years	$174.74
	After 10 Years	$192.21
	After 11 Years	$209.68
	After 12 Years	$227.16
	After 13 Years	$244.63
	After 14 Years	$262.10
	After 15 Years	$279.58
	After 16 Years	$297.05
	After 17 Years	$314.52
	After 18 Years	$332.00
	After 19 Years	$349.47
	After 20 Years	$366.94
	After 21 Years	$384.42
	After 22 Years	$401.89
	After 23 Years	$419.36
	After 24 Years	$436.84
	After 25 Years	$454.31
	After 26 Years	$471.78
	After 27 Years	$489.26
	After 28 Years	$506.73
	After 29 Years	$524.21

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/05

Step 1	Bi-Weekly	$3,215.13
	After 1 Year	$32.15
	After 2 Years	$48.23
	After 3 Years	$64.30
	After 4 Years	$80.38
	After 5 Years	$96.45
	After 6 Years	$112.53
	After 7 Years	$128.61
	After 8 Years	$144.68
	After 9 Years	$160.76
	After 10 Years	$176.83
	After 11 Years	$192.91
	After 12 Years	$208.98
	After 13 Years	$225.06
	After 14 Years	$241.13
	After 15 Years	$257.21
	After 16 Years	$273.29
	After 17 Years	$289.36
	After 18 Years	$305.44
	After 19 Years	$321.51
	After 20 Years	$337.59
	After 21 Years	$353.66
	After 22 Years	$369.74
	After 23 Years	$385.82
	After 24 Years	$401.89
	After 25 Years	$417.97
	After 26 Years	$434.04
	After 27 Years	$450.12
	After 28 Years	$466.19
	After 29 Years	$482.27

Effective 1/21/05

Step 2	Bi-Weekly	$3,279.45
	After 1 Year	$32.79
	After 2 Years	$49.19
	After 3 Years	$65.59
	After 4 Years	$81.99
	After 5 Years	$98.38
	After 6 Years	$114.78
	After 7 Years	$131.18
	After 8 Years	$147.58
	After 9 Years	$163.97
	After 10 Years	$180.37
	After 11 Years	$196.77
	After 12 Years	$213.16
	After 13 Years	$229.56
	After 14 Years	$245.96
	After 15 Years	$262.36
	After 16 Years	$278.75
	After 17 Years	$295.15
	After 18 Years	$311.55
	After 19 Years	$327.95
	After 20 Years	$344.34
	After 21 Years	$360.74
	After 22 Years	$377.14
	After 23 Years	$393.53
	After 24 Years	$409.93
	After 25 Years	$426.33
	After 26 Years	$442.73
	After 27 Years	$459.12
	After 28 Years	$475.52
	After 29 Years	$491.92

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/05

Step 3	Bi-Weekly	$3,335.18
	After 1 Year	$33.35
	After 2 Years	$50.03
	After 3 Years	$66.70
	After 4 Years	$83.38
	After 5 Years	$100.06
	After 6 Years	$116.73
	After 7 Years	$133.41
	After 8 Years	$150.08
	After 9 Years	$166.76
	After 10 Years	$183.43
	After 11 Years	$200.11
	After 12 Years	$216.79
	After 13 Years	$233.46
	After 14 Years	$250.14
	After 15 Years	$266.81
	After 16 Years	$283.49
	After 17 Years	$300.17
	After 18 Years	$316.84
	After 19 Years	$333.52
	After 20 Years	$350.19
	After 21 Years	$366.87
	After 22 Years	$383.55
	After 23 Years	$400.22
	After 24 Years	$416.90
	After 25 Years	$433.57
	After 26 Years	$450.25
	After 27 Years	$466.93
	After 28 Years	$483.60
	After 29 Years	$500.28

Effective 1/21/05

Step 4	Bi-Weekly	$3,425.91
	After 1 Year	$34.26
	After 2 Years	$51.39
	After 3 Years	$68.52
	After 4 Years	$85.65
	After 5 Years	$102.78
	After 6 Years	$119.91
	After 7 Years	$137.04
	After 8 Years	$154.17
	After 9 Years	$171.30
	After 10 Years	$188.43
	After 11 Years	$205.55
	After 12 Years	$222.68
	After 13 Years	$239.81
	After 14 Years	$256.94
	After 15 Years	$274.07
	After 16 Years	$291.20
	After 17 Years	$308.33
	After 18 Years	$325.46
	After 19 Years	$342.59
	After 20 Years	$359.72
	After 21 Years	$376.85
	After 22 Years	$393.98
	After 23 Years	$411.11
	After 24 Years	$428.24
	After 25 Years	$445.37
	After 26 Years	$462.50
	After 27 Years	$479.63
	After 28 Years	$496.76
	After 29 Years	$513.89

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/05

Step 5	Bi-Weekly	$3,617.01
	After 1 Year	$36.17
	After 2 Years	$54.26
	After 3 Years	$72.34
	After 4 Years	$90.43
	After 5 Years	$108.51
	After 6 Years	$126.60
	After 7 Years	$144.68
	After 8 Years	$162.77
	After 9 Years	$180.85
	After 10 Years	$198.94
	After 11 Years	$217.02
	After 12 Years	$235.11
	After 13 Years	$253.19
	After 14 Years	$271.28
	After 15 Years	$289.36
	After 16 Years	$307.45
	After 17 Years	$325.53
	After 18 Years	$343.62
	After 19 Years	$361.70
	After 20 Years	$379.79
	After 21 Years	$397.87
	After 22 Years	$415.96
	After 23 Years	$434.04
	After 24 Years	$452.13
	After 25 Years	$470.21
	After 26 Years	$488.30
	After 27 Years	$506.38
	After 28 Years	$524.47
	After 29 Years	$542.55

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/06

Step 1	Bi-Weekly	$3,311.58
	After 1 Year	$33.12
	After 2 Years	$49.67
	After 3 Years	$66.23
	After 4 Years	$82.79
	After 5 Years	$99.35
	After 6 Years	$115.91
	After 7 Years	$132.46
	After 8 Years	$149.02
	After 9 Years	$165.58
	After 10 Years	$182.14
	After 11 Years	$198.69
	After 12 Years	$215.25
	After 13 Years	$231.81
	After 14 Years	$248.37
	After 15 Years	$264.93
	After 16 Years	$281.48
	After 17 Years	$298.04
	After 18 Years	$314.60
	After 19 Years	$331.16
	After 20 Years	$347.72
	After 21 Years	$364.27
	After 22 Years	$380.83
	After 23 Years	$397.39
	After 24 Years	$413.95
	After 25 Years	$430.51
	After 26 Years	$447.06
	After 27 Years	$463.62
	After 28 Years	$480.18
	After 29 Years	$496.74

Effective 1/21/06

Step 2	Bi-Weekly	$3,377.83
	After 1 Year	$33.78
	After 2 Years	$50.67
	After 3 Years	$67.56
	After 4 Years	$84.45
	After 5 Years	$101.33
	After 6 Years	$118.22
	After 7 Years	$135.11
	After 8 Years	$152.00
	After 9 Years	$168.89
	After 10 Years	$185.78
	After 11 Years	$202.67
	After 12 Years	$219.56
	After 13 Years	$236.45
	After 14 Years	$253.34
	After 15 Years	$270.23
	After 16 Years	$287.12
	After 17 Years	$304.00
	After 18 Years	$320.89
	After 19 Years	$337.78
	After 20 Years	$354.67
	After 21 Years	$371.56
	After 22 Years	$388.45
	After 23 Years	$405.34
	After 24 Years	$422.23
	After 25 Years	$439.12
	After 26 Years	$456.01
	After 27 Years	$472.90
	After 28 Years	$489.79
	After 29 Years	$506.67

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/06

Step 3	Bi-Weekly	$3,435.24
	After 1 Year	$34.35
	After 2 Years	$51.53
	After 3 Years	$68.70
	After 4 Years	$85.88
	After 5 Years	$103.06
	After 6 Years	$120.23
	After 7 Years	$137.41
	After 8 Years	$154.59
	After 9 Years	$171.76
	After 10 Years	$188.94
	After 11 Years	$206.11
	After 12 Years	$223.29
	After 13 Years	$240.47
	After 14 Years	$257.64
	After 15 Years	$274.82
	After 16 Years	$292.00
	After 17 Years	$309.17
	After 18 Years	$326.35
	After 19 Years	$343.52
	After 20 Years	$360.70
	After 21 Years	$377.88
	After 22 Years	$395.05
	After 23 Years	$412.23
	After 24 Years	$429.41
	After 25 Years	$446.58
	After 26 Years	$463.76
	After 27 Years	$480.93
	After 28 Years	$498.11
	After 29 Years	$515.29

Effective 1/21/06

Step 4	Bi-Weekly	$3,528.69
	After 1 Year	$35.29
	After 2 Years	$52.93
	After 3 Years	$70.57
	After 4 Years	$88.22
	After 5 Years	$105.86
	After 6 Years	$123.50
	After 7 Years	$141.15
	After 8 Years	$158.79
	After 9 Years	$176.43
	After 10 Years	$194.08
	After 11 Years	$211.72
	After 12 Years	$229.36
	After 13 Years	$247.01
	After 14 Years	$264.65
	After 15 Years	$282.30
	After 16 Years	$299.94
	After 17 Years	$317.58
	After 18 Years	$335.23
	After 19 Years	$352.87
	After 20 Years	$370.51
	After 21 Years	$388.16
	After 22 Years	$405.80
	After 23 Years	$423.44
	After 24 Years	$441.09
	After 25 Years	$458.73
	After 26 Years	$476.37
	After 27 Years	$494.02
	After 28 Years	$511.66
	After 29 Years	$529.30

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/06

Step 5	Bi-Weekly	$3,725.52
	After 1 Year	$37.26
	After 2 Years	$55.88
	After 3 Years	$74.51
	After 4 Years	$93.14
	After 5 Years	$111.77
	After 6 Years	$130.39
	After 7 Years	$149.02
	After 8 Years	$167.65
	After 9 Years	$186.28
	After 10 Years	$204.90
	After 11 Years	$223.53
	After 12 Years	$242.16
	After 13 Years	$260.79
	After 14 Years	$279.41
	After 15 Years	$298.04
	After 16 Years	$316.67
	After 17 Years	$335.30
	After 18 Years	$353.92
	After 19 Years	$372.55
	After 20 Years	$391.18
	After 21 Years	$409.81
	After 22 Years	$428.43
	After 23 Years	$447.06
	After 24 Years	$465.69
	After 25 Years	$484.32
	After 26 Years	$502.95
	After 27 Years	$521.57
	After 28 Years	$540.20
	After 29 Years	$558.83

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/07

Step 1	Bi-Weekly	$3,410.93
	After 1 Year	$34.11
	After 2 Years	$51.16
	After 3 Years	$68.22
	After 4 Years	$85.27
	After 5 Years	$102.33
	After 6 Years	$119.38
	After 7 Years	$136.44
	After 8 Years	$153.49
	After 9 Years	$170.55
	After 10 Years	$187.60
	After 11 Years	$204.66
	After 12 Years	$221.71
	After 13 Years	$238.77
	After 14 Years	$255.82
	After 15 Years	$272.87
	After 16 Years	$289.93
	After 17 Years	$306.98
	After 18 Years	$324.04
	After 19 Years	$341.09
	After 20 Years	$358.15
	After 21 Years	$375.20
	After 22 Years	$392.26
	After 23 Years	$409.31
	After 24 Years	$426.37
	After 25 Years	$443.42
	After 26 Years	$460.48
	After 27 Years	$477.53
	After 28 Years	$494.58
	After 29 Years	$511.64

Effective 1/21/07

Step 2	Bi-Weekly	$3,479.16
	After 1 Year	$34.79
	After 2 Years	$52.19
	After 3 Years	$69.58
	After 4 Years	$86.98
	After 5 Years	$104.37
	After 6 Years	$121.77
	After 7 Years	$139.17
	After 8 Years	$156.56
	After 9 Years	$173.96
	After 10 Years	$191.35
	After 11 Years	$208.75
	After 12 Years	$226.15
	After 13 Years	$243.54
	After 14 Years	$260.94
	After 15 Years	$278.33
	After 16 Years	$295.73
	After 17 Years	$313.12
	After 18 Years	$330.52
	After 19 Years	$347.92
	After 20 Years	$365.31
	After 21 Years	$382.71
	After 22 Years	$400.10
	After 23 Years	$417.50
	After 24 Years	$434.90
	After 25 Years	$452.29
	After 26 Years	$469.69
	After 27 Years	$487.08
	After 28 Years	$504.48
	After 29 Years	$521.87

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/07

Step 3	Bi-Weekly	$3,538.30
	After 1 Year	$35.38
	After 2 Years	$53.07
	After 3 Years	$70.77
	After 4 Years	$88.46
	After 5 Years	$106.15
	After 6 Years	$123.84
	After 7 Years	$141.53
	After 8 Years	$159.22
	After 9 Years	$176.92
	After 10 Years	$194.61
	After 11 Years	$212.30
	After 12 Years	$229.99
	After 13 Years	$247.68
	After 14 Years	$265.37
	After 15 Years	$283.06
	After 16 Years	$300.76
	After 17 Years	$318.45
	After 18 Years	$336.14
	After 19 Years	$353.83
	After 20 Years	$371.52
	After 21 Years	$389.21
	After 22 Years	$406.90
	After 23 Years	$424.60
	After 24 Years	$442.29
	After 25 Years	$459.98
	After 26 Years	$477.67
	After 27 Years	$495.36
	After 28 Years	$513.05
	After 29 Years	$530.75

Effective 1/21/07

Step 4	Bi-Weekly	$3,634.55
	After 1 Year	$36.35
	After 2 Years	$54.52
	After 3 Years	$72.69
	After 4 Years	$90.86
	After 5 Years	$109.04
	After 6 Years	$127.21
	After 7 Years	$145.38
	After 8 Years	$163.55
	After 9 Years	$181.73
	After 10 Years	$199.90
	After 11 Years	$218.07
	After 12 Years	$236.25
	After 13 Years	$254.42
	After 14 Years	$272.59
	After 15 Years	$290.76
	After 16 Years	$308.94
	After 17 Years	$327.11
	After 18 Years	$345.28
	After 19 Years	$363.46
	After 20 Years	$381.63
	After 21 Years	$399.80
	After 22 Years	$417.97
	After 23 Years	$436.15
	After 24 Years	$454.32
	After 25 Years	$472.49
	After 26 Years	$490.66
	After 27 Years	$508.84
	After 28 Years	$527.01
	After 29 Years	$545.18

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/07

Step 5	Bi-Weekly	$3,837.29
	After 1 Year	$38.37
	After 2 Years	$57.56
	After 3 Years	$76.75
	After 4 Years	$95.93
	After 5 Years	$115.12
	After 6 Years	$134.31
	After 7 Years	$153.49
	After 8 Years	$172.68
	After 9 Years	$191.86
	After 10 Years	$211.05
	After 11 Years	$230.24
	After 12 Years	$249.42
	After 13 Years	$268.61
	After 14 Years	$287.80
	After 15 Years	$306.98
	After 16 Years	$326.17
	After 17 Years	$345.36
	After 18 Years	$364.54
	After 19 Years	$383.73
	After 20 Years	$402.92
	After 21 Years	$422.10
	After 22 Years	$441.29
	After 23 Years	$460.47
	After 24 Years	$479.66
	After 25 Years	$498.85
	After 26 Years	$518.03
	After 27 Years	$537.22
	After 28 Years	$556.41
	After 29 Years	$575.59

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/08

Step 1	Bi-Weekly	$3,547.37
	After 1 Year	$35.47
	After 2 Years	$53.21
	After 3 Years	$70.95
	After 4 Years	$88.68
	After 5 Years	$106.42
	After 6 Years	$124.16
	After 7 Years	$141.89
	After 8 Years	$159.63
	After 9 Years	$177.37
	After 10 Years	$195.11
	After 11 Years	$212.84
	After 12 Years	$230.58
	After 13 Years	$248.32
	After 14 Years	$266.05
	After 15 Years	$283.79
	After 16 Years	$301.53
	After 17 Years	$319.26
	After 18 Years	$337.00
	After 19 Years	$354.74
	After 20 Years	$372.47
	After 21 Years	$390.21
	After 22 Years	$407.95
	After 23 Years	$425.68
	After 24 Years	$443.42
	After 25 Years	$461.16
	After 26 Years	$478.89
	After 27 Years	$496.63
	After 28 Years	$514.37
	After 29 Years	$532.11

Effective 1/21/08

Step 2	Bi-Weekly	$3,618.33
	After 1 Year	$36.18
	After 2 Years	$54.27
	After 3 Years	$72.37
	After 4 Years	$90.46
	After 5 Years	$108.55
	After 6 Years	$126.64
	After 7 Years	$144.73
	After 8 Years	$162.82
	After 9 Years	$180.92
	After 10 Years	$199.01
	After 11 Years	$217.10
	After 12 Years	$235.19
	After 13 Years	$253.28
	After 14 Years	$271.37
	After 15 Years	$289.47
	After 16 Years	$307.56
	After 17 Years	$325.65
	After 18 Years	$343.74
	After 19 Years	$361.83
	After 20 Years	$379.92
	After 21 Years	$398.02
	After 22 Years	$416.11
	After 23 Years	$434.20
	After 24 Years	$452.29
	After 25 Years	$470.38
	After 26 Years	$488.47
	After 27 Years	$506.57
	After 28 Years	$524.66
	After 29 Years	$542.75

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/08

Step 3	Bi-Weekly	$3,679.83
	After 1 Year	$36.80
	After 2 Years	$55.20
	After 3 Years	$73.60
	After 4 Years	$92.00
	After 5 Years	$110.39
	After 6 Years	$128.79
	After 7 Years	$147.19
	After 8 Years	$165.59
	After 9 Years	$183.99
	After 10 Years	$202.39
	After 11 Years	$220.79
	After 12 Years	$239.19
	After 13 Years	$257.59
	After 14 Years	$275.99
	After 15 Years	$294.39
	After 16 Years	$312.79
	After 17 Years	$331.18
	After 18 Years	$349.58
	After 19 Years	$367.98
	After 20 Years	$386.38
	After 21 Years	$404.78
	After 22 Years	$423.18
	After 23 Years	$441.58
	After 24 Years	$459.98
	After 25 Years	$478.38
	After 26 Years	$496.78
	After 27 Years	$515.18
	After 28 Years	$533.58
	After 29 Years	$551.97

Effective 1/21/08

Step 4	Bi-Weekly	$3,779.93
	After 1 Year	$37.80
	After 2 Years	$56.70
	After 3 Years	$75.60
	After 4 Years	$94.50
	After 5 Years	$113.40
	After 6 Years	$132.30
	After 7 Years	$151.20
	After 8 Years	$170.10
	After 9 Years	$189.00
	After 10 Years	$207.90
	After 11 Years	$226.80
	After 12 Years	$245.70
	After 13 Years	$264.60
	After 14 Years	$283.49
	After 15 Years	$302.39
	After 16 Years	$321.29
	After 17 Years	$340.19
	After 18 Years	$359.09
	After 19 Years	$377.99
	After 20 Years	$396.89
	After 21 Years	$415.79
	After 22 Years	$434.69
	After 23 Years	$453.59
	After 24 Years	$472.49
	After 25 Years	$491.39
	After 26 Years	$510.29
	After 27 Years	$529.19
	After 28 Years	$548.09
	After 29 Years	$566.99

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/08

Step 5	Bi-Weekly	$3,990.78
	After 1 Year	$39.91
	After 2 Years	$59.86
	After 3 Years	$79.82
	After 4 Years	$99.77
	After 5 Years	$119.72
	After 6 Years	$139.68
	After 7 Years	$159.63
	After 8 Years	$179.59
	After 9 Years	$199.54
	After 10 Years	$219.49
	After 11 Years	$239.45
	After 12 Years	$259.40
	After 13 Years	$279.35
	After 14 Years	$299.31
	After 15 Years	$319.26
	After 16 Years	$339.22
	After 17 Years	$359.17
	After 18 Years	$379.12
	After 19 Years	$399.08
	After 20 Years	$419.03
	After 21 Years	$438.99
	After 22 Years	$458.94
	After 23 Years	$478.89
	After 24 Years	$498.85
	After 25 Years	$518.80
	After 26 Years	$538.76
	After 27 Years	$558.71
	After 28 Years	$578.66
	After 29 Years	$598.62

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/09

Step 1	Bi-Weekly	$3,689.26
	After 1 Year	$36.89
	After 2 Years	$55.34
	After 3 Years	$73.79
	After 4 Years	$92.23
	After 5 Years	$110.68
	After 6 Years	$129.12
	After 7 Years	$147.57
	After 8 Years	$166.02
	After 9 Years	$184.46
	After 10 Years	$202.91
	After 11 Years	$221.36
	After 12 Years	$239.80
	After 13 Years	$258.25
	After 14 Years	$276.69
	After 15 Years	$295.14
	After 16 Years	$313.59
	After 17 Years	$332.03
	After 18 Years	$350.48
	After 19 Years	$368.93
	After 20 Years	$387.37
	After 21 Years	$405.82
	After 22 Years	$424.26
	After 23 Years	$442.71
	After 24 Years	$461.16
	After 25 Years	$479.60
	After 26 Years	$498.05
	After 27 Years	$516.50
	After 28 Years	$534.94
	After 29 Years	$553.39

Effective 1/21/09

Step 2	Bi-Weekly	$3,763.06
	After 1 Year	$37.63
	After 2 Years	$56.45
	After 3 Years	$75.26
	After 4 Years	$94.08
	After 5 Years	$112.89
	After 6 Years	$131.71
	After 7 Years	$150.52
	After 8 Years	$169.34
	After 9 Years	$188.15
	After 10 Years	$206.97
	After 11 Years	$225.78
	After 12 Years	$244.60
	After 13 Years	$263.41
	After 14 Years	$282.23
	After 15 Years	$301.04
	After 16 Years	$319.86
	After 17 Years	$338.68
	After 18 Years	$357.49
	After 19 Years	$376.31
	After 20 Years	$395.12
	After 21 Years	$413.94
	After 22 Years	$432.75
	After 23 Years	$451.57
	After 24 Years	$470.38
	After 25 Years	$489.20
	After 26 Years	$508.01
	After 27 Years	$526.83
	After 28 Years	$545.64
	After 29 Years	$564.46

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/09

Step 3	Bi-Weekly	$3,827.02
	After 1 Year	$38.27
	After 2 Years	$57.41
	After 3 Years	$76.54
	After 4 Years	$95.68
	After 5 Years	$114.81
	After 6 Years	$133.95
	After 7 Years	$153.08
	After 8 Years	$172.22
	After 9 Years	$191.35
	After 10 Years	$210.49
	After 11 Years	$229.62
	After 12 Years	$248.76
	After 13 Years	$267.89
	After 14 Years	$287.03
	After 15 Years	$306.16
	After 16 Years	$325.30
	After 17 Years	$344.43
	After 18 Years	$363.57
	After 19 Years	$382.70
	After 20 Years	$401.84
	After 21 Years	$420.97
	After 22 Years	$440.11
	After 23 Years	$459.24
	After 24 Years	$478.38
	After 25 Years	$497.51
	After 26 Years	$516.65
	After 27 Years	$535.78
	After 28 Years	$554.92
	After 29 Years	$574.05

Effective 1/21/09

Step 4	Bi-Weekly	$3,931.13
	After 1 Year	$39.31
	After 2 Years	$58.97
	After 3 Years	$78.62
	After 4 Years	$98.28
	After 5 Years	$117.93
	After 6 Years	$137.59
	After 7 Years	$157.25
	After 8 Years	$176.90
	After 9 Years	$196.56
	After 10 Years	$216.21
	After 11 Years	$235.87
	After 12 Years	$255.52
	After 13 Years	$275.18
	After 14 Years	$294.83
	After 15 Years	$314.49
	After 16 Years	$334.15
	After 17 Years	$353.80
	After 18 Years	$373.46
	After 19 Years	$393.11
	After 20 Years	$412.77
	After 21 Years	$432.42
	After 22 Years	$452.08
	After 23 Years	$471.74
	After 24 Years	$491.39
	After 25 Years	$511.05
	After 26 Years	$530.70
	After 27 Years	$550.36
	After 28 Years	$570.01
	After 29 Years	$589.67

Appendix "A (4)"
Percentage Longevity for Individuals Promoted to the Rank of
Police Sergeant (Job Specification 2605) on or After the Execution of the MOA

Effective 1/21/09

Step 5	Bi-Weekly	$4,150.41
	After 1 Year	$41.50
	After 2 Years	$62.26
	After 3 Years	$83.01
	After 4 Years	$103.76
	After 5 Years	$124.51
	After 6 Years	$145.26
	After 7 Years	$166.02
	After 8 Years	$186.77
	After 9 Years	$207.52
	After 10 Years	$228.27
	After 11 Years	$249.02
	After 12 Years	$269.78
	After 13 Years	$290.53
	After 14 Years	$311.28
	After 15 Years	$332.03
	After 16 Years	$352.78
	After 17 Years	$373.54
	After 18 Years	$394.29
	After 19 Years	$415.04
	After 20 Years	$435.79
	After 21 Years	$456.55
	After 22 Years	$477.30
	After 23 Years	$498.05
	After 24 Years	$518.80
	After 25 Years	$539.55
	After 26 Years	$560.31
	After 27 Years	$581.06
	After 28 Years	$601.81
	After 29 Years	$622.56

Appendix "A (5)"
Salary Ranges for Individauls Promoted to the Rank of Detective Sergeant
(Job Speciffication 2606) Before 1/1/98 who had been Promoted to the Rank of
Police Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/03

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,499.51	$90,987.26
2	After 1st Yr	$3,622.01	$94,172.26
3	After 2nd Yr	$3,741.39	$97,276.14
4	After 3rd Yr	$4,040.67	$105,057.42

Effective 1/21/04

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,630.74	$94,399.24
2	After 1st Yr	$3,757.84	$97,703.84
3	After 2nd Yr	$3,881.69	$100,923.94
4	After 3rd Yr	$4,192.20	$108,997.20

Effective 1/21/05

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,757.82	$97,703.32
2	After 1st Yr	$3,889.36	$101,123.36
3	After 2nd Yr	$4,017.55	$104,456.30
4	After 3rd Yr	$4,338.93	$112,812.18

Effective 1/21/06

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,870.55	$100,634.30
2	After 1st Yr	$4,006.04	$104,157.04
3	After 2nd Yr	$4,138.08	$107,590.08
4	After 3rd Yr	$4,469.10	$116,196.60

Effective 1/21/07

Step		Bi-Weekly	Annual
1	Upon Promotion	$3,986.67	$103,653.42
2	After 1st Yr	$4,126.22	$107,281.72
3	After 2nd Yr	$4,262.22	$110,817.72
4	After 3rd Yr	$4,603.17	$119,682.42

Effective 1/21/08

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,146.14	$107,799.64
2	After 1st Yr	$4,291.27	$111,573.02
3	After 2nd Yr	$4,432.71	$115,250.46
4	After 3rd Yr	$4,787.30	$124,469.80

Effective 1/21/09

Step		Bi-Weekly	Annual
1	Upon Promotion	$4,311.99	$112,111.74
2	After 1st Yr	$4,462.92	$116,035.92
3	After 2nd Yr	$4,610.02	$119,860.52
4	After 3rd Yr	$4,978.79	$129,448.54

Appendix "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/03

Step 1	Bi-Weekly	$3,499.51
	After 1 Year	$35.00
	After 2 Years	$52.49
	After 3 Years	$69.99
	After 4 Years	$87.49
	After 5 Years	$104.99
	After 6 Years	$122.48
	After 7 Years	$139.98
	After 8 Years	$157.48
	After 9 Years	$174.98
	After 10 Years	$192.47
	After 11 Years	$209.97
	After 12 Years	$227.47
	After 13 Years	$244.97
	After 14 Years	$262.46
	After 15 Years	$279.96
	After 16 Years	$297.46
	After 17 Years	$314.96
	After 18 Years	$332.45
	After 19 Years	$349.95
	After 20 Years	$367.45
	After 21 Years	$384.95
	After 22 Years	$402.44
	After 23 Years	$419.94
	After 24 Years	$437.44
	After 25 Years	$454.94
	After 26 Years	$472.43
	After 27 Years	$489.93
	After 28 Years	$507.43
	After 29 Years	$524.93

Effective 1/21/03

Step 2	Bi-Weekly	$3,622.01
	After 1 Year	$36.22
	After 2 Years	$54.33
	After 3 Years	$72.44
	After 4 Years	$90.55
	After 5 Years	$108.66
	After 6 Years	$126.77
	After 7 Years	$144.88
	After 8 Years	$162.99
	After 9 Years	$181.10
	After 10 Years	$199.21
	After 11 Years	$217.32
	After 12 Years	$235.43
	After 13 Years	$253.54
	After 14 Years	$271.65
	After 15 Years	$289.76
	After 16 Years	$307.87
	After 17 Years	$325.98
	After 18 Years	$344.09
	After 19 Years	$362.20
	After 20 Years	$380.31
	After 21 Years	$398.42
	After 22 Years	$416.53
	After 23 Years	$434.64
	After 24 Years	$452.75
	After 25 Years	$470.86
	After 26 Years	$488.97
	After 27 Years	$507.08
	After 28 Years	$525.19
	After 29 Years	$543.30

Appendix "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/03

Step 3	Bi-Weekly	$3,741.39
	After 1 Year	$37.41
	After 2 Years	$56.12
	After 3 Years	$74.83
	After 4 Years	$93.53
	After 5 Years	$112.24
	After 6 Years	$130.95
	After 7 Years	$149.66
	After 8 Years	$168.36
	After 9 Years	$187.07
	After 10 Years	$205.78
	After 11 Years	$224.48
	After 12 Years	$243.19
	After 13 Years	$261.90
	After 14 Years	$280.60
	After 15 Years	$299.31
	After 16 Years	$318.02
	After 17 Years	$336.73
	After 18 Years	$355.43
	After 19 Years	$374.14
	After 20 Years	$392.85
	After 21 Years	$411.55
	After 22 Years	$430.26
	After 23 Years	$448.97
	After 24 Years	$467.67
	After 25 Years	$486.38
	After 26 Years	$505.09
	After 27 Years	$523.79
	After 28 Years	$542.50
	After 29 Years	$561.21

Effective 1/21/03

Step 4	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 "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/04

Step 1	Bi-Weekly	$3,630.74
	After 1 Year	$36.31
	After 2 Years	$54.46
	After 3 Years	$72.61
	After 4 Years	$90.77
	After 5 Years	$108.92
	After 6 Years	$127.08
	After 7 Years	$145.23
	After 8 Years	$163.38
	After 9 Years	$181.54
	After 10 Years	$199.69
	After 11 Years	$217.84
	After 12 Years	$236.00
	After 13 Years	$254.15
	After 14 Years	$272.31
	After 15 Years	$290.46
	After 16 Years	$308.61
	After 17 Years	$326.77
	After 18 Years	$344.92
	After 19 Years	$363.07
	After 20 Years	$381.23
	After 21 Years	$399.38
	After 22 Years	$417.54
	After 23 Years	$435.69
	After 24 Years	$453.84
	After 25 Years	$472.00
	After 26 Years	$490.15
	After 27 Years	$508.30
	After 28 Years	$526.46
	After 29 Years	$544.61

Effective 1/21/04

Step 2	Bi-Weekly	$3,757.84
	After 1 Year	$37.58
	After 2 Years	$56.37
	After 3 Years	$75.16
	After 4 Years	$93.95
	After 5 Years	$112.74
	After 6 Years	$131.52
	After 7 Years	$150.31
	After 8 Years	$169.10
	After 9 Years	$187.89
	After 10 Years	$206.68
	After 11 Years	$225.47
	After 12 Years	$244.26
	After 13 Years	$263.05
	After 14 Years	$281.84
	After 15 Years	$300.63
	After 16 Years	$319.42
	After 17 Years	$338.21
	After 18 Years	$356.99
	After 19 Years	$375.78
	After 20 Years	$394.57
	After 21 Years	$413.36
	After 22 Years	$432.15
	After 23 Years	$450.94
	After 24 Years	$469.73
	After 25 Years	$488.52
	After 26 Years	$507.31
	After 27 Years	$526.10
	After 28 Years	$544.89
	After 29 Years	$563.68

Appendix "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/04

Step 3	Bi-Weekly	$3,881.69
	After 1 Year	$38.82
	After 2 Years	$58.23
	After 3 Years	$77.63
	After 4 Years	$97.04
	After 5 Years	$116.45
	After 6 Years	$135.86
	After 7 Years	$155.27
	After 8 Years	$174.68
	After 9 Years	$194.08
	After 10 Years	$213.49
	After 11 Years	$232.90
	After 12 Years	$252.31
	After 13 Years	$271.72
	After 14 Years	$291.13
	After 15 Years	$310.54
	After 16 Years	$329.94
	After 17 Years	$349.35
	After 18 Years	$368.76
	After 19 Years	$388.17
	After 20 Years	$407.58
	After 21 Years	$426.99
	After 22 Years	$446.39
	After 23 Years	$465.80
	After 24 Years	$485.21
	After 25 Years	$504.62
	After 26 Years	$524.03
	After 27 Years	$543.44
	After 28 Years	$562.85
	After 29 Years	$582.25

Effective 1/21/04

Step 4	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 "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/05

Step 1	Bi-Weekly	$3,757.82
	After 1 Year	$37.58
	After 2 Years	$56.37
	After 3 Years	$75.16
	After 4 Years	$93.95
	After 5 Years	$112.73
	After 6 Years	$131.52
	After 7 Years	$150.31
	After 8 Years	$169.10
	After 9 Years	$187.89
	After 10 Years	$206.68
	After 11 Years	$225.47
	After 12 Years	$244.26
	After 13 Years	$263.05
	After 14 Years	$281.84
	After 15 Years	$300.63
	After 16 Years	$319.41
	After 17 Years	$338.20
	After 18 Years	$356.99
	After 19 Years	$375.78
	After 20 Years	$394.57
	After 21 Years	$413.36
	After 22 Years	$432.15
	After 23 Years	$450.94
	After 24 Years	$469.73
	After 25 Years	$488.52
	After 26 Years	$507.31
	After 27 Years	$526.09
	After 28 Years	$544.88
	After 29 Years	$563.67

Effective 1/21/05

Step 2	Bi-Weekly	$3,889.36
	After 1 Year	$38.89
	After 2 Years	$58.34
	After 3 Years	$77.79
	After 4 Years	$97.23
	After 5 Years	$116.68
	After 6 Years	$136.13
	After 7 Years	$155.57
	After 8 Years	$175.02
	After 9 Years	$194.47
	After 10 Years	$213.91
	After 11 Years	$233.36
	After 12 Years	$252.81
	After 13 Years	$272.26
	After 14 Years	$291.70
	After 15 Years	$311.15
	After 16 Years	$330.60
	After 17 Years	$350.04
	After 18 Years	$369.49
	After 19 Years	$388.94
	After 20 Years	$408.38
	After 21 Years	$427.83
	After 22 Years	$447.28
	After 23 Years	$466.72
	After 24 Years	$486.17
	After 25 Years	$505.62
	After 26 Years	$525.06
	After 27 Years	$544.51
	After 28 Years	$563.96
	After 29 Years	$583.40

Appendix "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/05

Step 3	Bi-Weekly	$4,017.55
	After 1 Year	$40.18
	After 2 Years	$60.26
	After 3 Years	$80.35
	After 4 Years	$100.44
	After 5 Years	$120.53
	After 6 Years	$140.61
	After 7 Years	$160.70
	After 8 Years	$180.79
	After 9 Years	$200.88
	After 10 Years	$220.97
	After 11 Years	$241.05
	After 12 Years	$261.14
	After 13 Years	$281.23
	After 14 Years	$301.32
	After 15 Years	$321.40
	After 16 Years	$341.49
	After 17 Years	$361.58
	After 18 Years	$381.67
	After 19 Years	$401.76
	After 20 Years	$421.84
	After 21 Years	$441.93
	After 22 Years	$462.02
	After 23 Years	$482.11
	After 24 Years	$502.19
	After 25 Years	$522.28
	After 26 Years	$542.37
	After 27 Years	$562.46
	After 28 Years	$582.54
	After 29 Years	$602.63

Effective 1/21/05

Step 4	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 "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/06

Step 1	Bi-Weekly	$3,870.55
	After 1 Year	$38.71
	After 2 Years	$58.06
	After 3 Years	$77.41
	After 4 Years	$96.76
	After 5 Years	$116.12
	After 6 Years	$135.47
	After 7 Years	$154.82
	After 8 Years	$174.17
	After 9 Years	$193.53
	After 10 Years	$212.88
	After 11 Years	$232.23
	After 12 Years	$251.59
	After 13 Years	$270.94
	After 14 Years	$290.29
	After 15 Years	$309.64
	After 16 Years	$329.00
	After 17 Years	$348.35
	After 18 Years	$367.70
	After 19 Years	$387.06
	After 20 Years	$406.41
	After 21 Years	$425.76
	After 22 Years	$445.11
	After 23 Years	$464.47
	After 24 Years	$483.82
	After 25 Years	$503.17
	After 26 Years	$522.52
	After 27 Years	$541.88
	After 28 Years	$561.23
	After 29 Years	$580.58

Effective 1/21/06

Step 2	Bi-Weekly	$4,006.04
	After 1 Year	$40.06
	After 2 Years	$60.09
	After 3 Years	$80.12
	After 4 Years	$100.15
	After 5 Years	$120.18
	After 6 Years	$140.21
	After 7 Years	$160.24
	After 8 Years	$180.27
	After 9 Years	$200.30
	After 10 Years	$220.33
	After 11 Years	$240.36
	After 12 Years	$260.39
	After 13 Years	$280.42
	After 14 Years	$300.45
	After 15 Years	$320.48
	After 16 Years	$340.51
	After 17 Years	$360.54
	After 18 Years	$380.57
	After 19 Years	$400.60
	After 20 Years	$420.63
	After 21 Years	$440.66
	After 22 Years	$460.69
	After 23 Years	$480.72
	After 24 Years	$500.76
	After 25 Years	$520.79
	After 26 Years	$540.82
	After 27 Years	$560.85
	After 28 Years	$580.88
	After 29 Years	$600.91

Appendix "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/06

Step 3	Bi-Weekly	$4,138.08
	After 1 Year	$41.38
	After 2 Years	$62.07
	After 3 Years	$82.76
	After 4 Years	$103.45
	After 5 Years	$124.14
	After 6 Years	$144.83
	After 7 Years	$165.52
	After 8 Years	$186.21
	After 9 Years	$206.90
	After 10 Years	$227.59
	After 11 Years	$248.28
	After 12 Years	$268.98
	After 13 Years	$289.67
	After 14 Years	$310.36
	After 15 Years	$331.05
	After 16 Years	$351.74
	After 17 Years	$372.43
	After 18 Years	$393.12
	After 19 Years	$413.81
	After 20 Years	$434.50
	After 21 Years	$455.19
	After 22 Years	$475.88
	After 23 Years	$496.57
	After 24 Years	$517.26
	After 25 Years	$537.95
	After 26 Years	$558.64
	After 27 Years	$579.33
	After 28 Years	$600.02
	After 29 Years	$620.71

Effective 1/21/06

Step 4	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 "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/07

Step 1	Bi-Weekly	$3,986.67
	After 1 Year	$39.87
	After 2 Years	$59.80
	After 3 Years	$79.73
	After 4 Years	$99.67
	After 5 Years	$119.60
	After 6 Years	$139.53
	After 7 Years	$159.47
	After 8 Years	$179.40
	After 9 Years	$199.33
	After 10 Years	$219.27
	After 11 Years	$239.20
	After 12 Years	$259.13
	After 13 Years	$279.07
	After 14 Years	$299.00
	After 15 Years	$318.93
	After 16 Years	$338.87
	After 17 Years	$358.80
	After 18 Years	$378.73
	After 19 Years	$398.67
	After 20 Years	$418.60
	After 21 Years	$438.53
	After 22 Years	$458.47
	After 23 Years	$478.40
	After 24 Years	$498.33
	After 25 Years	$518.27
	After 26 Years	$538.20
	After 27 Years	$558.13
	After 28 Years	$578.07
	After 29 Years	$598.00

Effective 1/21/07

Step 2	Bi-Weekly	$4,126.22
	After 1 Year	$41.26
	After 2 Years	$61.89
	After 3 Years	$82.52
	After 4 Years	$103.16
	After 5 Years	$123.79
	After 6 Years	$144.42
	After 7 Years	$165.05
	After 8 Years	$185.68
	After 9 Years	$206.31
	After 10 Years	$226.94
	After 11 Years	$247.57
	After 12 Years	$268.20
	After 13 Years	$288.84
	After 14 Years	$309.47
	After 15 Years	$330.10
	After 16 Years	$350.73
	After 17 Years	$371.36
	After 18 Years	$391.99
	After 19 Years	$412.62
	After 20 Years	$433.25
	After 21 Years	$453.88
	After 22 Years	$474.52
	After 23 Years	$495.15
	After 24 Years	$515.78
	After 25 Years	$536.41
	After 26 Years	$557.04
	After 27 Years	$577.67
	After 28 Years	$598.30
	After 29 Years	$618.93

Appendix "A (5)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/07

Step 3	Bi-Weekly	$4,262.22
	After 1 Year	$42.62
	After 2 Years	$63.93
	After 3 Years	$85.24
	After 4 Years	$106.56
	After 5 Years	$127.87
	After 6 Years	$149.18
	After 7 Years	$170.49
	After 8 Years	$191.80
	After 9 Years	$213.11
	After 10 Years	$234.42
	After 11 Years	$255.73
	After 12 Years	$277.04
	After 13 Years	$298.36
	After 14 Years	$319.67
	After 15 Years	$340.98
	After 16 Years	$362.29
	After 17 Years	$383.60
	After 18 Years	$404.91
	After 19 Years	$426.22
	After 20 Years	$447.53
	After 21 Years	$468.84
	After 22 Years	$490.16
	After 23 Years	$511.47
	After 24 Years	$532.78
	After 25 Years	$554.09
	After 26 Years	$575.40
	After 27 Years	$596.71
	After 28 Years	$618.02
	After 29 Years	$639.33

Effective 1/21/07

Step 4	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 "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/08

Step 1	Bi-Weekly	$4,146.14
	After 1 Year	$41.46
	After 2 Years	$62.19
	After 3 Years	$82.92
	After 4 Years	$103.65
	After 5 Years	$124.38
	After 6 Years	$145.11
	After 7 Years	$165.85
	After 8 Years	$186.58
	After 9 Years	$207.31
	After 10 Years	$228.04
	After 11 Years	$248.77
	After 12 Years	$269.50
	After 13 Years	$290.23
	After 14 Years	$310.96
	After 15 Years	$331.69
	After 16 Years	$352.42
	After 17 Years	$373.15
	After 18 Years	$393.88
	After 19 Years	$414.61
	After 20 Years	$435.34
	After 21 Years	$456.08
	After 22 Years	$476.81
	After 23 Years	$497.54
	After 24 Years	$518.27
	After 25 Years	$539.00
	After 26 Years	$559.73
	After 27 Years	$580.46
	After 28 Years	$601.19
	After 29 Years	$621.92

Effective 1/21/08

Step 2	Bi-Weekly	$4,291.27
	After 1 Year	$42.91
	After 2 Years	$64.37
	After 3 Years	$85.83
	After 4 Years	$107.28
	After 5 Years	$128.74
	After 6 Years	$150.19
	After 7 Years	$171.65
	After 8 Years	$193.11
	After 9 Years	$214.56
	After 10 Years	$236.02
	After 11 Years	$257.48
	After 12 Years	$278.93
	After 13 Years	$300.39
	After 14 Years	$321.85
	After 15 Years	$343.30
	After 16 Years	$364.76
	After 17 Years	$386.21
	After 18 Years	$407.67
	After 19 Years	$429.13
	After 20 Years	$450.58
	After 21 Years	$472.04
	After 22 Years	$493.50
	After 23 Years	$514.95
	After 24 Years	$536.41
	After 25 Years	$557.87
	After 26 Years	$579.32
	After 27 Years	$600.78
	After 28 Years	$622.23
	After 29 Years	$643.69

Appendix "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/08

Step 3	Bi-Weekly	$4,432.17
	After 1 Year	$44.32
	After 2 Years	$66.48
	After 3 Years	$88.64
	After 4 Years	$110.80
	After 5 Years	$132.97
	After 6 Years	$155.13
	After 7 Years	$177.29
	After 8 Years	$199.45
	After 9 Years	$221.61
	After 10 Years	$243.77
	After 11 Years	$265.93
	After 12 Years	$288.09
	After 13 Years	$310.25
	After 14 Years	$332.41
	After 15 Years	$354.57
	After 16 Years	$376.73
	After 17 Years	$398.90
	After 18 Years	$421.06
	After 19 Years	$443.22
	After 20 Years	$465.38
	After 21 Years	$487.54
	After 22 Years	$509.70
	After 23 Years	$531.86
	After 24 Years	$554.02
	After 25 Years	$576.18
	After 26 Years	$598.34
	After 27 Years	$620.50
	After 28 Years	$642.66
	After 29 Years	$664.83

Effective 1/21/08

Step 4	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 "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/09

Step 1	Bi-Weekly	$4,311.99
	After 1 Year	$43.12
	After 2 Years	$64.68
	After 3 Years	$86.24
	After 4 Years	$107.80
	After 5 Years	$129.36
	After 6 Years	$150.92
	After 7 Years	$172.48
	After 8 Years	$194.04
	After 9 Years	$215.60
	After 10 Years	$237.16
	After 11 Years	$258.72
	After 12 Years	$280.28
	After 13 Years	$301.84
	After 14 Years	$323.40
	After 15 Years	$344.96
	After 16 Years	$366.52
	After 17 Years	$388.08
	After 18 Years	$409.64
	After 19 Years	$431.20
	After 20 Years	$452.76
	After 21 Years	$474.32
	After 22 Years	$495.88
	After 23 Years	$517.44
	After 24 Years	$539.00
	After 25 Years	$560.56
	After 26 Years	$582.12
	After 27 Years	$603.68
	After 28 Years	$625.24
	After 29 Years	$646.80

Effective 1/21/09

Step 2	Bi-Weekly	$4,462.92
	After 1 Year	$44.63
	After 2 Years	$66.94
	After 3 Years	$89.26
	After 4 Years	$111.57
	After 5 Years	$133.89
	After 6 Years	$156.20
	After 7 Years	$178.52
	After 8 Years	$200.83
	After 9 Years	$223.15
	After 10 Years	$245.46
	After 11 Years	$267.78
	After 12 Years	$290.09
	After 13 Years	$312.40
	After 14 Years	$334.72
	After 15 Years	$357.03
	After 16 Years	$379.35
	After 17 Years	$401.66
	After 18 Years	$423.98
	After 19 Years	$446.29
	After 20 Years	$468.61
	After 21 Years	$490.92
	After 22 Years	$513.24
	After 23 Years	$535.55
	After 24 Years	$557.87
	After 25 Years	$580.18
	After 26 Years	$602.49
	After 27 Years	$624.81
	After 28 Years	$647.12
	After 29 Years	$669.44

Appendix "A (5)"

Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606) Before 1/1/98 who had been Promoted to the Rank of Sergeant (Job Specification 2605) Before 1/1/93

Effective 1/21/09

Step 3	Bi-Weekly	$4,610.02
	After 1 Year	$46.10
	After 2 Years	$69.15
	After 3 Years	$92.20
	After 4 Years	$115.25
	After 5 Years	$138.30
	After 6 Years	$161.35
	After 7 Years	$184.40
	After 8 Years	$207.45
	After 9 Years	$230.50
	After 10 Years	$253.55
	After 11 Years	$276.60
	After 12 Years	$299.65
	After 13 Years	$322.70
	After 14 Years	$345.75
	After 15 Years	$368.80
	After 16 Years	$391.85
	After 17 Years	$414.90
	After 18 Years	$437.95
	After 19 Years	$461.00
	After 20 Years	$484.05
	After 21 Years	$507.10
	After 22 Years	$530.15
	After 23 Years	$553.20
	After 24 Years	$576.25
	After 25 Years	$599.30
	After 26 Years	$622.35
	After 27 Years	$645.40
	After 28 Years	$668.45
	After 29 Years	$691.50

Effective 1/21/09

Step 4	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 (6)"
Salary Ranges for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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

Appendix "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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

Appendix "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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

Appendix "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) on or After 1/1/98 But Before the Execution of the MOA

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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (6)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 (7)"
Salary Ranges for Individuals Promoted to the Rank of Detective Sergeant (Job Specification 2606)
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

Appendix "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "A (7)"
Percentage Longevity for Individuals Promoted to the Rank of Detective Sergeant
(Job Specification 2606) 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 "B"
USE OF ACCRUED COMPENSATORY TIME

Police Sergeants 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 Officers.

Time off may be taken against the compensatory time bank as follows:

1. Ordinary Compensatory Time

   When a Sergeant 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 his Facility Commanding Officer in writing. The Commanding Officer will verify that the Sergeant has sufficient time in his bank, determine if approval will adversely affect the tour or tours of duty involved and if not call the Central Police Pool Commanding Officer for approval. If no Central Police Pool exists the Commanding Officer shall contact the Special Operations Division (SOD) Commanding Officer for approval.

   If approved by the Central Police Pool or the SOD Commanding Officer, the time off is not to be canceled without the personal approval of the Superintendent of Police.

2. Time Off Limitations

   Compensatory time off will be guaranteed for up to three Sergeants per day. The Central Police Pool or SOD Commanding Officer will control the approval of all compensatory time requests so that absences for such purposes remain at or below the level of three Sergeants per 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 with pay two (2) hour with pay and charged six (6) hours Compensatory Time.

Work fifteen (15) hours overtime – To be excused three (3) Hour with pay and charged five (5) hours Compensatory Time.

Work sixteen (16) hours overtime – To be excused four (4) hour 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 VII of Attachment A 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 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 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 Officer'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 vacation 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 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.

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 exception noted in part VII. 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 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.

POLICE SERGEANT VACATION GROUP ROTATION

	2004	2005	2006	2007	2008	2009	2010	2011	2012
JAN.	A	I	H	G	F	E	D	C	B
JAN.	B	A	I	H	G	F	E	D	C
FEB.	C	B	A	I	H	G	F	E	D
FEB	D	C	B	A	I	H	G	F	E
MAR	E	D	C	B	A	I	H	G	F
MAR	F	E	D	C	B	A	I	H	G
APR	G	F	E	D	C	B	A	I	H
APR	H	G	F	E	D	C	B	A	I
MAY	I	H	G	F	E	D	C	B	A
MAY	A	I	H	G	F	E	D	C	B
JUNE	B	A	I	H	G	F	E	D	C
JUNE*	C	B	A	I	H	G	F	E	D
JULY*	D	C	B	A	I	H	G	F	E
JULY*	EF	DE	CD	BC	AB	IA	HI	GH	FG
AUG*	G	F	E	D	C	B	A	I	H
AUG*	H	G	F	E	D	C	B	A	I
SEPT*	AI	HI	GH	FG	EF	DE	CD	BC	AB
SEPT	C	B	A	I	H	G	F	E	D
OCT	D	C	B	A	I	H	G	F	E
OCT.	E	D	C	B	A	I	H	G	F
NOV.	F	E	D	C	B	A	I	H	G
NOV.	G	F	E	D	C	B	A	I	H
DEC.	H	G	F	E	D	C	B	A	I
DEC.	I	H	G	F	E	D	C	B	A
X-MAS	B	A	I	H	G	F	E	D	C

NOTE:

1. Any letter listed without a number includes all sub groups of that letter, i.e., "A" includes groups Al, A2, A3, A4. A5, A6, A7.

2. Monthly periods shown are nominal. Actual charts are produced annually by Police Division with specific dates.

*Prime Vacation Period.

APPENDIX "E"

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)

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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 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 for an additional 6 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.

APPENDIX B

PROCEDURE FOR CHANGING THE SICK LEAVE STATUS OF MEMEBRS 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.

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 notifications 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 Sergeants 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 XVIII, Section XXI and Appendix "J" referred to therein, Section XXIX, Section XXX, Paragraph one of Section XXXIII, 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 Sergeants 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 XVIII, Section XXI and Appendix "J" referred to therein, Section XXIX, Section XXX, paragraph one of Section XXXIII, 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 Sergeant 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 therefore. No complaint or dispute whatsoever concerning any transfer of a Police Sergeant 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 therefore. 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: 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 XVIII, Section XXI and Appendix "J" referred to therein, Section XXIX, Section XXX, Paragraph one of Section XXXIII, 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, 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 Sergeant 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 Sergeant 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, 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 Police Sergeant 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 Sergeant 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 3-05 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 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. 3-05.

7. A Police Sergeant 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 Sergeant 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 Sergeant has taken the maximum of sixteen hours of compensatory time converted to personal leave, the Police Sergeant 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, Sergeants 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 employees are to submit written notice in advance for personal leave to their Commanding Officer 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.

APPENDIX "I"

OVERTIME ASSIGNMENT PROCEDURE FOR POLICE SERGEANTS

I. POLICY

A. Overtime for assignments will be authorized in accordance with Section XIII of the Memorandum of Agreement.

This procedure shall be utilized to identify the appropriate Police Sergeant for an overtime work assignment.

Voluntary overtime is an overtime assignment which is not ordered or which need not be assigned to a particular Police Sergeant. Ordered overtime is any overtime ordered pursuant to Section XIII, Paragraph 13 of the Memorandum of Agreement, preparation time, or overtime required in connection with training, arrest, appearances at court, before administrative bodies.

B. Police Sergeants must express advance interest in working Early Call In (ECI), Hold Over (HO), Regular Day Cancellation (RDO X) or Vacation Cancellation (VAC X) at their permanently assigned Facility Police Command first and then at the Central Police Desk. RDO X and VAC X have equal standing under the Procedure and Police Sergeants shall be solicited on total cumulative overtime hours. Police Sergeants requesting to work a voluntary overtime assignment must cover their Facility Police Command requirements first, and selection under this Procedure will be made from an operating equalization overtime list in accordance with this procedure.

C. The interested Police Sergeant with the least amount of overtime shall be solicited, subject to the procedures in Section II herein, for the assignment. In the event the Police Sergeant with the lowest overtime declines, the Police Sergeant with the next lowest amount shall be solicited and so on, until all interested Police Sergeants are canvassed. A recorded up to date master list of all Police Sergeants overtime shall be maintained at the Central Police Desk and used for overtime equalization in the event a Police Sergeant is requested to fill an overtime work requirement, that cannot be filled by the facility assigned Police Sergeants in accordance with this procedure. The master overtime list shall be provided by the Port Authority and shall be no more than 14 to 28 days in arrears of the daily up to date Facility Police Command Police Sergeants overtime hours. This master list shall be in addition to the daily overtime hours maintained and used at each Police Sergeant's Facility Police Command for equalization. If two or more Police Sergeants have the same number of hours, the Police Sergeant with the greatest seniority will be called first. Refusals of overtime will not be considered, only overtime hours or parts thereof will be recorded.

D. Effective on June 30,1998,

1. At the beginning of each calendar year, all Police Sergeants shall return to zero (0) overtime hours for the purpose of this procedure.

2. All newly promoted Sergeants overtime accrued as a Police Officer and/or a Detective will be carried over upon promotion.

II. PROCEDURE

A. Overtime assignment of four (4) hours or less

1. Whenever a voluntary overtime assignment for a Police Sergeant is four (4) hours or less, Commanding Officers may fill the vacancy by the "holding over" or "early call in" of Police Sergeants assigned to the Facility Police Command, with equalization amongst those eligible Police Sergeants working the tour adjacent to the overtime assignment.

   a. In the event Police Sergeants are not available to work Hold Over or ECI from adjacent tours of the overtime assignment, Police Sergeants on RDOX /VAC X assigned to the Facility Police Command may be canvassed to fill the overtime assignment.

   b. If no assigned Police Sergeant is available from the list of assigned Facility Police Command Police Sergeants, then available Police Sergeants may be canvassed to fill the overtime requirement in accordance with Paragraph C herein.

B. Overtime Assignment of More Than Four (4) Hours

1. Whenever a voluntary overtime assignment for a Police Sergeant is to be for more than four hours, it may be covered by RDO X/VACX where possible, or by HO, ECI in the sequence listed below.

   a. All Police Sergeants assigned to the Facility Police Command in accordance with Attachment "A" annexed hereto, may be solicited to work on an RDO X/VAC X basis. In those instances where a voluntary overtime assignment of more than four hours is filled utilizing a Police Sergeant on RDO X or VAC X pursuant to this procedure the Police Sergeant shall be guaranteed a minimum of eight (8) hours work.

   b. All Police Sergeants assigned at the Facility Police Command working the tours adjacent to the overtime assignment shall be offered the HO or ECI.

C. In the event the assignment cannot be filled in accordance with the above, then the following sequence applies:

1. Police Sergeants from a Facility Police Command within a Consolidated Police Zone on RDO X/VAC X who are qualified to work at the requesting Facility Police Command shall be solicited to fill the assignment.

2. Qualified Police Sergeants on HO or ECI from a Facility Police Command within a Consolidated Police Zone shall be solicited to work at the Facility Police Command to fill this assignment.

3. Police Sergeants from all other Facility Police Commands on RDO X/VAC X who are qualified to work at the requesting Facility Police Command shall be solicited to fill the assignment.

4. Qualified Police Sergeants on HO or ECI from any Facility Police Command shall be solicited to work at that Facility Police Command to fill the assignment.

D. If all attempts to cover a Police Sergeant deficiency on a voluntary basis with a qualified Police Sergeant has failed then the most junior qualified Police Sergeant working at the Facility Police Command will be ordered to work as follows; HO or ECI from among junior qualified Police Sergeants working the adjacent tours at the Facility Police Command at which the overtime occurs. Once a Police Sergeant has been ordered to work pursuant to Section XIII, he/she shall be ineligible to be ordered to work under Section XIII for a period of six months.

E. For the purposes of this procedure, a Police Sergeants Facility Police Command assignment shall be that which is listed in Attachment "A", annexed hereto. All Detective Sergeants shall be deemed to have the same Facility Police Command for the purpose of overtime equalization only.

F. For the purpose of this procedure, a Sergeant 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 Sergeant 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.

III. <u>Voluntary Overtime By Pass Remedy</u>

If a qualified Police Sergeant who has in accordance with this Procedure expressed advanced interest in working a voluntary overtime assignment is by-passed in violation of this procedure due to a misapplication of this Procedure, then the Port Authority in its sole discretion will either remunerate the Police Sergeant (make whole) or afford the Police Sergeant 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

work assignment. Whenever practicable this equivalent overtime work assignment shall be completed during the pay period in which the error is confirmed by the Public Safety Department. This paragraph sets forth the only remedy(s) for an overtime by-pass violation.

IV. This overtime procedure shall be effective on the date of the execution of this Memorandum of Agreement.

APPENDIX "I" ATTACHMENT "A"

JFK –LGA CONSOLIDATED POLICE ZONE

JFK			LGA
			KOEGL
RIENZIE	BUTLER	McCLAVE	FLORKOWSKI
RERARDON	McCAULEY	KEANE	MIRRER
HUBERT	SMITH.C.	FRANCIS	GOLDBERG
NASTRO	FARRELL	SAVARERSE	TINDALL
RYAN	KENNEDY	WEST	GIARAMITA
ROSTRUP	SCARANO	HOEY	DELGADO, J.
BORELLI	GROSSI	PREYER	TYNER
DELGADO, W.	AYLMER	MORAN	BERGMANN

The following positions will be considered in the JFK-LGA Consolidated Police Zone for overtime purposes only:

PHQ NY K-9 (Schmidt) Police Academy Fire Training Center/Instructor-FTU(Florie,Kohlmann, Johnson)
PHQ Court Liaison JFK (Latimer)

NIA/SIB-TEL/PN-PE CONSOLIDATED POLICE ZONE

NIA		SIB	PN
SULEWSKI	LORENZ	RODRIQUEZ	MARESCA
DANCHUK	MATTIACE	PETERS	MANGIERI
GORMAN	GREENSTEIN		MESS
MANIA	FARFALLA		SCHIELS
MARTEN	BURNS		
DUBELBEISS	CAPOZZI		
GARLAND	DURHAM		
CALIA			

The following positions will be considered in the NIA/SIB-TEL/PN-PE Consolidated Police Zone for overtime purposes only:

PHQ NJ K-9 (Herring) PHQ Court Liaison Nwk (Koumoutsos)

PATH/WTC/HT-BP CONSOLIDATED POLICE ZONE

PATH		WTC	HT-BP
DUANE	FONG	HARDY	POTEPA
MURPHY	GUTCH	HARRIS	WEBER
GARCIA	SIMS	CHIN	
LAWZ	KOWANA		
MUNNELLY	PICONE		
OBERHOFFER	PETRUZZIELLO		

The following positions will be considered in the PATH/WTC/HT-BP Consolidated Police Zone for overtime purposes only:
PHQ Court Liaison PATH (Holland) Police Academy ESU (McQuade)

PABT/LT/GWB CONSOLIDATED POLICE ZONE

PABT		LT	GWB
CUMMINGS	HENNESSEY	FLEMING	KEITH
FEELEY	HERNANDEZ	SCHILLIZZI	KING
COTTRELL	RHEM	BATISTA	
FINNIE	BROWN		
GAYSON	JONES		
HORAN	FERRIGNO		
COLEMAN	GLAZER		
GRIFFITH	LIPARI		

The following positions will be considered in the PABT/LT/GWB Consolidated Police Zone for overtime purposes only:

PHQ Special Services (Toohey) Police Academy FTU (Edwards)

CIB		IAB	POLICE ACADEMY
COOPER	MATHIESON	GREFF	FLORIE
SMITH, W.	PALERMO	MORRIS	KOHLMANN
LEATHER	BOMENGO		JOHNSON
ZACHOWSKI	McKEEVER		EDWARDS
DILENA	LICORISH		McQUADE
HEIM	ROSS		
PERDOMO	MARIANO		
HEIDESBERGER			

POLICE HQ (PHQ)		CPD	SOD/ESU
PROSPERO	LATIMER	LEARY	STONE
WICKERS	KOUMOUTSOS	GONZALEZ	RUIZ
O'NEILL	TOOHEY	DeSIO	
HOLLAND	HERRING	O'DONNELL	
CASO	SCHMIDT	JOHNSON, V.	

The following positions will be considered part of the CPD for overtime purposes only:

PHQ Equipment Sgt. (Prospero) PHQ ACU (Wickers) PHQ ACU (Caso)

THIS EQUALIZATION LIST SHALL BE REVISED WITHIN THIRTY DAYS OF ANY TRANSFERS AND/OR REASSIGNMENTS. THE ASSOCIATION WILL BE PROVIDED WITH A COPY OF ALL REVISED EQUALIZATION LISTS PRIOR TO PUBLICATION.

APPENDIX J

PROCEDURE FOR PROMOTION OF POLICE SERGEANTS (JOB SPEC. 2605) TO THE RANK OF POLICE LIEUTENANT (JOB SPEC. 2615)

I. Promotion Evaluation Announcements

A. Announcements will be posted at least thirty (30) days prior to the implementation of the first element of the evaluation.

B. Copies of promotion announcements shall 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 Sergeants Benevolent Association (SBA) at least one (1) week before it is posted.

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 his/her Facility Police Commanding Officer.

C. In addition to the above, the promotion announcement shall contain:

1. Responsibilities of the rank of Police Lieutenant as set forth in the Job Specification No. 2615 in effect as of the date of the mailing of the promotion

announcement.

2. The current salary range for Police Lieutenant, indicating specified steps and increments.

3. Experience and attendance requirements to participate in the evaluation.

4. Elements of evaluation to be utilized and that each element will be conducted on a pass-fail basis.

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. If there is to be an appeal from a written test, then a statement including:

a. Time limits for appeals.

b. Only written test participants who do not receive a passing grade on the written test will be permitted to submit an appeal and will have the right to be shown and obtain a copy of questions answered incorrectly on the written test and the correct answers.

c. The group who will entertain the appeals.

d. The form or forms upon which any appeal would be processed, where they can be obtained and where they are to be submitted.

7. 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 SBA in effect as of the date of the posting of the promotion announcement.

d. Absence due to official work assignment which prevents the candidate from taking the written test.

II. <u>The Elements of Evaluation</u>

A. The Port Authority shall determine the element(s) of evaluation in each promotion evaluation and each element shall be conducted on a pass-fail basis.

B. If the Port Authority includes a written test as an element of the promotion evaluation, it will be the first part of the evaluation.

C. If the Port Authority determines that there will be an oral test as an element of the evaluation, it will establish oral boards and will assign candidates to the boards on a random basis. Candidates may request one reassignment.

D. 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 and the composition of the oral boards. The passing grade for any element will be established by the Port Authority.

III. <u>The Eligible List</u>

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 Lieutenant. The selection of individuals for promotion to Police Lieutenant 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 pursuant to the Memorandum of Agreement shall not be eligible to be considered for promotion until the period of suspension has ended.

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 SBA, 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 SBA 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, only written test participants who do not receive a passing grade in the written test will be permitted to submit an appeal and such appeal shall be entertained only 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.

2. A candidate shall submit his/her appeal within five (5) days, excluding Saturdays, Sundays and Port Authority holidays as defined in the Annual Holiday schedule prepared by the Human Resources Department Director in the preceding year for non-field employees, from the date of receipt by the candidate of notification of his results in the written test. Failure of a candidate to meet the above appeals time limit will bar the appeal.

3. 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.

4. The Appeal Board shall consider one or more appeals 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.

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 SBA shall not be applicable to this 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 promotion evaluation procedure shall be submitted to the Port Authority Employment Relations Panel for an expedited determination.

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 2, 2005

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association
220 Bruce Reynolds Blvd.
Fort Lee, NJ 07024

Dear Sergeant O'Neill:

In connection with the procedure for promotion of Police Sergeants to the rank of Police Lieutenant (the "promotion procedure") set forth in Appendix J of the Memorandum of Agreement between the Port Authority and the Port Authority Police Sergeants Benevolent Association (SBA), the parties agree that should it be determined by the Port Authority Employment Relations Panel or by any court of law that any provision 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 Appendix J. In such event, the Port Authority and the SBA shall immediately enter into negotiations with respect to a successor provision/s for any such provisions which are determined to be so violative and constitute mandatory subjects of negotiation under the Port Authority Labor Relations Instruction.

Please indicate your concurrence in the above on behalf of the SBA by signing in the space provided below and returning a signed original of this agreement to me.

Sincerely,

Paul D. Segalini
Director
Labor Relations Department

CONCUR: _____
Sergeant Mark O'Neill, President
Port Authority Police Sergeants Benevolent Association

DATE: 3/2/05

APPENDIX "K"

VACATION GROUPS – SERGEANTS AND DETECTIVE SERGEANTS

A vacation group will consist of no more than 8 individuals.

Prior to establishing Vacation grouping as provided for in this procedure, the distribution of vacation letters among Sergeants assigned to a Facility Police Command shall be adjusted in accordance with the "20% rule." This rule provides that all Sergeants are to be assigned to vacation periods using their currently assigned letter. Should conflicts occur in the schedule where more than 20% of the Facility Police Command Sergeants strength is on vacation during the same period, Sergeants so effected will be permitted to voluntarily move in the chart to provide balance. If the schedule is still unbalanced after the voluntary moves, the Junior Sergeant(s) will be moved to under utilized periods to balance the chart. The new letters assigned as a result of this procedure will be retained by the Sergeant for the duration of their assignment at the respective Facility Police Commands.

The one exception to the permanent reassignment of letters involves those Sergeants who are in a letter group which is doubled up with another group for prime time vacations. If more than 20% of the Sergeants are on vacation in a particular time period, a reassignment of letters as per above is permissible, but the reassignment is for the calendar year only. During the course of any year, newly assigned Sergeants will retain their letter in the year of assignment. However, if the assignment places more than 20% of the Facility Police Command Sergeants in one letter group, the same 20% rule should be followed in the subsequent year. Sergeants seniority as opposed to Facility Police Command seniority will count in determining who is Junior Sergeant. If an imbalance exists in the schedule with less than 20% of Sergeants on vacation in all periods, voluntary requests can be accommodated to balance the chart.

Vacation periods for individuals within a group will be determined by vacation letter in accordance with the Memorandum of Agreement, provided, however, that if more than one individual in a vacation group is scheduled to take vacation in the same time period, and this duplication cannot be eliminated by the assignment of a different Sergeant to the particular group, the Junior Sergeant(s) from among those with the conflicting periods will be required to select a different vacation period for that year. The period selected must be such so as not to conflict with any other periods in place for that group that year. The assignment of Sergeants to a vacation group shall be done by the Commanding Officer in accordance with the above.

Once vacation assignments have been established for the year, they may not be changed as a result of an individual transferring in or out of a vacation group. A newly assigned Sergeant, may keep his assigned vacation for that given year or may take the vacation slot available in the group to which he is assigned subject to the provisions of this Appendix "K."

VACATION RELIEF DETECTIVE SERGEANTS

Detective Sergeants assigned to Vacation Relief Positions as identified in Appendix "M", Attachment "B" of the Memorandum of Agreement, will be responsible for covering the vacation coverage of individuals within a vacation group. A vacation group will consist of no more than seven (7) individuals to be relieved plus the Vacation Relief Detective Sergeant.

Vacation Relief Detective Sergeant Position #1 (V.R. 1) covers the vacations of Detective Sergeants assigned to the following positions and/or assignments as identified in Appendix "M", Attachment "B" of the Memorandum of Agreement:

JFK	-	(3) Three Detective Sergeants positions
CCPU	-	(1) One Detective Sergeant position
LGA	-	(1) One Detective Sergeant position
11x7	-	(1) One Detective Sergeant position

Vacation Relief Detective Sergeant Position #2 (V.R. 2) covers the vacations of Detective Sergeants assigned to the following positions and/or assignments as identified in Appendix "M", Attachment "B" of the Memorandum of Agreement:

NIA	-	(3) Three Detective Sergeants positions
BT	-	(3) Three Detective Sergeants positions
HQ	-	(1) One Detective Sergeant position

Vacation periods for individuals within a group will be determined by vacation letter in accordance with the Memorandum of Agreement. However, if more than one individual in a vacation group is scheduled to take vacation in the same time period the Commanding Officer shall take the following steps to eliminate the duplication:

a) By seniority, solicit volunteers to change their vacation group for the year.
b) The junior Detective Sergeant(s) from among those with conflicting periods will be required to select a different vacation period for that year.

Once vacation assignments have been established for the year, they may not be changed as a result of an individual transferring in or out of a position and/or assignment. Any Sergeant newly assigned as a Detective Sergeant shall keep his vacation group for the balance of the year.

The work charts of Detective Sergeants assigned to Vacation Relief Detective Sergeants positions will be developed and provided to the Association for review by December 31st of the prior year.

The Association President may only withhold his approval of the Detective Sergeant Vacation Relief chart(s) in the event any of the provisions of Section XII, Paragraphs 1 and 7(a), (b) or Section XV, Paragraph 1(a), (b), or Section XVII of Memorandum of Agreement are violated. Should a Detective Sergeant Vacation Relief Chart not be approved by the Association's President, he shall provide the Port Authority with the specific reasons for withholding approval. If the Port Authority believes that the work chart and/or the Detective Sergeant Vacation Relief Chart does not violate any of the provisions of the Memorandum of Agreement it shall not implement the work chart and/or the Detective Sergeant Vacation Relief Chart which is in dispute. Pending the resolution of the dispute, the Vacation Relief Detective Sergeant shall be assigned to a work chart in accordance with the Memorandum of Agreement.

The Port Authority may submit the dispute to expedited arbitration pursuant to Appendix "G" of the Memorandum of Agreement to determine if the work chart and/or Detective Sergeant Vacation Relief Chart violates the above requirements. The burden of having such work chart and/or Detective Sergeant Vacation Relief Chart approved through arbitration shall be on the Port Authority.

Once a Detective Sergeant Vacation Relief Chart is approved, it shall become the Detective Sergeant's work chart. Any and all revisions to an approved Detective Sergeant Vacation Relief work chart must be approved by the Association's President prior to its implementation. The Association's President may only withhold approval of the revised Detective Sergeant Vacation Relief Chart(s) if any of the previously mentioned Sections of the Memorandum of Agreement are violated. The Association President shall provide the Port Authority with specific reasons for withholding approval. If the Association's President does not approve of the revisions to the Detective Sergeant Vacation Relief Chart it shall not be implemented. Pending the resolution of the dispute the Vacation Relief Detective Sergeant shall remain in his current work chart.

The Port Authority may submit the dispute to expedited arbitration pursuant to Appendix "G" of the Memorandum of Agreement to determine if the revised Detective Sergeant Vacation Relief work chart violates the above requirements. The burden of having the revised Detective Sergeant Vacation Relief Chart approved through arbitration shall be on the Port Authority.

The Detective Sergeants assigned to these Vacation Relief positions may when not covering vacations within their vacation group or are excess cover any deficiencies on their scheduled tour of duty for any position and/or assignment within their vacation group.

APPENDIX L

REPEATED AND EXCESSIVE ABSENCE DISCIPLINE

Effective with the execution of the Memorandum of Agreement the following shall be applicable to disciplining a Sergeant 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 Sergeant 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 Sergeant who enters the progressive disciplinary process is subject to successive stages of discipline which provide for successively greater maximum penalties. A Sergeant who enters the progressive disciplinary process is also able to retreat out of it. If a Sergeant 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 Sergeant shall retreat to the immediately preceding stage in the process. In this way, a Sergeant who had entered the process may, retreat through the stages and return to the status of a Sergeant against whom no charge of Repeated and Excessive Absence has been sustained. Such a Sergeant shall be subject to reentering the progressive disciplinary process only as provided in Paragraph B.I. below.

B 1. A Sergeant 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 Sergeant'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 Sergeant 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 Sergeant 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 Sergeant shall be subject to being charged with Repeated and Excessive Absence -Stage II.

If no Stage II charge is brought against a Sergeant 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 Sergeant shall retreat to the status of a Sergeant against whom no charge of Repeated and Excessive Absence has been sustained.

3. If a Sergeant 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 Sergeant 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 Sergeant shall retreat to the status of a Sergeant against whom a Stage I charge has been sustained.

4. If a Sergeant 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 Sergeant 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

Excessive Absences with respect to absences in the next subsequent nine month period, or any part therof, a Sergeant shall retreat to the status of a Sergeant against whom a Stage II charge has been sustained.

5. If a Sergeant 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 Sergeant 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 Sergeant 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 Sergeant shall retreat to the status of a Sergeant 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 Sergeant 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 Sergeant 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 Sergeant 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 Sergeant is guilty of Repeated and Excessive Absence under this Appendix.

F. The Port Authority shall have the right to discipline a Sergeant 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 Sergeant 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"

WORK PRESERVATION AGREEMENT

The Port Authority will make every effort as set forth herein to fill each of the positions agreed upon in Attachment "A", annexed hereto, as long as any of the work of that position continues to be performed by or on behalf of the Port Authority. Whenever a position is vacant due to retirement, resignation, promotion, permanent reassignment, and/or transfer, the procedures included in the Memorandum of Agreement relating to transfers and work chart assignments shall be followed to fill the vacancy. The definition of Police Sergeant in this agreement shall also include Detective Sergeant.

A. Whenever a Police Sergeant position identified in Attachment "A" is vacant due to retirement, resignation, promotion, permanent reassignment, and/or transfer, the transfer and work chart assignment provisions of the Memorandum of Agreement shall be followed to fill the position, and until such position is filled in accordance with such provisions, it shall be filled in accordance with the procedure set forth in Paragraph E below.

B. All Police Sergeants positions identified in Attachment "A" which are vacant due to time off provisions of the Memorandum of Agreement, e.g., RDO's, Vacation, C.T., Sick Leave, IOD's and Personal leave, shall be filled in accordance with the procedure set forth in Paragraph E below.

C. All Police Sergeants positions identified in Attachment "A" which are vacant due to the assignment of the Police Sergeant to a position other than his authorized roll call position, e.g., vacant due to training, sick checks, investigations, VIP, Staff Duties, or any other assignments (including Detective Sergeant replacement and Lieutenant replacement) shall be filled in accordance with the procedure set forth in paragraph E below.

D. The positions listed in Attachment "B", annexed hereto, shall be filled as long as any work of the position continues to be performed by or on behalf of the Port Authority. However, if the position is vacant due to e.g. RDO, Vacation, C.T., Sick Leave, IOD, Personal Leave, training, court or medical, the position need not be filled as long as persons not in the negotiating unit do not perform unit work of the Association currently and heretofore performed by that position. Whenever the position is vacant, the Port Authority may

choose not to have the work of that position performed or may choose to assign work of that position to another Police Sergeant. In such cases the Port Authority is not required to fill the vacancy.

E. The procedure to fill a vacancy on a regularly scheduled tour of duty as required under this Appendix "M" shall consist of the following steps to be taken in order:

1. Assignment thereto of an excess qualified Police Sergeant permanently assigned to a Facility Police Command within a contractually designated Consolidated Police Zone where the vacancy occurs when working on the same tour of duty as the vacancy. The Port Authority will assign the senior qualified Police Sergeant who volunteers for such assignment. If there is no such volunteer the Port Authority will assign the junior qualified Police Sergeant. Such excess Police Sergeant shall first report to his permanently assigned Facility Police Command. The excess Police Sergeant shall be provided with a Port Authority police vehicle when responding to fill the vacancy. No Police Sergeant shall be ordered and/or instructed and/or requested to use his personal vehicle for transportation from his permanently assigned Facility Police Command to another Facility Police Command. A Police Sergeant filling a vacancy pursuant to this paragraph shall return to his permanently assigned Facility Police Command at the end of his regularly scheduled tour of duty to sign off duty. For the purposes of this Paragraph E. 1. a Police Sergeant is "excess" if the Police Sergeant has not been assigned to a normal roll call position at the Police Sergeant's Facility Police Command on that tour of duty and all normal roll call positions at such Command have been filled. In implementation of this procedure the Port Authority may not create an excess Police Sergeant by failing to fill a normal roll call position in order to use the Police Sergeant who would have filled that position to cover a deficiency at another Facility Police Command.

2. Assignment thereto of a Police Sergeant pursuant to Appendix I of the Memorandum of Agreement.

F. When the procedure set forth in Paragraph E above is followed and no Police Sergeants are available to fill a vacant Police Sergeant position, the unit work performed by that position may then be performed by a higher rank only until a Police Sergeant is available to fill the vacancy by implementation of that procedure.

G. Whenever any vacancy in a Police Sergeant position occurs, which is required to be filled under this Appendix "M", and the procedure set forth in Paragraph E above is not followed, the first Police Sergeant who would have filled the vacancy pursuant to Paragraph E.2. if such procedure had been followed shall receive the payment of four (4) hours pay at his straight time rate for each such vacancy.

Such payment shall be required under this Paragraph G unless the Police Sergeant whose absence has created the vacancy has failed to give his permanently assigned Facility Police Command notice of his absence at least two (2) hours prior to the starting time of his regularly scheduled tour of duty.

APPENDIX "M"
Attachment "A"

HQ
6X2 Court Liaison Sgt. 1 of 3 (M-F)
6X2 ACU Sgt. 1 of 2 (M-F)
6X2 Special Operations Sergeant – ESU
2X10 Special Operations Sergeant – ESU
10X6 Special Operations Sergeant – ESU

PATH
10X6 2 Patrol Sgts.

6X2 2 Patrol Sgts.

2X10 2 Patrol Sgts.

WTC
6X2 Patrol Sgt.

2X10 Patrol Sgt.

BT
10X6 Desk Sgt.
Patrol Sgt.

6X2 Desk Sgt.
Patrol Sgt.
Relief Sgt.
YSU or Administrative Sgt. (M-F)

2X10 Desk Sgt.
Patrol Sgt.
Relief Sgt.

APPENDIX " M"
Attachment " A"

LGA

10X6 Crew Chief

6X2 Crew Chief
Patrol Sgt.

2X10 Crew Chief
Patrol Sgt.

JFK

10X6 2 Crew Chiefs.
1 Patrol Sgt.
6X2 2 Crew Chiefs.
2 Patrol Sgts.
2X 10 2 Crew Chiefs.
2 Patrol Sgts.

NIA

10X6 Crew Chief
Patrol Sgt.
Patrol Sgt.*

6X2 Crew Chief
Patrol Sgt.
Patrol Sgt.*

2X10 Crew Chief
2 Patrol Sgts
Patrol Sgt.*

CPD

10X6 CPD Sgt

6X2 CPD Sgt

2X10 CPD Sgt.

* Effective 12/1/05 one (1) Police Sergeant from NLIA shall be assigned to Teterboro Airport.

APPENDIX M"
Attachment "B"

GWB	Patrol Sergeant	7x3/3x11	M-F
LT	" "	" "	" "
HT	" "	" "	" "
SIB	" "	" "	" "
LT	Administrative Sgt	7x3	M-F
JFK	" "	" "	" "
BT	YSU	" "	" "
	Administrative Sgt	" "	" "
HQ	Equip. Sergeant	7x3	M-F
	Spec. Services	" "	" "
	ACU 2	" "	" "
	Court Liaison 2	" "	" "
	Court Liaison 3	" "	" "
	2 SOD (K9) Sgt	7x3/3x11	" "
	3 Investigations	7x3/3x11	" "
LGA	Construction Sgt.	7x3	M-F
	Patrol Sgt.	11x7	7 days
JFK	3rd Patrol Sgt.	3x11	7 days
	Hack Squad	7x3/3x11	7 days
NIA	2nd Patrol Sgt,	7x3	7 days
PN	Patrol Sergeant	6x2	7 days
	Patrol Sergeant	2x10	7 days
	Patrol Sergeant	10x6	M-F
Police Academy	1 Range Sgt.	6x2	M-F
	2 Fire School Sgts.	" "	" "
	1 ESU Sergeant	" "	" "
	1 Instructor/Range	7x3/3x11	" "
CPD/SOD	1 Administrative Sgt	7x3	M-F

APPENDIX "M"
Attachment "B"

11 x 7	1 D/Sgt.	11X7	T-S	Covers N. Y. and N.J.
VR-1	1 D/Sgt			Covers JFK, LGA, CCPU
VR-2	1 D/Sgt			Covers NIA, BT, HQ
LGA	I D/Sgt.	7x3	M-F	Covered by JFK or CCPU Covers JFK and CCPU
CCPU	1 D/Sgt	7x3	M-F	Covered by JFK or LGA Covers JFK and LGA
JFK	3 D/Sgt.	7x3/3x11	7 days	Covered by LGA or CCPU Covers LGA and CCPU
BT	3 D/Sgt.	7x3/3x11	7 days	Covered by NIA or HQ Covers HQ/NIA/PATH/HRX
NIA	3 D/Sgt.	7x3/3x11	7 days	Covered by BT or HQ Covers HQ/BT/PATH /HRX/
HQ	1 D/Sgt	7x3	M-F	Covered by BT or NIA Covers NIA/BT/PATH/HRX

APPENDIX N

ASSIGNMENT OF DETECTIVE SERGEANTS

The Detective Sergeant positions included in Document M of the Memorandum of Agreement between the Port Authority and the SBA, will be assigned as follows:

POLICE HEADQUARTERS

Detective Sergeant	Day Tour Administrative Chart	SS RDO's

1. Performs and supervises the performance of CIB Command staff responsibilities.
2. Provides direct supervision and/or liaison and coordination of Detectives and Police Officers in plainclothes assigned to Personnel and Property Security Investigations Special Detail; Major Case Special Detail; and special operations such as the Port Authority Inspector General Office and Task Force Operations involving non-Port Authority Law Enforcement Agencies. The above responsibilities include working with Port Authority Police Personnel assigned to other Facility Police Commands and with non-unit Port Authority employees in the Port Authority Inspector General Office and/or employees of Federal, State and Local Law Enforcement Agencies who provide operational direction to Port Authority Detectives and Police Officers in such assignments.
3. Provides Detective Sergeant coverage for the PATH-WTC-HT-LT-PABT-GWB/GWBBS and NLIA/Teterboro- Port Newark-Port Elizabeth-SIB/Teleport during the Day Tour Monday through Friday (Administrative Chart) if one or both of those Detective Sergeant position(s) are not filled for any reason, provided SBA unit work performed by Detective Sergeants when assigned to this position is not performed by non-SBA unit personnel when the Detective sergeant is away from Police Headquarters.
4. Responds to any location in connection with the performance of this position's duties.

JFKIA-LGA

Detective Sergeants (3)- Day/Afternoon Tours Seven (7) days a week — 5-2, 5-2, 4-3

A. JFKIA-LGA

1. Provides direct supervision of Detectives and Police Officers in plainclothes (includes JFKIA Hack Squad unless the Hack Sergeant position is filled) assigned to JFKIA. Also responsible for the direct supervision of

Detectives and Police Officers in plainclothes assigned to LGA seven (7) days a week on the Afternoon Tour and also the Day Tour on weekends and holidays.

1. Provides Detective Sergeant coverage for LGA and JFKIA CCPU/CTFU if one or both of those Detective Sergeant positions are not filled for any reason, provided SBA unit work performed by Detective Sergeants when assigned to this position is not performed by non-SBA unit personnel when the Detective Sergeant is away from JFKIA-LGA.

2. Provides direct supervision of Detectives and Police Officers in plainclothes assigned to the Police Headquarters Intelligence and Auto Squad Special Details, which have workstations located at JFKIA, and communicates and coordinates with the Police Headquarters Detective Sergeant concerning such supervision.

3. Communicates and coordinates with Task Force Operation personnel as well as other law enforcement agency personnel assigned to any investigative operations to the extent they impact JFKIA and/or LGA.

4. Coverage for this position shall be maintained two tours a day seven days a week. During the Day Tour Monday through Friday (Administrative Chart) either the JFKIA CCPU/CTFU and/or the LGA Detective Sergeant position(s) can provide such coverage.

5. Responds to any location in connection with the performance of this position's duties.

B. JFKIA-CCPU/CTFU - Detective Sergeant (1) - Day Tour - Administrative Chart

1. Provides direct supervision of Detectives and Police Officers in plainclothes assigned to the CCPU/CTFU at JFKIA.

2. Communicates and coordinates with Task Force Operation personnel as well as other law enforcement agency personnel assigned to any investigative operations to the extent they impact JFKIA CCPU/CTFU activities.

3. Provides Detective Sergeant coverage for LGA and/or JFKIA-LGA if one or both those Detective Sergeant positions are not filled for any reason, provided SBA unit work performed by Detective Sergeants when assigned to this position is not performed by non-SBA unit personnel when the Detective Sergeant is away from JFKIA CCPU/CTFU.

4. Responds to any location in connection with the performance of this position's duties.

C. LGA Detective Sergeant (1) - Day Tour - Administrative Chart

1. Provides the direct supervision of Detectives and Police Officers in plainclothes assigned to LGA.

2. Communicates and coordinates with Task Force Operation personnel as well as other law enforcement agency personnel assigned to any investigative operations to the extent they impact JFKIA and/or LGA.

3. Provides Detective Sergeant coverage for JFKIA CCPU/CTFU and/or JFKIA-LGA if one or both of these Detective Sergeant positions are not filled for any reason, provided SBA unit work performed by Detective Sergeants when assigned to this position is not performed by non-SBA unit personnel when the Detective Sergeant is away from LGA.

4. Responds to any location in connection with the performance of this position's duties.

NLIA/Teterboro - Port Newark/Port Elizabeth and SIB/Teleport

Detective Sergeants (3) - Day/Afternoon Tours-Seven (7) days a week 5-2,5-2,4-3

1. Provides direct supervision of Detectives and Police Officers in plainclothes assigned to work at NLIA/Teterboro-Port Newark/Port Elizabeth and SIB/Teleport.

2. Communicates and coordinates with Task Force Operation personnel as well as other law enforcement agency personnel assigned to any investigative operations to the extent they impact NLIA/Teterboro-Port Newark/Port Elizabeth-SIB/Teleport.

3. Provides Detective Sergeant coverage for PABT-GWB/GWBBS-LT-HT-WTC-PATH or Police Headquarters if one or both of those Detective Sergeant positions are not filled for any reason, provided SBA unit work performed by Detective Sergeants when assigned to this position is not performed by non-SBA unit personnel when the Detective Sergeant is away from NLIA/Teterboro-Port Newark/Port Elizabeth/SIB/TELEPORT.

4. Coverage for this position shall be maintained two tours a day seven days a week. During the Day Tour Monday through Friday (Administrative Chart) the Police Headquarters Detective Sergeant position can provide such coverage, and the PABT-GWB/GWBBS-LT-HT-WTC-PATH Detective Sergeant position can provide such coverage during the Day Tour and Afternoon Tour seven days a week.

5. Responds to any location in connection with the performance of this position's duties.

PABT-GWB/GWBBS-LT-HT-WTC-PATH

Detective Sergeants (3) - Day/Afternoon Tours-Seven (7) days a week - 5-2,5-2,4-3

1. Provides direct supervision of Detectives and Police Officers in plainclothes assigned to PABT-GWB/GWBBS-LT-HT-WTC-PATH. When either the PABT Youth Services Sergeant position or Administrative Sergeant position is staffed then either position shall supervise the Police Officers in plainclothes assigned to the PABT Youth Services Unit.

2. Communicates and coordinates with Task Force Operation personnel as well as other law enforcement agency personnel assigned to any investigative operations to the extent they impact PABT-GWB/GWBBS-LT-HT-WTC-PATH.

3. Provides Detective Sergeant coverage for NLIA/Teterboro - Port Newark/Port Elizabeth-SIB/Teleport and/or Police Headquarters Detective Sergeant positions if one or both positions are not filled for any reason, provided that SBA unit work performed by the Detective Sergeants when assigned to this position is not performed by non-SBA unit personnel when the Detective Sergeant is away from PABT-GWB/GWBBS-LT-HT-WTC-PATH.

4. Responds to any location in connection with the performance of this position's duties.

DETECTIVE SERGEANT - NIGHT TOUR

Detective Sergeant (I) - Administrative Chart Night Tour - S/M RDO's

I. Provides the direct supervision of Detectives and Police Officers in plainclothes working on the night tour at any Facility Police Command.

2. Communicates and coordinates with Task Force Operation personnel as well as any other law enforcement agency personnel assigned to any investigative operations to the extent they impact upon any Port Authority facility.

3. Responds to any location in connection with the performance the position's duties, provided SBA unit work performed by the Detective Sergeant assigned to this position is not performed by non-SBA unit personnel when the Detective Sergeant is away from any Facility Police Command.

4. The Detective Sergeant accepting this position shall be assigned as follows:

   A. If a NY resident, he shall report to JFKIA, which shall be his Facility Police Command for reporting on duty and signing off duty purposes only.

   B. If a NJ resident, he shall report to NLIA, which shall be his Facility Police Command for reporting on duty and signing off duty purposes only.

DETECTIVE SERGEANT - VACATION RELIEF POSITIONS

Detective Sergeants (2)

1. These positions shall be assigned a work schedule based on the vacation picks of Detective Sergeants (Job Spec. 2606) and the Vacation Relief procedures contained in Appendix "K" of the Memorandum of Agreement.

2. The Detective Sergeant Vacation Relief Positions shall be responsible to perform the duties of the particular positions for which they provide vacation coverage.

3. Responds to any location in connection with the performance of the position's duties.

4. These Detective Sergeants may when not covering vacations within their vacation groups or are excess cover any deficiencies on his scheduled tour of duty for any of those positions and/or assignments within his vacation group.

APPENDIX "O"

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 "0" 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 Sergeant

Employee Number _____,

Date _____

In consideration of being permitted one opportunity to participate in a rehabilitation program _____ _____, Police Sergeant, 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
_____	_____
Sergeants Benevolent Association.	Date

U:\PBA APPENDIX M (Disk from union)New Folder\SBA Drug - App2.wpd

APPENDIX 3

REHABILITATION OPPORTUNITY AGREEMENT FOR SELF-IDENTIFICATION SITUATIONS

_____, Police Sergeant

Employee Number _____,

Date _____

In consideration of being permitted one opportunity to participate in a rehabilitation program _____ _____, Police Sergeant, 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).

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
Sergeants Benevolent Association	Date

U:\PBA APPENDIX M (Disk from union)New Folder\SBA Drug - App3.wpd

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

Sergeant Mark O'Neill
President
Sergeants Benevolent Association
220 Bruce Reynolds Blvd.
Fort Lee, NJ 07024

Dear Sergeant O'Neill:

Enclosed please find a copy of the current litigation package referenced in Appendix O, 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.

U:\PBA Drug Testing Policy & Procedures & Apps (union disk)\Appendix 5 3-24-98.wpd

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.

U:\PBA Drug Testing Policy & Procedures & Apps (union disk)\Appendix 6 3-24-98.wpd

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

U PBA Drug Testing Policy & Procedures & Apps (union disk)\Appendix 7 3-24-98.wpd

APPENDIX 8

NOTICE OF CHARGES AND SPECIFICATIONS FOR VIOLATION OF THE PORT AUTHORITY PUBLIC SAFETY DEPARTMENT'S DRUG POLICY AND PROCEDURES

TO: SBA Member _____ CC: SBA

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

U PBA APPENDIX M (Disk from union)New Folder\SBA Drug - App8.wpd

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

U :PBA Drug Testing Policy & Procedures & Apps (union disk)\Appendix 10 Split Specimen 3-24-98.wpd

THE PORT AUTHORITY OF NY & NJ

PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET
JERSEY CITY, NJ 07310-1397

March 8, 2002

APPENDIX "P"

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

Specification No. 2605

Date Issued: 6/98

CLASSIFICATION: Police Sergeant
DEPARTMENT: Public Safety Department

Under the immediate supervision of a Police Captain, Police Lieutenant or in some cases an administrative supervisor, is responsible for the activities of a group of Police Officers. Work is generally performed in accordance with established rules and regulations, but in emergencies or unusual circumstances, sound judgment and initiative are needed to take effective action. Work is subject to review through reports and inspections of supervisor. (Individual positions may perform any combination of the following duties.)

REGULAR DUTIES

1. Inspects the appearance and equipment of Police Officers at the beginning of tours and records absences. Assigns posts and specific duties to officers. Observes their work and, as needed, gives instructions in the performance of their assigned duties. Issues special instructions and assignments at the scene of unusual activities.

2. Reviews reports on daily activities and on unusual incidents submitted by officers. Makes special investigations of unusual happenings or conditions as directed.

3. Trains and instructs new Police Officers in specific facility assignments, procedures and practices, including detailed traffic control and routing techniques, equipment operation, communication procedures etc.

4. Supervises the placing of traffic barriers, and distribution of traffic. May examine vehicles and cargo to determine conformance to regulations for admittance to Port Authority facilities.

5. Is responsible for the activities of an emergency garage at a bridge or tunnel facility on an assigned tour. Supervises and instructs Police Officers in the use of tractors and towing equipment to remove stalled vehicles from traffic lanes. directs and participates in towing, fire fighting and first aid activities at the scene of emergencies.

6. Is responsible for fire fighting and crash equipment and crews at an airport facility on an assigned tour. Directs and participates in fire fighting and rescue work, and supervises and instructs Police officers in the operation and use of emergency equipment. Maintains facility police records and acts as custodian of found property until properly disposed of.

7. Is responsible for the protection of life and property at a facility on an assigned tour. Supervises and participates in patrolling areas, observing vehicular and pedestrian traffic, preventing crime, answering inquiries, etc.

8. When assigned to the Central Police Desk, is responsible for the assignment of central police pool personnel, for proper notification of supervisors in cases of serious occurrences and for the maintenance of records.

Specification. No. 2605

9. Performs related duties as assigned.

TRAINING.	Graduation from a standard or vocational high school
EXPERIENCE:	2 years experience as a Port Authority Police Officer
ABILITY:	Understand and apply Port Authority traffic and police rules and regulations, the criminal and traffic laws of the States of New York and New Jersey and municipal traffic ordinances. Understand the duties and responsibilities of a law enforcement officer. Apply the principles of first-aid and use skill in rendering same. Understand and be able to direct Civil Defense activities at facilities. Assign and supervise the work of Police Officers. Give verbal and written instructions. Establish and maintain effective work relationships with employees, general public and adjacent police and fire departments. Learn the uses and operation of towing, fire fighting and related equipment. Observe situations analytically and objectively, and make decisions in emergencies.
PHYSICAL EFFORT:	Continual standing and/or walking on some assignments.
WORKING CONDITIONS:	Duties necessitate being outdoors in all types of weather. Subject to fumes and noise in tunnels. Exposure to fire and smoke in emergencies.
MECHANICAL SKILLS:	Use firearms skillfully.
SPECIAL REQUIREMENTS:	Possession of drivers license as issued by the States of New York or New Jersey.

DOCUMENT A-2 Specification No. 2606

Date Revised: 6/98

CLASSIFICATION: Detective Sergeant – Criminal Investigations Bureau
DEPARTMENT: Public Safety Department

A. CHARACTERISTICS OF CLASS

In the series of Police Operations Classes, this class is responsible for the activities of detectives and plainclothesmen. Work is generally performed in accordance with standard practice and established rules and regulations; but in emergencies, sound judgment and initiatives are used in adopting the best course of action.

B. RELATIONSHIP TO OTHER CLASSES

As compared to higher rated classes such as Police Lieutenant, who is a second level supervisor of a group of Police Sergeants and Police Officers, the Police Detective Sergeant is the first level supervisor over a group of detectives and plainclothesmen.

C. WORK RELATIONSHIPS

Works under the direct supervision of the Commanding Officer, Criminal Investigation Bureau, or Detective Lieutenant who checks his work through reports and periodic inspection.

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 types and difficulty.

Observes the appearance and equipment of detectives or plainclothesmen assigned to him and records absences. Assigns investigations, follow-ups, surveillances and other related specific duties to detectives and assigned plainclothesmen. Observes their work and, as needed, gives instructions and assignments at the scene of unusual activities.

Reviews reports or daily activities and unusual incidents submitted by officers. Conducts special investigations of unusual happenings or conditions as directed. May, at the direction of a higher supervisory officer, engage in confidential investigations emanating from the office of the Superintendent of Police.

Trains and instructs new plainclothes personnel in specific unit assignments, procedures and practices including established investigative techniques, equipment operation, communication procedures, etc.

D. MAJOR FUNCTIONS (Cont'd)

Evaluates detectives and plainclothes personnel performance submitting recommendations for advancement, assignment and merit salary increases.

Responsible for the completion and maintenance of records and communications relating to investigative activities.

Plans and supervises the policing of public tenant and Port Authority areas for security purposes. Enforces Port Authority rules and regulations and public laws.

May perform other comparable related Police duties.

E. SPECIFIC RESPONSIBILITIES

1. Human Resources: Supervises a small group of detectives and plainclothesmen and develops their abilities.
2. Public Relations: During the course of investigations is involved with the public, Port Authority tenants, other Port Authority Units, or other police or civilian organizations often in situations that require the use of tact and good judgement.
3. Physical and Financial Resources: Indirectly responsible for physical resources of areas assigned for protection of property.
4. Decisions: May be called on to perform on the spot emergency duties such as the protection of lives, aiding the injured, and protection of property.
5. Planning: Plans the proper utilization of manpower assigned so that maximum utilization will result.
6. Knowledge and Ability Requirements:

    1. Knowledge: Understand and apply Port Authority rules and regulations especially where they apply to employees of the Port Authority who may be the subject of an investigation. Understand and advise such an employee of his rights as outlined.

    Understand the duties and responsibilities of law enforcement officer.
    Express self clearly and concisely, both orally and in writing.
    Observe situations analytically and objectively and make proper decisions in emergencies.
    Be knowledgeable in laws and ordinances of New York and New Jersey.

6. Knowledge and Ability Requirements: (Cont'd)

2. Physical Effort: Continual standing and/or walking on some assignments.

3. Mechanical Skills: Use firearms skillfully.

4. Working Conditions: Work often requires protracted tours of duty and extended work schedule.

5. Special Requirements: Possession of a driver's license as issued by the states of New York and New Jersey.

DOCUMENT "B"

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

P.O.I. 2-1C

SENIORITY – POLICE SERGEANTS

POLICE OPERATIONS INSTRUCTION

REVISED: JUNE 1998
FORMERLY P.D.I. 2-1C

I. PURPOSE

The purpose of this instruction is to outline a seniority policy Applicable to Police Sergeants and Detective Sergeants.

II. DEFINITIONS

A. Police Sergeants

Seniority for Police Sergeants is based on the number of years of Port Authority service as a Police Sergeant, and if identical, based upon total Port Authority Police seniority. Total Port Authority Police seniority is computed on the number of years of Port Authority Police service, based on the date of appointment to the police force and the position within his class upon graduation from the Police Academy.

B. Detective Sergeants

Seniority for Detective Sergeants is based on the number of years of Port Authority service as a Detective Sergeant. If assignment occurs on the same day, seniority is based upon the number of years of service as Police Sergeant, and if identical, based upon total Port Authority Police seniority.

C. Facility Seniority

Seniority is not accrued at a Facility Police Command by a Sergeant until the Sergeant is assigned to the Facility Police Command continuously for a period of six (6) months.

III. MASTER LIST

A master seniority list based on the above definitions will be maintained by the Public Safety Department. This list will indicate the official seniority standing of the members of the force covered by this instruction.

DOCUMENT "C"

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY P.O.I. 2-4

SERGEANTS TRANSFER PROCEDURE

POLICE OPERATIONS INSTRUCTIONS

REVISED JUNE, 1998
FORMERLY P.D.I. 2-4
FURTHER REVISED FEBRUARY 2005

I. INTRODUCTION

This instruction establishes the procedure to be followed in transferring members of the force holding the rank of Police Sergeant or Detective Sergeant.

II. PURPOSE

The purpose of this instruction is to provide for the thorough and systematic indoctrination and training of newly promoted Sergeants, as well as for the accurate appraisal of their performance, and to provide a fair and impartial system for the transfer and assignment, both voluntary and involuntary, of all Police Sergeants and Detective Sergeants.

III. POLICY

A. All Police Sergeants and Detective Sergeants positions will be filled in accordance with this transfer procedure.

B. Selections for transfer to the below listed positions at Police Headquarters, Central Police Desk/SOD as well as all positions at the Police Academy are under the control of the Superintendent of Police:

CENTRAL POLICE DESK/SOD

1 Police Sergeant Administrative Position Only

POLICE HEADQUARTERS

1 Detective Sergeant Position Only – Police Headquarters
2 Police Sergeant Positions Only SOD - Canine Coordinator
1 Police Sergeant Position Only - Special Services
1 Police Sergeant Position Only - Equipment
5 Police Sergeant Positions SOD/ESU
Police Sergeant(s) assigned CCIU
3 Police Sergeant(s) assigned Internal Investigations
2 Police Sergeant Positions Only - Court Liaison

IV. PROCEDURE

A. Sergeants Transfer Lists will be maintained for the following Facilities:

George Washington Bridge; Lincoln Tunnel; Staten Island Bridges; LaGuardia Airport; Newark Liberty International Airport; John F. Kennedy International Airport; PATH; Bus Terminal; World Trade Center; Port Newark/Port Elizabeth; Central Police Desk; Police Headquarters; Holland Tunnel; Police Academy.

B. All requests for transfer shall be submitted on P.A. 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.

C. Request for transfer to a facility may be submitted after a Sergeant has completed his six month probationary period, and when accepted, his name will be placed on the active transfer lists. Upon completion of six months of service as a Sergeant, he will be eligible for transfer in accordance with this procedure.

D. Whenever a vacancy exists 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.

E. Facility Police Commanding Officers must accept transferred employees in the rank order of their transfer list request unless demonstrable cause can be substantiated. Commanding Officer's rejection for demonstrable cause shall be subject to the grievance procedure "set forth in the Memorandum of Agreement."

F. Positions held by Sergeants who have successfully completed six months in grade are considered to be vacant and they shall be filled in accordance with this transfer procedure.

G. Upon acceptance of a transfer, the Sergeant may not voluntarily re-transfer for a period of six months from the date of transfer. In addition, the transferred Sergeant will be required to remove his name from all but three (3) active transfer lists. After the first accepted transfer, a Sergeant will not be eligible to be on more than three (3) active transfer lists.

H. If a Sergeant refuses a transfer when it is offered to him, his name will be removed from the top of the transfer list. In such event, a Sergeant will be restricted from re-submitting another request for transfer to the same facility until six months have elapsed from date of the refusal.

I. In the event an opening occurs at a facility, which shall include an opening in any of the positions subject to selection by the Superintendent of Police, and there are no transfer requests on the active list, or no eligible Sergeant accepts the transfer, which shall include a refusal by a Sergeant to accept selection by the Superintendent of Police the vacancy will be filled using the following sequences:

POLICE ACADEMY

5 Police Sergeants Positions Only

(a) two (2) positions at JFKIA Fire School
(b) one (1) position at Firearms Training Unit
(c) one (1) position in Emergency Services Training
(d) one (1) position Police Academy Firearms Training Unit/Instructor

Individuals selected for transfer and assignment to these positions shall be required to perform the duties associated with those positions. In the event there are no qualified applicants as determined by the Superintendent of Police, then vacancies in these positions shall be filled by offering it to qualified Sergeants by seniority, and if there are no volunteers, the junior qualified Sergeant who has completed six months in grade at any facility shall be selected.

In the event a Sergeant is not transferred and assigned to any of the above positions, he may request a written explanation from the Superintendent of Police or his designated representative. Such selections are not subject to the grievance-arbitration procedure.

A Police Sergeant selected by the Superintendent of Police for any of the positions identified in Section III, B herein may transfer voluntarily from said position, and when he does so, all of the provisions of Section IV of this Instruction shall apply to such transfer.

A Police Sergeant selected by the Superintendent of Police to fill any of the Police Sergeant positions identified in Section III, B herein may be removed involuntarily from said position by the Superintendent of Police, and when he is so removed, he is returned to the permanent facility of assignment from which he was transferred where he shall remain until he accepts a transfer to another facility in accordance with Section IV of this Instruction. In the event he did not have permanent facility of assignment when selected by the Superintendent of Police and he is not number one on any existing transfer list, he shall be transferred to any facility for which the transfer list has been exhausted (no names remain on the list for that facility other than for individuals who have been frozen number one, pursuant to this Instruction.)

C. MEDICAL RESTRICTED POSITIONS

Whenever a Sergeant enters reduced pay status on account of an absence due to sickness or injury on duty, he will be assigned to one of the three authorized Police Sergeant medically restricted positions to perform administrative work assignments working the administrative chart day tour (in any of the four Consolidated Police Zones 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 XV of this Memorandum of Agreement will be earned by such Police Sergeant on restricted duty either as a result of his initial assignment or his return to full duty.

1. If the vacancy that occurs does not result in the requirement to promote, the junior qualified Sergeant shall fill the vacancy.

2. If a vacancy occurs that results in a requirement for promoting a Police Sergeant, the Sergeant so promoted shall fill the vacancy.

3. If such vacancy occurs and it cannot be filled in accordance with paragraphs 1 and 2 of this section, the junior Sergeant who has completed six months in grade at any facility for which a transfer list is maintained, shall fill the vacancy.

J. Any Police Sergeant accepting a transfer to an assignment at Central Police Desk/SOD Administrative Sergeant, Police Headquarters, or Police Academy, pursuant to Section III (A&B) herein, shall become number one (1) on the transfer list to return to his last permanent facility of assignment and also shall have the right to remain on any transfer list as long as his assignment continues. During this time he may accept a transfer, but while in the assignment he remains frozen number one (1) on the list.

Upon his voluntary or involuntary removal from the assignment, a Sergeant who is number one (1) on a transfer list becomes eligible to fill the next vacancy at the facility. Upon accepting a transfer to a facility from a list where he is frozen number one (1) a Sergeant must remove his name from all but three transfer lists where he is frozen number one (1).

K. Reduction in Force

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 transferred to another facility and in the same order be placed at the top of the list for transfer back to the facility from which they were transferred.

V. DETECTIVE SERGEANT TRANSFER PROCEDURE

A. Any Detective Sergeant vacancies will first be offered to existing Detective Sergeants by ranking all present Detective Sergeants in order of their assignment to Detective Sergeant.

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. The Superintendent shall declare in writing the reasons for any transfer pursuant to this section.

DOCUMENT D

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.

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.

DOCUMENT E

Office of the Executive Director

The Port Authority
of New York and New Jersey

PAI 20-3.12
August 6, 1981

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 group 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

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.

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.

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

CN-
5/12/

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. CN 99 1/9/74

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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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.

Office of the Executive Director

The Port Authority
of New York and New Jersey

PAI 20-4.01
Revised January 14, 1974

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 111

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

PAI 20-4.01
Exhibit B

	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

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

POLICE DIVISION INSTRUCTION

P.D.I. 7-8

REGULATION POLICE EQUIPMENT

REVISED NOVEMBER, 1983

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 Police Sergeants.

II. Policy

The Port Authority's Tuition Assistance Program provides an opportunity for eligible Police Sergeants 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 Police Sergeants 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 Police Sergeants 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. Police Sergeants 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 Police Sergeant/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 Police Sergeant 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 Police Sergeant/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 Police Sergeant/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;

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.

POLICE SERGEANT POSITION AND/OR ASSIGNMENT LIST

I. Administrative Chart Positions

To work steady Day Tours, Monday through Friday, with Saturday and Sunday as regular days off. Will also receive eleven (11) Port Authority Holidays and six (6) additional days off to receive a minimum of 121 and a maximum of 123 regular days off (RDO's) per calendar year.

Facility Police Command	Position
Police Headquarters	Equipment Sergeant #
Police Headquarters	Special Services Sergeant #
Police Headquarters	Administrative/Absence Control Sergeant
Police Headquarters	Administratrive/Absence Control Sergeant
Police Headquarters	Court Liaison Sergeant #
Police Headquarters	Court Liaison Sergeant #
Police Headquarters	Court Liaison Sergeant
Central Police Desk/SOD	Administrative Sergeant #
Police Academy	Range Sergeant #
Police Academy	Fire School Sergeant #
Police Academy	Fire School Sergeant #
Police Academy	Emergency Services Sergeant #
LGA	Construction Sergeant
JFKIA	Administrative Sergeant

Facility Police Command	Position
JFKIA	Hack Sergeant
PABT	Youth Services Sergeant
PABT	Administrative Sergeant
LT	Administrative Sergeant
CIB	JFKIA CCPU/CTFU Detective Sergeant
CIB	LGA Detective Sergeant
CIB	Police Headquarters Detective Sergeant #

# Denotes Superintendent's Selection for transfer to said position in accordance with Document "C" of the Memorandum of Agreement

II. **Administrative Chart Positions**

To work Day, Afternoon Tours, Monday through Friday, with Saturday and Sunday as regular days off. Will also receive eleven (11) Port Authority Holidays and six (6) additional days off to receive a minimum of 121 per calendar year and a maximum of 123 regular days off (RDO's) per calendar year.

Facility Police Command	Position
GWB	Patrol Sergeant
GWB	Patrol Sergeant
SIB/Teleport	Patrol Sergeant
SIB/Teleport	Patrol Sergeant
LT	Patrol Sergeant
LT	Patrol Sergeant
HT	Patrol Sergeant
HT	Patrol Sergeant

Facility Police Command	Position
Police Academy	Sergeant #
Police Headquarters	Internal Investigations #
Police Headquarters	Internal Investigations #
Police Headquarters	Internal Investigations #
Police Headquarters –SOD	K-9 Coordinator Sgt (1)#
Police Headquarters –SOD	K-9 Coordinator (2)#

III. Details

Facility Police Command	Position
Police Headquarters	Court Liaison Sergeant
Police Headquarters	Court Liaison Sergeant
Police Headquarters	Court Liaison Sergeant
Police Headquarters - SOD	Canine Coordinator (2 positions)
Police Headquarters - SOD	ESU (5 positions)
Police Headquarters	Internal Investigations
Police Headquarters	Internal Investigations
Police Headquarters	Internal Investigations
Police Academy	Fire School Sergeant
Police Academy	Fire School Sergeant
Police Academy	Sergeant
Police Academy	ESU Sergeant
Police Academy	Range Sergeant
JFKIA	Administrative Sergeant
Central Police Desk/SOD	Administrative Sergeant

Facility Police Command	Position
PABT	Youth Service Sergeant
PABT	Administrative Sergeant
LT	Administrative Sergeant
CIB	JFKIA CCPU/CTFU Detective Sergeant
NLIA	Teterboro Airport (Effective 12/1/05)

Details require specialized training and shall be filled in accordance with provisions of this Memorandum of Agreement.

IV. **SUPERINTENDENTS' SELECTION** (transfer to said position in accordance with Document "C" annexed to the Memorandum of Agreement.)

Facility Police Command	Position
Police Headquarters	Equipment Sergeant
Police Headquarters	Special Services Sergeant
Police Headquarters	Detective Sergeant - Police Headquarters
Police Headquarters- SOD	K-9 Coordinator (2 positions)
Police Headquarters - SOD	ESU (5 positions)
Police Headquarters	Court Liaison Sergeant(NLIA)
Police Headquarters	Court Liaison Sergeant(JFK)
Police Headquarters	Internal Investigations
Police Headquarters	Internal Investigations
Police Headquarters	Internal Investigations

Facility Police Command	**Position**
Police Academy	Range Sergeant
Police Academy	Fire School Sergeant
Police Academy	Fire School Sergeant
Police Academy	Sergeant
Police Academy	ESU Sergeant
Central Police Desk	Administrative Sergeant

V. **Squad and Positions**.

All other Sergeant assignments, including any new assignments not listed in Paragraph III and IV above as Details, Superintendent's Selection (21 positions only) shall be considered squad and positions and filled in accordance with the provisions of this Memorandum of Agreement.

All above positions and assignments shall be maintained in accordance with the provisions of this Memorandum of Agreement.

SGT FORCE TOTALS

DOCUMENT "M"
POLICE SERGEANT/DETECTIVE SERGEANT

POSITION AND/OR ASSIGNMENT LIST

COMMAND	Rank	15 SQD								
			Day/After	Mid Night	Day	Afternoon	VR		Total	
LT	SGT		2 ADM		1ADM				3	
GWB	SGT		2 ADM						2	
PABT	SGT		11	3	2ADM				16	
SUB TOT			[illegible]	[illegible]	[illegible]				[illegible]	[illegible]
PATH	SGT		8	5(*1 ADM*)					13	
WTC	SGT		3						3	
HT-BP	SGT		2 ADM						2	
SUB TOT	[illegible]		[illegible]	[illegible]					[illegible]	[illegible]
NIA	SGT		10	3	1ADM	1			15	
TET	SGT									
NJMT	SGT		2	1		1			4	
SIB/TEL			2 ADM						2	
SUB TOT	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
JFKIA	SGT		17	4	2ADM	3			26	
LGA	SGT		6	2	1ADM				9	
SUB TOT	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]

*VR ONLY IN CIB
CIB (1) Police HQ
(1) JFKIA CCPU/CTFU
(1) LGA

SGT FORCE TOTALS

DOCUMENT "M"
POLICE SERGEANT/DETECTIVE SERGEANT

POSITION AND/OR ASSIGNMENT LIST

	Rank	15 SQD	Day/After	Mid Night	Day	Afternoon	VR		Total	
POL ACAD	ACAD		1ADM		1				2	
UNIT 114	RANGE				1ADM				1	
	JFK FIRE				2ADM				2	5
SOD										
UNIT-118	ESU		3	1					4	
	K-9		2ADM						2	6
CPD	SGT-113		3	1	1ADM				5	5
SP SERV	SGT-113				1ADM				1	1
HQ -EQUIP	SGT-113				1ADM				1	1
HQ-NJ CT	SGT-113				1ADM				1	1
HQ-JFK CT	SGT-113				1ADM				1	1
HQ-NY CT	SGT-113				1ADM				1	1
HQ ACU	SGT-111				2ADM				2	2
SBA Pres	SGT -111				1ADM				1	1
SIU	SGT-110		3ADM						3	3
CIB	DET SGT		9	1	3		2*		15	15
SUB TOTAL			4	3	16		2			42
TOTAL										44

*VR ONLY IN CIB
CIB (1) Police HQ
(1) JFKIA CCPU/CTFU
(1) LGA

DOCUMENT "N"
SBA WORK CHART #01-15 SQUAD CHART
ROTATING DAYS & TOURS – 30 DAY CYCLE
FORMERLY WORK CHART AA-JFK-PATH-LGA-NIA ONLY

No.	DATE	DAY	NIGHTS	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday	2,9	3,6,11,14	5,8,12,15	1,4,7,10,13
2	1/2/2005	Sunday	2,10	4,7,11,14	1,5,8,13	3,6,9,12,15
3	1/3/2005	Monday	2,10	4,7,11,14	1,5,8,13	3,6,9,12,15
4	1/4/2005	Tuesday	3,10	4,7,12,15	1,6,9,13	2,5,8,11,14
5	1/5/2005	Wednesday	3,10	4,7,12,15	1,6,9,13	2,5,8,11,14
6	1/6/2005	Thursday	3,11	5,8,12,15	2,6,9,14	1,4,7,10,13
7	1/7/2005	Friday	3,11	5,8,12,15	2,6,9,14	1,4,7,10,13
8	1/8/2005	Saturday	4,11	1,5,8,13	2,7,10,14	3,6,9,12,15
9	1/9/2005	Sunday	4,11	1,5,8,13	2,7,10,14	3,6,9,12,15
10	1/10/2005	Monday	4,12	1,6,9,13	3,7,10,15	2,5,8,11,14
11	1/11/2005	Tuesday	4,12	1,6,9,13	3,7,10,15	2,5,8,11,14
12	1/12/2005	Wednesday	5,12	2,6,9,14	3,8,11,15	1,4,7,10,13
13	1/13/2005	Thursday	5,12	2,6,9,14	3,8,11,15	1,4,7,10,13
14	1/14/2005	Friday	5,13	2,7,10,14	1,4,8,11	3,6,9,12,15
15	1/15/2005	Saturday	5,13	2,7,10,14	1,4,8,11	3,6,9,12,15
16	1/16/2005	Sunday	6,13	3,7,10,15	1,4,9,12	2,5,8,11,14
17	1/17/2005	Monday	6,13	3,7,10,15	1,4,9,12	2,5,8,11,14
18	1/18/2005	Tuesday	6,14	3,8,11,15	2, 5, 9,12	1,4,7,10,13
19	1/19/2005	Wednesday	6,14	3,8,11,15	2, 5, 9,12	1,4,7,10,13
20	1/20/2005	Thursday	7,14	1,4,8,11	2,5,10,13	3,6,9,12,15
21	1/21/2005	Friday	7,14	1,4,8,11	2,5,10,13	3,6,9,12,15
22	1/22/2005	Saturday	7,15	1,4,9,12	3,6,10,13	2,5,8,11,14
23	1/23/2005	Sunday	7,15	1,4,9,12	3,6,10,13	2,5,8,11,14
24	1/24/2005	Monday	8,15	2,5,9,12	3,6,11,14	1,4,7,10,13
25	1/25/2005	Tuesday	8,15	2,5,9,12	3,6,11,14	1,4,7,10,13
26	1/26/2005	Wednesday	1,8	2,5,10,13	4,7,11,14	3,6,9,12,15
27	1/27/2005	Thursday	1,8	2,5,10,13	4,7,11,14	3,6,9,12,15
28	1/28/2005	Friday	1,9	3,6,10,13	4,7,12,15	2,5,8,11,14
29	1/29/2005	Saturday	1,9	3,6,10,13	4,7,12,15	2,5,8,11,14
30	1/30/2005	Sunday	2,9	3,6,11,14	5,8,12,15	1,4,7,10,13

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

- As defined in Section XV, 1, b of the Memorandum of Agreement
- Only Posted at these Commands so long as all 15 positions in the chart are posted to be filled

DOCUMENT "N"
SBA WORK CHART #02 – ADMINISTRATIVE CHART

Works steady Day, Afternoon, Night Tours – Monday through Friday, Saturday and Sunday as RDO's. Receive 11 Port Authority Holidays and no fewer than 121 or more 123 RDO's per calendar year. The Day, Afternoon and Night tours are considered as separate work charts in accordance with the provisions contained in Section XII, 7, a, b and c of the Memorandum of Agreement.

7 DAY CYCLE

FORMERLY WORK CHART W1 DAY TOUR ONLY AT ALL COMMANDS

No.	DATE	DAY	NIGHTS	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday				A, B, C
2	1/2/2005	Sunday				A, B, C
3	1/3/2005	Monday	C	A	B	
4	1/4/2005	Tuesday	C	A	B	
5	1/5/2005	Wednesday	C	A	B	
6	1/6/2005	Thursday	C	A	B	
7	1/7/2005	Friday	C	A	B	
8	1/8/2005	Saturday				A, B, C
9	1/9/2005	Sunday				A, B, C
10	1/10/2005	Monday	C	A	B	
11	1/11/2005	Tuesday	C	A	B	
12	1/12/2005	Wednesday	C	A	B	
13	1/13/2005	Thursday	C	A	B	
14	1/14/2005	Friday	C	A	B	
15	1/15/2005	Saturday				A, B, C
16	1/16/2005	Sunday				A, B, C
17	1/17/2005	Monday				A, B, C
18	1/18/2005	Tuesday	C	A	B	
19	1/19/2005	Wednesday	C	A	B	
20	1/20/2005	Thursday	C	A	B	
21	1/21/2005	Friday	C	A	B	
22	1/22/2005	Saturday				A, B, C
23	1/23/2005	Sunday				A, B, C
24	1/24/2005	Monday	C	A	B	
25	1/25/2005	Tuesday	C	A	B	
26	1/26/2005	Wednesday	C	A	B	
27	1/27/2005	Thursday	C	A	B	
28	1/28/2005	Friday	C	A	B	
29	1/29/2005	Saturday				A, B, C
30	1/30/2005	Sunday				A, B, C
31	1/31/2005	Monday	C	A	B	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

- As defined in Section XV, 1, b of the Memorandum of Agreement

DOCUMENT "N"
SBA WORK CHART #06 – DAY TOUR/AFTERNOON TOUR
STEADY DAYS OFF

POSITION	RDO
A	SUN & MON (THIRD TUES)
B	FRI & SAT (THIRD THURS)
C	WED – THURS, TUES – WED (TUES-WED-THURS)

FORMERLY WORK CHART KK – DET/SGT'S CIB, CENTRAL POLICE SERGEANTS, PABT

No.	DATE	DAY	DAY	AFTERNOONS	RDO
1	1/1/2005	Saturday	C	A	B
2	1/2/2005	Sunday	C	B	A
3	1/3/2005	Monday	C	B	A
4	1/4/2005	Tuesday	A	B	C
5	1/5/2005	Wednesday	A	B	C
6	1/6/2005	Thursday	A	B	C
7	1/7/2005	Friday	A	C	B
8	1/8/2005	Saturday	A	C	B
9	1/9/2005	Sunday	B	C	A
10	1/10/2005	Monday	B	C	A
11	1/11/2005	Tuesday	B	C	A
12	1/12/2005	Wednesday	B	A	C
13	1/13/2005	Thursday	B	A	C
14	1/14/2005	Friday	C	A	B
15	1/15/2005	Saturday	C	A	B
16	1/16/2005	Sunday	C	B	A
17	1/17/2005	Monday	C	B	A
18	1/18/2005	Tuesday	A	B	C
19	1/19/2005	Wednesday	A	B	C
20	1/20/2005	Thursday	A	C	B
21	1/21/2005	Friday	A	C	B
22	1/22/2005	Saturday	A	C	B
23	1/23/2005	Sunday	B	C	A
24	1/24/2005	Monday	B	C	A

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

•• As defined in Section XV, 1, b of the Memorandum of Agreement

DOCUMENT "N"
SBA WORK CHART #07 – DAY TOURS/AFTERNOON TOURS
ROTATING DAYS OFF
12 DAY CYCLE

FORMERLY WORK CHART BB, WTC, NJMT, JFKIA, PABT, LGA, PATH, NIA

No.	DATE	DAY	DAYS	AFTERNOONS	RDO
1	1/1/2005	Saturday	2	3	1
2	1/2/2005	Sunday	2	1	3
3	1/3/2005	Monday	2	1	3
4	1/4/2005	Tuesday	3	1	2
5	1/5/2005	Wednesday	3	1	2
6	1/6/2005	Thursday	3	2	1
7	1/7/2005	Friday	3	2	1
8	1/8/2005	Saturday	1	2	3
9	1/9/2005	Sunday	1	2	3
10	1/10/2005	Monday	1	3	2
11	1/11/2005	Tuesday	1	3	2
12	1/12/2005	Wednesday	2	3	1

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

- As defined in Section XV, 1, b of the Memorandum of Agreement
- Only posted at these facilities so long as at least one complete set of positions 1,2 and 3 are filled.

DOCUMENT "N"

SBA WORK CHART #20

Day Tour/Afternoon Tour Monday through Friday, Saturday and Sunday as RDO's. Receive 11 Port Authority Holidays and no fewer than 121 or more 123 RDO's per calendar year.

7 DAY CYCLE

FORMERLY WORK CHART XX – LT, HT, GWB, SIB

No.	DATE	DAY	DAY	AFTERNOONS	RDO
1	1/1/2005	Saturday			B, C
2	1/2/2005	Sunday			B, C
3	1/3/2005	Monday	B	C	
4	1/4/2005	Tuesday	B	C	
5	1/5/2005	Wednesday	B	C	
6	1/6/2005	Thursday	B	C	
7	1/7/2005	Friday	B	C	
8	1/8/2005	Saturday			B, C
9	1/9/2005	Sunday			B, C
10	1/10/2005	Monday	C	B	
11	1/11/2005	Tuesday	C	B	
12	1/12/2005	Wednesday	C	B	
13	1/13/2005	Thursday	C	B	
14	1/14/2005	Friday	C	B	
15	1/15/2005	Saturday			B, C
16	1/16/2005	Sunday			B, C
17	1/17/2005	Monday			B, C
18	1/18/2005	Tuesday	B	C	
19	1/19/2005	Wednesday	B	C	
20	1/20/2005	Thursday	B	C	
21	1/21/2005	Friday	B	C	
22	1/22/2005	Saturday			B, C
23	1/23/2005	Sunday			B, C
24	1/24/2005	Monday	C	B	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

- As defined in Section XV, 1, b of the Memorandum of Agreement

DOCUMENT "N"
SBA WORK CHART #22
STEADY TOUR – STEADY DAYS OFF – SAT. SUN (THIRD FRIDAY) RDO'S
5-2, 5-2, 4-3

21 DAY CYCLE

FORMERLY WORK CHART Y1 – PATH COURT SERGEANT

No.	DATE	DAY	DAYS	RDO
1	1/1/2005	Saturday		A
2	1/2/2005	Sunday		A
3	1/3/2005	Monday	A	
4	1/4/2005	Tuesday	A	
5	1/5/2005	Wednesday	A	
6	1/6/2005	Thursday	A	
7	1/7/2005	Friday		A
8	1/8/2005	Saturday		A
9	1/9/2005	Sunday		A
10	1/10/2005	Monday	A	
11	1/11/2005	Tuesday	A	
12	1/12/2005	Wednesday	A	
13	1/13/2005	Thursday	A	
14	1/14/2005	Friday	A	
15	1/15/2005	Saturday		A
16	1/16/2005	Sunday		A
17	1/17/2005	Monday	A	
18	1/18/2005	Tuesday	A	
19	1/19/2005	Wednesday	A	
20	1/20/2005	Thursday	A	
21	1/21/2005	Friday	A	
22	1/22/2005	Saturday		A
23	1/23/2005	Sunday		A
24	1/24/2005	Monday	A	

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

- As defined in Section XV, 1, b of the Memorandum of Agreement

DOCUMENT "N"
SBA WORK CHART #23
STEADY AFTERNOON TOUR – ROTATING DAYS OFF 4 DAYS ON, 2 DAYS OFF
6 DAY CYCLE

FORMERLY WORK CHART K1 – SERGEANTS 3X11

No.	DATE	DAY	AFTERNOONS	RDO
1	1/1/2005	Saturday	2, 3	1
2	1/2/2005	Sunday	1, 2	3
3	1/3/2005	Monday	1, 2	3
4	1/4/2005	Tuesday	1, 3	2
5	1/5/2005	Wednesday	1, 3	2
6	1/6/2005	Thursday	2, 3	1
7	1/7/2005	Friday	2, 3	1
8	1/8/2005	Saturday	1, 2	3
9	1/9/2005	Sunday	1, 2	3
10	1/10/2005	Monday	1, 3	2
11	1/11/2005	Tuesday	1, 3	2
12	1/12/2005	Wednesday	2, 3	1
13	1/13/2005	Thursday	2, 3	1
14	1/14/2005	Friday	1, 2	3
15	1/15/2005	Saturday	1, 2	3
16	1/16/2005	Sunday	1, 3	2
17	1/17/2005	Monday	1, 3	2
18	1/18/2005	Tuesday	2, 3	1
19	1/19/2005	Wednesday	2, 3	1
20	1/20/2005	Thursday	1, 2	3
21	1/21/2005	Friday	1, 2	3
22	1/22/2005	Saturday	1, 3	2
23	1/23/2005	Sunday	1, 3	2
24	1/24/2005	Monday	2, 3	1

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

- As defined in Section XV, 1, b of the Memorandum of Agreement

DOCUMENT "N"

SBA WORK CHART #24 – STEADY NIGHT TOUR – STEADY DAYS OFF

POSITION	RDO
A	SUNDAY, MONDAY (3RD TUESDAY)
B	FRIDAY, SATURDAY (3RD THURSDAY)
C	(WED, THURS) (TUES, WED) (TUES, WED, THURS)

FORMERLY WORK CHART G1 – JFK-STEADY DAYS OFF – 12X8 TOUR

No.	DATE	DAY	NIGHTS	RDO
1	1/1/2005	Saturday	A C	B
2	1/2/2005	Sunday	B C	A
3	1/3/2005	Monday	B C	A
4	1/4/2005	Tuesday	B A	C
5	1/5/2005	Wednesday	B A	C
6	1/6/2005	Thursday	B A	C
7	1/7/2005	Friday	C A	B
8	1/8/2005	Saturday	C A	B
9	1/9/2005	Sunday	C B	A
10	1/10/2005	Monday	C B	A
11	1/11/2005	Tuesday	C B	A
12	1/12/2005	Wednesday	A B	C
13	1/13/2005	Thursday	A B	C
14	1/14/2005	Friday	A C	B
15	1/15/2005	Saturday	A C	B
16	1/16/2005	Sunday	B C	A
17	1/17/2005	Monday	B C	A
18	1/18/2005	Tuesday	B A	C
19	1/19/2005	Wednesday	B A	C
20	1/20/2005	Thursday	A C	B
21	1/21/2005	Friday	A C	B

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

- As defined in Section XV, 1, b of the Memorandum of Agreement

DOCUMENT "N"
SBA WORK CHART #21 – NIGHT TOUR
CIB DETECTIVE SERGEANT POSITION J
SUN/MON RDO'S 5-2 – PORT AUTHORITY HOLIDAYS OFF

FORMERLY WORK CHART C1

No.	DATE	DAY	NIGHTS	RDO
1	1/1/2005	Saturday		J
2	1/2/2005	Sunday		J
3	1/3/2005	Monday		J
4	1/4/2005	Tuesday	J	
5	1/5/2005	Wednesday	J	
6	1/6/2005	Thursday	J	
7	1/7/2005	Friday	J	
8	1/8/2005	Saturday	J	
9	1/9/2005	Sunday		J
10	1/10/2005	Monday		J
11	1/11/2005	Tuesday	J	
12	1/12/2005	Wednesday	J	
13	1/13/2005	Thursday	J	
14	1/14/2005	Friday	J	
15	1/15/2005	Saturday	J	
16	1/16/2005	Sunday		J
17	1/17/2005	Monday		J
18	1/18/2005	Tuesday		J
19	1/19/2005	Wednesday	J	
20	1/20/2005	Thursday	J	
21	1/21/2005	Friday	J	
22	1/22/2005	Saturday	J	
23	1/23/2005	Sunday		J
24	1/24/2005	Monday		J

NOTE:

1. Subsequent days in this work chart will be a repeat of the days shown above until the chart assignments are shown for the entire year. The full work chart for each year covered under this agreement will be posted by December 1 of the year preceding the posted year.

- As defined in Section XV, 1, b of the Memorandum of Agreement

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 revolv
(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 revolver 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.

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.

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

June 25, 1998

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

DOCUMENT "R"

RE: CLARIFICATION OF APPLICATION OF PDI 2-6, RULE 3 AND GENERAL RULE AND REGULATION SECTION 9, RULE 3 TO INTERVIEWS OF WITNESSES.

Dear Sergeant O'Neill:

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 Sergeant 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 Sergeant who is being called as a witness the Sergeant shall be so advised of these facts which require his cooperation in an authorized investigation.

The SBA acknowledges that all Sergeants 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 Sergeant

If, during the course of an interview with a Sergeant who has been called as a witness, it appears that the matter under discussion may result in disciplinary action against the Sergeant 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

All provisions in the settlement of IP 91-24, dated October 5, 1993 not modified herein, shall remain in full force and effect.

Sincerely,

Joseph Morris
Deputy Inspector
Labor Relations Unit

Concurred:

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association

Date: 6-30-98

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

DOCUMENT "S"

June 30, 1998

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

Dear Sergeant O'Neill:

In connection with interviews held pursuant to Document F of the Memorandum of Agreement and in connection with waiver hearings held pursuant to Document G of the Memorandum of Agreement the parties agree:

1.

a) The SBA President shall be responsible for making arrangements for a SBA representative to be available at the interview on the scheduled date.

b) In the event the Sergeant elects to be represented by an individual other than a representative designated by the SBA President the SBA may elect to have a representative present at the interview as an observer only and the SBA representative shall have no right to participate therein. This limitation on participation at such interview shall not prevent the SBA from filing objections pursuant to the Memorandum of Agreement prior or subsequent to the interview with respect to the interests of the SBA and the protection of same.

c) Only one Port Authority employee shall be excused from duty for purposes of representation of a Sergeant at such interviews. In those instances where the Sergeant elects to be represented by a member of the force other than an individual designated by the SBA President and the individual so selected requires excused time to appear at the interview the individual selected by the Sergeant 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 SBA President to appear at the interview the SBA 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.

d) All provisions in the settlement of IP 91-24 dated October 5, 1993 not modified above, shall remain in full force and effect.

2.

a) The Port Authority shall provide Sergeants and the SBA with reasonable notice of a scheduled waiver hearing.

b) The SBA President shall be responsible for making arrangements for the SBA representative to be available at the waiver hearing on the scheduled date.

c) The Sergeant has the option of using a representative designated by the SBA President to act as his/her personal representative or to utilize a person other than an individual designated by the SBA President.

d) In the event the Sergeant elects to be represented by an individual other than a representative designated by the SBA President the SBA may elect to have a representative present at the waiver hearing as an observer only and the SBA representative shall have no right to participate therein. This limitation on participation at the waiver hearing shall not prevent the SBA from filing objections pursuant to the Memorandum of Agreement prior or subsequent to the waiver hearing with respect to the interests of the SBA and the protection of same.

Only one Port Authority employee shall be excused from duty for purposes of representation of a Sergeant in connection with a waiver hearing. In those instances where the Sergeant elects to be represented by a member of the force other than an individual designated by the SBA President and the individual so selected requires excused time to appear at the waiver hearing the individual selected by the Sergeant 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 SBA President to appear at the waiver hearing the SBA 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: 6-30-98

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

DOCUMENT "T"

June 25, 1998

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

RE: INTERVIEWS OF NON-TARGET SERGANTS DURING EXIGENT CIRCUMSTANCES

Dear Sergeant O'Neill:

Please allow this letter to confirm our mutual understandings regarding the above captioned matter.

The Association and the Port Authority agree that exigent circumstances may arise which require Sergeants, who are not the target of an investigation, to be promptly interviewed. In recognition thereof, the parties agree as follows:

Whenever the ranking Port Authority Police supervisor on scene determines that exigent circumstances require an interview of a Police Sergeant who is not the target of the investigation, the Association will provide a representative for the Sergeant within one (1) hour after the Central Police Desk is notified of the exigent circumstances and the need to conduct an interview of a Sergeant.

The Central Police Desk Sergeant will notify the Association of the exigent circumstances and the need to interview a Sergeant. If the Association representative is on duty he will be excused to respond to the interview location.

In the event that the Association does not have a representative present within one hour after the above referenced notifications, then the interview will proceed without the Association representative being present.

All practices, policies and procedures contained in the Settlement of IP 91-24 (dated October 5, 1993) not modified herein shall remain in full force and effect.

Sincerely,

Joseph Morris
Deputy Inspector
Labor Relations Unit
Public Safety Department

DOCUMENT "U"

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.

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 Apr 03

Joseph J. Seymour
Executive Director

Attachment

Office of the Executive Director The Port of New York Authority	DOCUMENT V 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 12/25

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 "W"

LONG-TERM DISABILITY (LTD) PROGRAM
Sergeants Benevolent Association (SBA)

INTRODUCTION

Effective July 3, 1983 the LTD program was extended to employees represented for collective negotiations by the Port Authority Sergeants Benevolent Association in a Memorandum of Agreement executed on May 7, 1984.

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 Police Sergeant. 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 June 30th, 1998 an active Police Sergeant 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 Police Sergeant 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.

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 Manager; 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

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Commissioners
William J. Ronan, Chairman
W. Paul Stallman, Vice Chairman
Andrew C. Axtell
George F. Berlinger
Robert R. Douglass
Jerry Finkelstein
Milton A. Gilbert
James G. Hellmuth
James C. Kellogg, III
Gustave L. Levy
Alan Sagner
Victor R. Yanitelli, S.J.

A. Gerald Kulbach
Executive Director
(212) 466-7271
(201) 622-6800 x7271

October 17, 1974

Mr. Dominick Evangelista, President
Port Authority Police Benevolent Association
P. O. Box 120
Times Square Station
New York, New York 10036

Mr. Gennaro Aprile, President
Port Authority Police Sergeants
Benevolent Association
P. O. Box 436
Church Street Station
New York, New York 10008

Gentlemen:

Please be advised that so long as a commonalty of interest, as reflected in full flow-through benefit features, is maintained in connection with the negotiation of subsequent Memoranda of Agreement with the PBA and SBA, the Port Authority concurs in your recommendation that representatives of both Associations be permitted to participate jointly in the negotiations.

Sincerely,

Robert F. Bennett
Special Assistant to
the Executive Director

THE PORT AUTHORITY OF NY & NJ

October 18, 1974

Sgt. Gennaro Aprile, President
Port Authority Police Sergeants
Benevolent Association
P. O. Box 436
Church Street Station
New York, New York 10008

Mr. Dominick Evangelista, President
Port Authority Police
Benevolent Association
P. O. Box 120
Times Square Station
New York, New York 10036

Gentlemen:

In response to your questions, please be advised that non-police personnel employed at tunnel and bridge facilities shall not wear the same uniforms as police officers, shall not utilize the police locker rooms, shall stand roll call separate and apart from police officers, and such personnel shall not be required to operate marked police cars.

Sincerely,

Walter Lee
Superintendent of Police

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Commissioners
William J. Ronan, Chairman
W. Paul Stillman, Vice Chairman
Andrew C. Axtell
George F. Berlinger
Robert R. Douglass
Milton A. Gilbert
James G. Hellmuth
James C. Kellogg, III
Gustave L. Levy
Matthew Nimetz
Alan Sagner
Victor R. Yanitelli, S.J.

Daniel L. Kurshan
Director of Administration
(212) 466-7207

September 19, 1975

Mr. Dom Evangelista, President
Port Authority Police Benevolent
Association, Inc.
P.O. Box 120, Times Square Station
New York, New York 10036

Dear Mr. Evangelista:

This is to confirm Mr. Duffy's oral advice to you that the Port Authority has undertaken to provide probationary police officers with accidental death and disability benefits equivalent to those provided to police officers who are enrolled in the New York State Policemen's and Firemen's Retirement System.

The benefits provided are briefly summarized in the attachment to this letter.

Sincerely,

D. Kurshan

Enclosure

ACCIDENTAL DEATH AND DISABILITY BENEFIT FOR PROBATIONARY POLICE OFFICERS

ACCIDENTAL DEATH BENEFIT

Eligibility: If cause of death is the natural and proximate result of an accident sustained in the performance of duty in Port Authority police service and is not caused by the willful negligence of the police officer.

Benefit: One-half (1/2) Final Average Salary, reduced by any lump sum or concurrent Workmen's Compensation benefit.

Beneficiary Priority:

1. Widow (if living) during her widowhood.
2. Child, or children, under 18 until age 18, surviving after widow's death or remarriage (or as survivors of police officer if there is no widow).
3. If no surviving widow or child, police officer's dependent mother or father, for life.

ACCIDENTAL DISABILITY BENEFIT

Eligibility: If physically or mentally incapacitated for performance of duty as the natural and proximate result of an accident sustained in the performance of Port Authority police service not caused by the willful negligence of the police officer.

Benefit: Three-quarters (3/4) Final Average Salary, reduced by any lump sum or concurrent Workmen's Compensation benefit

THE PORT AUTHORITY OF NY & NJ

Rosetta A. Jannotto
Deputy Director
Human Resources Department

March 15, 2005

Mark O'Neill, President
Port Authority Police Sergeants Benevolent Association
220 Bridge Plaza South
Fort Lee, NJ 07024

Dear Sergeant O'Neill:

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 Police Sergeants and Detective Sergeants 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
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

THE PORT AUTHORITY OF NY & NJ Memorandum

	All Facility Commanding Officers
From:	John S. Giovanni
Date	September 29, 1981
Subject:	TOUR COMMANDER DISCRETION - TWO-MAN PATROLS
Reference:	
Copy To:	

Refer To	Date	Noted By
Return To		File

Tour Commanders at Port Authority facilities have in the past exercised their discretion to team up police officers on patrol. It is the intention of the Port Authority Police Division to continue to allow Tour Commanders to team up police officers when, in the judgment of the Tour Commander, it is warranted by a legitimate concern for the officer's safety.

Commanding Officers should discuss this matter with their police supervisors so they understand the applicability of this practice at their respective commands.

John S. Giovanni
Superintendent of Police

THE PORT AUTHORITY

April 23, 1984

Sergeant Gennaro Aprile, President
Sergeants Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

Dear Sergeant Aprile:

During the course of negotiations, we discussed the scope of services to be made available to police employees to combat stress. This letter will confirm that we will convene an ad-hoc committee with representation from your organization within 60 days of execution of the Memorandum of Agreement effective July 3, 1983, to obtain input from your Association and written recommendations for the Superintendent's consideration within another 60 day period.

Sincerely,

Henry I. DeGeneste
Superintendent of Police

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

(212) 466-7000
(201) 622-6600

June 21, 1988

Mr. Gennaro Aprile, President
Port Authority Police Sergeants
Benevolent Association
220 Bridge Plaza South, 2nd Floor
Fort Lee, New Jersey 07024

Dear Mr. Aprile:

In response to your request for information as to the differences between the Group Health Insurance in effect for managerial employees as of July 3, 1983, and that in effect for managerial employees as of July 26, 1987, please be advised that the latter generally provides the following additional elements:

- coverage for both out-patient and in-patient treatment of drug dependency on the same basis as provided for alcohol dependency

- the lifetime major medical maxiumum has been increased to one million dollars.

Sincerely,

Dwight D. Darcy, Manager
Labor Relations Division

THE PORT AUTHORITY OF NY & NJ

April 23, 1984

Sergeant Gennaro Aprile, President
Sergeants Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

Dear Sergeant Aprile:

Confirming discussions at Negotiations, The Port Authority will:

1. Provide "large" sized vehicles, as defined by NAFA, the National Association of Fleet Administrators for patrol purposes, if available, with Police packages.

2. Apply to the FCC for additional radio channels within 60 days of the execution of the Memorandum of Agreement, using as its justification in the application, that such channels are necessary for police purposes. Periodic re-applications will be made if the initial request is disapproved, and copies of all applications and re-applications will be provided to the Sergeants Benevolent Association.

Sincerely,

Henry L. DeGeneste
Superintendent of Police

B U C K S L I P

To: Marianne Reinhardt
From: Paul Segalini
Date: January 9, 1985
Subject: RETIREMENT OF SERGEANT CASEY

Copy To: P. Ciano, D. Darcy, H. Zulauf

Stan Dabrowski of the Police Division advises me that they have been following the practice of not seeking reimbursement from terminating police personnel if such personnel have already used all their personal leave allowance irrespective of when they retired. In Sergeant Casey's case he is retiring in January and he has already taken all five of the personal leave days he would be entitled to for 1985. Based on the Police Division's practice, we will not seek reimbursement for any of those personal days even though the operable provision of the SBA agreement might be interpreted to mean that terminating police personnel are only entitled to two personal days for every four months in a given year.

OF PAY

Paul Segalini

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Law Department

Patrick J. Falvey
General Counsel
Francis A. Mulhern
Deputy General Counsel
Joseph Lesser
Assistant General Counsel

Finance Division

Michael S. Zarin, Chief
John F. Duffy, Deputy Chief

Attorneys

Jeffrey S. Green
Lawrence S. Hofrichter
Lawrence S. Cumberbatch

April 23, 1976

Alfred A. Osterweil, Esq.
Osterweil and LeBeau
Ferry Plaza Building
Edgewater, New Jersey 07020

Dear Mr. Osterweil:

Pursuant to our recent telephone conversation, please be advised that under the new Port Authority Labor Relations Instruction an allegation that the Authority has, during the period covered by an agreement with an employee organization, unilaterally changed the terms and conditions of employment of employees which are not specifically spelled out in the agreement, would be a proper subject of an improper practice charge for processing by the Panel under clause (d) of Paragraph A. of Section XI of the Instruction.

Sincerely,

John F. Duffy

John F. Duffy

cc: Edward Meskin

Writer's direct dial telephone:
466-8724

THE PORT AUTHORITY

October 16, 1992

Lieutenant Louis Echavarria, Jr.
President, Port Authority Police
Superior Officers Association

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

March 23, 2005

Sergeant Mark O'Neill, President
Port Authority Police Sergeant's
Benevolent Association
220 Bridge Plaza South
Fort Lee, NJ 07024

Re: Coverage of the Central Police Desk By PATH Sergeants

Dear Sergeant O'Neill:

Pursuant to our conversations regarding the above captioned matter, it is agreed the following continue to occur:

1. A Patrol Sergeant assigned to the PATH Facility Command shall be permitted to provide relief coverage for the Central Police Desk Sergeant for a meal and relief period on the Night Tour (2200 x 0600) and Afternoon Tour (1400 x 2200) seven days a week and on the Day Tour (0600 x 1400) on the weekends and Port Authority Holidays.

2. When the PATH Sergeant is providing a meal and relief period as indicated in paragraph one above, he shall not receive the payment provided under Section XV (5).

3. One PATH Sergeant position (2200 x 0600 F/S RDO) (previously designated in the 1989-1991 Memorandum of Agreement as a flyer) shall relieve the Central Police Desk every Sunday and Monday, and every third Tuesday. When that Sergeant position is not relieving the Central Police Desk Sergeant pursuant to this paragraph, he/she shall be assigned to PATH and shall cover any authorized PATH roll call position.

4. When the PATH Sergeant identified in paragraph three above is performing the work described in paragraph three above he shall not receive the payments provided for under Section XV (5).

5. All other provisions of the Memorandum of Agreement not expressly modified herein shall remain in effect.

It is agreed and understood this letter shall become part of the July 21, 2003 to January 20, 2010 Memorandum of Agreement when it is executed.

Very truly yours,

Michael P. Valenti
Chief of Staff
Public Safety Department

Concur:

Sergeant Mark O'Neill, President
Port Authority Police Sergeant's
Benevolent Association

Date: 3/23/05

THE PORT AUTHORITY OF NY & NJ

POLICE HEADQUARTERS
PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NJ 07310

March 11, 2005

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

RE: POLICE ACADEMY FIRE SCHOOL AND JFKIA SERGEANT COVERAGE

Dear Sergeant O'Neill:

The Port Authority Police Sergeants Benevolent Association and The Port Authority of New York and New Jersey agree to the following concerning the Police Academy Fire Training School (Fire School) located at JFKIA. This agreement shall become effective upon execution of the 2003-2010 Memorandum of Agreement.

- Two (2) Sergeants are to be assigned when actual fire suppression training is being conducted at the Fire School.
- Fire School Sergeant deficiencies or vacancies may be filled by qualified Police Sergeant(s) assigned to JFKIA if Police Academy Sergeants cannot fill the position(s) on either straight time or overtime. The JFKIA Police Sergeant(s) will not be entitled to the payment provided for under Section XV (5) of the parties 2003-2010 Memorandum of Agreement.
- JFKIA Facility Police Command Police Sergeant Roll Call vacancy(s) created by the assignment of qualified JFKIA Police Sergeant(s) to the Fire School shall be filled in accordance with procedures set forth in Appendix "M", for Attachment "A" position vacancy(s).

If you are in agreement with the above please sign below.

Sincerely,

Michael P. Valenti
Deputy Chief
Chief of Staff

Concur:

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association

Date: 3/24/05

THE PORT AUTHORITY OF NY & NJ

POLICE HEADQUARTERS
PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NJ 07310

March 24, 2005

Sergeant Mark O'Neill, President
Port Authority Police Sergeant's
Benevolent Association
220 Bridge Plaza South
Fort Lee, NJ 07024

Dear Sergeant O'Neill:

This letter shall memorialize the agreement by and between The Port Authority Sergeant's Benevolent Association and The Port Authority of New York and New Jersey wherein the parties agreed as follows:

Until the current Absence Control Unit (ACU) Sergeants (Sergeants Wickers and Caso) both vacate the Absence Control Unit, the starting times shall be: 6 x 2, 7 x 3 or 8 x 4 but only one ACU Sergeant may be assigned to work the 8 x 4 tour. The 8 x 4 tour, if utilized, shall be rotated between the two ACU Sergeants on a reasonable basis.

When the current ACU Sergeants (Sergeants Wickers/Caso) both vacate the ACU Sergeant positions the starting times for the ACU Sergeant shall be as set forth in Section XV of the Memorandum of Agreement.

If you concur with the above, please execute below.

Very truly yours,

Michael P. Valenti
Deputy Chief
Chief of Staff

Concur:

Sergeant Mark O'Neill, President
Port Authority Police Sergeant's
Benevolent Association

Date: 3/24/05

THE PORT AUTHORITY OF NY & NJ

POLICE HEADQUARTERS
PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NEW JERSEY 07310

March 10, 2005

Sergeant Mark O'Neill, President
Port Authority Police Sergeant's
Benevolent Association
220 Bridge Plaza South
Fort Lee, NJ 07024

RE: HOLIDAYS/2005/ADMINISTRATIVE CHART

Dear Sergeant O'Neill:

This letter shall serve to memorialize the agreement by and between The Port Authority of New York and New Jersey (Port) and the Port Authority Police Sergeant's Benevolent Association (SBA), which has arisen regarding the holiday entitlement of those Sergeants assigned to the administrative chart in the calendar year 2005.

In resolution thereof the parties agree that Sergeants who are assigned to the administrative chart for the year 2005 shall be entitled to an additional Regular Day Off (RDO) for a total of seven (7) additional Regular Days Off (RDO's) for the year 2005. Those Sergeants who are assigned to the administrative chart for the year 2005 will receive only ten (10) Port Authority holidays for the year 2005.

All other provisions of the Port Authority Police Sergeant's Benevolent Association Memorandum of Agreement not modified herein shall remain in full force and effect.

If you concur with the above, please sign and return one original to my office.

Very truly yours,

Michael P. Valenti
Deputy Chief
Chief of Staff

Concur:

Sergeant Mark O'Neill, President
Port Authority Police Sergeant's
Benevolent Association

Date: 3/10/05

New York, N.Y. 10013

Principal Parties
General Counsel and
Program Executive Director
(212) 486-7691
(212) 622-6610 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 OF NY & NJ

POLICE HEADQUARTERS
PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NJ 07310

March 23, 2005

Sergeant Mark O'Neill, President
Port Authority Police Sergeant's
Benevolent Association
220 Bridge Plaza South
Fort Lee, NJ 07024

Dear Sergeant O'Neill:

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 2003-2010 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:

Sergeant Mark O'Neill, President
Port Authority Police Sergeant's
Benevolent Association

Date: 3/23/05

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

June 30, 1998

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

RE: P.A.I. 20-1 DATED 9/70; P.D.I. 2-5 AND 7-1 REVISED DATED 9/81

Dear Sergeant O'Neill:

In the event a member of the force conducts himself in a manner which renders him unfit for the responsibilities of a Police Sergeant, 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 O.) 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

Sergeant Mark O'Neill, President
Sergeants Benevolent Association
220 Bruce Reynolds Blvd.
Fort Lee, NJ 07024

Dear Sergeant O'Neill:

In connection with the Memorandum of Agreement between the Port Authority of New York and New Jersey (Port Authority) and the Sergeants Benevolent 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,

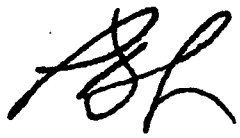
Paul D. Segalini
Director
Labor Relations Department

CONCURRED: _____
Mark O'Neill, President
Sergeants Benevolent Association

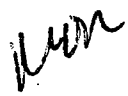
In the Matter of

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

THE PORT AUTHORITY OF NY & NJ

JOSEPH MORRIS
CHIEF OF DEPARTMENT
ACTING SUPERINTENDENT OF POLICE

PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NJ 07310

(201) 239-3693
E-mail: jmorris@panynj.gov

March 7, 2002

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

RE: SBA GRIEVANCE NO. 12S-01

Dear Sergeant O'Neill:

In full and complete resolution of SBA Grievance No. 12S-01, the parties agree as follows:

In accordance with Section I, paragraph 5, The Port Authority is to provide the Association with ..."all current and future P.A.I's, A.P's, P.D.I's, P.O.I's, O.P.I's, H.R.P's and L.D.D''s affecting Port Authority Police Sergeants, such as memoranda from Police Headquarters, Facility Police Commands, or consolidated Police Zones Commands prepared for bulletin board posting or general dissemination to such Police Sergeants".

In clarification thereof such memoranda shall include all "All Members of the Command, bulletins (also referred to as AMOC's), All Members of the Force Bulletins (also referred to as AMOF's)) and all memoranda regardless of the format which affect the contractual rights of Association members such as, but not limited to overtime caps.

If the above meets with your approval please execute below and return one (1) original to this office.

Sincerely,

Joseph Morris
Chief of Department/
Acting Superintendent of Police
Public Safety Department

Concur:

Mark O'Neill

Date: 3-20-02

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association

THE PORT AUTHORITY OF NY & NJ

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

March 16, 1999

Sergeant Mark O'Neill, President
Port Authority Police Sergeants Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

RE: Grievance No. 8S – 98 Police Sergeant's Starting Times

Dear Sergeant O'Neill,

The Port Authority Police Sergeants Benevolent Association (SBA) and Port Authority of New York and New Jersey (Port Authority) agree to the following concerning the settlement of the above referenced matter.

When a change of a Police Sergeant's or Detective Sergeant's regularly scheduled tour of duty is due to conditions set forth under Section XV, 1, d, (iii) of the Memorandum of Agreement the starting and ending times of the new tour to which the Sergeant is assigned shall be in accordance with the starting and ending times set forth in Section XV,1, b, (1) of the Memorandum of Agreement.

All Commanding Officers will be notified via memorandum of this requirement.

The SBA shall withdraw Grievance No. 8S – 98.

If you concur please sign below and return one to my office.

Very truly yours,

William Hall
Chief/Professional Standards Section
Public Safety Department

Concur:

Date 3/25/99

Mark O'Neill, President
Port Authority Police Sergeants Benevolent Association

AGREEMENT between The Port Authority of New York and New Jersey ("Port Authority") and The Port Authority Police Sergeants Benevolent Association ("SBA")

WHEREAS, pursuant to the Port Authority Labor Relations Instruction ("Instruction"), the SBA is the recognized collective negotiations representative of those individuals employed by the Port Authority as Police Sergeants and Detective Sergeants, described in Port Authority Job Specifications 2605 and 2606, respectively, ("Sergeants"); and

WHEREAS, the Port Authority Employees' Welfare Fund ("Welfare Fund") was established by the Board of Commissioners of the Port Authority to supplement employee benefit programs in place at that time for all employees of the Port Authority; and

WHEREAS, the Port Authority has funded the Welfare Fund by designating that specific Port Authority funds be paid into the Welfare Fund for the benefit of the employees of the Port Authority; and

WHEREAS, the Port Authority Employment Relations Panel ("Panel") issued a Final Decision and Order in Improper Practice Charge No. IP 85-16-19 concerning the Welfare Fund; and

WHEREAS, the Port Authority and the SBA are mutually desirous of settling the SBA's claims with respect to the Welfare Fund;

NOW, THEREFORE, the Port Authority and the SBA agree as follows:

1. Effective on the date of execution of this agreement, Section IX of the July 21, 1991 to January 20, 2003 Memorandum of Agreement between the parties shall be amended to add the following new paragraph 2.a. and amended paragraph 5:

   2.a. On October 15, 1999, each active Police Sergeant shall be provided with the Vision Care Plan (National Vision Administrators - Port Authority Sponsor No. 1007) provided by the Port Authority to managerial employees as of that date and such plan shall be the sole and exclusive vision care benefit provided to active Police Sergeants, except for safety eyewear as provided for in Section VII of this Memorandum of Agreement. 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.

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 Sergeants who at the time of their retirement were members of the Port Authority Group Health Insurance Program or any alternate group health plan and, for Police Sergeants who retire on or after the date of execution of this Memorandum of Agreement, the Port Authority will also pay for the full cost of providing the prescription drug plan enumerated in Paragraph 2 of this Section, and, for Police Sergeants who retire on or after October 15, 1999, the Port Authority will also pay for the full cost of providing the Vision Care Plan enumerated in Paragraph 2.a.of this Section. The benefits available to any such retired Police Sergeant shall be those applicable to him at the time of his retirement.

2. In consideration for the matters set forth in Paragraph 1, the SBA waives all claims against the Port Authority related to the Welfare Fund, including but not limited to any claim related to the sources of funding for the Welfare Fund; and agrees that hereafter Sergeants shall not be eligible for any benefits provided by the Welfare Fund to employees of the Port Authority.

AGREED:

FOR THE PORT AUTHORITY
OF NY & NJ

Louis J. LaCapra
Chief of Staff

September 17, 1999
DATE

FOR THE PORT AUTHORITY POLICE
SERGEANTS BENEVOLENT ASSOCIATION

Mark L. O'Neill
President

September 17, 1999
DATE

THE PORT AUTHORITY OF NY & NJ

POLICE HEADQUARTERS
PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET, ROOM 302
JERSEY CITY, NEW JERSEY 07310

November 18, 2004

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent Association
220 Bridge Plaza South
Fort Lee, New Jersey 07024

RE: SBA IMPROPER PRACTICE CHARGE NO. IP 01-46

In full and complete settlement of IP 01-46 it is hereby agreed as follows:

If an SBA union official (as described in LDD 3-98) is granted excused time off for union business on a day previously scheduled as vacation he shall be granted the excused time and any unused vacation days resulting therefrom shall be scheduled on dates mutually acceptable to the union official and the Commanding Officer. Any and all vacation days rescheduled as a result must be taken in the same calendar year as originally scheduled.

If you concur please sign below and return one original to this office.

Sincerely,

Kathleen Ward-Cullen
General Manager
Police Labor Relations Administration

Concur:

Date: 11/23/04

Sergeant Mark O'Neill, President
Port Authority Police Sergeants
Benevolent 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

February 17, 2005

Mark O'Neill, President
Port Authority Police
Sergeants Benevolent Association
220 Bruce Reynolds Boulevard
Fort Lee, New Jersey 07024

Dear Sergeant O'Neill:

This letter responds to your request for assurances with respect to the unit work of Port Authority Police Sergeants in light of the provisions of my letter dated October 20, 2004 to the President of the Port Authority Police Benevolent Association, Inc. relating to "ESU AND TELETYPE SPECIAL DETAILS". That letter is published in the Memorandum of Agreement between the Port Authority and the PBA on pages 406 through 408.

Your specific concern relates to paragraph 7 of the aforementioned letter that states:

> "Police Officers who are members of the SOD Teletype special detail when not assigned to work the Teletype Special Detail may be assigned to any of the following functions:
>
> a. Police Headquarters or the Police Academy to perform administrative and staff functions (excluding maintenance and chauffering of motor vehicles).
>
> b. Central Police Desk to perform any and all duties associated with the Central Police Desk."

Please be advised that nothing in the foregoing letter is to be construed in any way to effect a transfer of the unit work of any Port Authority Police Sergeant.

Sincerely yours,

Paul D. Segalini
Director
Labor Relations Department

cc: Patrick Rooney, Esq.
William Morrison, Esq.
Gus Danese

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

Sergeant Mark O'Neill
President, Port Authority Sergeant
Benevolent Association, Inc.
220 Bruce Reynolds Blvd.
Fort Lee, NJ 07024

Dear Sergeant O'Neill:

Upon execution, this letter agreement will be part of the Memorandum of Agreement between the Port Authority and the Port Authority Sergeants 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:

Mark O'Neill, President
Port Authority Sergeants Benevolent 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

Sergeant Mark O'Neill
President, Port Authority Sergeants
Benevolent Association, Inc.
220 Bruce Reynolds Blvd.
Fort Lee, NJ 07024

Dear Sergeant O'Neill:

Effective immediately, the Port Authority Police Sergeants Benevolent 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 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

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.

Memorandum of Agreement

Between

The Port Authority
of New York
and New Jersey

and

The Transport Workers Union
Local 1400

July 28, 2007 – January 27, 2012

JEROME LAFRAGOLA
PRESIDENT

TABLE OF CONTENTS

		PAGE
Preamble		1
I.	Salary and Salary Ranges	1
II.	Past Practices – Protection of Existing Terms and Conditions of Employment	1
III.	Shift Differentials	2
IV.	Dues Check-off and Union Business	2
V.	Health Benefits	4
VI.	Dental Benefits	6
VII.	Group Life Insurance	7
VIII.	Employment Security/Transfer of Unit Work	7
IX.	Seniority	8
X.	Transfers	8
XI.	Promotions	8
XII.	Provisional Assignments	9
XIII.	Substitution Rules	9
XIV.	Grievance and Arbitration Procedure	9
XV.	Disciplinary Procedure	12
XVI.	Medical Hearings	21
XVII.	Vacations	23
XVIII.	Sick Leave Allowance Plan	23
XIX.	Injury on Duty – Definition and Procedure	24
XX.	Long-Term Disability	26
XXI.	Indemnification	26
XXII.	Step Increase	26
XXIII.	Military Leave	27
XXIV.	Excused Absence; Compassionate Leave; Personal Leave	27
XXV.	Leave of Absence	28
XXVI.	Jury Duty	28
XXVII.	Compensatory Time	28
XXVIII.	Schedule Change Premium	30
XXIX.	Regular Days Off	30
XXX.	Holidays	31
XXXI.	Uniform Allowance	31
XXXII.	Personal Vehicles	31
XXXIII.	Mileage Allowance and Vehicle Usage	32
XXXIV.	Paychecks	32
XXXV.	Retirement	32
XXXVI.	Complaints	33
XXXVII.	Work Rules – Certain Class Titles	34
XXXVIII.	Safety and Health Standards	34
XXXIX.	Labor Management Meetings	34
XL.	Agreement Booklets	34
XLI.	Agreement Administration	35
XLII.	Representation Fee	35
XLIII.	Longevity	36
XLIV.	Miscellaneous	36
XLV.	Savings Clause	38
XLVI.	Term of Agreement	38

EXHIBITS

		PAGE
A.	Class Title and Salary Range Numbers	40
B.	Salary Schedules	42
C.	Information Bulletin No. 23 dated 8/14/67	126
D.	Transfer Procedure OPI 20-2x.04 dated 8/1/71	129
E.	Work in Higher Classes Compensation OPI 20-3x.15 dated 6/29/73	131
F.	Vacations PAI 20-3.01 dated 10/17/74	134
G.	Sick Leave Incentive Plan	142
H.	Military Leave PAI 20-3.10 dated 8/24/72 and memo dated 4/29/03	145
I.	Excused Absences PAI 20-3.05 dated 8/3/67	157
J.	Leave of Absence PAI 20-3.06 dated 6/30/76	160
K.	Maternity Leave PAI 20-3.12 dated 8/6/81	165
L.	Work Schedules PAI 20-3.07 dated 5/23/72	172
M.	Holidays PAI 20-3.02 dated 6/7/71	181
N.	Uniform Allowances PAI 20-4.01 dated 1/14/74	186
O.	Use of Rented and Employee-Owned Vehicles PAI 15-3.05 dated 8/16/83	196
P.	Information Bulletin No. 5 dated 7/22/68	201
Q.	Certain Work Rules	202
R.	PABT Lobby Desk Staffing Procedure dated 8/82	220
S.	Tuition Assistance Program AP 20-4.54 dated 4/12/94	222
T.	Issuance and Use of PA Passes PAI 40-1.01 dated 12/20/73	227
U.	Sick Absence Disciplinary Policy	234
V.	Same-Sex Domestic Partnership letter dated 3/9/05	236
W.	List of Arbitrators/Hearing Officers	237
X.	TransitChek Program	238

ATTACHMENTS

		PAGE
1.	Communications Desk Memorandum of Understanding dated 11/30/90	241
2.	Snow Policy	242
3.	Tunnel and Bridge Agent Job Specification revised 7/97	243
4.	Senior Tunnel and Bridge Agent Job Specification revised 7/97	246
5.	Tolls Overtime Assignments dated 10/13/68	250
6.	Distributing Overtime Work Assignments – Senior TBA and TBA	258
7.	Information Bulletin No. 38 dated 7/22/68 and No. 50 dated 3/5/76	261
8.	Training of Toll Collectors letter dated 8/14/84	264
9.	Security Guard Job Specification revised 10/30/02	265
10.	Part-Time Toll Collector Program	268
11.	Airport Operations Agent Job Specification revised 6/15/87	269
12.	Senior Airport Operations Agent Job Specification revised 6/15/87	272
13.	Bus Terminal Agent Agreement dated 5/18/87 and Job Specification	275
14.	Overtime Distribution – Aviation Division dated 9/13/90	280
15.	Intentionally Left Blank	283
16.	Information Bulletin No. 22 dated 2/21/67 and No. 44 dated 6/14/71	284
17.	Selection, Training, & Placement of Airport Operations Agents	286
18.	Overtime Distribution – PABT dated 3/2/92	288
19.	Intentionally Left Blank	292
20.	Snow Overtime Procedures for JFK Maintenance dated 9/13/90	293
21.	Central Automotive Garage Attendants and Garage Attendant Job Specification revised 4/15/99	295
22.	Intentionally Left Blank	300
23.	Grooming Standards – TBA's and Sr. TBA's	301
24.	Preparation Time – Sr. Toll Collectors letter dated 7/30/85	303
25.	TBA and Sr. TBA Training at Morris County letter dated 7/28/88	304
26.	Payroll Issues memo dated 12/23/77	306
27.	Training Payments for Sr. AOA's at JFK letter dated 10/25/91 (grievance 27T-90)	308
28.	Intentionally Left Blank	310
29.	Information Bulletin No. 4 dated 5/19/64	311
30.	Line Picks and Vacation Picks – AOA's & Sr. AOA's memo dated 11/20/89	312

MEMORANDUM OF AGREEMENT executed this 16th day of April 2009 between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") and LOCAL 1400, TRANSPORT WORKERS UNION, AFL/CIO (the "Union").

PREAMBLE

WHEREAS, the Union is the recognized representative of all employees in the class titles listed on Exhibit "A" annexed hereto (the "covered membership"); and

WHEREAS, the Port Authority and the Union have negotiated with respect to wages, hours, 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. Salary and Salary Ranges

1. An increase of 3.50% will be effective on July 28, 2007.
2. An increase of 3.50% will be effective on July 28, 2008.
3. An increase of 3.50% will be effective on July 28, 2009.
4. An increase of 4.50% will be effective on July 28, 2010.

The salaries and salary ranges of the covered membership shall be those shown on the schedules annexed hereto as Exhibit "B".

II. Past Practices - 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 be subject to and may be processed through the Grievance and Arbitration Procedure referred to in Section XIV of this Memorandum of Agreement. Questions as to whether a practice, procedure,

or matter is a mandatory subject of collective bargaining will be referred to the Port Authority Employment Relations Panel for resolution.

C. Nothing herein shall be deemed or construed to waive any rights of the Union or of any employee under any Port Authority Labor Relations Instruction in effect during the term of this Memorandum of Agreement.

III. Shift Differentials

A. Effective July 28, 2007, the Port Authority shall pay employees in the covered membership nine percent (9%) more than the hourly rates as set forth in Exhibit "B" for each hour or part thereof in excess of 30 minutes worked between the hours of 4:00 p.m. and 8:00 a.m. This additional payment shall not apply to any hour or part thereof worked in a tour of duty, which begins at or after 7:30 a.m. and ends at or before 4:30 p.m.

B. The Port Authority shall not pay shift differentials for any hours for which an employee in the covered membership is compensated at overtime rates.

IV. Dues Check-off and Union Business

A. Upon presentation of a dues check-off authorization form signed by an employee, which shall include all employees in the covered membership, the Port Authority shall deduct from the compensation due to the individual employee such dues and assessments as may be so authorized. The amounts so deducted shall be remitted to the designated Union representative monthly. For employees who have presented such an authorization form, said authorization shall remain in effect for the term of this Memorandum of Agreement; provided, however, that an employee may revoke such authorization by written notice acceptable to the Port Authority, filed with the Labor Relations Manager so long as said notice is received by said Manager no earlier than January 3, 2012 and no later than January 26, 2012 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.

B. During the term of this Memorandum of Agreement, employees returning to positions in the covered membership from provisional appointments outside the covered membership's negotiating unit will have their prior dues check-off authorizations reinstated without the necessity of any further action by the Union or the employee.

C. The Port Authority will provide the Union 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 PAI's, OPI's and TBI's affecting the covered membership, and with any Office Memoranda affecting the covered membership prepared for bulletin board posting or general dissemination.

D. On a quarterly basis, the Port Authority will provide the Union with the names and addresses of employees in the covered membership.

E. The material specified in Paragraphs C and D shall be mailed/emailed to the designated Union representative and shall be provided at no cost to the Union.

F. The President of the Union or his/her designated representative shall have exclusive visitation rights at Port Authority facilities for the purpose of administering this Memorandum of Agreement and for purposes of recruiting Union membership and of explaining Union services and programs. Such visits shall be limited to reserve rooms, locker rooms and other non-work facility areas reasonably designated by the facility manager or his/her designee and shall not interfere with facility operations.

G. 1. During the term of this Memorandum of Agreement, the President, Vice President, Recording Secretary and Treasurer of the Union shall be given full time off with pay and benefits to conduct Union business including all phases of contract administration. The above listed Union representatives shall be able to bank appropriate sick time and shall be entitled to return to his/her last permanent position and facility with no loss of seniority.

2. Additional excused time for Union representatives will be in accordance with Information Bulletin No. 23, ("Excused Time For Employee Organization Representatives"), dated August 14,1967, annexed hereto as Exhibit "C", modified as follows:

a. During regularly scheduled work hours, Union representatives shall be allowed reasonable time away from regular duties with pay and benefits to attend hearings and other proceedings of the Port Authority Employment Relations Panel, arbitration hearings under the Grievance and Arbitration Procedure and disciplinary hearings under the Disciplinary Procedure.

b. The President of the Union will continue to have one hundred and twenty (120) eight-hour tours of excused time per year to be used at his/her discretion in addition to the time available to the Union.

c. Any member may take an indefinite unpaid leave of absence to fill a full-time Union position with the International Union to which the member is elected or appointed. Seniority for tour preference, vacation picks, and details will be maintained and the member upon leaving the Union position will be returned to his/her last permanent position at the Port Authority.

3. Convenient parking arrangements will be provided to Union representatives on Union business at Port Authority facilities.

4. The Port Authority shall provide the Union with an opportunity to meet with new employees in the covered membership at any general Port Authority orientation.

5. The Port Authority will continue to provide office space for the Union pursuant to the resolution of Grievance 16T-92. Effective July 28, 2007, the Port Authority will increase the monthly rent reimbursement paid to the Union for office space to $7,000, which shall include parking.

H. The Port Authority will, as soon as practical, implement voluntary deductions from employees' wages to the T.W.U. International, C.O.P.E.

I. The President or his/her designee may witness the methodology used when the Port Authority generates a random Alcohol and Controlled Substance testing selection pool.

J. The Port Authority will accept reimbursement by the Union for "union business" time when no other union excused time is available and shall make appropriate payments to the Pension System.

V. Health Benefits

A. 1. The Port Authority will provide Group Health Insurance (i.e., hospitalization, surgical/medical and major medical benefits) for each active employee whose Port Authority employment commenced before January 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 individual maximum major medical benefit for each eligible active employee in the covered membership and his/her eligible dependents is one million dollars. 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 insurance.

2. Effective on the date of execution of this Memorandum of Agreement or as soon thereafter as possible, all employees in the covered membership currently enrolled in the Indemnity Group Health Insurance Plan provided by Aetna/Blue Cross Blue Shield may enroll in a Health Maintenance Organization (HMO) or in the Preferred Provider Organization (PPO) Plan, provided by United Healthcare Group #197512, in effect for managerial employees as of September 1, 1998. The Port Authority will pay for each enrolled active member the full premium cost of such insurance.

3. Employees in the covered membership whose employment commenced on or after July 28, 2004, shall be enrolled in the PPO Plan provided by United Health Care Group #197512, in effect for managerial employees as of

September 1, 1998. The Port Authority will pay for each enrolled active member the full premium cost of such insurance.

B. During the term of this Memorandum of Agreement each active employee shall be provided with the prescription drug plan (Express Scripts (NPA) National Prescription Administrators - Port Authority Sponsor No. 1395) 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 employees. 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 member the full premium costs of such plan.

C. During the term of this Memorandum of Agreement each active employee shall be provided with the Vision Care Plan (National Vision Administrators - Port Authority Sponsor No. 1007) provided by the Port Authority to managerial employees as of January 1, 1998 and such plan shall be the sole exclusive vision care benefit provided to active employees, except for safety eyewear as provided for in this Memorandum of Agreement. 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.

D. Employees hired before July 28, 2004 shall be given the opportunity to transfer from the PPO to an HMO or an HMO to the PPO during open enrollment periods and under conditions fixed by the carriers or health maintenance organizations.

E. The term “premium costs” as used in 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.

F. 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 employees who at the time of their retirement were members of the Port Authority Group Health Insurance program and, for employees who retire on or after April 15, 1999 the Port Authority will also pay for the full cost of providing the prescription drug plan enumerated in Paragraph B. of this Section and the Vision Care Plan enumerated in Paragraph C. of this Section. The benefits available to any such retired employee shall be those applicable to him/her at the time of retirement.

G. All employees will continue to receive on an annual basis a Personal Information Profile (PIP) in lieu of the usual “benefits booklets”.

H. Employees may elect healthcare coverage for a same-sex domestic partner as an eligible dependant as set forth in Exhibit ”V”.

VI. Dental Benefits

A. During the term of this Memorandum of Agreement, the Port Authority shall provide Group Dental Insurance to active employees in the covered membership, hired before July 28, 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, now being provided by Metropolitan Life Insurance Company (MetLife) Group Number 302043 in effect for managerial employees as of January 1, 2001. The Port Authority will pay for each active enrolled employee (and his/her eligible dependents) the full premium costs of such insurance. In the event the Port Authority improves the Group Dental Insurance benefits for managerial employees during the term of this Memorandum of Agreement, said improvements will be provided to the Union on not less than the most favorable terms provided to managerial (Service "B") employees.

B. The Port Authority shall provide Group Dental Insurance to all employees in the covered membership, hired on or after July 28, 2004, identical to the management dental plan provided by Metropolitan Life Insurance Company (MetLife) Group Number 302043 in effect for managerial employees as of January 1, 2001 under the same terms and conditions as managerial employees except that the annual maximum benefit per covered person and their eligible dependents, shall be limited to $2,000 exclusive of preventive procedures, including cleanings.

C. As an alternative to the Port Authority Group Dental Insurance, employees in the covered membership currently enrolled in the Dent-Care Plan will be permitted to continue in the 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 permit those employees enrolled in the Dent-Care Plan to change to coverage under the Group Dental Insurance identified in Paragraphs A. – C. of this Section. Those employees changing from the Dent-Care Plan to Group Dental Coverage under Paragraph A. of this Section shall not be permitted to return to the Dent-Care Plan.

D. As used in Paragraph A. 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.

E. During the term of this Memorandum of Agreement, employees shall be permitted to carry into retirement the Group Dental Insurance or the Dent-Care Plan, set forth in Paragraph A., applicable to him/her at the time of retirement, with the Port Authority paying the full premium of the Group Dental Plan and the retiree paying the cost of Dent-Care.

F. A copy of the Port Authority Group Dental Insurance policy and riders, if any, and the Dent-Care Plan contract covering employees, including the number thereof, and the premium costs per month to the Port Authority of such insurance or Dent-Care Plan, shall be provided by the Port Authority to the designated Union representative when

such policy, riders, or contract, and premium costs have been finally formulated.

VII. Group Life Insurance

A. During the term of this Memorandum of Agreement, the Port Authority shall pay for each active insured employee in the covered membership the full premium costs of Port Authority group term life insurance coverage applicable to such employee in an amount equal to three (3) times the employee's base annual salary. The terms "base annual salary" as used in this Section shall mean the salaries in effect as shown in the schedule annexed hereto as Exhibit "B" and any increase in such base annual salary during the term of this Memorandum of Agreement, adjusted to the nearest highest multiple of $1,000.00.

B. Effective with the execution of this Memorandum of Agreement, each employee in the covered membership shall have the option, upon retirement prior to age 65, to continue coverage under the Port Authority Extended Group Life Insurance Plan up to the amount of such coverage applicable to him/her at the time of retirement up to age 65. Each employee shall pay for such coverage of the life insurance premium base rate paid by the Port Authority, in effect at that time. This same premium base rate is also used to calculate the Port Authority Managerial and Professional Employee's contribution rate.

C. A copy of the Port Authority Group Life Insurance Policy and riders, if any, covering employees in the covered membership, including the number thereof, and the premium costs per month to the Port Authority for such insurance, shall be made available for review by a designated TWU representative when such policy, riders and premium costs have been finally formulated.

D. Except as provided herein, effective January 1, 2004, the Port Authority will pay the premium cost of providing $20,000 of paid life insurance to employees who are age 65 and retired. If an employee retires before age 65, then the retired employee may elect to maintain the $20,000 paid life insurance in force until they reach age 65, so long as the retired employee pays the premium costs of the $20,000 paid life insurance policy and so long as they pay for and continue the Port Authority Extended Life Insurance Plan (see paragraph B, above). If the retired employee elects either: i) not to pay the premium costs of the $20,000 paid life insurance coverage or; ii) not to pay to continue the Port Authority Extended Group Life Insurance Plan then the $20,000 paid life insurance coverage shall lapse. If the employee is separated from employment with the Port Authority (e.g. by resignation or by discharge) without retiring the former employee may not elect to continue the $20,000 paid life insurance coverage.

VIII. Employment Security/Transfer of Unit Work

During the term of this Memorandum of Agreement, there will be no further or additional transfer and/or reassignment of unit work currently and heretofore performed by employees in the covered membership without negotiations. Employees displaced pursuant to the permissible transfer and/or reassignment of unit work in this

Memorandum of Agreement and as previously agreed to in prior Memoranda of Agreement shall not lose employment but shall be reassigned to other Port Authority jobs without loss of pay or benefits.

IX. Seniority

Seniority rights of employees in the covered membership, and their status in such matters as selection of vacation, tour assignment, etc., shall be maintained and unless otherwise modified by this Memorandum of Agreement, shall be consistent with OPI 20-3x.14 ("Job Seniority"), effective July 15, 1970, and Information Bulletin No. 38 ("Seniority") and Information Bulletin No. 50 ("Tie Breakers"), and in the event the Port Authority acquires and absorbs the work force of additional facilities, the said seniority rights shall be protected.

X. Transfers

A. The current procedures for the submission of transfers for employees in the covered membership shall remain in effect. An employee in the covered membership may, after being assigned to and actually working at a facility, submit a transfer application after three months of service.

B. Union representatives, when auditing the proper application of transfer procedures, shall be entitled to review facility transfer lists. Copies of such lists shall be provided to such representatives upon request.

C. All transfer lists except those for Toll Collectors and Senior Toll Collectors which shall be administered by the Tunnels, Bridges and Terminals Department, shall be maintained by the Human Resources Department in accordance with OPI 20-2x.04 ("Operating Instruction Pay Plan C and D (Non-Police) Transfer Procedure"), effective August 1, 1971, and shall be applicable to all employees in the covered membership. (Exhibit "D")

XI. Promotions

A. Oral Boards will be retained by the Port Authority as a part of its selection procedure. The Human Resources Director shall establish a roster of qualified board members, including only Service "B" and "F" personnel familiar with the techniques, objectives, and procedures of Oral Boards, and the members participating in any examination shall be selected from such roster. Whenever feasible, a single board shall be used for all candidates participating in a particular evaluation.

B. All promotion eligible lists pertaining to employees in the covered membership shall be of three years duration. All promotion lists shall be maintained and approved by the Human Resources Department of the Port Authority.

XII. Provisional Assignments

A. Provisional assignments shall be offered to qualified employees in the covered membership in accordance with their rank on the appropriate eligible lists. When the number of provisionally-assigned employees in a specific classification at a facility must be reduced, the provisional employee at the facility in the effected classification with the lowest rank on the appropriate eligible list will be the first one to be returned to his/her former permanent position.

B. In the event a provisional assignment exceeds an aggregate of twelve (12) months within a three-year period, the employee in the covered membership who has held such provisional assignment will be made permanent in excess at that facility. In the event a permanent position becomes vacant at that facility, the permanently assigned excess employee will fill that vacancy provided that it does not conflict with the existing transfer list.

XIII. Substitution Rules

For employees in the covered membership, OPI 20-3x.15 ("Operating Instruction Work in Higher Classes Compensation - T.W.U. Classes Only"), (Exhibit "E") shall be deemed modified to compensate employees working in a higher classification at the higher rate from the first day of such work and for each day thereafter. In the event a substitution is necessary, and where a promotion eligible list exists, the employee achieving the highest rank on the promotion eligible list who is working the tour that must be filled shall be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job.

XIV. Grievance and Arbitration Procedure

A. Policy

The parties hereby agree to encourage informal resolution of disputes and differences between them prior to the initiation of action pursuant to the within grievance procedure and further agree that all employees covered by this Memorandum of Agreement shall have the right to participate in such grievance procedure without interference, coercion, restraint, or discrimination of reprisal.

B. Definition

1. For the purposes of this Agreement, grievances are defined as any dispute concerning the application or interpretation of this Agreement or the alleged violation of any provision thereof; or any claim that the Port Authority has unilaterally limited, restricted, impaired, removed or abolished a past practice, procedure or policy governing an existing term or condition of employment which is not specifically enumerated or set forth in this 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 application, interpretation or claimed violation of this Agreement or of any past practice shall not be a grievance subject to this procedure but shall be processed through existing remedies.

C. Time Limitations

The parties recognize the importance of processing all grievances as quickly as possible. Accordingly, the number of days permitted for action or completion of procedures should be considered a maximum with the understanding that every effort should be made to expedite the resolution of all grievances.

D. Procedure

Step 1. Grievances shall be sent by the Union President or his/her designee in writing to the Facility Manager within thirty (30) calendar days of the occurrence of the event or action which gave rise to the grievance or within 30 calendar days from the date when an authorized representative of the Union became aware or should reasonably have been expected to become aware of such occurrence or action. The grievance shall set forth all the specific facts of the event or action. The Facility Manager shall respond to the grievance in writing within five (5) working days of its receipt and send it to the Union President. Saturdays and Sundays are excluded from the definition of working days.

Step 2. If the parties fail to resolve the grievance as set forth in Step 1 or the Facility Manager fails to respond in writing within five (5) working days of receipt of the grievance, the Union may resubmit the grievance in writing within fourteen (14) calendar days thereafter to the Port Authority Manager of Labor Relations. The grievance shall set forth the specific provisions of the Agreement or past practice in dispute and the remedy requested. The President of the Union or his/her designee and the Port Authority Manager of Labor Relations or his/her designee shall meet at a regularly scheduled meeting to be held monthly for the purpose of attempting to resolve grievances without the necessity of arbitration. The Union shall provide the Port Authority with a proposed agenda of cases to be discussed and all relevant material at least five (5) business days prior to the scheduled meeting. The parties must come to the meeting prepared to discuss all cases on the agenda and the Port Authority will provide all relevant material that it has on the case. Within five (5) working days following such meeting, the Manager of Labor Relations shall respond to the grievance in writing, advising the Union President that it has been settled or the specific reasons for rejection of the same.

Step 3. If the grievance is not resolved at Step 2, the President of the Union or his/her designee shall have the exclusive right to refer the grievance for determination to an Impartial Arbitrator within thirty (30) calendar days following the date of receipt of the response of the Manager of Labor Relations or the date on which such response was due, whichever occurs sooner. The hearing shall be scheduled for a date no later than sixty (60) calendar days from the date of Demand for Arbitration.

E. Panel of Impartial Arbitrators

The Union and the Port Authority hereby agree that the Panel of Impartial Arbitrators as set forth in Exhibit "W", to hear and determine grievances may be expanded if mutually agreed upon by both the Union and the Port Authority. All hearing dates and the Impartial Arbitrator assigned to those hearings shall be mutually agreed upon. In the absence of such agreement, the parties shall endeavor to allocate the hearings among the panel of Impartial Arbitrators on an equitable rotation basis. The Port Authority shall be responsible for notifying, in writing, the Impartial Arbitrator and the Union of the date, time and place of the hearing.

F. Powers of Impartial Arbitrator

The Impartial Arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement nor shall he/she have authority to determine any other issue not submitted in connection with the subject grievance.

G. Decision of Impartial Arbitrator

The decision and award of the Impartial Arbitrator shall be final and binding upon the Port Authority and the Union. Both parties consent to the jurisdiction of the Supreme Court of the State of New York for the purpose of seeking an order confirming or vacating the award.

H. Fees and Expenses of Impartial Arbitrator

All fees and expenses of the Impartial Arbitrator shall be divided equally between the parties. In the event the grievance as stated in the Demand for Arbitration is sustained by the Impartial Arbitrator, the Port Authority shall be responsible for payment of all fees and expenses of the Impartial Arbitrator. Each party shall bear the cost of preparing and presenting its own case.

I. Adjournments

All requests for an adjournment must be made to the Union President or the Assistant General Counsel, Employment Relations Unit of the Law Department. The party requesting the adjournment shall bear all costs of the adjournment if any.

J. A *stenographic record* shall be kept in all arbitration hearings and a copy shall be provided to the Union at no cost. All records of these hearings shall be available for inspection by the employee on his/her own time during ordinary business hours of the Port Authority for a period of twelve (12) months after the last day of the hearing.

K. All arbitration hearings shall be scheduled between the hours of 10 a.m. and 6 p.m. Employees whose tour is outside of those hours may, with ten (10) days' notice, have their tour changed without payment of schedule change premium. All necessary witnesses will be excused for the day, with overtime when appropriate, for the purpose of attending arbitration hearings.

XV. Disciplinary Procedure

A. Introduction

1. No disciplinary action shall be taken against any permanent employee, except for good and sufficient cause or reason. For the purpose of this Section the following definitions as set forth in PAI 20-1.01 ("Categories of Port Authority Employment"), dated July 10, 1970, shall apply:

a. 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.

b. 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 d. (1) and d. (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.

c. 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 Human Resources 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.

d. 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.

2. No permanent employee shall be disciplined, except in accordance with the provisions of this Section and any disciplinary action taken by the Port Authority in violation of any provision of this Section shall be null and void and all records relating to such action shall be destroyed.

B. Grounds for Disciplinary Action

The following are examples of good and sufficient cause or reason for disciplinary action against a permanent classified employee:

1. Substantial or repeated neglect or failure of the employee properly to perform his/her duties;

2. Substantial or repeated violation of rules and regulations;

3. 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.

a. Dismissal from employment, including compulsory retirement.

b. Demotion to a grade or title having a lower rate of pay.

c. Transfer to a grade or title having different types of duties or responsibilities.

d. Compulsory leave of absence without pay.

e. Reduction in seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.

f. Official reprimand officially noted upon the employee's record located in the Human Resources Department.

g. Forfeiture of vacation or holiday privileges.

h. Forfeiture of Port Authority passes.

2. The dismissal, demotion, transfer or compulsory retirement of an employee because of mental or physical incapacity substantially impairing the ability to perform his/her duties, or because of 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 set forth in this Section. 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 as set forth in Section XVI of this Agreement.

D. Disciplinary Procedures

1. Sick Absence related discipline will be handled pursuant to the Sick Absence Disciplinary Policy and Five Step Progressive Discipline System attached as Exhibit "U".

2. Notice of Intention to Discipline

a. In order to commence a disciplinary proceeding against an employee, other than as set forth in D.1. above, the Assistant General Counsel, Employment Relations Unit of the Law Department or his/her designee shall serve the employee either personally or by registered mail, return receipt, with a Notice of Intention to Discipline (the "Notice"). The Notice shall set forth the name of the employee charged, the employee's employee number, title, facility and a brief statement of

each alleged offense, the facts, circumstances and reasons upon which the intended discipline is based, including the specific rule, regulation or duty alleged to have been violated, the date, time of occurrence or occurrences, the name of the supervisor initiating the discipline, the names of any witnesses with knowledge thereof and the discipline requested by the Port Authority.

b. The Notice must be served upon the employee no later than thirty (30) calendar days from the date of the last occurrence upon which the discipline is based or the date when the charging Department should reasonably have known of the occurrence. A copy of the Notice shall be faxed to the President of the Union within twenty-four (24) hours of service upon the employee.

c. Where the offense alleged in the Notice consists of more than one incident of the same kind, no prior incident may be included which occurred more than two years prior to the date of the last incident where a major penalty is sought and one year from such date where a minor penalty is sought.

3. Meeting in an Attempt to Resolve Disciplinary Matters

a. Within fourteen (14) days following the service of the Notice, the President of the Union or his/her designee and the employee shall meet with the Assistant General Counsel, Employment Relations Unit of the Law Department or his/her designee and the supervisor initiating the disciplinary proceeding, for the purpose of attempting to resolve the matter without the necessity of a formal hearing. Should the parties fail to agree upon a resolution, the Port Authority shall submit the matter for hearing before one of the Impartial Arbitrators, which hearing shall be held no later than sixty (60) days from the date of service of the Notice.

b. Prior to the aforesaid meeting, the Port Authority will provide the Union with any and all written memos, statements and other documentation, evidence, names of witnesses to the event or events and all other material which is in possession of the Port Authority which relates to the events in question and the charges, including all exculpatory material. The Union and/or the employee shall be granted access to log books and other relevant records necessary to prepare his/her defense.

c. Should the parties fail to agree upon a resolution of a disciplinary proceeding, the Port Authority shall submit the matter for hearing before an Impartial Arbitrator. The Impartial Arbitrator shall be selected and designated by mutual agreement of the parties with the

understanding that whenever possible such designation shall be rotated among the members of the panel.

d. The hearing shall be held no later than sixty (60) days from the service of the Notice upon the employee, except however, that such hearing hall be held no later than thirty (30) days from the date of service of the Notice if the employee has been suspended without pay or if for any other reason his/her wages have been withheld.

E. Hearings

1. Major/Minor Hearings

Minor disciplinary hearings shall be held where the discipline requested by the Port Authority is an official reprimand, forfeiture of a holiday, forfeiture of Port Authority passes, vacation forfeiture of less than 20 days, or a compulsory leave of absence without pay of less than 30 days. Major disciplinary hearings shall be held where the discipline requested by the Port Authority is dismissal, demotion, transfer, reduction of seniority, vacation forfeiture of 20 days or more, or a compulsory leave of absence without pay of 30 days or more.

2. Impartial Hearing Officer

a. It shall be the function of the Impartial Hearing Officer to determine the truth or falsity of the charge; 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 a hearing, and shall receive testimony and evidence offered by the employee and the complainant, and in addition, may summon witnesses and require the production of records and other data he/she deems appropriate to the hearing of the charges and the determination of the discipline.

b. 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.

3. Conduct of Hearings

a. The Port Authority shall be responsible for notifying in writing the Impartial Arbitrator, the employee and the Union of the date, time and place of the disciplinary hearing. The notice of hearing may be served by fax to the Union and must be served either personally or by

registered mail, return receipt, upon the employee at his/her last known address on file with the Port Authority. The notice of hearing must be received by the Union and the employee no less than ten (10) business days, excluding legal holidays, prior to the date of the hearing. In determining whether the employee has had ten (10) business days' notice of the hearing, the following shall be deemed to be legal holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day, and in the event any of these days falls upon a Sunday, the following Monday.

b. Except as otherwise provided, or unless otherwise modified, the procedure and conduct of such hearings and all incidental proceedings shall be determined by the Impartial Hearing Officer, but in any event:

(1) hearings shall be conducted informally;

(2) the employee may appear in person or by an authorized representative; and the employee and his/her representative may produce, examine or cross-examine witnesses, submit other evidence, make oral arguments and submit memoranda or other written statements;

(3) a stenographic record shall be kept in all major disciplinary proceedings and a copy shall be provided to the Union at no cost. All records of a major discipline shall be available for inspection by the employee on his/her own time during ordinary business hours of the Port Authority for twelve (12) months after the last day of the hearing;

(4) except as provided in Paragraphs B. and E. 4., no evidence of prior misdeeds or offenses other than those charged shall be received or inquired into.

c. The Impartial Hearing Officer may call and examine such witnesses as he/she deems necessary or appropriate.

d. In general, the order of procedure at the hearing shall be as follows, but the Impartial Hearing Officer may vary the order of procedure in his/her discretion:

First: The alleged offense or violation and/or an opening statement shall be presented by the Port Authority. The employee or his/her representative shall be requested to state summarily the employee's position with respect thereto.

Second: The testimony 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 Impartial Hearing Officer (and if the charges are preferred by a member of the Port Authority staff, by such member or his/her representative) and then to cross-examination by the employee or his/her representative, and thereafter to such re-direct or re-cross examination as may be necessary.

Third: The testimony 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/her representative, and then to a cross-examination by the Impartial Hearing Officer (and if the charges are preferred by a member of the Port Authority staff, by such member or his/her 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/her 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/her 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.

4. Findings

   a. Within thirty (30) days following the conclusion of a hearing the Impartial Hearing Officer shall make the 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 the findings.

   b. The Impartial Hearing Officer shall make a determination for disciplinary action if he/she finds the charges sustained and, in so

doing, may receive and consider the employee's Performance Rating Reports and any records of prior disciplinary proceedings.

c. The decision and award of the Impartial Hearing Officer shall be final and binding upon the Port Authority, the Union and the employee.

5. Fees and Expenses

All fees and expenses of the Impartial Hearing Officer shall be divided equally between the parties, except that the Impartial Hearing Officer shall have the discretion, in appropriate cases, to direct that fees and expenses of the Impartial Hearing Officer, or a percentage in excess of 50%, shall be paid by the Port Authority should the Impartial Hearing Officer fail to sustain the discipline requested or imposed. Each party shall bear the cost of preparing and presenting its own case.

6. Scheduling of Hearings

All disciplinary hearings and meetings shall be scheduled between the hours of 7:00 a.m. and 7:00 p.m. Employees participating in a minor discipline hearing whose tour of duty is outside those hours may, with ten (10) days' notice to the employee, have their tour of duty changed without payment of schedule change premium. Under no circumstances will a disciplinary hearing or meeting be held on an employee's regular day off or on a vacation day. All necessary witnesses will be excused from duty, with overtime when appropriate, and with all applicable benefits for the purpose of attending disciplinary hearings. In major discipline cases only, the employee and all necessary witnesses will be excused for the tour. All participants in a major discipline case must provide their own transportation to the hearing.

7. Discovery

a. No later than five (5) business days prior to the hearing the Port Authority will provide the Union with any and all written memos, statements and other documentation, evidence, names of witnesses to the event or events and all other material which is in the possession of the Port Authority which relates to the events in question and the charges. The current practice pursuant to which the Union and/or the employee is permitted access to log books and other records in order to prepare his/her defense shall continue.

b. Failure to provide exculpatory material and/or failure to comply with a material provision of this negotiated agreement shall cause the charge to be dismissed with prejudice. Other failures on the part of the Port Authority to comply with this negotiated agreement shall be considered

by the Impartial Arbitrator who shall have authority to use his/her discretion to determine what remedy, if any, shall be granted to the employee.

8. Adjournments

   The employee shall be entitled to one 10-day adjournment of the hearing. He/she shall also be entitled to one other adjournment of the hearing, if the proof offered at the hearing is at variance, in any material respect, with the Notice. The Impartial Hearing Officer may use his/her discretion to grant any other adjournments.

F. Temporary Suspensions Without Pay

1. Any employee may be temporarily suspended without pay pending the completion of disciplinary proceedings; and such temporary suspension shall not be deemed to constitute disciplinary action unless the charges are thereafter sustained.

2. 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; compulsory leave of absence without pay.

3. If the charges are not sustained, the employee shall be restored to duty upon the completion of the disciplinary proceedings, and shall then receive his/her full pay for the period during which he/she was temporarily suspended.

4. No employee shall be suspended without pay unless the Port Authority meets upon request of the Union with the Union and/or the employee within three working days following service of the notice upon the employee and the Union.

5. Nothing contained in the Disciplinary Proceedings Section shall be deemed to prevent suspending employees with pay, pending the completion of disciplinary proceedings or for other administrative purposes.

G. Waiver of Rights, Resignations Pending Disciplinary Proceedings

1. An employee may waive his/her right to a hearing, and may do so either before or after the hearing has commenced. All such waivers must be in writing. No employee shall be requested to sign a waiver unless the President of the Union or his/her designee is present.

2. The failure to appear at a hearing after notice shall constitute a waiver of such hearing unless the Impartial Hearing Officer finds such failure excusable.

3. 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 the employee's record and entry made "Resigned under charges pending disciplinary hearing."

H. Docket Entries

The Director of Human Resources 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 adjournments, whether the right to file briefs was requested and the date fixed for such filing, the findings of the Impartial Hearing Officer, etc. Each case shall be numbered consecutively.

I. Union Time Off

The President of the Union shall have the right to designate one Union representative to have full time off with pay and benefits for the purpose of representation of members served with the Notice as set forth in § IV G.2.

XVI. Medical Hearings

A. This provision applies only to permanent classified employees (see PAI 20-1.01 "Categories of Port Authority Employment", dated July 10, 1970.)

B. 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.

C. In all cases where an employee is to be removed from his/her position for reasons of mental or physical disability, the Assistant General Counsel, Employment Relations Unit of the Law Department notifies the employee in writing of the intention to do so and informs the employee 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 Human Resources Department's records.

D. If either the employee or the Union fails to request a hearing within fourteen (14) days after the delivery of such notice, such hearing is considered waived.

E. If the employee or the Union requests a hearing, the hearing shall be before an Impartial Arbitrator selected from the panel as agreed to by both parties.

F. Removal Procedure

1. 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."

2. The initiative in each case is to be taken by the department head in the form of a memorandum addressed to the Assistant General Counsel, Employment Relations Unit of the Law Department, recommending the particular action to be taken.

3. The Assistant General Counsel, Employment Relations Unit of the Law Department notifies the initiating department head whether the recommendation is approved or disapproved.

4. If the recommendation is approved, the Assistant General Counsel, Employment Relations Unit of the Law Department sends out the letter of notification to the employee. It is the responsibility of the Assistant General Counsel, Employment Relations Unit of the Law Department to follow up the notification. At the end of the fourteen (14) day period provided, the Assistant General Counsel, Employment Relations Unit of the Law 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 Assistant General Counsel, Employment Relations Unit of the Law Department notifies the initiating department so that an Impartial Arbitrator may be selected and a hearing scheduled.

5. It is the additional responsibility of the Law Department to provide such services to the Impartial Arbitrator as may be required.

G. Hearing Procedure

1. The Impartial Arbitrator investigates and determines whether the employee is mentally or physically incapable of performing his/her duties. The findings and recommendations of the Impartial Arbitrator shall be final and binding upon the Union, the employee and the Port Authority.

2. The Impartial Arbitrator shall afford the employee an opportunity to appear before him/her 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 Impartial Arbitrator 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 Impartial Arbitrator in arriving at his/her conclusion.

3. The Impartial Arbitrator is not confined to evidence and testimony presented at hearings at which the employee is present, but may base his/her findings and recommendations upon investigations made or data received outside of such hearings.

4. The fee of the Impartial Arbitrator shall be paid by the Port Authority. Each party however shall bear the cost of preparing and presenting its own case.

XVII. Vacations

A. The vacation policies, procedures and allowances as set forth in PAI 20-3.01 ("Vacations"), dated October 17, 1974, incorporating Change Notice No. 119 and annexed hereto as Exhibit "F", shall apply to employees in the covered membership.

B. Facility vacation schedules shall encompass all weeks of the calendar year except that for those weeks in which 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/her vacation.

C. Vacation forfeiture shall be effected only pursuant to the Disciplinary Procedure set forth in Section XV.

D. Upon the execution of this Memorandum of Agreement employees in the covered membership may exchange vacation as set forth below. If an employee meets either of the criteria set forth in Paragraph 1. or 2., below; they may elect to receive either a bi-weekly or lump sum cash payment.

1. Employees, who have perfect attendance during the period December 1st through November 30th, may elect to exchange up to one year's allowance (beyond 10 days) of their following year's vacation allowance for a bi-weekly or lump sum cash payment.

2. Employees who have 3 or less days of sick or IOD absence during the period December 1st through November 30th may exchange up to 5 days of their following year's vacation for a bi-weekly or lump sum cash payment.

XVIII. Sick Leave Allowance Plan

A. All employees in the covered membership hired on or after the execution of the Memorandum of Agreement shall earn a maximum of ten (10) sick days per year.

Employees hired prior to execution of the Memorandum of Agreement shall continue to earn a maximum of twelve (12) sick days per year. All employees will earn one day per month during the year in accordance with the existing policy until their annual maximum allowance of sick days is reached.

B. The Director, Labor Relations may extend sick leave benefits beyond the limits stated above but only after all the employee's sick leave benefits have been exhausted. In evaluating whether to extend such benefits, the Director, Labor Relations shall consider the entire record of the employee including his/her performance and attendance.

C. An employee who fails to report to work on work days immediately adjacent to or on Port Authority holidays must provide his/her supervisor with a Doctor's note immediately upon his/her return to work in order to be compensated for such absence.

D. Representatives of the Port Authority and the Union shall cooperate to control any abuses of the foregoing plan.

E. The Sick Leave Incentive Plan set forth in Exhibit "G" annexed hereto shall apply to employees in the covered membership.

XIX. Injury on Duty - Definition and Procedure

A. To be classified as an "injury on duty" the injury must occur while the employee was:

1. on duty; or

2. on a meal or relief period during a tour of duty while on the facility premises; or

3. en route to or from his/her work station while on the facility premises, including proceeding directly to or from a designated parking area assigned to that facility, or engaged in preliminary or postliminary work activities on the facility premises normally associated with the employee's duties and responsibilities up to twenty (20) minutes before or after a tour of duty.

B. No injury shall be classified as an "injury on duty" if it resulted from:

1. conduct which the employee knew or should have known created a risk of injury including the use of prescription drugs; or

2. impairment due to the use of alcohol or an illegal drug; or

3. the employee's failure to follow safety instructions and/or failure to wear required safety equipment provided to the employee.

C. If an employee is injured under any of the circumstances set forth in Paragraph A. above, he/she must report the injury to his/her supervisor immediately. The employee must complete and submit a PA Form 360 within twenty-four (24) hours after the injury occurs. If an employee is unable to complete the PA Form 360 due to the severity of the injury, or for other good and sufficient cause the supervisor must complete the PA Form 360 within twenty-four (24) hours of the occurrence of the injury.

D. Days absent from work during the first occurrence of absence directly resulting from a classified injury on duty shall not result in a diminution of the employee's sick bank or count as a sick absence.

E. An employee who was absent due to a classified injury on duty and who is returned to full duty by management after the Office of Medical Services (OMS) has determined that the employee is medically fit to resume his/her full duties and who thereafter is absent additional time from work due to the original injury will have such additional time absent recorded as sick absence and deducted from his/her sick bank.

F. An employee who was absent due to a classified injury on duty and who is conditionally returned to full duty by management after OMS has determined that the employee is medically fit to resume his/her full duties on a conditional basis, must be re-evaluated by OMS within twelve (12) calendar days of returning to work. In the event the conditional basis is not removed by OMS at the time of the first evaluation, the employee must be re-evaluated by OMS every twelve (12) calendar days thereafter in order that a medical determination may be made whether or not the conditional basis of such return may be removed.

An employee who was absent due to a classified injury on duty and who is returned to duty with a medical restriction by management after OMS has determined that the employee is medically fit to resume his/her duties with a medical restriction, must be re-evaluated as determined by OMS in order that a medical determination may be made whether or not the medical restriction may be removed.

As long as the employee remains conditionally returned or returned to duty with a medical restriction, any time absent from work directly due to the original injury will be recorded as part of the initial absence due to the injury on duty. However, once the conditional basis of return or medical restriction has been removed, if the employee thereafter is absent additional time from work due to the original injury he/she will have such additional time absent recorded as sick absence and deducted from his/her sick bank.

The administration of conditional return and medical restriction shall be applied both reasonably and fairly. The parties recognize that the goal of all involved is to return employees to work as soon as practicable. Accordingly, a return to work on a conditional basis or medical restriction shall be utilized as needed and in an

evenhanded manner. However, those individuals who are returned to work on a conditional basis or medical restriction shall not impact upon an individual who is at a higher level and must perform the work he/she would normally perform within the job specification (and within the limitations set by OMS) while at the same time not affecting another employee in that job classification who is not on a restriction.

G. In cases of injury on duty where there is a disagreement between the Port Authority Office of Medical Services (OMS) and a Union employee's treating physician concerning whether a) the Union employee 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 Union employee a list of at least three physicians from among whom the Union employee shall, within 48 hours of receipt of the list, notify OMS of his/her selected choice and will promptly make an appointment for the purpose of obtaining a medical opinion on this issue. If the Union employee requests an additional list of at least three physicians, then the OMS shall provide an additional list to the Union employee, provided that the Union employee makes such request in writing to the OMS within three working days of the Union employee's receipt of the first list. The opinion of that physician as to whether a) the Union employee 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 Union employee and the Union and not subject to the Grievance Arbitration Procedure of the Memorandum of Agreement.

XX. Long-Term Disability

Employees in the covered membership shall have the long-term disability plan in effect for managerial employees as of December 31, 1986, and as in effect for members of other bargaining units.

XXI. Indemnification

The Port Authority will defend and indemnify all employees in the covered membership against civil liability arising from activities and/or omissions within the scope of their employment. The Port Authority will not, however, defend or indemnify an employee in a criminal matter, or defend or indemnify where a judgment or award is found against the employee if it is the result of a criminal act and, in addition, will not pay any award for punitive damages found against said employee.

XXII. Step Increase

The Port Authority will continue to have the right, for cause, to deny, withhold or temporarily withhold, prospectively, a step or in-grade increase. Such action will be governed by the same procedures which govern discipline, as set forth in Section XV.

XXIII. Military Leave

A. Employees in the covered membership who are on involuntary short-term military leave shall not be scheduled to work on the Saturday or Sunday immediately following their return from such duty if the duty terminates on a Friday nor shall they be scheduled to work on the Sunday immediately following their return from such duty if the duty terminates on a Saturday.

B. 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"), dated August 24,1972 annexed as Exhibit "H", except as modified in Attachment B (Memorandum – Mary Lee Hannell to Joseph J. Seymour dated April 29, 2003).

XXIV. Excused Absence; Compassionate Leave; Personal Leave

A. Except as set forth herein, excused absences shall be governed by PAI 20-3.05 ("Excused Absences"), dated August 3, 1967, annexed hereto as Exhibit "I".

B. In addition, during the term of this Memorandum of Agreement, employees in the covered membership shall be granted up to three (3) days of compassionate leave without pay in any one calendar year to attend the funeral of a relative or for the serious illness of a member of their immediate family (spouse, child, parent, brother, sister, spouse's parent, other person living in the employee's home), when such time off is not otherwise covered by PAI 20-3.05 ("Excused Absences"), dated August 3, 1967.

C. During the term of this Memorandum of Agreement, the excused absences set forth in Section III, Paragraph A. 5, 6, 7, and 8 of PAI 20-3.05 shall be deemed stricken from the said PAI, and effective April 7,1987, in lieu thereof, employees in the covered membership shall each receive four (4) days of paid excused absence per annum for such reasons as the employee may deem necessary. Effective June 30, 1992, employees in the covered membership will no longer receive excused time for donating blood to the Port Authority Blood Bank.

D. Employees who have perfect attendance (no sick absences, IOD, or unexcused absence) for the twelve (12) month period from December 1 to November 30 shall be eligible to convert sixteen (16) hours of compensatory time to personal leave days in the calendar year following the close of the twelve (12) month review period (December 1 – November 30). Employees who have utilized five (5) or less sick days during the review period shall be able to convert eight (8) hours of compensatory time to a personal leave day as set forth above. In the year 2004, all employees in the covered membership shall be able to convert eight (8) hours of compensatory time to a personal leave day.

E. The following pro-rata schedule of personal days shall apply during an employee's first year of employment. New employees hired after February 15 but before May 15 shall receive three personal days; those hired between May 15 and

before August 15, two personal days; and those between August 15 and before October 15, one personal day. Employees hired on or after October 15 shall not receive any personal days that year.

F. Employees requesting personal excused time should give as much notice as possible in order to avoid scheduling conflicts. Requests by employees for excused absences, as set forth in Paragraph C of this Section, shall not be unreasonably denied. Denial for such time off shall not be predicated upon the need to cover the tour on an overtime basis.

XXV. Leave of Absence

A. The leave of absence policy for employees in the covered membership shall be as set forth in PAI 20-3.06 ("Leave of Absence"), dated June 30, 1976, annexed hereto as Exhibit "J".

B. The maternity leave of absence policy for employees in the covered membership shall be as set forth in PAI 20-3.12 ("Maternity Leave"), dated August 6, 1981, annexed hereto in Exhibit "K".

XXVI. Jury Duty

Employees in the covered membership involuntarily serving jury duty for a period not exceeding three (3) consecutive weeks shall have their work schedules adjusted, if necessary, to provide the Saturday and Sunday off which fall between jury duty weeks. Work schedules for weekends immediately preceding or following jury duty shall not be adjusted.

XXVII. Compensatory Time

A. Employees in the covered membership may continue to bank up to ninety-six (96) hours of positive compensatory time. Effective September 20, 1987, overtime hours to be banked will be limited to Fair Labor Standards Act (FLSA) overtime. (FLSA overtime hours are hours actually worked in excess of 40 in a seven consecutive day period in accordance with the FLSA.)

B. During the term of this Memorandum of Agreement, each employee shall be afforded the option of designating up to 96 hours in a compensatory time bank in lieu of receiving overtime pay. Each employee exercising this option may during every other pay period, designate or redesignate a maximum number of hours (not to exceed 96 such hours) to be included in his/her 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 an employee's compensatory time bank exceeds the new hourly maximum; the employee 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 established policies.

C. Employees who have perfect attendance (no sick absences, IOD, or unexcused absence) for the twelve (12) month period from December 1 to November 30 shall be able to convert sixteen (16) hours of compensatory time to personal leave days in the calendar year following the close of the twelve (12) month review period (December 1 – November 30). Employees who have utilized five (5) or less sick days during the review period shall be able to convert eight (8) hours of compensatory time to a personal leave day as set forth above. In the year 2004, all employees in the covered membership shall be able to convert eight (8) hours of compensatory time to a personal leave day.

D. If approved by facility or division management, employees in the covered membership may be granted up to sixteen (16) hours of negative compensatory time. The repayment of negative compensatory time at straight time rates may be scheduled at the discretion of facility or division management for operation and scheduling reasons, such as for 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 the overtime roster.

E. Compensatory Time Requests:

1. Requests for comp time will be granted subject to operational emergencies (including but not limited to snow emergencies, fires, floods, transit strikes and/or unusual circumstances), major holidays which includes any heavy travel day directly associated with that holiday, and the ability to cover the position with a qualified TWU employee.

2. Requests for comp time may not be denied if the denial is predicated upon the need to cover the tour on an overtime basis. Overtime assignments as a result of comp time requests will be covered on a voluntary basis. If there are no volunteers to work overtime, the comp time request will be denied.

3. Requests for comp time must be submitted in writing to the appropriate staff designated to handle comp time requests no earlier than thirty (30) calendar days and no later than ten (10) calendar days before the date requested.

4. Requests for comp time will be processed on a first come, first served basis.

5. If there are excess qualified members working a tour, an employee may make a request for comp time on less than ten (10) calendar days' notice. Approval of comp time requests on less than ten (10) calendar days' notice is subject to management's discretion.

6. The appropriate staff will notify the employee of the status of his/her request as soon as possible, but no later than five (5) calendar days before the date requested. If the request for comp time is made on less than ten (10) calendar days' notice, the employee will be notified of the status of the request five (5) calendar days before the date requested if possible, or as soon as practicable.

XXVIII. Schedule Change Premium

In accordance with past practice, schedule change premiums shall be paid pursuant to PAI 20-3.07 ("Work Schedules - Pay Plan C (Non-Police) Employees"), dated May 23, 1972, including Change Notice No. 93, dated June 29, 1973, (Exhibit "L"), only in the event that less than fifteen (15) days' notice is given. No regular days off shall be changed within the fifteen (15) day period, including those of employees in the covered membership assigned to relief positions.

XXIX. Regular Days Off

A. At the end of any calendar year in which an employee has received fewer than 104 regular days off, the number of regular days off received by such employees shall be subtracted from 104, and with respect to any resulting day or days he/she shall receive twelve (12) hours compensatory time or payment at overtime rates to the extent he/she has not already received compensatory time or overtime pay with respect to such day or days. At the end of any calendar year in which an employee has received more than 104 regular days off, such days off in excess of 104 shall be repaid by the deduction from the compensatory time bank of eight (8) hours of compensatory time for any such excess day or days, but to the extent accumulated time in the compensatory time bank is insufficient to provide for such repayment of a day-for-day basis, repayment shall be accomplished by:

1. Reducing the vacation allowance by one day for each excess day, or

2. Scheduling of any days in excess of 104 in the employee's work schedule.

B. An employee scheduled to work on his/her regular day off who reports for work will be guaranteed eight (8) hours of work. An employee scheduled to work on a regular day off which is canceled prior to actually reporting at the facility will have the option to report and work a minimum of four (4) hours or, if he/she elects, may voluntarily remain off duty.

C. Work schedules of employees in the covered membership will be reviewed and revised where appropriate on at least a quarterly basis to minimize year-end scheduling deficiencies. In the event such a deficiency occurs as a result of improper scheduling, an employee will not be required to work more than seven consecutive days, nor will the employee be required to pay back days which cannot be made up under normal staffing practices.

XXX. Holidays

A. Except as provided herein, the holiday policy and procedures as set forth in PAI 20-3.02 ("Port Authority Holidays"), dated June 7, 1971, and annexed hereto as Exhibit "M" shall apply to employees in the covered membership.

B. Notwithstanding Paragraph II, A of PAI 20-3.02, Veterans Day is observed on November 11th.

C. Martin Luther King, Jr.'s birthday, a national holiday, shall continue to be a holiday in the schedule of holidays applicable to employees in the covered membership, without loss of pay or any other benefit.

XXXI. Uniform Allowance

A. Effective July 28, 2007, the annual uniform allowance for Toll Collectors and Senior Toll Collectors, payable in three installments, shall be 2% of the top base salary as shown on Exhibit "B" for said classification consistent with PAI 20- 4.01 ("Uniform Allowances"), dated January 14, 1974, annexed hereto as Exhibit "N".

B. Effective, July 28, 2007, the annual uniform allowance for Tunnel and Bridge Agents, Senior Tunnel and Bridge Agents, Information Agents II and Information Agents III shall be 2% of the top base salary as shown on Exhibit "B" for said classification consistent with PAI 20-4.01, annexed hereto as Exhibit "N".

C. Effective July 28, 2007, the annual uniform allowance for Security Guards shall be 2% of the top base salary as shown on Exhibit "B'" for said classification, consistent with PAI 20-4.01, annexed hereto as Exhibit "N". Security Guards shall receive their Uniform Allowance on the same schedule as Tunnel and Bridge Agents.

D. Effective January 1, 2009 each employee in the covered membership shall be entitled to a maximum of $200 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.

E. The Port Authority shall purchase and issue appropriate foul weather gear for all employees in the covered membership consistent with PAI 20-4.01, annexed hereto as Exhibit "N".

XXXII. Personal Vehicles

A. Convenient parking or appropriate transportation arrangements shall be provided for employees in the covered membership who work at the Palisades Interstate Parkway Plaza, the George Washington Bridge, and in the vicinity of the International Arrivals Building at John F. Kennedy International Airport.

B. When a Department Director or an organization unit head requests an employee in the covered membership to use his/her own vehicle on Port Authority business, damage to the vehicle resulting from such use shall be recompensed by the Port Authority for that portion of losses deemed unrecoverable.

XXXIII. Mileage Allowance and Vehicle Usage

The mileage reimbursement rate shall be the same as in effect for Service "B" employees. Procedures governing the use of employee-owned vehicles on Port Authority business are as described in PAI 15-3.05 ("Use of Rented and Employee-Owned Vehicles"), dated August 16, 1983, annexed hereto as Exhibit "O".

XXXIV. Paychecks

A. The Port Authority shall provide paychecks to employees on Friday paydays by 2:00 p.m. Employees will be paid on a retrospective basis (for their work in the prior pay period rather than for the pay period just ending). 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 the employee with the basic bi-weekly salary. Checks will continue to be distributed to the individual employee's facility. All other current paycheck practices will remain in effect, except that in the event the paycheck is not provided to an employee by 2:00 p.m. on Friday, the employee shall receive two (2) hours of straight-time pay if it is necessary to stand by or report to the facility in order to receive the check.

B. At Tunnels, Bridges and Terminals facilities, if paychecks are delivered to the facility on Wednesday, paychecks shall be distributed to employees in the covered membership working 4:00 p.m. to midnight on Wednesday, and to employees working midnight to 8:00 a.m. and 8:00 a.m. to 4:00 p.m. on Thursday.

C. Represented employees at JFK will continue to receive their paychecks on Thursdays in accordance with the current procedure.

XXXV. Retirement

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

B. Any shift differential, premium or other payments made to employees 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.

XXXVI. Complaints

A. Any time a supervisor receives a patron complaint, the supervisor shall record the complaint in writing and give a copy of such to the affected employee(s). The employee shall be given an opportunity to rebut any allegation against him/her. If the complaint is written the employee shall be given a copy thereof in addition to a copy of the supervisor's record with the name and address of the complainant deleted from both documents.

B. After receiving a complaint letter, facility management shall confirm or reject the complaint. Unless the complaint is written or confirmed in writing by the complainant within forty-five (45) days after the incident which gave rise to it, the complaint may not be the basis for disciplinary action. If so written or confirmed, the complaint may be the basis for disciplinary action.

C. Any unsubstantiated, withdrawn or unsigned complaint letters shall be rejected and may not be used in or be the subject of a disciplinary proceeding and shall be removed from the employee's file. Any written or confirmed complaints concerning an employee which do not result in disciplinary proceedings shall be maintained in the employee's file in accordance with provisions of Paragraph G of this Section.

D. If a complaint letter is confirmed and the complainant is willing to appear at a disciplinary proceeding to testify to the event, a hearing will be scheduled in accordance with the Disciplinary Procedures. On the day of the hearing, if both the employee and the complainant are interested, an opportunity to discuss settlement will be provided prior to commencement of the hearing.

E. The Port Authority and the Union shall each have the right to one adjournment. The Union and the Port Authority must, where possible, give at least three (3) business days' notice prior to the scheduled hearing of its request for an adjournment. The Union shall notify the Assistant General Counsel, Employment Relations Unit of the Law Department of its request for an adjournment and the Assistant General Counsel, Employment Relations Unit of the Law Department or his/her designee shall contact the Union of its request for an adjournment. The party requesting the adjournment shall bear all costs of the adjournment.

F. The Port Authority may request an adjournment if the complainant is unable to appear on the date the hearing is scheduled. If after an adjournment the complainant is still unable or unwilling to appear and testify at a disciplinary hearing, the case will be dismissed with prejudice and a copy of the complaint letter and any employee statement in rebuttal shall be expunged from the employee's file and may not be used in connection with any subsequent disciplinary proceeding.

G. If no other complaint letters concerning an employee are received within six months from the date of the last complaint letter concerning an employee, all prior complaint letters concerning an employee will be removed from the employee's file and

discarded. If a complaint letter concerning an employee is received within a six-month period from the date of the last complaint letter concerning an employee, all prior complaint letters concerning an employee shall be maintained in the file until the last complaint is resolved.

XXXVII. Work Rules - Certain Class Titles

The Port Authority and the Union have negotiated work rule changes pertaining to certain class titles, including but not limited to Toll Collectors, Tunnel and Bridge Agents, and Aviation Operations. Such work rules have been annexed hereto as Exhibit "Q" and form a part of this Memorandum of Agreement.

XXXVIII. Safety and Health Standards

A. 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.

B. 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 in conformance.

C. The Union shall designate one employee in the covered membership at each facility to serve as a Safety Representative in the discussion of safety matters affecting employees in the covered membership. The Union Safety Representative shall have the right to participate, without loss of pay and/or benefits in all Safety Coordinator meetings at the facility, if the agenda deals with safety matters affecting employees in the covered membership.

XXXIX. Labor Management Meetings

The Port Authority encourages its management and the representatives of the Union to meet periodically to discuss and resolve operational and procedural problems, which may arise out of interpretation of this Memorandum of Agreement and/or existing Port Authority policy and procedure statements.

XL. Agreement Booklets

The Port Authority, at its sole expense, shall furnish the Union with six hundred (600) copies of this Memorandum of Agreement within sixty (60) days after the execution of this Memorandum of Agreement.

XLI. Agreement Administration

The Port Authority agrees to make available to the Union all relevant data the Union may require to negotiate collectively and to properly administer this Memorandum of Agreement.

XLII. Representation Fee

A. Representation Fee

During the term of this Memorandum of Agreement, all employees in the covered membership who have not presented a signed dues checkoff authorization form or who have revoked such authorization in accordance with Section IV 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 Union 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 subsequent modification to the representation fee to be deducted, the Union 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 Union. Any change in the amount of the representation fee to be deducted shall be made upon written notification by the Union to the Port Authority.

C. Representation Fee Deductions

1. The representation fee shall be deducted from non-members’ wages or salary in equal bi-weekly installments. The amount of representation fees so deducted shall be transmitted monthly to the designated Union representative along with the membership dues and assessments deducted pursuant to Section IV of this Memorandum of Agreement.

2. 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-members placement in or re-entry into a position classification covered by this Memorandum of Agreement.

3. If, during the term of this Memorandum of Agreement, after July 28, 2002 the non-member files a signed dues check off authorization form in accordance with Section IV 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 (2) standard pay periods following the filing of such signed dues check off authorization form.

XLIII. Longevity

A. Longevity shall be based upon the base salary of the employees. Commencing on July 28, 2007, longevity shall be:

Years of Service	Annually
After completion of 5 years of service:	1.5 %
After completion of 10 years of service:	2.5%
After completion of 15 years of service:	3.5%
After completion of 20 years of service:	4.5%
After completion of 25 years of service:	5.5%

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

XLIV. Miscellaneous

A. Information Agents shall replace all Lobby Information Agents as positions become available.

B. The agreement setting forth the Port Authority Bus Terminal Lobby Desk Staffing Procedure, revised August 1982, annexed hereto as Exhibit “R” shall remain operative during the term of this Memorandum of Agreement.

C. When temporary employees are hired for additional work requirements or as back-up, they shall only perform duties in connection with the job specification for the title in which they were hired.

D. The Office of Medical Services shall not schedule medical examinations of employees in the covered membership on their regular days off. Employees shall not be disciplined for failure to appear for such examination so scheduled.

E. Relatives may work at the same facility so long as they do not have a supervisory/subordinate relationship.

F. The provisions of AP 20-4.54 "Tuition Assistance Program" dated April 12, 1994, annexed hereto as Exhibit "S", shall apply to employees in the covered membership.

G. The provisions of PAI 40-1.01 "Issuance and Use of Port Authority Passes", revised December 20, 1973, annexed hereto as Exhibit "T", shall apply to employees in the covered membership.

H. During the term of this Memorandum of Agreement, Toll Collectors will be granted five (5) minutes of deposit time in addition to the ten (10) minutes already granted at the end of their tour.

I. Each overtime distribution policy currently in effect for employees in the covered membership will provide for a ten (10) minute grace period which begins when the facility telephones the employee at the number listed in the employee's facility file to offer an overtime opportunity. If available, a message will be left on an answering machine or a beeper or with a person answering at that telephone number. In the event the employee does not contact the facility during the ten (10) minute grace period the next eligible employee may be offered the overtime opportunity.

J. During the term of this Memorandum of Agreement, employees in the covered membership will be eligible for direct deposit of pay on the same basis as management employees.

K. During the term of this Memorandum of Agreement, employees in the covered membership will be eligible to participate in the New York State Deferred Compensation Plan (I.R.C. Section 457 plan) in effect for certain Port Authority employees.

L. In addition to training referred to in the letter dated August 14, 1984, from Anthony J. Barber to Shirley Kelly (annexed hereto as Attachment 8), formal classroom instruction or formal, technical instruction in the field (other than routine on-the-job training ("OJT") or familiarization by employees in the covered membership) will entitle the employee doing the instruction to the flat fee per day. Effective with the execution of this Memorandum of Agreement, the flat fee should be $30.00 per day.

M. During the term of this Memorandum of Agreement, Bus Terminal Agents, Tunnel & Bridge Agents and Senior Tunnel & Bridge Agents will receive a flat payment of $30.00 for conducting non-routine OJT assignments. (This does not include facility familiarization). Procedures will be developed with respect to selecting volunteers for OJT assignments along the lines already in place in the current Attachment 8.

N. The Port Authority will provide the President of the Union with promotion announcements for positions represented by the Union.

O. Effective June 30, 1992, meal allowances paid for overtime work will be discontinued.

P. Any employee in the covered membership who works on the night that the clocks are changed from Daylight Savings Time to Eastern Standard Time will be paid for eight (8) hours regular pay and one (1) hour of overtime. This applies only to employees who are working a tour that is affected by the changing of the clocks and who have actually worked nine (9) hours.

Q. The Union will create a committee to work with the Human Resources Department on training initiatives in an effort to advance the career opportunities of its members.

R. Covered employees who take public transportation to work will be eligible to participate in the TransitChek Program as set forth in Exhibit "X", up to $65.00 per month effective the first quarter that TransitCheks are available following the execution of the Agreement.

XLV. Savings Clause

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.

XLVI. Term of Agreement

A. The term of this Memorandum of Agreement shall commence at 12:00 a.m. on July 28, 2007 and shall expire at 11:59 p.m. on January 27, 2012.

B. 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.

Negotiations between the Port Authority and the Union with respect to a Memorandum of Agreement for a term to immediately succeed the term of this Memorandum of Agreement shall commence on or before November 1, 2011.

Dated: Newark, NJ
April 16, 2009

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

By: _____
Manager,
Labor Relations Department

(Witness) _____

(Witness) _____

(Witness) _____

LOCAL 1400,
TRANSPORT WORKERS UNION,
AFL/CIO

By: _____
President

(Witness) _____

(Witness) _____

(Witness) _____

(Witness) _____

(Witness) _____

EXHIBIT A

CLASS TITLE AND SALARY RANGE NUMBERS AS COVERED BY MEMORANDUM OF AGREEMENT WITH TRANSPORT WORKERS UNION LOCAL 1400 (TWU)

CLASS CODE	CLASS TITLE	SALARY RANGE
1287	Visual Presentation Specialist III	C-50
2014	Senior Airport Operations Agent	C-49
2011	Senior Tunnel and Bridge Agent	C-49
2046	Cargo Agent	C-48
2010	Tunnel and Bridge Agent	C-47
2013	Airport Operations Agent	C-47
2012	Bus Terminal Agent	C-47
2804	Information Agent III	C-47
2801	Information Agent II	C-45
2220	Automotive Service Agent	C-45
2228	Motor Vehicle Agent	C-45
2305	Senior Toll Collector	C-71
2811	Senior Information Services Operator	C-44
2800	Information Agent I	C-40
2050	Mail Transporter	C-43
2408	Senior Building and Grounds Attendant	C-43
2300	Toll Collector	C-70
2301	Part-time Toll Collector	C-70
2810	Information Services Operator	C-42
2407	Building and Grounds Attendant	C-41
2026	Red Cap	C-35
2015	Security Guard	C-72

CLASS TITLE AND SALARY RANGE NUMBERS OF FOOD SERVICES CLASSES AS COVERED BY MEMORANDUM OF AGREEMENT WITH TRANSPORT WORKERS UNION LOCAL 1400 (TWU)

CLASS CODE	CLASS TITLE	SALARY RANGE
1670	Cook	C-60
1668	Assistant Cook	C-58
1656	Catering Assistant	C-57
1661	Food Services Worker II	C-57
1669	Second Cook	C-57
1657	Salad Maker	C-54
1655	Cafeteria Cashier	C-53
1654 **	Cafeteria Cashier (Part-Time)	C-61 *
1650	Cafeteria Attendant	C-52 *
1660	Food Service Worker I	C-52 *
1652 **	Food Service Worker I (Part-Time)	C-62 *

*Plus one meal

**50 Hour Bi-Weekly Employees

EXHIBIT B

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
34	1	1st Year	$1,158.00	$30,108.00
	2	2nd Year	$1,250.00	$32,500.00
	3	3rd Year	$1,350.00	$35,100.00
	4	4th Year	$1,457.00	$37,882.00
	5	5th Year+	$1,572.00	$40,872.00
35	Single Rate		$1,279.00	$33,254.00
36	1	1st Year	$1,260.00	$32,760.00
	2	2nd Year	$1,756.00	$45,656.00
	3	3rd Year	$1,823.00	$47,398.00
	4	4th Year	$1,917.00	$49,842.00
	5	5th Year+	$2,019.00	$52,494.00
37*	1	1st Year	$598.00	$15,548.00
	2	2nd Year	$947.00	$24,622.00
	3	3rd Year	$981.00	$25,506.00
	4	4th Year	$1,034.00	$26,884.00
	5	5th Year+	$1,083.00	$28,158.00
39	1	1st Year	$958.00	$24,908.00
	2	2nd Year	$1,511.00	$39,286.00
	3	3rd Year	$1,569.00	$40,794.00
	4	4th Year	$1,650.00	$42,900.00
	5	5th Year+	$1,729.00	$44,954.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
34	1	1st Year	$1,199.00	$31,174.00
	2	2nd Year	$1,294.00	$33,644.00
	3	3rd Year	$1,397.00	$36,322.00
	4	4th Year	$1,508.00	$39,208.00
	5	5th Year+	$1,627.00	$42,302.00
35	Single Rate		$1,324.00	$34,424.00
36	1	1st Year	$1,304.00	$33,904.00
	2	2nd Year	$1,817.00	$47,242.00
	3	3rd Year	$1,887.00	$49,062.00
	4	4th Year	$1,984.00	$51,584.00
	5	5th Year+	$2,090.00	$54,340.00
37*	1	1st Year	$619.00	$16,094.00
	2	2nd Year	$980.00	$25,480.00
	3	3rd Year	$1,015.00	$26,390.00
	4	4th Year	$1,070.00	$27,820.00
	5	5th Year+	$1,121.00	$29,146.00
39	1	1st Year	$992.00	$25,792.00
	2	2nd Year	$1,564.00	$40,664.00
	3	3rd Year	$1,624.00	$42,224.00
	4	4th Year	$1,708.00	$44,408.00
	5	5th Year+	$1,790.00	$46,540.00

42

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
40	1	1st Year	$1,187.00	$30,862.00
	2	2nd Year	$1,858.00	$48,308.00
	3	3rd Year	$1,951.00	$50,726.00
	4	4th Year	$2,033.00	$52,858.00
	5	5th Year+	$2,116.00	$55,016.00
41	1	1st Year	$1,061.00	$27,586.00
	2	2nd Year	$1,682.00	$43,732.00
	3	3rd Year	$1,757.00	$45,682.00
	4	4th Year	$1,826.00	$47,476.00
	5	5th Year+	$1,920.00	$49,920.00
42	1	1st Year	$1,115.00	$28,990.00
	2	2nd Year	$1,757.00	$45,682.00
	3	3rd Year	$1,826.00	$47,476.00
	4	4th Year	$1,920.00	$49,920.00
	5	5th Year+	$1,995.00	$51,870.00
43	1	1st Year	$1,165.00	$30,290.00
	2	2nd Year	$1,826.00	$47,476.00
	3	3rd Year	$1,920.00	$49,920.00
	4	4th Year	$1,995.00	$51,870.00
	5	5th Year+	$2,081.00	$54,106.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
40	1	1st Year	$1,229.00	$31,954.00
	2	2nd Year	$1,923.00	$49,998.00
	3	3rd Year	$2,019.00	$52,494.00
	4	4th Year	$2,104.00	$54,704.00
	5	5th Year+	$2,190.00	$56,940.00
41	1	1st Year	$1,098.00	$28,548.00
	2	2nd Year	$1,741.00	$45,266.00
	3	3rd Year	$1,818.00	$47,268.00
	4	4th Year	$1,890.00	$49,140.00
	5	5th Year+	$1,987.00	$51,662.00
42	1	1st Year	$1,154.00	$30,004.00
	2	2nd Year	$1,818.00	$47,268.00
	3	3rd Year	$1,890.00	$49,140.00
	4	4th Year	$1,987.00	$51,662.00
	5	5th Year+	$2,065.00	$53,690.00
43	1	1st Year	$1,206.00	$31,356.00
	2	2nd Year	$1,890.00	$49,140.00
	3	3rd Year	$1,987.00	$51,662.00
	4	4th Year	$2,065.00	$53,690.00
	5	5th Year+	$2,154.00	$56,004.00

43

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
44	1	1st Year	$1,221.00	$31,746.00
	2	2nd Year	$1,920.00	$49,920.00
	3	3rd Year	$1,995.00	$51,870.00
	4	4th Year	$2,081.00	$54,106.00
	5	5th Year+	$2,163.00	$56,238.00
45	1	1st Year	$1,268.00	$32,968.00
	2	2nd Year	$1,995.00	$51,870.00
	3	3rd Year	$2,081.00	$54,106.00
	4	4th Year	$2,163.00	$56,238.00
	5	5th Year+	$2,259.00	$58,734.00
46	1	1st Year	$1,327.00	$34,502.00
	2	2nd Year	$2,081.00	$54,106.00
	3	3rd Year	$2,163.00	$56,238.00
	4	4th Year	$2,259.00	$58,734.00
	5	5th Year+	$2,362.00	$61,412.00
47	1	1st Year	$1,383.00	$35,958.00
	2	2nd Year	$2,163.00	$56,238.00
	3	3rd Year	$2,259.00	$58,734.00
	4	4th Year	$2,362.00	$61,412.00
	5	5th Year+	$2,454.00	$63,804.00
47P	TBA Desk		$2,588.00	$67,288.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
44	1	1st Year	$1,264.00	$32,864.00
	2	2nd Year	$1,987.00	$51,662.00
	3	3rd Year	$2,065.00	$53,690.00
	4	4th Year	$2,154.00	$56,004.00
	5	5th Year+	$2,239.00	$58,214.00
45	1	1st Year	$1,312.00	$34,112.00
	2	2nd Year	$2,065.00	$53,690.00
	3	3rd Year	$2,154.00	$56,004.00
	4	4th Year	$2,239.00	$58,214.00
	5	5th Year+	$2,338.00	$60,788.00
46	1	1st Year	$1,373.00	$35,698.00
	2	2nd Year	$2,154.00	$56,004.00
	3	3rd Year	$2,239.00	$58,214.00
	4	4th Year	$2,338.00	$60,788.00
	5	5th Year+	$2,445.00	$63,570.00
47	1	1st Year	$1,431.00	$37,206.00
	2	2nd Year	$2,239.00	$58,214.00
	3	3rd Year	$2,338.00	$60,788.00
	4	4th Year	$2,445.00	$63,570.00
	5	5th Year+	$2,540.00	$66,040.00
47P	TBA Desk		$2,679.00	$69,654.00

44

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
48	1	1st Year	$1,430.00	$37,180.00
	2	2nd Year	$2,259.00	$58,734.00
	3	3rd Year	$2,362.00	$61,412.00
	4	4th Year	$2,454.00	$63,804.00
	5	5th Year+	$2,570.00	$66,820.00
49	1	1st Year	$1,490.00	$38,740.00
	2	2nd Year	$2,362.00	$61,412.00
	3	3rd Year	$2,454.00	$63,804.00
	4	4th Year	$2,570.00	$66,820.00
	5	5th Year+	$2,681.00	$69,706.00
50	1	1st Year	$1,559.00	$40,534.00
	2	2nd Year	$2,454.00	$63,804.00
	3	3rd Year	$2,570.00	$66,820.00
	4	4th Year	$2,681.00	$69,706.00
	5	5th Year+	$2,795.00	$72,670.00
52**	1	1st Year	$782.00	$20,332.00
	2	2nd Year	$1,196.00	$31,096.00
	3	3rd Year	$1,255.00	$32,630.00
	4	4th Year	$1,327.00	$34,502.00
	5	5th Year+	$1,395.00	$36,270.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
48	1	1st Year	$1,480.00	$38,480.00
	2	2nd Year	$2,338.00	$60,788.00
	3	3rd Year	$2,445.00	$63,570.00
	4	4th Year	$2,540.00	$66,040.00
	5	5th Year+	$2,660.00	$69,160.00
49	1	1st Year	$1,542.00	$40,092.00
	2	2nd Year	$2,445.00	$63,570.00
	3	3rd Year	$2,540.00	$66,040.00
	4	4th Year	$2,660.00	$69,160.00
	5	5th Year+	$2,775.00	$72,150.00
50	1	1st Year	$1,614.00	$41,964.00
	2	2nd Year	$2,540.00	$66,040.00
	3	3rd Year	$2,660.00	$69,160.00
	4	4th Year	$2,775.00	$72,150.00
	5	5th Year+	$2,893.00	$75,218.00
52**	1	1st Year	$809.00	$21,034.00
	2	2nd Year	$1,238.00	$32,188.00
	3	3rd Year	$1,299.00	$33,774.00
	4	4th Year	$1,373.00	$35,698.00
	5	5th Year+	$1,444.00	$37,544.00

45

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
53**	1	1st Year	$819.00	$21,294.00
	2	2nd Year	$1,255.00	$32,630.00
	3	3rd Year	$1,327.00	$34,502.00
	4	4th Year	$1,395.00	$36,270.00
	5	5th Year+	$1,476.00	$38,376.00
54**	1	1st Year	$841.00	$21,866.00
	2	2nd Year	$1,327.00	$34,502.00
	3	3rd Year	$1,395.00	$36,270.00
	4	4th Year	$1,476.00	$38,376.00
	5	5th Year+	$1,559.00	$40,534.00
57**	1	1st Year	$974.00	$25,324.00
	2	2nd Year	$1,559.00	$40,534.00
	3	3rd Year	$1,642.00	$42,692.00
	4	4th Year	$1,712.00	$44,512.00
	5	5th Year+	$1,805.00	$46,930.00
58**	1	1st Year	$1,135.00	$29,510.00
	2	2nd Year	$1,805.00	$46,930.00
	3	3rd Year	$1,879.00	$48,854.00
	4	4th Year	$1,960.00	$50,960.00
	5	5th Year+	$2,074.00	$53,924.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
53**	1	1st Year	$848.00	$22,048.00
	2	2nd Year	$1,299.00	$33,774.00
	3	3rd Year	$1,373.00	$35,698.00
	4	4th Year	$1,444.00	$37,544.00
	5	5th Year+	$1,528.00	$39,728.00
54**	1	1st Year	$870.00	$22,620.00
	2	2nd Year	$1,373.00	$35,698.00
	3	3rd Year	$1,444.00	$37,544.00
	4	4th Year	$1,528.00	$39,728.00
	5	5th Year+	$1,614.00	$41,964.00
57**	1	1st Year	$1,008.00	$26,208.00
	2	2nd Year	$1,614.00	$41,964.00
	3	3rd Year	$1,699.00	$44,174.00
	4	4th Year	$1,772.00	$46,072.00
	5	5th Year+	$1,868.00	$48,568.00
58**	1	1st Year	$1,175.00	$30,550.00
	2	2nd Year	$1,868.00	$48,568.00
	3	3rd Year	$1,945.00	$50,570.00
	4	4th Year	$2,029.00	$52,754.00
	5	5th Year+	$2,147.00	$55,822.00

46

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
60**	1	1st Year	$1,305.00	$33,930.00
	2	2nd Year	$2,074.00	$53,924.00
	3	3rd Year	$2,187.00	$56,862.00
	4	4th Year	$2,308.00	$60,008.00
	5	5th Year+	$2,422.00	$62,972.00
61*	1	1st Year	$572.00	$14,872.00
	2	2nd Year	$866.00	$22,516.00
	3	3rd Year	$914.00	$23,764.00
	4	4th Year	$962.00	$25,012.00
	5	5th Year+	$1,017.00	$26,442.00
62*	1	1st Year	$534.00	$13,884.00
	2	2nd Year	$827.00	$21,502.00
	3	3rd Year	$866.00	$22,516.00
	4	4th Year	$914.00	$23,764.00
	5	5th Year+	$962.00	$25,012.00
63*	1	1st Year	$591.00	$15,366.00
	2	2nd Year	$914.00	$23,764.00
	3	3rd Year	$962.00	$25,012.00
	4	4th Year	$1,017.00	$26,442.00
	5	5th Year+	$1,077.00	$28,002.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
60**	1	1st Year	$1,351.00	$35,126.00
	2	2nd Year	$2,147.00	$55,822.00
	3	3rd Year	$2,264.00	$58,864.00
	4	4th Year	$2,389.00	$62,114.00
	5	5th Year+	$2,507.00	$65,182.00
61*	1	1st Year	$592.00	$15,392.00
	2	2nd Year	$896.00	$23,296.00
	3	3rd Year	$946.00	$24,596.00
	4	4th Year	$996.00	$25,896.00
	5	5th Year+	$1,053.00	$27,378.00
62*	1	1st Year	$553.00	$14,378.00
	2	2nd Year	$856.00	$22,256.00
	3	3rd Year	$896.00	$23,296.00
	4	4th Year	$946.00	$24,596.00
	5	5th Year+	$996.00	$25,896.00
63*	1	1st Year	$612.00	$15,912.00
	2	2nd Year	$946.00	$24,596.00
	3	3rd Year	$996.00	$25,896.00
	4	4th Year	$1,053.00	$27,378.00
	5	5th Year+	$1,115.00	$28,990.00

47

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
70***	1	1st Year	$1,097.00	$28,522.00
	2	2nd Year	$1,717.00	$44,642.00
	3	3rd Year	$1,808.00	$47,008.00
	4	4th Year	$1,877.00	$48,802.00
	5	5th Year+	$2,024.00	$52,624.00
71****	1	1st Year	$1,206.00	$31,356.00
	2	2nd Year	$1,899.00	$49,374.00
	3	3rd Year	$1,988.00	$51,688.00
	4	4th Year	$2,083.00	$54,158.00
	5	5th Year+	$2,234.00	$58,084.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
70***	1	1st Year	$1,135.00	$29,510.00
	2	2nd Year	$1,777.00	$46,202.00
	3	3rd Year	$1,871.00	$48,646.00
	4	4th Year	$1,943.00	$50,518.00
	5	5th Year+	$2,095.00	$54,470.00
71****	1	1st Year	$1,248.00	$32,448.00
	2	2nd Year	$1,965.00	$51,090.00
	3	3rd Year	$2,058.00	$53,508.00
	4	4th Year	$2,156.00	$56,056.00
	5	5th Year+	$2,312.00	$60,112.00

* Ranges 37, 61, 62 and 63 are for a 25 hour week.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkout time incurred.

**** The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any checkout time incurred.

48

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
34	1	1st Year	$1,241.00	$32,266.00
	2	2nd Year	$1,339.00	$34,814.00
	3	3rd Year	$1,446.00	$37,596.00
	4	4th Year	$1,561.00	$40,586.00
	5	5th Year+	$1,684.00	$43,784.00
35	Single Rate		$1,370.00	$35,620.00
36	1	1st Year	$1,350.00	$35,100.00
	2	2nd Year	$1,881.00	$48,906.00
	3	3rd Year	$1,953.00	$50,778.00
	4	4th Year	$2,053.00	$53,378.00
	5	5th Year+	$2,163.00	$56,238.00
37*	1	1st Year	$641.00	$16,666.00
	2	2nd Year	$1,014.00	$26,364.00
	3	3rd Year	$1,051.00	$27,326.00
	4	4th Year	$1,107.00	$28,782.00
	5	5th Year+	$1,160.00	$30,160.00
39	1	1st Year	$1,027.00	$26,702.00
	2	2nd Year	$1,619.00	$42,094.00
	3	3rd Year	$1,681.00	$43,706.00
	4	4th Year	$1,768.00	$45,968.00
	5	5th Year+	$1,853.00	$48,178.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
34	1	1st Year	$1,297.00	$33,722.00
	2	2nd Year	$1,399.00	$36,374.00
	3	3rd Year	$1,511.00	$39,286.00
	4	4th Year	$1,631.00	$42,406.00
	5	5th Year+	$1,760.00	$45,760.00
35	Single Rate		$1,432.00	$37,232.00
36	1	1st Year	$1,411.00	$36,686.00
	2	2nd Year	$1,966.00	$51,116.00
	3	3rd Year	$2,041.00	$53,066.00
	4	4th Year	$2,145.00	$55,770.00
	5	5th Year+	$2,260.00	$58,760.00
37*	1	1st Year	$670.00	$17,420.00
	2	2nd Year	$1,060.00	$27,560.00
	3	3rd Year	$1,098.00	$28,548.00
	4	4th Year	$1,157.00	$30,082.00
	5	5th Year+	$1,212.00	$31,512.00
39	1	1st Year	$1,073.00	$27,898.00
	2	2nd Year	$1,692.00	$43,992.00
	3	3rd Year	$1,757.00	$45,682.00
	4	4th Year	$1,848.00	$48,048.00
	5	5th Year+	$1,936.00	$50,336.00

49

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
40	1	1st Year	$1,272.00	$33,072.00
	2	2nd Year	$1,990.00	$51,740.00
	3	3rd Year	$2,090.00	$54,340.00
	4	4th Year	$2,178.00	$56,628.00
	5	5th Year+	$2,267.00	$58,942.00
41	1	1st Year	$1,136.00	$29,536.00
	2	2nd Year	$1,802.00	$46,852.00
	3	3rd Year	$1,882.00	$48,932.00
	4	4th Year	$1,956.00	$50,856.00
	5	5th Year+	$2,057.00	$53,482.00
42	1	1st Year	$1,194.00	$31,044.00
	2	2nd Year	$1,882.00	$48,932.00
	3	3rd Year	$1,956.00	$50,856.00
	4	4th Year	$2,057.00	$53,482.00
	5	5th Year+	$2,137.00	$55,562.00
43	1	1st Year	$1,248.00	$32,448.00
	2	2nd Year	$1,956.00	$50,856.00
	3	3rd Year	$2,057.00	$53,482.00
	4	4th Year	$2,137.00	$55,562.00
	5	5th Year+	$2,229.00	$57,954.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
40	1	1st Year	$1,329.00	$34,554.00
	2	2nd Year	$2,080.00	$54,080.00
	3	3rd Year	$2,184.00	$56,784.00
	4	4th Year	$2,276.00	$59,176.00
	5	5th Year+	$2,369.00	$61,594.00
41	1	1st Year	$1,187.00	$30,862.00
	2	2nd Year	$1,883.00	$48,958.00
	3	3rd Year	$1,967.00	$51,142.00
	4	4th Year	$2,044.00	$53,144.00
	5	5th Year+	$2,150.00	$55,900.00
42	1	1st Year	$1,248.00	$32,448.00
	2	2nd Year	$1,967.00	$51,142.00
	3	3rd Year	$2,044.00	$53,144.00
	4	4th Year	$2,150.00	$55,900.00
	5	5th Year+	$2,233.00	$58,058.00
43	1	1st Year	$1,304.00	$33,904.00
	2	2nd Year	$2,044.00	$53,144.00
	3	3rd Year	$2,150.00	$55,900.00
	4	4th Year	$2,233.00	$58,058.00
	5	5th Year+	$2,329.00	$60,554.00

50

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
44	1	1st Year	$1,308.00	$34,008.00
	2	2nd Year	$2,057.00	$53,482.00
	3	3rd Year	$2,137.00	$55,562.00
	4	4th Year	$2,229.00	$57,954.00
	5	5th Year+	$2,317.00	$60,242.00
45	1	1st Year	$1,358.00	$35,308.00
	2	2nd Year	$2,137.00	$55,562.00
	3	3rd Year	$2,229.00	$57,954.00
	4	4th Year	$2,317.00	$60,242.00
	5	5th Year+	$2,420.00	$62,920.00
46	1	1st Year	$1,421.00	$36,946.00
	2	2nd Year	$2,229.00	$57,954.00
	3	3rd Year	$2,317.00	$60,242.00
	4	4th Year	$2,420.00	$62,920.00
	5	5th Year+	$2,531.00	$65,806.00
47	1	1st Year	$1,481.00	$38,506.00
	2	2nd Year	$2,317.00	$60,242.00
	3	3rd Year	$2,420.00	$62,920.00
	4	4th Year	$2,531.00	$65,806.00
	5	5th Year+	$2,629.00	$68,354.00
47P	TBA Desk		$2,773.00	$72,098.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
44	1	1st Year	$1,367.00	$35,542.00
	2	2nd Year	$2,150.00	$55,900.00
	3	3rd Year	$2,233.00	$58,058.00
	4	4th Year	$2,329.00	$60,554.00
	5	5th Year+	$2,421.00	$62,946.00
45	1	1st Year	$1,419.00	$36,894.00
	2	2nd Year	$2,233.00	$58,058.00
	3	3rd Year	$2,329.00	$60,554.00
	4	4th Year	$2,421.00	$62,946.00
	5	5th Year+	$2,529.00	$65,754.00
46	1	1st Year	$1,485.00	$38,610.00
	2	2nd Year	$2,329.00	$60,554.00
	3	3rd Year	$2,421.00	$62,946.00
	4	4th Year	$2,529.00	$65,754.00
	5	5th Year+	$2,645.00	$68,770.00
47	1	1st Year	$1,548.00	$40,248.00
	2	2nd Year	$2,421.00	$62,946.00
	3	3rd Year	$2,529.00	$65,754.00
	4	4th Year	$2,645.00	$68,770.00
	5	5th Year+	$2,747.00	$71,422.00
47P	TBA Desk		$2,898.00	$75,348.00

51

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
48	1	1st Year	$1,532.00	$39,832.00
	2	2nd Year	$2,420.00	$62,920.00
	3	3rd Year	$2,531.00	$65,806.00
	4	4th Year	$2,629.00	$68,354.00
	5	5th Year+	$2,753.00	$71,578.00
49	1	1st Year	$1,596.00	$41,496.00
	2	2nd Year	$2,531.00	$65,806.00
	3	3rd Year	$2,629.00	$68,354.00
	4	4th Year	$2,753.00	$71,578.00
	5	5th Year+	$2,872.00	$74,672.00
50	1	1st Year	$1,670.00	$43,420.00
	2	2nd Year	$2,629.00	$68,354.00
	3	3rd Year	$2,753.00	$71,578.00
	4	4th Year	$2,872.00	$74,672.00
	5	5th Year+	$2,994.00	$77,844.00
52**	1	1st Year	$837.00	$21,762.00
	2	2nd Year	$1,281.00	$33,306.00
	3	3rd Year	$1,344.00	$34,944.00
	4	4th Year	$1,421.00	$36,946.00
	5	5th Year+	$1,495.00	$38,870.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
48	1	1st Year	$1,601.00	$41,626.00
	2	2nd Year	$2,529.00	$65,754.00
	3	3rd Year	$2,645.00	$68,770.00
	4	4th Year	$2,747.00	$71,422.00
	5	5th Year+	$2,877.00	$74,802.00
49	1	1st Year	$1,668.00	$43,368.00
	2	2nd Year	$2,645.00	$68,770.00
	3	3rd Year	$2,747.00	$71,422.00
	4	4th Year	$2,877.00	$74,802.00
	5	5th Year+	$3,001.00	$78,026.00
50	1	1st Year	$1,745.00	$45,370.00
	2	2nd Year	$2,747.00	$71,422.00
	3	3rd Year	$2,877.00	$74,802.00
	4	4th Year	$3,001.00	$78,026.00
	5	5th Year+	$3,129.00	$81,354.00
52**	1	1st Year	$875.00	$22,750.00
	2	2nd Year	$1,339.00	$34,814.00
	3	3rd Year	$1,404.00	$36,504.00
	4	4th Year	$1,485.00	$38,610.00
	5	5th Year+	$1,562.00	$40,612.00

52

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
53**	1	1st Year	$878.00	$22,828.00
	2	2nd Year	$1,344.00	$34,944.00
	3	3rd Year	$1,421.00	$36,946.00
	4	4th Year	$1,495.00	$38,870.00
	5	5th Year+	$1,581.00	$41,106.00
54**	1	1st Year	$900.00	$23,400.00
	2	2nd Year	$1,421.00	$36,946.00
	3	3rd Year	$1,495.00	$38,870.00
	4	4th Year	$1,581.00	$41,106.00
	5	5th Year+	$1,670.00	$43,420.00
57**	1	1st Year	$1,043.00	$27,118.00
	2	2nd Year	$1,670.00	$43,420.00
	3	3rd Year	$1,758.00	$45,708.00
	4	4th Year	$1,834.00	$47,684.00
	5	5th Year+	$1,933.00	$50,258.00
58**	1	1st Year	$1,216.00	$31,616.00
	2	2nd Year	$1,933.00	$50,258.00
	3	3rd Year	$2,013.00	$52,338.00
	4	4th Year	$2,100.00	$54,600.00
	5	5th Year+	$2,222.00	$57,772.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
53**	1	1st Year	$918.00	$23,868.00
	2	2nd Year	$1,404.00	$36,504.00
	3	3rd Year	$1,485.00	$38,610.00
	4	4th Year	$1,562.00	$40,612.00
	5	5th Year+	$1,652.00	$42,952.00
54**	1	1st Year	$941.00	$24,466.00
	2	2nd Year	$1,485.00	$38,610.00
	3	3rd Year	$1,562.00	$40,612.00
	4	4th Year	$1,652.00	$42,952.00
	5	5th Year+	$1,745.00	$45,370.00
57**	1	1st Year	$1,090.00	$28,340.00
	2	2nd Year	$1,745.00	$45,370.00
	3	3rd Year	$1,837.00	$47,762.00
	4	4th Year	$1,917.00	$49,842.00
	5	5th Year+	$2,020.00	$52,520.00
58**	1	1st Year	$1,271.00	$33,046.00
	2	2nd Year	$2,020.00	$52,520.00
	3	3rd Year	$2,104.00	$54,704.00
	4	4th Year	$2,195.00	$57,070.00
	5	5th Year+	$2,322.00	$60,372.00

53

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
60**	1	1st Year	$1,398.00	$36,348.00
	2	2nd Year	$2,222.00	$57,772.00
	3	3rd Year	$2,343.00	$60,918.00
	4	4th Year	$2,473.00	$64,298.00
	5	5th Year+	$2,595.00	$67,470.00
61*	1	1st Year	$613.00	$15,938.00
	2	2nd Year	$927.00	$24,102.00
	3	3rd Year	$979.00	$25,454.00
	4	4th Year	$1,031.00	$26,806.00
	5	5th Year+	$1,090.00	$28,340.00
62*	1	1st Year	$572.00	$14,872.00
	2	2nd Year	$886.00	$23,036.00
	3	3rd Year	$927.00	$24,102.00
	4	4th Year	$979.00	$25,454.00
	5	5th Year+	$1,031.00	$26,806.00
63*	1	1st Year	$633.00	$16,458.00
	2	2nd Year	$979.00	$25,454.00
	3	3rd Year	$1,031.00	$26,806.00
	4	4th Year	$1,090.00	$28,340.00
	5	5th Year+	$1,154.00	$30,004.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
60**	1	1st Year	$1,461.00	$37,986.00
	2	2nd Year	$2,322.00	$60,372.00
	3	3rd Year	$2,448.00	$63,648.00
	4	4th Year	$2,584.00	$67,184.00
	5	5th Year+	$2,712.00	$70,512.00
61*	1	1st Year	$641.00	$16,666.00
	2	2nd Year	$969.00	$25,194.00
	3	3rd Year	$1,023.00	$26,598.00
	4	4th Year	$1,077.00	$28,002.00
	5	5th Year+	$1,139.00	$29,614.00
62*	1	1st Year	$598.00	$15,548.00
	2	2nd Year	$926.00	$24,076.00
	3	3rd Year	$969.00	$25,194.00
	4	4th Year	$1,023.00	$26,598.00
	5	5th Year+	$1,077.00	$28,002.00
63*	1	1st Year	$661.00	$17,186.00
	2	2nd Year	$1,023.00	$26,598.00
	3	3rd Year	$1,077.00	$28,002.00
	4	4th Year	$1,139.00	$29,614.00
	5	5th Year+	$1,206.00	$31,356.00

54

TWU – Salary Ranges for Employees Hired Before March 5, 1984

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
70***	1	1st Year	$1,175.00	$30,550.00
	2	2nd Year	$1,839.00	$47,814.00
	3	3rd Year	$1,936.00	$50,336.00
	4	4th Year	$2,011.00	$52,286.00
	5	5th Year+	$2,168.00	$56,368.00
71****	1	1st Year	$1,292.00	$33,592.00
	2	2nd Year	$2,034.00	$52,884.00
	3	3rd Year	$2,130.00	$55,380.00
	4	4th Year	$2,231.00	$58,006.00
	5	5th Year+	$2,393.00	$62,218.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
70***	1	1st Year	$1,228.00	$31,928.00
	2	2nd Year	$1,922.00	$49,972.00
	3	3rd Year	$2,023.00	$52,598.00
	4	4th Year	$2,101.00	$54,626.00
	5	5th Year+	$2,266.00	$58,916.00
71****	1	1st Year	$1,350.00	$35,100.00
	2	2nd Year	$2,126.00	$55,276.00
	3	3rd Year	$2,226.00	$57,876.00
	4	4th Year	$2,331.00	$60,606.00
	5	5th Year+	$2,501.00	$65,026.00

* Ranges 37, 61, 62 and 63 are for a 25 hour week.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkout time incurred.

**** The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any checkout time incurred.

55

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
34A	1	1st Year	$1,103.00	$28,678.00
	2	2nd Year	$1,250.00	$32,500.00
	3	3rd Year	$1,350.00	$35,100.00
	4	4th Year	$1,457.00	$37,882.00
	5	5th Year+	$1,572.00	$40,872.00
35A	Single Rate		$1,279.00	$33,254.00
36A	1	1st Year	$1,213.00	$31,538.00
	2	2nd Year	$1,538.00	$39,988.00
	3	3rd Year	$1,598.00	$41,548.00
	4	4th Year	$1,917.00	$49,842.00
	5	5th Year+	$2,019.00	$52,494.00
37A*	1	1st Year	$572.00	$14,872.00
	2	2nd Year	$808.00	$21,008.00
	3	3rd Year	$839.00	$21,814.00
	4	4th Year	$1,034.00	$26,884.00
	5	5th Year+	$1,083.00	$28,158.00
39A	1	1st Year	$920.00	$23,920.00
	2	2nd Year	$1,295.00	$33,670.00
	3	3rd Year	$1,346.00	$34,996.00
	4	4th Year	$1,650.00	$42,900.00
	5	5th Year+	$1,729.00	$44,954.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
34A	1	1st Year	$1,142.00	$29,692.00
	2	2nd Year	$1,294.00	$33,644.00
	3	3rd Year	$1,397.00	$36,322.00
	4	4th Year	$1,508.00	$39,208.00
	5	5th Year+	$1,627.00	$42,302.00
35A	Single Rate		$1,324.00	$34,424.00
36A	1	1st Year	$1,255.00	$32,630.00
	2	2nd Year	$1,592.00	$41,392.00
	3	3rd Year	$1,654.00	$43,004.00
	4	4th Year	$1,984.00	$51,584.00
	5	5th Year+	$2,090.00	$54,340.00
37A*	1	1st Year	$592.00	$15,392.00
	2	2nd Year	$836.00	$21,736.00
	3	3rd Year	$868.00	$22,568.00
	4	4th Year	$1,070.00	$27,820.00
	5	5th Year+	$1,121.00	$29,146.00
39A	1	1st Year	$952.00	$24,752.00
	2	2nd Year	$1,340.00	$34,840.00
	3	3rd Year	$1,393.00	$36,218.00
	4	4th Year	$1,708.00	$44,408.00
	5	5th Year+	$1,790.00	$46,540.00

56

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
40A	1	1st Year	$1,150.00	$29,900.00
	2	2nd Year	$1,595.00	$41,470.00
	3	3rd Year	$1,676.00	$43,576.00
	4	4th Year	$2,033.00	$52,858.00
	5	5th Year+	$2,116.00	$55,016.00
41A	1	1st Year	$1,026.00	$26,676.00
	2	2nd Year	$1,440.00	$37,440.00
	3	3rd Year	$1,507.00	$39,182.00
	4	4th Year	$1,826.00	$47,476.00
	5	5th Year+	$1,920.00	$49,920.00
42A	1	1st Year	$1,078.00	$28,028.00
	2	2nd Year	$1,507.00	$39,182.00
	3	3rd Year	$1,569.00	$40,794.00
	4	4th Year	$1,920.00	$49,920.00
	5	5th Year+	$1,995.00	$51,870.00
43A	1	1st Year	$1,129.00	$29,354.00
	2	2nd Year	$1,569.00	$40,794.00
	3	3rd Year	$1,647.00	$42,822.00
	4	4th Year	$1,995.00	$51,870.00
	5	5th Year+	$2,081.00	$54,106.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
40A	1	1st Year	$1,190.00	$30,940.00
	2	2nd Year	$1,651.00	$42,926.00
	3	3rd Year	$1,735.00	$45,110.00
	4	4th Year	$2,104.00	$54,704.00
	5	5th Year+	$2,190.00	$56,940.00
41A	1	1st Year	$1,062.00	$27,612.00
	2	2nd Year	$1,490.00	$38,740.00
	3	3rd Year	$1,560.00	$40,560.00
	4	4th Year	$1,890.00	$49,140.00
	5	5th Year+	$1,987.00	$51,662.00
42A	1	1st Year	$1,116.00	$29,016.00
	2	2nd Year	$1,560.00	$40,560.00
	3	3rd Year	$1,624.00	$42,224.00
	4	4th Year	$1,987.00	$51,662.00
	5	5th Year+	$2,065.00	$53,690.00
43A	1	1st Year	$1,169.00	$30,394.00
	2	2nd Year	$1,624.00	$42,224.00
	3	3rd Year	$1,705.00	$44,330.00
	4	4th Year	$2,065.00	$53,690.00
	5	5th Year+	$2,154.00	$56,004.00

57

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
44A	1	1st Year	$1,185.00	$30,810.00
	2	2nd Year	$1,647.00	$42,822.00
	3	3rd Year	$1,713.00	$44,538.00
	4	4th Year	$2,081.00	$54,106.00
	5	5th Year+	$2,163.00	$56,238.00
45A	1	1st Year	$1,233.00	$32,058.00
	2	2nd Year	$1,713.00	$44,538.00
	3	3rd Year	$1,781.00	$46,306.00
	4	4th Year	$2,163.00	$56,238.00
	5	5th Year+	$2,259.00	$58,734.00
46A	1	1st Year	$1,294.00	$33,644.00
	2	2nd Year	$1,781.00	$46,306.00
	3	3rd Year	$1,852.00	$48,152.00
	4	4th Year	$2,259.00	$58,734.00
	5	5th Year+	$2,362.00	$61,412.00
47A	1	1st Year	$1,347.00	$35,022.00
	2	2nd Year	$1,852.00	$48,152.00
	3	3rd Year	$1,939.00	$50,414.00
	4	4th Year	$2,362.00	$61,412.00
	5	5th Year+	$2,454.00	$63,804.00
47Q	TBA Desk		$2,588.00	$67,288.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
44A	1	1st Year	$1,226.00	$31,876.00
	2	2nd Year	$1,705.00	$44,330.00
	3	3rd Year	$1,773.00	$46,098.00
	4	4th Year	$2,154.00	$56,004.00
	5	5th Year+	$2,239.00	$58,214.00
45A	1	1st Year	$1,276.00	$33,176.00
	2	2nd Year	$1,773.00	$46,098.00
	3	3rd Year	$1,843.00	$47,918.00
	4	4th Year	$2,239.00	$58,214.00
	5	5th Year+	$2,338.00	$60,788.00
46A	1	1st Year	$1,339.00	$34,814.00
	2	2nd Year	$1,843.00	$47,918.00
	3	3rd Year	$1,917.00	$49,842.00
	4	4th Year	$2,338.00	$60,788.00
	5	5th Year+	$2,445.00	$63,570.00
47A	1	1st Year	$1,394.00	$36,244.00
	2	2nd Year	$1,917.00	$49,842.00
	3	3rd Year	$2,007.00	$52,182.00
	4	4th Year	$2,445.00	$63,570.00
	5	5th Year+	$2,540.00	$66,040.00
47Q	TBA Desk		$2,679.00	$69,654.00

58

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
48A	1	1st Year	$1,396.00	$36,296.00
	2	2nd Year	$1,902.00	$49,452.00
	3	3rd Year	$2,025.00	$52,650.00
	4	4th Year	$2,454.00	$63,804.00
	5	5th Year+	$2,570.00	$66,820.00
49A	1	1st Year	$1,457.00	$37,882.00
	2	2nd Year	$2,025.00	$52,650.00
	3	3rd Year	$2,107.00	$54,782.00
	4	4th Year	$2,570.00	$66,820.00
	5	5th Year+	$2,681.00	$69,706.00
50A	1	1st Year	$1,522.00	$39,572.00
	2	2nd Year	$2,107.00	$54,782.00
	3	3rd Year	$2,204.00	$57,304.00
	4	4th Year	$2,681.00	$69,706.00
	5	5th Year+	$2,795.00	$72,670.00
52A**	1	1st Year	$746.00	$19,396.00
	2	2nd Year	$1,026.00	$26,676.00
	3	3rd Year	$1,077.00	$28,002.00
	4	4th Year	$1,327.00	$34,502.00
	5	5th Year+	$1,395.00	$36,270.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
48A	1	1st Year	$1,445.00	$37,570.00
	2	2nd Year	$1,969.00	$51,194.00
	3	3rd Year	$2,096.00	$54,496.00
	4	4th Year	$2,540.00	$66,040.00
	5	5th Year+	$2,660.00	$69,160.00
49A	1	1st Year	$1,508.00	$39,208.00
	2	2nd Year	$2,096.00	$54,496.00
	3	3rd Year	$2,181.00	$56,706.00
	4	4th Year	$2,660.00	$69,160.00
	5	5th Year+	$2,775.00	$72,150.00
50A	1	1st Year	$1,575.00	$40,950.00
	2	2nd Year	$2,181.00	$56,706.00
	3	3rd Year	$2,281.00	$59,306.00
	4	4th Year	$2,775.00	$72,150.00
	5	5th Year+	$2,893.00	$75,218.00
52A**	1	1st Year	$772.00	$20,072.00
	2	2nd Year	$1,062.00	$27,612.00
	3	3rd Year	$1,115.00	$28,990.00
	4	4th Year	$1,373.00	$35,698.00
	5	5th Year+	$1,444.00	$37,544.00

59

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
53A**	1	1st Year	$783.00	$20,358.00
	2	2nd Year	$1,077.00	$28,002.00
	3	3rd Year	$1,141.00	$29,666.00
	4	4th Year	$1,395.00	$36,270.00
	5	5th Year+	$1,476.00	$38,376.00
54A**	1	1st Year	$806.00	$20,956.00
	2	2nd Year	$1,141.00	$29,666.00
	3	3rd Year	$1,197.00	$31,122.00
	4	4th Year	$1,476.00	$38,376.00
	5	5th Year+	$1,559.00	$40,534.00
57A**	1	1st Year	$939.00	$24,414.00
	2	2nd Year	$1,337.00	$34,762.00
	3	3rd Year	$1,402.00	$36,452.00
	4	4th Year	$1,712.00	$44,512.00
	5	5th Year+	$1,805.00	$46,930.00
58A**	1	1st Year	$1,102.00	$28,652.00
	2	2nd Year	$1,544.00	$40,144.00
	3	3rd Year	$1,610.00	$41,860.00
	4	4th Year	$1,960.00	$50,960.00
	5	5th Year+	$2,074.00	$53,924.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
53A**	1	1st Year	$810.00	$21,060.00
	2	2nd Year	$1,115.00	$28,990.00
	3	3rd Year	$1,181.00	$30,706.00
	4	4th Year	$1,444.00	$37,544.00
	5	5th Year+	$1,528.00	$39,728.00
54A**	1	1st Year	$834.00	$21,684.00
	2	2nd Year	$1,181.00	$30,706.00
	3	3rd Year	$1,239.00	$32,214.00
	4	4th Year	$1,528.00	$39,728.00
	5	5th Year+	$1,614.00	$41,964.00
57A**	1	1st Year	$972.00	$25,272.00
	2	2nd Year	$1,384.00	$35,984.00
	3	3rd Year	$1,451.00	$37,726.00
	4	4th Year	$1,772.00	$46,072.00
	5	5th Year+	$1,868.00	$48,568.00
58A**	1	1st Year	$1,141.00	$29,666.00
	2	2nd Year	$1,598.00	$41,548.00
	3	3rd Year	$1,666.00	$43,316.00
	4	4th Year	$2,029.00	$52,754.00
	5	5th Year+	$2,147.00	$55,822.00

60

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
60A**	1	1st Year	$1,268.00	$32,968.00
	2	2nd Year	$1,776.00	$46,176.00
	3	3rd Year	$1,876.00	$48,776.00
	4	4th Year	$2,308.00	$60,008.00
	5	5th Year+	$2,422.00	$62,972.00
61A*	1	1st Year	$536.00	$13,936.00
	2	2nd Year	$746.00	$19,396.00
	3	3rd Year	$786.00	$20,436.00
	4	4th Year	$962.00	$25,012.00
	5	5th Year+	$1,017.00	$26,442.00
62A*	1	1st Year	$514.00	$13,364.00
	2	2nd Year	$706.00	$18,356.00
	3	3rd Year	$746.00	$19,396.00
	4	4th Year	$914.00	$23,764.00
	5	5th Year+	$962.00	$25,012.00
63A*	1	1st Year	$556.00	$14,456.00
	2	2nd Year	$786.00	$20,436.00
	3	3rd Year	$825.00	$21,450.00
	4	4th Year	$1,017.00	$26,442.00
	5	5th Year+	$1,077.00	$28,002.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
60A**	1	1st Year	$1,312.00	$34,112.00
	2	2nd Year	$1,838.00	$47,788.00
	3	3rd Year	$1,942.00	$50,492.00
	4	4th Year	$2,389.00	$62,114.00
	5	5th Year+	$2,507.00	$65,182.00
61A*	1	1st Year	$555.00	$14,430.00
	2	2nd Year	$772.00	$20,072.00
	3	3rd Year	$814.00	$21,164.00
	4	4th Year	$996.00	$25,896.00
	5	5th Year+	$1,053.00	$27,378.00
62A*	1	1st Year	$532.00	$13,832.00
	2	2nd Year	$731.00	$19,006.00
	3	3rd Year	$772.00	$20,072.00
	4	4th Year	$946.00	$24,596.00
	5	5th Year+	$996.00	$25,896.00
63A*	1	1st Year	$575.00	$14,950.00
	2	2nd Year	$814.00	$21,164.00
	3	3rd Year	$854.00	$22,204.00
	4	4th Year	$1,053.00	$27,378.00
	5	5th Year+	$1,115.00	$28,990.00

61

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
70A***	1	1st Year	$1,066.00	$27,716.00
	2	2nd Year	$1,474.00	$38,324.00
	3	3rd Year	$1,548.00	$40,248.00
	4	4th Year	$1,877.00	$48,802.00
	5	5th Year+	$2,024.00	$52,624.00
71A****	1	1st Year	$1,172.00	$30,472.00
	2	2nd Year	$1,627.00	$42,302.00
	3	3rd Year	$1,704.00	$44,304.00
	4	4th Year	$2,083.00	$54,158.00
	5	5th Year+	$2,234.00	$58,084.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
70A***	1	1st Year	$1,103.00	$28,678.00
	2	2nd Year	$1,526.00	$39,676.00
	3	3rd Year	$1,602.00	$41,652.00
	4	4th Year	$1,943.00	$50,518.00
	5	5th Year+	$2,095.00	$54,470.00
71A****	1	1st Year	$1,213.00	$31,538.00
	2	2nd Year	$1,684.00	$43,784.00
	3	3rd Year	$1,764.00	$45,864.00
	4	4th Year	$2,156.00	$56,056.00
	5	5th Year+	$2,312.00	$60,112.00

* Ranges 37, 61, 62 and 63 are for a 25 hour week.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkout time incurred.

**** The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any checkout time incurred.

62

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
34A	1	1st Year	$1,182.00	$30,732.00
	2	2nd Year	$1,339.00	$34,814.00
	3	3rd Year	$1,446.00	$37,596.00
	4	4th Year	$1,561.00	$40,586.00
	5	5th Year+	$1,684.00	$43,784.00
35A	Single Rate		$1,370.00	$35,620.00
36A	1	1st Year	$1,299.00	$33,774.00
	2	2nd Year	$1,648.00	$42,848.00
	3	3rd Year	$1,712.00	$44,512.00
	4	4th Year	$2,053.00	$53,378.00
	5	5th Year+	$2,163.00	$56,238.00
37A*	1	1st Year	$613.00	$15,938.00
	2	2nd Year	$865.00	$22,490.00
	3	3rd Year	$898.00	$23,348.00
	4	4th Year	$1,107.00	$28,782.00
	5	5th Year+	$1,160.00	$30,160.00
39A	1	1st Year	$985.00	$25,610.00
	2	2nd Year	$1,387.00	$36,062.00
	3	3rd Year	$1,442.00	$37,492.00
	4	4th Year	$1,768.00	$45,968.00
	5	5th Year+	$1,853.00	$48,178.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
34A	1	1st Year	$1,235.00	$32,110.00
	2	2nd Year	$1,399.00	$36,374.00
	3	3rd Year	$1,511.00	$39,286.00
	4	4th Year	$1,631.00	$42,406.00
	5	5th Year+	$1,760.00	$45,760.00
35A	Single Rate		$1,432.00	$37,232.00
36A	1	1st Year	$1,357.00	$35,282.00
	2	2nd Year	$1,722.00	$44,772.00
	3	3rd Year	$1,789.00	$46,514.00
	4	4th Year	$2,145.00	$55,770.00
	5	5th Year+	$2,260.00	$58,760.00
37A*	1	1st Year	$641.00	$16,666.00
	2	2nd Year	$904.00	$23,504.00
	3	3rd Year	$938.00	$24,388.00
	4	4th Year	$1,157.00	$30,082.00
	5	5th Year+	$1,212.00	$31,512.00
39A	1	1st Year	$1,029.00	$26,754.00
	2	2nd Year	$1,449.00	$37,674.00
	3	3rd Year	$1,507.00	$39,182.00
	4	4th Year	$1,848.00	$48,048.00
	5	5th Year+	$1,936.00	$50,336.00

63

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
40A	1	1st Year	$1,232.00	$32,032.00
	2	2nd Year	$1,709.00	$44,434.00
	3	3rd Year	$1,796.00	$46,696.00
	4	4th Year	$2,178.00	$56,628.00
	5	5th Year+	$2,267.00	$58,942.00
41A	1	1st Year	$1,099.00	$28,574.00
	2	2nd Year	$1,542.00	$40,092.00
	3	3rd Year	$1,615.00	$41,990.00
	4	4th Year	$1,956.00	$50,856.00
	5	5th Year+	$2,057.00	$53,482.00
42A	1	1st Year	$1,155.00	$30,030.00
	2	2nd Year	$1,615.00	$41,990.00
	3	3rd Year	$1,681.00	$43,706.00
	4	4th Year	$2,057.00	$53,482.00
	5	5th Year+	$2,137.00	$55,562.00
43A	1	1st Year	$1,210.00	$31,460.00
	2	2nd Year	$1,681.00	$43,706.00
	3	3rd Year	$1,765.00	$45,890.00
	4	4th Year	$2,137.00	$55,562.00
	5	5th Year+	$2,229.00	$57,954.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
40A	1	1st Year	$1,287.00	$33,462.00
	2	2nd Year	$1,786.00	$46,436.00
	3	3rd Year	$1,877.00	$48,802.00
	4	4th Year	$2,276.00	$59,176.00
	5	5th Year+	$2,369.00	$61,594.00
41A	1	1st Year	$1,148.00	$29,848.00
	2	2nd Year	$1,611.00	$41,886.00
	3	3rd Year	$1,688.00	$43,888.00
	4	4th Year	$2,044.00	$53,144.00
	5	5th Year+	$2,150.00	$55,900.00
42A	1	1st Year	$1,207.00	$31,382.00
	2	2nd Year	$1,688.00	$43,888.00
	3	3rd Year	$1,757.00	$45,682.00
	4	4th Year	$2,150.00	$55,900.00
	5	5th Year+	$2,233.00	$58,058.00
43A	1	1st Year	$1,264.00	$32,864.00
	2	2nd Year	$1,757.00	$45,682.00
	3	3rd Year	$1,844.00	$47,944.00
	4	4th Year	$2,233.00	$58,058.00
	5	5th Year+	$2,329.00	$60,554.00

64

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
44A	1	1st Year	$1,269.00	$32,994.00
	2	2nd Year	$1,765.00	$45,890.00
	3	3rd Year	$1,835.00	$47,710.00
	4	4th Year	$2,229.00	$57,954.00
	5	5th Year+	$2,317.00	$60,242.00
45A	1	1st Year	$1,321.00	$34,346.00
	2	2nd Year	$1,835.00	$47,710.00
	3	3rd Year	$1,908.00	$49,608.00
	4	4th Year	$2,317.00	$60,242.00
	5	5th Year+	$2,420.00	$62,920.00
46A	1	1st Year	$1,386.00	$36,036.00
	2	2nd Year	$1,908.00	$49,608.00
	3	3rd Year	$1,984.00	$51,584.00
	4	4th Year	$2,420.00	$62,920.00
	5	5th Year+	$2,531.00	$65,806.00
47A	1	1st Year	$1,443.00	$37,518.00
	2	2nd Year	$1,984.00	$51,584.00
	3	3rd Year	$2,077.00	$54,002.00
	4	4th Year	$2,531.00	$65,806.00
	5	5th Year+	$2,629.00	$68,354.00
47Q	TBA Desk		$2,773.00	$72,098.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
44A	1	1st Year	$1,326.00	$34,476.00
	2	2nd Year	$1,844.00	$47,944.00
	3	3rd Year	$1,918.00	$49,868.00
	4	4th Year	$2,329.00	$60,554.00
	5	5th Year+	$2,421.00	$62,946.00
45A	1	1st Year	$1,380.00	$35,880.00
	2	2nd Year	$1,918.00	$49,868.00
	3	3rd Year	$1,994.00	$51,844.00
	4	4th Year	$2,421.00	$62,946.00
	5	5th Year+	$2,529.00	$65,754.00
46A	1	1st Year	$1,448.00	$37,648.00
	2	2nd Year	$1,994.00	$51,844.00
	3	3rd Year	$2,073.00	$53,898.00
	4	4th Year	$2,529.00	$65,754.00
	5	5th Year+	$2,645.00	$68,770.00
47A	1	1st Year	$1,508.00	$39,208.00
	2	2nd Year	$2,073.00	$53,898.00
	3	3rd Year	$2,170.00	$56,420.00
	4	4th Year	$2,645.00	$68,770.00
	5	5th Year+	$2,747.00	$71,422.00
47Q	TBA Desk		$2,898.00	$75,348.00

65

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
48A	1	1st Year	$1,496.00	$38,896.00
	2	2nd Year	$2,038.00	$52,988.00
	3	3rd Year	$2,169.00	$56,394.00
	4	4th Year	$2,629.00	$68,354.00
	5	5th Year+	$2,753.00	$71,578.00
49A	1	1st Year	$1,561.00	$40,586.00
	2	2nd Year	$2,169.00	$56,394.00
	3	3rd Year	$2,257.00	$58,682.00
	4	4th Year	$2,753.00	$71,578.00
	5	5th Year+	$2,872.00	$74,672.00
50A	1	1st Year	$1,630.00	$42,380.00
	2	2nd Year	$2,257.00	$58,682.00
	3	3rd Year	$2,361.00	$61,386.00
	4	4th Year	$2,872.00	$74,672.00
	5	5th Year+	$2,994.00	$77,844.00
52A**	1	1st Year	$799.00	$20,774.00
	2	2nd Year	$1,099.00	$28,574.00
	3	3rd Year	$1,154.00	$30,004.00
	4	4th Year	$1,421.00	$36,946.00
	5	5th Year+	$1,495.00	$38,870.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
48A	1	1st Year	$1,563.00	$40,638.00
	2	2nd Year	$2,130.00	$55,380.00
	3	3rd Year	$2,267.00	$58,942.00
	4	4th Year	$2,747.00	$71,422.00
	5	5th Year+	$2,877.00	$74,802.00
49A	1	1st Year	$1,631.00	$42,406.00
	2	2nd Year	$2,267.00	$58,942.00
	3	3rd Year	$2,359.00	$61,334.00
	4	4th Year	$2,877.00	$74,802.00
	5	5th Year+	$3,001.00	$78,026.00
50A	1	1st Year	$1,703.00	$44,278.00
	2	2nd Year	$2,359.00	$61,334.00
	3	3rd Year	$2,467.00	$64,142.00
	4	4th Year	$3,001.00	$78,026.00
	5	5th Year+	$3,129.00	$81,354.00
52A**	1	1st Year	$835.00	$21,710.00
	2	2nd Year	$1,148.00	$29,848.00
	3	3rd Year	$1,206.00	$31,356.00
	4	4th Year	$1,485.00	$38,610.00
	5	5th Year+	$1,562.00	$40,612.00

66

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
53A**	1	1st Year	$838.00	$21,788.00
	2	2nd Year	$1,154.00	$30,004.00
	3	3rd Year	$1,222.00	$31,772.00
	4	4th Year	$1,495.00	$38,870.00
	5	5th Year+	$1,581.00	$41,106.00
54A**	1	1st Year	$863.00	$22,438.00
	2	2nd Year	$1,222.00	$31,772.00
	3	3rd Year	$1,282.00	$33,332.00
	4	4th Year	$1,581.00	$41,106.00
	5	5th Year+	$1,670.00	$43,420.00
57A**	1	1st Year	$1,006.00	$26,156.00
	2	2nd Year	$1,432.00	$37,232.00
	3	3rd Year	$1,502.00	$39,052.00
	4	4th Year	$1,834.00	$47,684.00
	5	5th Year+	$1,933.00	$50,258.00
58A**	1	1st Year	$1,181.00	$30,706.00
	2	2nd Year	$1,654.00	$43,004.00
	3	3rd Year	$1,724.00	$44,824.00
	4	4th Year	$2,100.00	$54,600.00
	5	5th Year+	$2,222.00	$57,772.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
53A**	1	1st Year	$876.00	$22,776.00
	2	2nd Year	$1,206.00	$31,356.00
	3	3rd Year	$1,277.00	$33,202.00
	4	4th Year	$1,562.00	$40,612.00
	5	5th Year+	$1,652.00	$42,952.00
54A**	1	1st Year	$902.00	$23,452.00
	2	2nd Year	$1,277.00	$33,202.00
	3	3rd Year	$1,340.00	$34,840.00
	4	4th Year	$1,652.00	$42,952.00
	5	5th Year+	$1,745.00	$45,370.00
57A**	1	1st Year	$1,051.00	$27,326.00
	2	2nd Year	$1,496.00	$38,896.00
	3	3rd Year	$1,570.00	$40,820.00
	4	4th Year	$1,917.00	$49,842.00
	5	5th Year+	$2,020.00	$52,520.00
58A**	1	1st Year	$1,234.00	$32,084.00
	2	2nd Year	$1,728.00	$44,928.00
	3	3rd Year	$1,802.00	$46,852.00
	4	4th Year	$2,195.00	$57,070.00
	5	5th Year+	$2,322.00	$60,372.00

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
60A**	1	1st Year	$1,358.00	$35,308.00
	2	2nd Year	$1,902.00	$49,452.00
	3	3rd Year	$2,010.00	$52,260.00
	4	4th Year	$2,473.00	$64,298.00
	5	5th Year+	$2,595.00	$67,470.00
61A*	1	1st Year	$574.00	$14,924.00
	2	2nd Year	$799.00	$20,774.00
	3	3rd Year	$842.00	$21,892.00
	4	4th Year	$1,031.00	$26,806.00
	5	5th Year+	$1,090.00	$28,340.00
62A*	1	1st Year	$551.00	$14,326.00
	2	2nd Year	$757.00	$19,682.00
	3	3rd Year	$799.00	$20,774.00
	4	4th Year	$979.00	$25,454.00
	5	5th Year+	$1,031.00	$26,806.00
63A*	1	1st Year	$595.00	$15,470.00
	2	2nd Year	$842.00	$21,892.00
	3	3rd Year	$884.00	$22,984.00
	4	4th Year	$1,090.00	$28,340.00
	5	5th Year+	$1,154.00	$30,004.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
60A**	1	1st Year	$1,419.00	$36,894.00
	2	2nd Year	$1,988.00	$51,688.00
	3	3rd Year	$2,100.00	$54,600.00
	4	4th Year	$2,584.00	$67,184.00
	5	5th Year+	$2,712.00	$70,512.00
61A*	1	1st Year	$600.00	$15,600.00
	2	2nd Year	$835.00	$21,710.00
	3	3rd Year	$880.00	$22,880.00
	4	4th Year	$1,077.00	$28,002.00
	5	5th Year+	$1,139.00	$29,614.00
62A*	1	1st Year	$576.00	$14,976.00
	2	2nd Year	$791.00	$20,566.00
	3	3rd Year	$835.00	$21,710.00
	4	4th Year	$1,023.00	$26,598.00
	5	5th Year+	$1,077.00	$28,002.00
63A*	1	1st Year	$622.00	$16,172.00
	2	2nd Year	$880.00	$22,880.00
	3	3rd Year	$924.00	$24,024.00
	4	4th Year	$1,139.00	$29,614.00
	5	5th Year+	$1,206.00	$31,356.00

TWU – Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
70A***	1	1st Year	$1,142.00	$29,692.00
	2	2nd Year	$1,579.00	$41,054.00
	3	3rd Year	$1,658.00	$43,108.00
	4	4th Year	$2,011.00	$52,286.00
	5	5th Year+	$2,168.00	$56,368.00
71A****	1	1st Year	$1,255.00	$32,630.00
	2	2nd Year	$1,743.00	$45,318.00
	3	3rd Year	$1,826.00	$47,476.00
	4	4th Year	$2,231.00	$58,006.00
	5	5th Year+	$2,393.00	$62,218.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
70A***	1	1st Year	$1,193.00	$31,018.00
	2	2nd Year	$1,650.00	$42,900.00
	3	3rd Year	$1,733.00	$45,058.00
	4	4th Year	$2,101.00	$54,626.00
	5	5th Year+	$2,266.00	$58,916.00
71A****	1	1st Year	$1,311.00	$34,086.00
	2	2nd Year	$1,821.00	$47,346.00
	3	3rd Year	$1,908.00	$49,608.00
	4	4th Year	$2,331.00	$60,606.00
	5	5th Year+	$2,501.00	$65,026.00

* Ranges 37, 61, 62 and 63 are for a 25 hour week.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkout time incurred.

**** The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any checkout time incurred.

69

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
34B	1	1st Year	$1,103.00	$28,678.00
	2	2nd Year	$1,158.00	$30,108.00
	3	3rd Year	$1,250.00	$32,500.00
	4	4th Year	$1,350.00	$35,100.00
	5	5th Year	$1,457.00	$37,882.00
	6	6th Year+	$1,572.00	$40,872.00
35B	Single Rate		$1,279.00	$33,254.00
36B	1	1st Year	$1,213.00	$31,538.00
	2	2nd Year	$1,301.00	$33,826.00
	3	3rd Year	$1,538.00	$39,988.00
	4	4th Year	$1,598.00	$41,548.00
	5	5th Year	$1,917.00	$49,842.00
	6	6th Year+	$2,019.00	$52,494.00
37B*	1	1st Year	$572.00	$14,872.00
	2	2nd Year	$613.00	$15,938.00
	3	3rd Year	$808.00	$21,008.00
	4	4th Year	$839.00	$21,814.00
	5	5th Year	$1,034.00	$26,884.00
	6	6th Year+	$1,083.00	$28,158.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
34B	1	1st Year	$1,142.00	$29,692.00
	2	2nd Year	$1,199.00	$31,174.00
	3	3rd Year	$1,294.00	$33,644.00
	4	4th Year	$1,397.00	$36,322.00
	5	5th Year	$1,508.00	$39,208.00
	6	6th Year+	$1,627.00	$42,302.00
35B	Single Rate		$1,324.00	$34,424.00
36B	1	1st Year	$1,255.00	$32,630.00
	2	2nd Year	$1,347.00	$35,022.00
	3	3rd Year	$1,592.00	$41,392.00
	4	4th Year	$1,654.00	$43,004.00
	5	5th Year	$1,984.00	$51,584.00
	6	6th Year+	$2,090.00	$54,340.00
37B*	1	1st Year	$592.00	$15,392.00
	2	2nd Year	$634.00	$16,484.00
	3	3rd Year	$836.00	$21,736.00
	4	4th Year	$868.00	$22,568.00
	5	5th Year	$1,070.00	$27,820.00
	6	6th Year+	$1,121.00	$29,146.00

70

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
39B	1	1st Year	$920.00	$23,920.00
	2	2nd Year	$985.00	$25,610.00
	3	3rd Year	$1,295.00	$33,670.00
	4	4th Year	$1,346.00	$34,996.00
	5	5th Year	$1,650.00	$42,900.00
	6	6th Year+	$1,729.00	$44,954.00
40B	1	1st Year	$1,150.00	$29,900.00
	2	2nd Year	$1,233.00	$32,058.00
	3	3rd Year	$1,595.00	$41,470.00
	4	4th Year	$1,676.00	$43,576.00
	5	5th Year	$2,033.00	$52,858.00
	6	6th Year+	$2,116.00	$55,016.00
41B	1	1st Year	$1,026.00	$26,676.00
	2	2nd Year	$1,094.00	$28,444.00
	3	3rd Year	$1,440.00	$37,440.00
	4	4th Year	$1,507.00	$39,182.00
	5	5th Year	$1,826.00	$47,476.00
	6	6th Year+	$1,920.00	$49,920.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
39B	1	1st Year	$952.00	$24,752.00
	2	2nd Year	$1,019.00	$26,494.00
	3	3rd Year	$1,340.00	$34,840.00
	4	4th Year	$1,393.00	$36,218.00
	5	5th Year	$1,708.00	$44,408.00
	6	6th Year+	$1,790.00	$46,540.00
40B	1	1st Year	$1,190.00	$30,940.00
	2	2nd Year	$1,276.00	$33,176.00
	3	3rd Year	$1,651.00	$42,926.00
	4	4th Year	$1,735.00	$45,110.00
	5	5th Year	$2,104.00	$54,704.00
	6	6th Year+	$2,190.00	$56,940.00
41B	1	1st Year	$1,062.00	$27,612.00
	2	2nd Year	$1,132.00	$29,432.00
	3	3rd Year	$1,490.00	$38,740.00
	4	4th Year	$1,560.00	$40,560.00
	5	5th Year	$1,890.00	$49,140.00
	6	6th Year+	$1,987.00	$51,662.00

71

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
42B	1	1st Year	$1,078.00	$28,028.00
	2	2nd Year	$1,156.00	$30,056.00
	3	3rd Year	$1,507.00	$39,182.00
	4	4th Year	$1,569.00	$40,794.00
	5	5th Year	$1,920.00	$49,920.00
	6	6th Year+	$1,995.00	$51,870.00
43B	1	1st Year	$1,129.00	$29,354.00
	2	2nd Year	$1,209.00	$31,434.00
	3	3rd Year	$1,569.00	$40,794.00
	4	4th Year	$1,647.00	$42,822.00
	5	5th Year	$1,995.00	$51,870.00
	6	6th Year+	$2,081.00	$54,106.00
44B	1	1st Year	$1,185.00	$30,810.00
	2	2nd Year	$1,268.00	$32,968.00
	3	3rd Year	$1,647.00	$42,822.00
	4	4th Year	$1,713.00	$44,538.00
	5	5th Year	$2,081.00	$54,106.00
	6	6th Year+	$2,163.00	$56,238.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
42B	1	1st Year	$1,116.00	$29,016.00
	2	2nd Year	$1,196.00	$31,096.00
	3	3rd Year	$1,560.00	$40,560.00
	4	4th Year	$1,624.00	$42,224.00
	5	5th Year	$1,987.00	$51,662.00
	6	6th Year+	$2,065.00	$53,690.00
43B	1	1st Year	$1,169.00	$30,394.00
	2	2nd Year	$1,251.00	$32,526.00
	3	3rd Year	$1,624.00	$42,224.00
	4	4th Year	$1,705.00	$44,330.00
	5	5th Year	$2,065.00	$53,690.00
	6	6th Year+	$2,154.00	$56,004.00
44B	1	1st Year	$1,226.00	$31,876.00
	2	2nd Year	$1,312.00	$34,112.00
	3	3rd Year	$1,705.00	$44,330.00
	4	4th Year	$1,773.00	$46,098.00
	5	5th Year	$2,154.00	$56,004.00
	6	6th Year+	$2,239.00	$58,214.00

72

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
45B	1	1st Year	$1,233.00	$32,058.00
	2	2nd Year	$1,319.00	$34,294.00
	3	3rd Year	$1,713.00	$44,538.00
	4	4th Year	$1,781.00	$46,306.00
	5	5th Year	$2,163.00	$56,238.00
	6	6th Year+	$2,259.00	$58,734.00
46B	1	1st Year	$1,294.00	$33,644.00
	2	2nd Year	$1,385.00	$36,010.00
	3	3rd Year	$1,781.00	$46,306.00
	4	4th Year	$1,852.00	$48,152.00
	5	5th Year	$2,259.00	$58,734.00
	6	6th Year+	$2,362.00	$61,412.00
47B	1	1st Year	$1,347.00	$35,022.00
	2	2nd Year	$1,441.00	$37,466.00
	3	3rd Year	$1,852.00	$48,152.00
	4	4th Year	$1,939.00	$50,414.00
	5	5th Year	$2,362.00	$61,412.00
	6	6th Year+	$2,454.00	$63,804.00
47R	TBA Desk		$2,588.00	$67,288.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
45B	1	1st Year	$1,276.00	$33,176.00
	2	2nd Year	$1,365.00	$35,490.00
	3	3rd Year	$1,773.00	$46,098.00
	4	4th Year	$1,843.00	$47,918.00
	5	5th Year	$2,239.00	$58,214.00
	6	6th Year+	$2,338.00	$60,788.00
46B	1	1st Year	$1,339.00	$34,814.00
	2	2nd Year	$1,433.00	$37,258.00
	3	3rd Year	$1,843.00	$47,918.00
	4	4th Year	$1,917.00	$49,842.00
	5	5th Year	$2,338.00	$60,788.00
	6	6th Year+	$2,445.00	$63,570.00
47B	1	1st Year	$1,394.00	$36,244.00
	2	2nd Year	$1,491.00	$38,766.00
	3	3rd Year	$1,917.00	$49,842.00
	4	4th Year	$2,007.00	$52,182.00
	5	5th Year	$2,445.00	$63,570.00
	6	6th Year+	$2,540.00	$66,040.00
47R	TBA Desk		$2,679.00	$69,654.00

73

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
48B	1	1st Year	$1,396.00	$36,296.00
	2	2nd Year	$1,496.00	$38,896.00
	3	3rd Year	$1,902.00	$49,452.00
	4	4th Year	$2,025.00	$52,650.00
	5	5th Year	$2,454.00	$63,804.00
	6	6th Year+	$2,570.00	$66,820.00
49B	1	1st Year	$1,457.00	$37,882.00
	2	2nd Year	$1,559.00	$40,534.00
	3	3rd Year	$2,025.00	$52,650.00
	4	4th Year	$2,107.00	$54,782.00
	5	5th Year	$2,570.00	$66,820.00
	6	6th Year+	$2,681.00	$69,706.00
50B	1	1st Year	$1,522.00	$39,572.00
	2	2nd Year	$1,630.00	$42,380.00
	3	3rd Year	$2,107.00	$54,782.00
	4	4th Year	$2,204.00	$57,304.00
	5	5th Year	$2,681.00	$69,706.00
	6	6th Year+	$2,795.00	$72,670.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
48B	1	1st Year	$1,445.00	$37,570.00
	2	2nd Year	$1,548.00	$40,248.00
	3	3rd Year	$1,969.00	$51,194.00
	4	4th Year	$2,096.00	$54,496.00
	5	5th Year	$2,540.00	$66,040.00
	6	6th Year+	$2,660.00	$69,160.00
49B	1	1st Year	$1,508.00	$39,208.00
	2	2nd Year	$1,614.00	$41,964.00
	3	3rd Year	$2,096.00	$54,496.00
	4	4th Year	$2,181.00	$56,706.00
	5	5th Year	$2,660.00	$69,160.00
	6	6th Year+	$2,775.00	$72,150.00
50B	1	1st Year	$1,575.00	$40,950.00
	2	2nd Year	$1,687.00	$43,862.00
	3	3rd Year	$2,181.00	$56,706.00
	4	4th Year	$2,281.00	$59,306.00
	5	5th Year	$2,775.00	$72,150.00
	6	6th Year+	$2,893.00	$75,218.00

74

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
52B**	1	1st Year	$746.00	$19,396.00
	2	2nd Year	$798.00	$20,748.00
	3	3rd Year	$1,026.00	$26,676.00
	4	4th Year	$1,077.00	$28,002.00
	5	5th Year	$1,327.00	$34,502.00
	6	6th Year+	$1,395.00	$36,270.00
53B**	1	1st Year	$783.00	$20,358.00
	2	2nd Year	$837.00	$21,762.00
	3	3rd Year	$1,077.00	$28,002.00
	4	4th Year	$1,141.00	$29,666.00
	5	5th Year	$1,395.00	$36,270.00
	6	6th Year+	$1,476.00	$38,376.00
54B**	1	1st Year	$806.00	$20,956.00
	2	2nd Year	$864.00	$22,464.00
	3	3rd Year	$1,141.00	$29,666.00
	4	4th Year	$1,197.00	$31,122.00
	5	5th Year	$1,476.00	$38,376.00
	6	6th Year+	$1,559.00	$40,534.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
52B**	1	1st Year	$772.00	$20,072.00
	2	2nd Year	$826.00	$21,476.00
	3	3rd Year	$1,062.00	$27,612.00
	4	4th Year	$1,115.00	$28,990.00
	5	5th Year	$1,373.00	$35,698.00
	6	6th Year+	$1,444.00	$37,544.00
53B**	1	1st Year	$810.00	$21,060.00
	2	2nd Year	$866.00	$22,516.00
	3	3rd Year	$1,115.00	$28,990.00
	4	4th Year	$1,181.00	$30,706.00
	5	5th Year	$1,444.00	$37,544.00
	6	6th Year+	$1,528.00	$39,728.00
54B**	1	1st Year	$834.00	$21,684.00
	2	2nd Year	$894.00	$23,244.00
	3	3rd Year	$1,181.00	$30,706.00
	4	4th Year	$1,239.00	$32,214.00
	5	5th Year	$1,528.00	$39,728.00
	6	6th Year+	$1,614.00	$41,964.00

75

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
57B**	1	1st Year	$939.00	$24,414.00
	2	2nd Year	$1,005.00	$26,130.00
	3	3rd Year	$1,337.00	$34,762.00
	4	4th Year	$1,402.00	$36,452.00
	5	5th Year	$1,712.00	$44,512.00
	6	6th Year+	$1,805.00	$46,930.00
58B**	1	1st Year	$1,102.00	$28,652.00
	2	2nd Year	$1,179.00	$30,654.00
	3	3rd Year	$1,544.00	$40,144.00
	4	4th Year	$1,610.00	$41,860.00
	5	5th Year	$1,960.00	$50,960.00
	6	6th Year+	$2,074.00	$53,924.00
60B**	1	1st Year	$1,268.00	$32,968.00
	2	2nd Year	$1,356.00	$35,256.00
	3	3rd Year	$1,776.00	$46,176.00
	4	4th Year	$1,876.00	$48,776.00
	5	5th Year	$2,308.00	$60,008.00
	6	6th Year+	$2,422.00	$62,972.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
57B**	1	1st Year	$972.00	$25,272.00
	2	2nd Year	$1,040.00	$27,040.00
	3	3rd Year	$1,384.00	$35,984.00
	4	4th Year	$1,451.00	$37,726.00
	5	5th Year	$1,772.00	$46,072.00
	6	6th Year+	$1,868.00	$48,568.00
58B**	1	1st Year	$1,141.00	$29,666.00
	2	2nd Year	$1,220.00	$31,720.00
	3	3rd Year	$1,598.00	$41,548.00
	4	4th Year	$1,666.00	$43,316.00
	5	5th Year	$2,029.00	$52,754.00
	6	6th Year+	$2,147.00	$55,822.00
60B**	1	1st Year	$1,312.00	$34,112.00
	2	2nd Year	$1,403.00	$36,478.00
	3	3rd Year	$1,838.00	$47,788.00
	4	4th Year	$1,942.00	$50,492.00
	5	5th Year	$2,389.00	$62,114.00
	6	6th Year+	$2,507.00	$65,182.00

76

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
61B*	1	1st Year	$536.00	$13,936.00
	2	2nd Year	$573.00	$14,898.00
	3	3rd Year	$746.00	$19,396.00
	4	4th Year	$786.00	$20,436.00
	5	5th Year	$962.00	$25,012.00
	6	6th Year+	$1,017.00	$26,442.00
62B*	1	1st Year	$514.00	$13,364.00
	2	2nd Year	$552.00	$14,352.00
	3	3rd Year	$706.00	$18,356.00
	4	4th Year	$746.00	$19,396.00
	5	5th Year	$914.00	$23,764.00
	6	6th Year+	$962.00	$25,012.00
63B*	1	1st Year	$556.00	$14,456.00
	2	2nd Year	$595.00	$15,470.00
	3	3rd Year	$786.00	$20,436.00
	4	4th Year	$825.00	$21,450.00
	5	5th Year	$1,017.00	$26,442.00
	6	6th Year+	$1,077.00	$28,002.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
61B*	1	1st Year	$555.00	$14,430.00
	2	2nd Year	$593.00	$15,418.00
	3	3rd Year	$772.00	$20,072.00
	4	4th Year	$814.00	$21,164.00
	5	5th Year	$996.00	$25,896.00
	6	6th Year+	$1,053.00	$27,378.00
62B*	1	1st Year	$532.00	$13,832.00
	2	2nd Year	$571.00	$14,846.00
	3	3rd Year	$731.00	$19,006.00
	4	4th Year	$772.00	$20,072.00
	5	5th Year	$946.00	$24,596.00
	6	6th Year+	$996.00	$25,896.00
63B*	1	1st Year	$575.00	$14,950.00
	2	2nd Year	$616.00	$16,016.00
	3	3rd Year	$814.00	$21,164.00
	4	4th Year	$854.00	$22,204.00
	5	5th Year	$1,053.00	$27,378.00
	6	6th Year+	$1,115.00	$28,990.00

77

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
70B***	1	1st Year	$1,066.00	$27,716.00
	2	2nd Year	$1,141.00	$29,666.00
	3	3rd Year	$1,474.00	$38,324.00
	4	4th Year	$1,548.00	$40,248.00
	5	5th Year	$1,877.00	$48,802.00
	6	6th Year+	$2,024.00	$52,624.00
71B****	1	1st Year	$1,172.00	$30,472.00
	2	2nd Year	$1,254.00	$32,604.00
	3	3rd Year	$1,627.00	$42,302.00
	4	4th Year	$1,704.00	$44,304.00
	5	5th Year	$2,083.00	$54,158.00
	6	6th Year+	$2,234.00	$58,084.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
70B***	1	1st Year	$1,103.00	$28,678.00
	2	2nd Year	$1,181.00	$30,706.00
	3	3rd Year	$1,526.00	$39,676.00
	4	4th Year	$1,602.00	$41,652.00
	5	5th Year	$1,943.00	$50,518.00
	6	6th Year+	$2,095.00	$54,470.00
71B****	1	1st Year	$1,213.00	$31,538.00
	2	2nd Year	$1,298.00	$33,748.00
	3	3rd Year	$1,684.00	$43,784.00
	4	4th Year	$1,764.00	$45,864.00
	5	5th Year	$2,156.00	$56,056.00
	6	6th Year+	$2,312.00	$60,112.00

* Ranges 37, 61, 62 and 63 are for a 25 hour week.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkout time incurred.

**** The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any checkout time incurred.

78

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
34B	1	1st Year	$1,182.00	$30,732.00
	2	2nd Year	$1,241.00	$32,266.00
	3	3rd Year	$1,339.00	$34,814.00
	4	4th Year	$1,446.00	$37,596.00
	5	5th Year	$1,561.00	$40,586.00
	6	6th Year+	$1,684.00	$43,784.00
35B	Single Rate		$1,370.00	$35,620.00
36B	1	1st Year	$1,299.00	$33,774.00
	2	2nd Year	$1,394.00	$36,244.00
	3	3rd Year	$1,648.00	$42,848.00
	4	4th Year	$1,712.00	$44,512.00
	5	5th Year	$2,053.00	$53,378.00
	6	6th Year+	$2,163.00	$56,238.00
37B*	1	1st Year	$613.00	$15,938.00
	2	2nd Year	$656.00	$17,056.00
	3	3rd Year	$865.00	$22,490.00
	4	4th Year	$898.00	$23,348.00
	5	5th Year	$1,107.00	$28,782.00
	6	6th Year+	$1,160.00	$30,160.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
34B	1	1st Year	$1,235.00	$32,110.00
	2	2nd Year	$1,297.00	$33,722.00
	3	3rd Year	$1,399.00	$36,374.00
	4	4th Year	$1,511.00	$39,286.00
	5	5th Year	$1,631.00	$42,406.00
	6	6th Year+	$1,760.00	$45,760.00
35B	Single Rate		$1,432.00	$37,232.00
36B	1	1st Year	$1,357.00	$35,282.00
	2	2nd Year	$1,457.00	$37,882.00
	3	3rd Year	$1,722.00	$44,772.00
	4	4th Year	$1,789.00	$46,514.00
	5	5th Year	$2,145.00	$55,770.00
	6	6th Year+	$2,260.00	$58,760.00
37B*	1	1st Year	$641.00	$16,666.00
	2	2nd Year	$686.00	$17,836.00
	3	3rd Year	$904.00	$23,504.00
	4	4th Year	$938.00	$24,388.00
	5	5th Year	$1,157.00	$30,082.00
	6	6th Year+	$1,212.00	$31,512.00

79

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
39B	1	1st Year	$985.00	$25,610.00
	2	2nd Year	$1,055.00	$27,430.00
	3	3rd Year	$1,387.00	$36,062.00
	4	4th Year	$1,442.00	$37,492.00
	5	5th Year	$1,768.00	$45,968.00
	6	6th Year+	$1,853.00	$48,178.00
40B	1	1st Year	$1,232.00	$32,032.00
	2	2nd Year	$1,321.00	$34,346.00
	3	3rd Year	$1,709.00	$44,434.00
	4	4th Year	$1,796.00	$46,696.00
	5	5th Year	$2,178.00	$56,628.00
	6	6th Year+	$2,267.00	$58,942.00
41B	1	1st Year	$1,099.00	$28,574.00
	2	2nd Year	$1,172.00	$30,472.00
	3	3rd Year	$1,542.00	$40,092.00
	4	4th Year	$1,615.00	$41,990.00
	5	5th Year	$1,956.00	$50,856.00
	6	6th Year+	$2,057.00	$53,482.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
39B	1	1st Year	$1,029.00	$26,754.00
	2	2nd Year	$1,102.00	$28,652.00
	3	3rd Year	$1,449.00	$37,674.00
	4	4th Year	$1,507.00	$39,182.00
	5	5th Year	$1,848.00	$48,048.00
	6	6th Year+	$1,936.00	$50,336.00
40B	1	1st Year	$1,287.00	$33,462.00
	2	2nd Year	$1,380.00	$35,880.00
	3	3rd Year	$1,786.00	$46,436.00
	4	4th Year	$1,877.00	$48,802.00
	5	5th Year	$2,276.00	$59,176.00
	6	6th Year+	$2,369.00	$61,594.00
41B	1	1st Year	$1,148.00	$29,848.00
	2	2nd Year	$1,225.00	$31,850.00
	3	3rd Year	$1,611.00	$41,886.00
	4	4th Year	$1,688.00	$43,888.00
	5	5th Year	$2,044.00	$53,144.00
	6	6th Year+	$2,150.00	$55,900.00

80

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
42B	1	1st Year	$1,155.00	$30,030.00
	2	2nd Year	$1,238.00	$32,188.00
	3	3rd Year	$1,615.00	$41,990.00
	4	4th Year	$1,681.00	$43,706.00
	5	5th Year	$2,057.00	$53,482.00
	6	6th Year+	$2,137.00	$55,562.00
43B	1	1st Year	$1,210.00	$31,460.00
	2	2nd Year	$1,295.00	$33,670.00
	3	3rd Year	$1,681.00	$43,706.00
	4	4th Year	$1,765.00	$45,890.00
	5	5th Year	$2,137.00	$55,562.00
	6	6th Year+	$2,229.00	$57,954.00
44B	1	1st Year	$1,269.00	$32,994.00
	2	2nd Year	$1,358.00	$35,308.00
	3	3rd Year	$1,765.00	$45,890.00
	4	4th Year	$1,835.00	$47,710.00
	5	5th Year	$2,229.00	$57,954.00
	6	6th Year+	$2,317.00	$60,242.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
42B	1	1st Year	$1,207.00	$31,382.00
	2	2nd Year	$1,294.00	$33,644.00
	3	3rd Year	$1,688.00	$43,888.00
	4	4th Year	$1,757.00	$45,682.00
	5	5th Year	$2,150.00	$55,900.00
	6	6th Year+	$2,233.00	$58,058.00
43B	1	1st Year	$1,264.00	$32,864.00
	2	2nd Year	$1,353.00	$35,178.00
	3	3rd Year	$1,757.00	$45,682.00
	4	4th Year	$1,844.00	$47,944.00
	5	5th Year	$2,233.00	$58,058.00
	6	6th Year+	$2,329.00	$60,554.00
44B	1	1st Year	$1,326.00	$34,476.00
	2	2nd Year	$1,419.00	$36,894.00
	3	3rd Year	$1,844.00	$47,944.00
	4	4th Year	$1,918.00	$49,868.00
	5	5th Year	$2,329.00	$60,554.00
	6	6th Year+	$2,421.00	$62,946.00

81

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
45B	1	1st Year	$1,321.00	$34,346.00
	2	2nd Year	$1,413.00	$36,738.00
	3	3rd Year	$1,835.00	$47,710.00
	4	4th Year	$1,908.00	$49,608.00
	5	5th Year	$2,317.00	$60,242.00
	6	6th Year+	$2,420.00	$62,920.00
46B	1	1st Year	$1,386.00	$36,036.00
	2	2nd Year	$1,483.00	$38,558.00
	3	3rd Year	$1,908.00	$49,608.00
	4	4th Year	$1,984.00	$51,584.00
	5	5th Year	$2,420.00	$62,920.00
	6	6th Year+	$2,531.00	$65,806.00
47B	1	1st Year	$1,443.00	$37,518.00
	2	2nd Year	$1,543.00	$40,118.00
	3	3rd Year	$1,984.00	$51,584.00
	4	4th Year	$2,077.00	$54,002.00
	5	5th Year	$2,531.00	$65,806.00
	6	6th Year+	$2,629.00	$68,354.00
47R	TBA Desk		$2,773.00	$72,098.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
45B	1	1st Year	$1,380.00	$35,880.00
	2	2nd Year	$1,477.00	$38,402.00
	3	3rd Year	$1,918.00	$49,868.00
	4	4th Year	$1,994.00	$51,844.00
	5	5th Year	$2,421.00	$62,946.00
	6	6th Year+	$2,529.00	$65,754.00
46B	1	1st Year	$1,448.00	$37,648.00
	2	2nd Year	$1,550.00	$40,300.00
	3	3rd Year	$1,994.00	$51,844.00
	4	4th Year	$2,073.00	$53,898.00
	5	5th Year	$2,529.00	$65,754.00
	6	6th Year+	$2,645.00	$68,770.00
47B	1	1st Year	$1,508.00	$39,208.00
	2	2nd Year	$1,612.00	$41,912.00
	3	3rd Year	$2,073.00	$53,898.00
	4	4th Year	$2,170.00	$56,420.00
	5	5th Year	$2,645.00	$68,770.00
	6	6th Year+	$2,747.00	$71,422.00
47R	TBA Desk		$2,898.00	$75,348.00

82

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
48B	1	1st Year	$1,496.00	$38,896.00
	2	2nd Year	$1,602.00	$41,652.00
	3	3rd Year	$2,038.00	$52,988.00
	4	4th Year	$2,169.00	$56,394.00
	5	5th Year	$2,629.00	$68,354.00
	6	6th Year+	$2,753.00	$71,578.00
49B	1	1st Year	$1,561.00	$40,586.00
	2	2nd Year	$1,670.00	$43,420.00
	3	3rd Year	$2,169.00	$56,394.00
	4	4th Year	$2,257.00	$58,682.00
	5	5th Year	$2,753.00	$71,578.00
	6	6th Year+	$2,872.00	$74,672.00
50B	1	1st Year	$1,630.00	$42,380.00
	2	2nd Year	$1,746.00	$45,396.00
	3	3rd Year	$2,257.00	$58,682.00
	4	4th Year	$2,361.00	$61,386.00
	5	5th Year	$2,872.00	$74,672.00
	6	6th Year+	$2,994.00	$77,844.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
48B	1	1st Year	$1,563.00	$40,638.00
	2	2nd Year	$1,674.00	$43,524.00
	3	3rd Year	$2,130.00	$55,380.00
	4	4th Year	$2,267.00	$58,942.00
	5	5th Year	$2,747.00	$71,422.00
	6	6th Year+	$2,877.00	$74,802.00
49B	1	1st Year	$1,631.00	$42,406.00
	2	2nd Year	$1,745.00	$45,370.00
	3	3rd Year	$2,267.00	$58,942.00
	4	4th Year	$2,359.00	$61,334.00
	5	5th Year	$2,877.00	$74,802.00
	6	6th Year+	$3,001.00	$78,026.00
50B	1	1st Year	$1,703.00	$44,278.00
	2	2nd Year	$1,825.00	$47,450.00
	3	3rd Year	$2,359.00	$61,334.00
	4	4th Year	$2,467.00	$64,142.00
	5	5th Year	$3,001.00	$78,026.00
	6	6th Year+	$3,129.00	$81,354.00

83

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
52B**	1	1st Year	$799.00	$20,774.00
	2	2nd Year	$855.00	$22,230.00
	3	3rd Year	$1,099.00	$28,574.00
	4	4th Year	$1,154.00	$30,004.00
	5	5th Year	$1,421.00	$36,946.00
	6	6th Year+	$1,495.00	$38,870.00
53B**	1	1st Year	$838.00	$21,788.00
	2	2nd Year	$896.00	$23,296.00
	3	3rd Year	$1,154.00	$30,004.00
	4	4th Year	$1,222.00	$31,772.00
	5	5th Year	$1,495.00	$38,870.00
	6	6th Year+	$1,581.00	$41,106.00
54B**	1	1st Year	$863.00	$22,438.00
	2	2nd Year	$925.00	$24,050.00
	3	3rd Year	$1,222.00	$31,772.00
	4	4th Year	$1,282.00	$33,332.00
	5	5th Year	$1,581.00	$41,106.00
	6	6th Year+	$1,670.00	$43,420.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
52B**	1	1st Year	$835.00	$21,710.00
	2	2nd Year	$893.00	$23,218.00
	3	3rd Year	$1,148.00	$29,848.00
	4	4th Year	$1,206.00	$31,356.00
	5	5th Year	$1,485.00	$38,610.00
	6	6th Year+	$1,562.00	$40,612.00
53B**	1	1st Year	$876.00	$22,776.00
	2	2nd Year	$936.00	$24,336.00
	3	3rd Year	$1,206.00	$31,356.00
	4	4th Year	$1,277.00	$33,202.00
	5	5th Year	$1,562.00	$40,612.00
	6	6th Year+	$1,652.00	$42,952.00
54B**	1	1st Year	$902.00	$23,452.00
	2	2nd Year	$967.00	$25,142.00
	3	3rd Year	$1,277.00	$33,202.00
	4	4th Year	$1,340.00	$34,840.00
	5	5th Year	$1,652.00	$42,952.00
	6	6th Year+	$1,745.00	$45,370.00

84

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
57B**	1	1st Year	$1,006.00	$26,156.00
	2	2nd Year	$1,076.00	$27,976.00
	3	3rd Year	$1,432.00	$37,232.00
	4	4th Year	$1,502.00	$39,052.00
	5	5th Year	$1,834.00	$47,684.00
	6	6th Year+	$1,933.00	$50,258.00
58B**	1	1st Year	$1,181.00	$30,706.00
	2	2nd Year	$1,263.00	$32,838.00
	3	3rd Year	$1,654.00	$43,004.00
	4	4th Year	$1,724.00	$44,824.00
	5	5th Year	$2,100.00	$54,600.00
	6	6th Year+	$2,222.00	$57,772.00
60B**	1	1st Year	$1,358.00	$35,308.00
	2	2nd Year	$1,452.00	$37,752.00
	3	3rd Year	$1,902.00	$49,452.00
	4	4th Year	$2,010.00	$52,260.00
	5	5th Year	$2,473.00	$64,298.00
	6	6th Year+	$2,595.00	$67,470.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
57B**	1	1st Year	$1,051.00	$27,326.00
	2	2nd Year	$1,124.00	$29,224.00
	3	3rd Year	$1,496.00	$38,896.00
	4	4th Year	$1,570.00	$40,820.00
	5	5th Year	$1,917.00	$49,842.00
	6	6th Year+	$2,020.00	$52,520.00
58B**	1	1st Year	$1,234.00	$32,084.00
	2	2nd Year	$1,320.00	$34,320.00
	3	3rd Year	$1,728.00	$44,928.00
	4	4th Year	$1,802.00	$46,852.00
	5	5th Year	$2,195.00	$57,070.00
	6	6th Year+	$2,322.00	$60,372.00
60B**	1	1st Year	$1,419.00	$36,894.00
	2	2nd Year	$1,517.00	$39,442.00
	3	3rd Year	$1,988.00	$51,688.00
	4	4th Year	$2,100.00	$54,600.00
	5	5th Year	$2,584.00	$67,184.00
	6	6th Year+	$2,712.00	$70,512.00

85

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
61B*	1	1st Year	$574.00	$14,924.00
	2	2nd Year	$614.00	$15,964.00
	3	3rd Year	$799.00	$20,774.00
	4	4th Year	$842.00	$21,892.00
	5	5th Year	$1,031.00	$26,806.00
	6	6th Year+	$1,090.00	$28,340.00
62B*	1	1st Year	$551.00	$14,326.00
	2	2nd Year	$591.00	$15,366.00
	3	3rd Year	$757.00	$19,682.00
	4	4th Year	$799.00	$20,774.00
	5	5th Year	$979.00	$25,454.00
	6	6th Year+	$1,031.00	$26,806.00
63B*	1	1st Year	$595.00	$15,470.00
	2	2nd Year	$638.00	$16,588.00
	3	3rd Year	$842.00	$21,892.00
	4	4th Year	$884.00	$22,984.00
	5	5th Year	$1,090.00	$28,340.00
	6	6th Year+	$1,154.00	$30,004.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
61B*	1	1st Year	$600.00	$15,600.00
	2	2nd Year	$642.00	$16,692.00
	3	3rd Year	$835.00	$21,710.00
	4	4th Year	$880.00	$22,880.00
	5	5th Year	$1,077.00	$28,002.00
	6	6th Year+	$1,139.00	$29,614.00
62B*	1	1st Year	$576.00	$14,976.00
	2	2nd Year	$618.00	$16,068.00
	3	3rd Year	$791.00	$20,566.00
	4	4th Year	$835.00	$21,710.00
	5	5th Year	$1,023.00	$26,598.00
	6	6th Year+	$1,077.00	$28,002.00
63B*	1	1st Year	$622.00	$16,172.00
	2	2nd Year	$667.00	$17,342.00
	3	3rd Year	$880.00	$22,880.00
	4	4th Year	$924.00	$24,024.00
	5	5th Year	$1,139.00	$29,614.00
	6	6th Year+	$1,206.00	$31,356.00

86

TWU – Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
70B***	1	1st Year	$1,142.00	$29,692.00
	2	2nd Year	$1,222.00	$31,772.00
	3	3rd Year	$1,579.00	$41,054.00
	4	4th Year	$1,658.00	$43,108.00
	5	5th Year	$2,011.00	$52,286.00
	6	6th Year+	$2,168.00	$56,368.00
71B****	1	1st Year	$1,255.00	$32,630.00
	2	2nd Year	$1,343.00	$34,918.00
	3	3rd Year	$1,743.00	$45,318.00
	4	4th Year	$1,826.00	$47,476.00
	5	5th Year	$2,231.00	$58,006.00
	6	6th Year+	$2,393.00	$62,218.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
70B***	1	1st Year	$1,193.00	$31,018.00
	2	2nd Year	$1,277.00	$33,202.00
	3	3rd Year	$1,650.00	$42,900.00
	4	4th Year	$1,733.00	$45,058.00
	5	5th Year	$2,101.00	$54,626.00
	6	6th Year+	$2,266.00	$58,916.00
71B****	1	1st Year	$1,311.00	$34,086.00
	2	2nd Year	$1,403.00	$36,478.00
	3	3rd Year	$1,821.00	$47,346.00
	4	4th Year	$1,908.00	$49,608.00
	5	5th Year	$2,331.00	$60,606.00
	6	6th Year+	$2,501.00	$65,026.00

* Ranges 37, 61, 62 and 63 are for a 25 hour week.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkout time incurred.

**** The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any checkout time incurred.

87

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
34C	1	1st Year	$1,103.00	$28,678.00
	2	2nd Year	$1,158.00	$30,108.00
	3	3rd Year	$1,250.00	$32,500.00
	4	4th Year	$1,350.00	$35,100.00
	5	5th Year	$1,457.00	$37,882.00
	6	6th Year	$1,572.00	$40,872.00
35C	Single Rate		$1,279.00	$33,254.00
36C	1	1st Year	$1,213.00	$31,538.00
	2	2nd Year	$1,301.00	$33,826.00
	3	3rd Year	$1,538.00	$39,988.00
	4	4th Year	$1,598.00	$41,548.00
	5	5th Year	$1,917.00	$49,842.00
	6	6th Year	$2,019.00	$52,494.00
37C*	1	1st Year	$572.00	$14,872.00
	2	2nd Year	$610.00	$15,860.00
	3	3rd Year	$664.00	$17,264.00
	4	4th Year	$762.00	$19,812.00
	5	5th Year	$901.00	$23,426.00
	6	6th Year	$1,083.00	$28,158.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
34C	1	1st Year	$1,142.00	$29,692.00
	2	2nd Year	$1,199.00	$31,174.00
	3	3rd Year	$1,294.00	$33,644.00
	4	4th Year	$1,397.00	$36,322.00
	5	5th Year	$1,508.00	$39,208.00
	6	6th Year	$1,627.00	$42,302.00
35C	Single Rate		$1,324.00	$34,424.00
36C	1	1st Year	$1,255.00	$32,630.00
	2	2nd Year	$1,347.00	$35,022.00
	3	3rd Year	$1,592.00	$41,392.00
	4	4th Year	$1,654.00	$43,004.00
	5	5th Year	$1,984.00	$51,584.00
	6	6th Year	$2,090.00	$54,340.00
37C*	1	1st Year	$592.00	$15,392.00
	2	2nd Year	$631.00	$16,406.00
	3	3rd Year	$687.00	$17,862.00
	4	4th Year	$789.00	$20,514.00
	5	5th Year	$933.00	$24,258.00
	6	6th Year	$1,121.00	$29,146.00

88

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
39C	1	1st Year	$920.00	$23,920.00
	2	2nd Year	$981.00	$25,506.00
	3	3rd Year	$1,070.00	$27,820.00
	4	4th Year	$1,232.00	$32,032.00
	5	5th Year	$1,452.00	$37,752.00
	6	6th Year	$1,729.00	$44,954.00
40C	1	1st Year	$1,150.00	$29,900.00
	2	2nd Year	$1,229.00	$31,954.00
	3	3rd Year	$1,337.00	$34,762.00
	4	4th Year	$1,538.00	$39,988.00
	5	5th Year	$1,814.00	$47,164.00
	6	6th Year	$2,116.00	$55,016.00
41C	1	1st Year	$1,026.00	$26,676.00
	2	2nd Year	$1,091.00	$28,366.00
	3	3rd Year	$1,187.00	$30,862.00
	4	4th Year	$1,365.00	$35,490.00
	5	5th Year	$1,610.00	$41,860.00
	6	6th Year	$1,920.00	$49,920.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
39C	1	1st Year	$952.00	$24,752.00
	2	2nd Year	$1,015.00	$26,390.00
	3	3rd Year	$1,107.00	$28,782.00
	4	4th Year	$1,275.00	$33,150.00
	5	5th Year	$1,503.00	$39,078.00
	6	6th Year	$1,790.00	$46,540.00
40C	1	1st Year	$1,190.00	$30,940.00
	2	2nd Year	$1,272.00	$33,072.00
	3	3rd Year	$1,384.00	$35,984.00
	4	4th Year	$1,592.00	$41,392.00
	5	5th Year	$1,877.00	$48,802.00
	6	6th Year	$2,190.00	$56,940.00
41C	1	1st Year	$1,062.00	$27,612.00
	2	2nd Year	$1,129.00	$29,354.00
	3	3rd Year	$1,229.00	$31,954.00
	4	4th Year	$1,413.00	$36,738.00
	5	5th Year	$1,666.00	$43,316.00
	6	6th Year	$1,987.00	$51,662.00

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
42C	1	1st Year	$1,078.00	$28,028.00
	2	2nd Year	$1,149.00	$29,874.00
	3	3rd Year	$1,254.00	$32,604.00
	4	4th Year	$1,442.00	$37,492.00
	5	5th Year	$1,703.00	$44,278.00
	6	6th Year	$1,995.00	$51,870.00
43C	1	1st Year	$1,129.00	$29,354.00
	2	2nd Year	$1,203.00	$31,278.00
	3	3rd Year	$1,311.00	$34,086.00
	4	4th Year	$1,507.00	$39,182.00
	5	5th Year	$1,780.00	$46,280.00
	6	6th Year	$2,081.00	$54,106.00
44C	1	1st Year	$1,185.00	$30,810.00
	2	2nd Year	$1,264.00	$32,864.00
	3	3rd Year	$1,374.00	$35,724.00
	4	4th Year	$1,580.00	$41,080.00
	5	5th Year	$1,863.00	$48,438.00
	6	6th Year	$2,163.00	$56,238.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
42C	1	1st Year	$1,116.00	$29,016.00
	2	2nd Year	$1,189.00	$30,914.00
	3	3rd Year	$1,298.00	$33,748.00
	4	4th Year	$1,492.00	$38,792.00
	5	5th Year	$1,763.00	$45,838.00
	6	6th Year	$2,065.00	$53,690.00
43C	1	1st Year	$1,169.00	$30,394.00
	2	2nd Year	$1,245.00	$32,370.00
	3	3rd Year	$1,357.00	$35,282.00
	4	4th Year	$1,560.00	$40,560.00
	5	5th Year	$1,842.00	$47,892.00
	6	6th Year	$2,154.00	$56,004.00
44C	1	1st Year	$1,226.00	$31,876.00
	2	2nd Year	$1,308.00	$34,008.00
	3	3rd Year	$1,422.00	$36,972.00
	4	4th Year	$1,635.00	$42,510.00
	5	5th Year	$1,928.00	$50,128.00
	6	6th Year	$2,239.00	$58,214.00

90

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
45C	1	1st Year	$1,233.00	$32,058.00
	2	2nd Year	$1,311.00	$34,086.00
	3	3rd Year	$1,429.00	$37,154.00
	4	4th Year	$1,646.00	$42,796.00
	5	5th Year	$1,941.00	$50,466.00
	6	6th Year	$2,259.00	$58,734.00
46C	1	1st Year	$1,294.00	$33,644.00
	2	2nd Year	$1,376.00	$35,776.00
	3	3rd Year	$1,501.00	$39,026.00
	4	4th Year	$1,725.00	$44,850.00
	5	5th Year	$2,038.00	$52,988.00
	6	6th Year	$2,362.00	$61,412.00
47C	1	1st Year	$1,347.00	$35,022.00
	2	2nd Year	$1,436.00	$37,336.00
	3	3rd Year	$1,564.00	$40,664.00
	4	4th Year	$1,800.00	$46,800.00
	5	5th Year	$2,121.00	$55,146.00
	6	6th Year	$2,454.00	$63,804.00
47S	TBA Desk		$2,588.00	$67,288.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
45C	1	1st Year	$1,276.00	$33,176.00
	2	2nd Year	$1,357.00	$35,282.00
	3	3rd Year	$1,479.00	$38,454.00
	4	4th Year	$1,704.00	$44,304.00
	5	5th Year	$2,009.00	$52,234.00
	6	6th Year	$2,338.00	$60,788.00
46C	1	1st Year	$1,339.00	$34,814.00
	2	2nd Year	$1,424.00	$37,024.00
	3	3rd Year	$1,554.00	$40,404.00
	4	4th Year	$1,785.00	$46,410.00
	5	5th Year	$2,109.00	$54,834.00
	6	6th Year	$2,445.00	$63,570.00
47C	1	1st Year	$1,394.00	$36,244.00
	2	2nd Year	$1,486.00	$38,636.00
	3	3rd Year	$1,619.00	$42,094.00
	4	4th Year	$1,863.00	$48,438.00
	5	5th Year	$2,195.00	$57,070.00
	6	6th Year	$2,540.00	$66,040.00
47S	TBA Desk		$2,679.00	$69,654.00

91

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
48C	1	1st Year	$1,396.00	$36,296.00
	2	2nd Year	$1,488.00	$38,688.00
	3	3rd Year	$1,623.00	$42,198.00
	4	4th Year	$1,863.00	$48,438.00
	5	5th Year	$2,201.00	$57,226.00
	6	6th Year	$2,570.00	$66,820.00
49C	1	1st Year	$1,457.00	$37,882.00
	2	2nd Year	$1,550.00	$40,300.00
	3	3rd Year	$1,690.00	$43,940.00
	4	4th Year	$1,943.00	$50,518.00
	5	5th Year	$2,295.00	$59,670.00
	6	6th Year	$2,681.00	$69,706.00
50C	1	1st Year	$1,522.00	$39,572.00
	2	2nd Year	$1,623.00	$42,198.00
	3	3rd Year	$1,768.00	$45,968.00
	4	4th Year	$2,036.00	$52,936.00
	5	5th Year	$2,401.00	$62,426.00
	6	6th Year	$2,795.00	$72,670.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
48C	1	1st Year	$1,445.00	$37,570.00
	2	2nd Year	$1,540.00	$40,040.00
	3	3rd Year	$1,680.00	$43,680.00
	4	4th Year	$1,928.00	$50,128.00
	5	5th Year	$2,278.00	$59,228.00
	6	6th Year	$2,660.00	$69,160.00
49C	1	1st Year	$1,508.00	$39,208.00
	2	2nd Year	$1,604.00	$41,704.00
	3	3rd Year	$1,749.00	$45,474.00
	4	4th Year	$2,011.00	$52,286.00
	5	5th Year	$2,375.00	$61,750.00
	6	6th Year	$2,775.00	$72,150.00
50C	1	1st Year	$1,575.00	$40,950.00
	2	2nd Year	$1,680.00	$43,680.00
	3	3rd Year	$1,830.00	$47,580.00
	4	4th Year	$2,107.00	$54,782.00
	5	5th Year	$2,485.00	$64,610.00
	6	6th Year	$2,893.00	$75,218.00

92

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
52C**	1	1st Year	$746.00	$19,396.00
	2	2nd Year	$795.00	$20,670.00
	3	3rd Year	$868.00	$22,568.00
	4	4th Year	$998.00	$25,948.00
	5	5th Year	$1,176.00	$30,576.00
	6	6th Year	$1,395.00	$36,270.00
53C**	1	1st Year	$783.00	$20,358.00
	2	2nd Year	$834.00	$21,684.00
	3	3rd Year	$910.00	$23,660.00
	4	4th Year	$1,046.00	$27,196.00
	5	5th Year	$1,235.00	$32,110.00
	6	6th Year	$1,476.00	$38,376.00
54C**	1	1st Year	$806.00	$20,956.00
	2	2nd Year	$859.00	$22,334.00
	3	3rd Year	$936.00	$24,336.00
	4	4th Year	$1,074.00	$27,924.00
	5	5th Year	$1,269.00	$32,994.00
	6	6th Year	$1,559.00	$40,534.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
52C**	1	1st Year	$772.00	$20,072.00
	2	2nd Year	$823.00	$21,398.00
	3	3rd Year	$898.00	$23,348.00
	4	4th Year	$1,033.00	$26,858.00
	5	5th Year	$1,217.00	$31,642.00
	6	6th Year	$1,444.00	$37,544.00
53C**	1	1st Year	$810.00	$21,060.00
	2	2nd Year	$863.00	$22,438.00
	3	3rd Year	$942.00	$24,492.00
	4	4th Year	$1,083.00	$28,158.00
	5	5th Year	$1,278.00	$33,228.00
	6	6th Year	$1,528.00	$39,728.00
54C**	1	1st Year	$834.00	$21,684.00
	2	2nd Year	$889.00	$23,114.00
	3	3rd Year	$969.00	$25,194.00
	4	4th Year	$1,112.00	$28,912.00
	5	5th Year	$1,313.00	$34,138.00
	6	6th Year	$1,614.00	$41,964.00

93

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
57C**	1	1st Year	$939.00	$24,414.00
	2	2nd Year	$999.00	$25,974.00
	3	3rd Year	$1,089.00	$28,314.00
	4	4th Year	$1,251.00	$32,526.00
	5	5th Year	$1,478.00	$38,428.00
	6	6th Year	$1,805.00	$46,930.00
58C**	1	1st Year	$1,102.00	$28,652.00
	2	2nd Year	$1,172.00	$30,472.00
	3	3rd Year	$1,277.00	$33,202.00
	4	4th Year	$1,468.00	$38,168.00
	5	5th Year	$1,734.00	$45,084.00
	6	6th Year	$2,074.00	$53,924.00
60C**	1	1st Year	$1,268.00	$32,968.00
	2	2nd Year	$1,349.00	$35,074.00
	3	3rd Year	$1,468.00	$38,168.00
	4	4th Year	$1,689.00	$43,914.00
	5	5th Year	$1,995.00	$51,870.00
	6	6th Year	$2,422.00	$62,972.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
57C**	1	1st Year	$972.00	$25,272.00
	2	2nd Year	$1,034.00	$26,884.00
	3	3rd Year	$1,127.00	$29,302.00
	4	4th Year	$1,295.00	$33,670.00
	5	5th Year	$1,530.00	$39,780.00
	6	6th Year	$1,868.00	$48,568.00
58C**	1	1st Year	$1,141.00	$29,666.00
	2	2nd Year	$1,213.00	$31,538.00
	3	3rd Year	$1,322.00	$34,372.00
	4	4th Year	$1,519.00	$39,494.00
	5	5th Year	$1,795.00	$46,670.00
	6	6th Year	$2,147.00	$55,822.00
60C**	1	1st Year	$1,312.00	$34,112.00
	2	2nd Year	$1,396.00	$36,296.00
	3	3rd Year	$1,519.00	$39,494.00
	4	4th Year	$1,748.00	$45,448.00
	5	5th Year	$2,065.00	$53,690.00
	6	6th Year	$2,507.00	$65,182.00

94

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
61C*	1	1st Year	$536.00	$13,936.00
	2	2nd Year	$571.00	$14,846.00
	3	3rd Year	$623.00	$16,198.00
	4	4th Year	$716.00	$18,616.00
	5	5th Year	$842.00	$21,892.00
	6	6th Year	$1,017.00	$26,442.00
62C*	1	1st Year	$514.00	$13,364.00
	2	2nd Year	$549.00	$14,274.00
	3	3rd Year	$596.00	$15,496.00
	4	4th Year	$685.00	$17,810.00
	5	5th Year	$810.00	$21,060.00
	6	6th Year	$962.00	$25,012.00
63C*	1	1st Year	$556.00	$14,456.00
	2	2nd Year	$592.00	$15,392.00
	3	3rd Year	$645.00	$16,770.00
	4	4th Year	$743.00	$19,318.00
	5	5th Year	$877.00	$22,802.00
	6	6th Year	$1,077.00	$28,002.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
61C*	1	1st Year	$555.00	$14,430.00
	2	2nd Year	$591.00	$15,366.00
	3	3rd Year	$645.00	$16,770.00
	4	4th Year	$741.00	$19,266.00
	5	5th Year	$871.00	$22,646.00
	6	6th Year	$1,053.00	$27,378.00
62C*	1	1st Year	$532.00	$13,832.00
	2	2nd Year	$568.00	$14,768.00
	3	3rd Year	$617.00	$16,042.00
	4	4th Year	$709.00	$18,434.00
	5	5th Year	$838.00	$21,788.00
	6	6th Year	$996.00	$25,896.00
63C*	1	1st Year	$575.00	$14,950.00
	2	2nd Year	$613.00	$15,938.00
	3	3rd Year	$668.00	$17,368.00
	4	4th Year	$769.00	$19,994.00
	5	5th Year	$908.00	$23,608.00
	6	6th Year	$1,115.00	$28,990.00

95

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
70C***	1	1st Year	$1,066.00	$27,716.00
	2	2nd Year	$1,131.00	$29,406.00
	3	3rd Year	$1,235.00	$32,110.00
	4	4th Year	$1,421.00	$36,946.00
	5	5th Year	$1,677.00	$43,602.00
	6	6th Year	$2,024.00	$52,624.00
71C****	1	1st Year	$1,172.00	$30,472.00
	2	2nd Year	$1,246.00	$32,396.00
	3	3rd Year	$1,359.00	$35,334.00
	4	4th Year	$1,564.00	$40,664.00
	5	5th Year	$1,845.00	$47,970.00
	6	6th Year	$2,234.00	$58,084.00
72C*****	1	1st Year	$1,268.00	$32,968.00
	2	2nd Year	$1,314.00	$34,164.00
	3	3rd Year	$1,361.00	$35,386.00
	4	4th Year	$1,408.00	$36,608.00
	5	5th Year	$1,455.00	$37,830.00
	6	6th Year	$1,502.00	$39,052.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
70C***	1	1st Year	$1,103.00	$28,678.00
	2	2nd Year	$1,171.00	$30,446.00
	3	3rd Year	$1,278.00	$33,228.00
	4	4th Year	$1,471.00	$38,246.00
	5	5th Year	$1,736.00	$45,136.00
	6	6th Year	$2,095.00	$54,470.00
71C****	1	1st Year	$1,213.00	$31,538.00
	2	2nd Year	$1,290.00	$33,540.00
	3	3rd Year	$1,407.00	$36,582.00
	4	4th Year	$1,619.00	$42,094.00
	5	5th Year	$1,910.00	$49,660.00
	6	6th Year	$2,312.00	$60,112.00
72C*****	1	1st Year	$1,312.00	$34,112.00
	2	2nd Year	$1,360.00	$35,360.00
	3	3rd Year	$1,409.00	$36,634.00
	4	4th Year	$1,457.00	$37,882.00
	5	5th Year	$1,506.00	$39,156.00
	6	6th Year	$1,555.00	$40,430.00

* Ranges 37, 61, 62 and 63 are for a 25 hour week.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkout time incurred.

**** The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any checkout time incurred.

***** The Security Guard range and all steps were increased beginning with effective date July 28, 2003.

96

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
34C	1	1st Year	$1,182.00	$30,732.00
	2	2nd Year	$1,241.00	$32,266.00
	3	3rd Year	$1,339.00	$34,814.00
	4	4th Year	$1,446.00	$37,596.00
	5	5th Year	$1,561.00	$40,586.00
	6	6th Year	$1,684.00	$43,784.00
35C	Single Rate		$1,370.00	$35,620.00
36C	1	1st Year	$1,299.00	$33,774.00
	2	2nd Year	$1,394.00	$36,244.00
	3	3rd Year	$1,648.00	$42,848.00
	4	4th Year	$1,712.00	$44,512.00
	5	5th Year	$2,053.00	$53,378.00
	6	6th Year	$2,163.00	$56,238.00
37C*	1	1st Year	$613.00	$15,938.00
	2	2nd Year	$653.00	$16,978.00
	3	3rd Year	$711.00	$18,486.00
	4	4th Year	$817.00	$21,242.00
	5	5th Year	$966.00	$25,116.00
	6	6th Year	$1,160.00	$30,160.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
34C	1	1st Year	$1,235.00	$32,110.00
	2	2nd Year	$1,297.00	$33,722.00
	3	3rd Year	$1,399.00	$36,374.00
	4	4th Year	$1,511.00	$39,286.00
	5	5th Year	$1,631.00	$42,406.00
	6	6th Year	$1,760.00	$45,760.00
35C	Single Rate		$1,432.00	$37,232.00
36C	1	1st Year	$1,357.00	$35,282.00
	2	2nd Year	$1,457.00	$37,882.00
	3	3rd Year	$1,722.00	$44,772.00
	4	4th Year	$1,789.00	$46,514.00
	5	5th Year	$2,145.00	$55,770.00
	6	6th Year	$2,260.00	$58,760.00
37C*	1	1st Year	$641.00	$16,666.00
	2	2nd Year	$682.00	$17,732.00
	3	3rd Year	$743.00	$19,318.00
	4	4th Year	$854.00	$22,204.00
	5	5th Year	$1,009.00	$26,234.00
	6	6th Year	$1,212.00	$31,512.00

97

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
39C	1	1st Year	$985.00	$25,610.00
	2	2nd Year	$1,051.00	$27,326.00
	3	3rd Year	$1,146.00	$29,796.00
	4	4th Year	$1,320.00	$34,320.00
	5	5th Year	$1,556.00	$40,456.00
	6	6th Year	$1,853.00	$48,178.00
40C	1	1st Year	$1,232.00	$32,032.00
	2	2nd Year	$1,317.00	$34,242.00
	3	3rd Year	$1,432.00	$37,232.00
	4	4th Year	$1,648.00	$42,848.00
	5	5th Year	$1,943.00	$50,518.00
	6	6th Year	$2,267.00	$58,942.00
41C	1	1st Year	$1,099.00	$28,574.00
	2	2nd Year	$1,169.00	$30,394.00
	3	3rd Year	$1,272.00	$33,072.00
	4	4th Year	$1,462.00	$38,012.00
	5	5th Year	$1,724.00	$44,824.00
	6	6th Year	$2,057.00	$53,482.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
39C	1	1st Year	$1,029.00	$26,754.00
	2	2nd Year	$1,098.00	$28,548.00
	3	3rd Year	$1,198.00	$31,148.00
	4	4th Year	$1,379.00	$35,854.00
	5	5th Year	$1,626.00	$42,276.00
	6	6th Year	$1,936.00	$50,336.00
40C	1	1st Year	$1,287.00	$33,462.00
	2	2nd Year	$1,376.00	$35,776.00
	3	3rd Year	$1,496.00	$38,896.00
	4	4th Year	$1,722.00	$44,772.00
	5	5th Year	$2,030.00	$52,780.00
	6	6th Year	$2,369.00	$61,594.00
41C	1	1st Year	$1,148.00	$29,848.00
	2	2nd Year	$1,222.00	$31,772.00
	3	3rd Year	$1,329.00	$34,554.00
	4	4th Year	$1,528.00	$39,728.00
	5	5th Year	$1,802.00	$46,852.00
	6	6th Year	$2,150.00	$55,900.00

98

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
42C	1	1st Year	$1,155.00	$30,030.00
	2	2nd Year	$1,231.00	$32,006.00
	3	3rd Year	$1,343.00	$34,918.00
	4	4th Year	$1,544.00	$40,144.00
	5	5th Year	$1,825.00	$47,450.00
	6	6th Year	$2,137.00	$55,562.00
43C	1	1st Year	$1,210.00	$31,460.00
	2	2nd Year	$1,289.00	$33,514.00
	3	3rd Year	$1,404.00	$36,504.00
	4	4th Year	$1,615.00	$41,990.00
	5	5th Year	$1,906.00	$49,556.00
	6	6th Year	$2,229.00	$57,954.00
44C	1	1st Year	$1,269.00	$32,994.00
	2	2nd Year	$1,354.00	$35,204.00
	3	3rd Year	$1,472.00	$38,272.00
	4	4th Year	$1,692.00	$43,992.00
	5	5th Year	$1,995.00	$51,870.00
	6	6th Year	$2,317.00	$60,242.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
42C	1	1st Year	$1,207.00	$31,382.00
	2	2nd Year	$1,286.00	$33,436.00
	3	3rd Year	$1,403.00	$36,478.00
	4	4th Year	$1,613.00	$41,938.00
	5	5th Year	$1,907.00	$49,582.00
	6	6th Year	$2,233.00	$58,058.00
43C	1	1st Year	$1,264.00	$32,864.00
	2	2nd Year	$1,347.00	$35,022.00
	3	3rd Year	$1,467.00	$38,142.00
	4	4th Year	$1,688.00	$43,888.00
	5	5th Year	$1,992.00	$51,792.00
	6	6th Year	$2,329.00	$60,554.00
44C	1	1st Year	$1,326.00	$34,476.00
	2	2nd Year	$1,415.00	$36,790.00
	3	3rd Year	$1,538.00	$39,988.00
	4	4th Year	$1,768.00	$45,968.00
	5	5th Year	$2,085.00	$54,210.00
	6	6th Year	$2,421.00	$62,946.00

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
45C	1	1st Year	$1,321.00	$34,346.00
	2	2nd Year	$1,404.00	$36,504.00
	3	3rd Year	$1,531.00	$39,806.00
	4	4th Year	$1,764.00	$45,864.00
	5	5th Year	$2,079.00	$54,054.00
	6	6th Year	$2,420.00	$62,920.00
46C	1	1st Year	$1,386.00	$36,036.00
	2	2nd Year	$1,474.00	$38,324.00
	3	3rd Year	$1,608.00	$41,808.00
	4	4th Year	$1,847.00	$48,022.00
	5	5th Year	$2,183.00	$56,758.00
	6	6th Year	$2,531.00	$65,806.00
47C	1	1st Year	$1,443.00	$37,518.00
	2	2nd Year	$1,538.00	$39,988.00
	3	3rd Year	$1,676.00	$43,576.00
	4	4th Year	$1,928.00	$50,128.00
	5	5th Year	$2,272.00	$59,072.00
	6	6th Year	$2,629.00	$68,354.00
47S	TBA Desk		$2,773.00	$72,098.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
45C	1	1st Year	$1,380.00	$35,880.00
	2	2nd Year	$1,467.00	$38,142.00
	3	3rd Year	$1,600.00	$41,600.00
	4	4th Year	$1,843.00	$47,918.00
	5	5th Year	$2,173.00	$56,498.00
	6	6th Year	$2,529.00	$65,754.00
46C	1	1st Year	$1,448.00	$37,648.00
	2	2nd Year	$1,540.00	$40,040.00
	3	3rd Year	$1,680.00	$43,680.00
	4	4th Year	$1,930.00	$50,180.00
	5	5th Year	$2,281.00	$59,306.00
	6	6th Year	$2,645.00	$68,770.00
47C	1	1st Year	$1,508.00	$39,208.00
	2	2nd Year	$1,607.00	$41,782.00
	3	3rd Year	$1,751.00	$45,526.00
	4	4th Year	$2,015.00	$52,390.00
	5	5th Year	$2,374.00	$61,724.00
	6	6th Year	$2,747.00	$71,422.00
47S	TBA Desk		$2,898.00	$75,348.00

100

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
48C	1	1st Year	$1,496.00	$38,896.00
	2	2nd Year	$1,594.00	$41,444.00
	3	3rd Year	$1,739.00	$45,214.00
	4	4th Year	$1,995.00	$51,870.00
	5	5th Year	$2,358.00	$61,308.00
	6	6th Year	$2,753.00	$71,578.00
49C	1	1st Year	$1,561.00	$40,586.00
	2	2nd Year	$1,660.00	$43,160.00
	3	3rd Year	$1,810.00	$47,060.00
	4	4th Year	$2,081.00	$54,106.00
	5	5th Year	$2,458.00	$63,908.00
	6	6th Year	$2,872.00	$74,672.00
50C	1	1st Year	$1,630.00	$42,380.00
	2	2nd Year	$1,739.00	$45,214.00
	3	3rd Year	$1,894.00	$49,244.00
	4	4th Year	$2,181.00	$56,706.00
	5	5th Year	$2,572.00	$66,872.00
	6	6th Year	$2,994.00	$77,844.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
48C	1	1st Year	$1,563.00	$40,638.00
	2	2nd Year	$1,666.00	$43,316.00
	3	3rd Year	$1,817.00	$47,242.00
	4	4th Year	$2,085.00	$54,210.00
	5	5th Year	$2,464.00	$64,064.00
	6	6th Year	$2,877.00	$74,802.00
49C	1	1st Year	$1,631.00	$42,406.00
	2	2nd Year	$1,735.00	$45,110.00
	3	3rd Year	$1,891.00	$49,166.00
	4	4th Year	$2,175.00	$56,550.00
	5	5th Year	$2,569.00	$66,794.00
	6	6th Year	$3,001.00	$78,026.00
50C	1	1st Year	$1,703.00	$44,278.00
	2	2nd Year	$1,817.00	$47,242.00
	3	3rd Year	$1,979.00	$51,454.00
	4	4th Year	$2,279.00	$59,254.00
	5	5th Year	$2,688.00	$69,888.00
	6	6th Year	$3,129.00	$81,354.00

101

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
52C**	1	1st Year	$799.00	$20,774.00
	2	2nd Year	$852.00	$22,152.00
	3	3rd Year	$929.00	$24,154.00
	4	4th Year	$1,069.00	$27,794.00
	5	5th Year	$1,260.00	$32,760.00
	6	6th Year	$1,495.00	$38,870.00
53C**	1	1st Year	$838.00	$21,788.00
	2	2nd Year	$893.00	$23,218.00
	3	3rd Year	$975.00	$25,350.00
	4	4th Year	$1,121.00	$29,146.00
	5	5th Year	$1,323.00	$34,398.00
	6	6th Year	$1,581.00	$41,106.00
54C**	1	1st Year	$863.00	$22,438.00
	2	2nd Year	$920.00	$23,920.00
	3	3rd Year	$1,003.00	$26,078.00
	4	4th Year	$1,151.00	$29,926.00
	5	5th Year	$1,359.00	$35,334.00
	6	6th Year	$1,670.00	$43,420.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
52C**	1	1st Year	$835.00	$21,710.00
	2	2nd Year	$890.00	$23,140.00
	3	3rd Year	$971.00	$25,246.00
	4	4th Year	$1,117.00	$29,042.00
	5	5th Year	$1,317.00	$34,242.00
	6	6th Year	$1,562.00	$40,612.00
53C**	1	1st Year	$876.00	$22,776.00
	2	2nd Year	$933.00	$24,258.00
	3	3rd Year	$1,019.00	$26,494.00
	4	4th Year	$1,171.00	$30,446.00
	5	5th Year	$1,383.00	$35,958.00
	6	6th Year	$1,652.00	$42,952.00
54C**	1	1st Year	$902.00	$23,452.00
	2	2nd Year	$961.00	$24,986.00
	3	3rd Year	$1,048.00	$27,248.00
	4	4th Year	$1,203.00	$31,278.00
	5	5th Year	$1,420.00	$36,920.00
	6	6th Year	$1,745.00	$45,370.00

102

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
57C**	1	1st Year	$1,006.00	$26,156.00
	2	2nd Year	$1,070.00	$27,820.00
	3	3rd Year	$1,166.00	$30,316.00
	4	4th Year	$1,340.00	$34,840.00
	5	5th Year	$1,584.00	$41,184.00
	6	6th Year	$1,933.00	$50,258.00
58C**	1	1st Year	$1,181.00	$30,706.00
	2	2nd Year	$1,255.00	$32,630.00
	3	3rd Year	$1,368.00	$35,568.00
	4	4th Year	$1,572.00	$40,872.00
	5	5th Year	$1,858.00	$48,308.00
	6	6th Year	$2,222.00	$57,772.00
60C**	1	1st Year	$1,358.00	$35,308.00
	2	2nd Year	$1,445.00	$37,570.00
	3	3rd Year	$1,572.00	$40,872.00
	4	4th Year	$1,809.00	$47,034.00
	5	5th Year	$2,137.00	$55,562.00
	6	6th Year	$2,595.00	$67,470.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
57C**	1	1st Year	$1,051.00	$27,326.00
	2	2nd Year	$1,118.00	$29,068.00
	3	3rd Year	$1,218.00	$31,668.00
	4	4th Year	$1,400.00	$36,400.00
	5	5th Year	$1,655.00	$43,030.00
	6	6th Year	$2,020.00	$52,520.00
58C**	1	1st Year	$1,234.00	$32,084.00
	2	2nd Year	$1,311.00	$34,086.00
	3	3rd Year	$1,430.00	$37,180.00
	4	4th Year	$1,643.00	$42,718.00
	5	5th Year	$1,942.00	$50,492.00
	6	6th Year	$2,322.00	$60,372.00
60C**	1	1st Year	$1,419.00	$36,894.00
	2	2nd Year	$1,510.00	$39,260.00
	3	3rd Year	$1,643.00	$42,718.00
	4	4th Year	$1,890.00	$49,140.00
	5	5th Year	$2,233.00	$58,058.00
	6	6th Year	$2,712.00	$70,512.00

103

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
61C*	1	1st Year	$574.00	$14,924.00
	2	2nd Year	$612.00	$15,912.00
	3	3rd Year	$668.00	$17,368.00
	4	4th Year	$767.00	$19,942.00
	5	5th Year	$901.00	$23,426.00
	6	6th Year	$1,090.00	$28,340.00
62C*	1	1st Year	$551.00	$14,326.00
	2	2nd Year	$588.00	$15,288.00
	3	3rd Year	$639.00	$16,614.00
	4	4th Year	$734.00	$19,084.00
	5	5th Year	$867.00	$22,542.00
	6	6th Year	$1,031.00	$26,806.00
63C*	1	1st Year	$595.00	$15,470.00
	2	2nd Year	$634.00	$16,484.00
	3	3rd Year	$691.00	$17,966.00
	4	4th Year	$796.00	$20,696.00
	5	5th Year	$940.00	$24,440.00
	6	6th Year	$1,154.00	$30,004.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
61C*	1	1st Year	$600.00	$15,600.00
	2	2nd Year	$640.00	$16,640.00
	3	3rd Year	$698.00	$18,148.00
	4	4th Year	$802.00	$20,852.00
	5	5th Year	$942.00	$24,492.00
	6	6th Year	$1,139.00	$29,614.00
62C*	1	1st Year	$576.00	$14,976.00
	2	2nd Year	$614.00	$15,964.00
	3	3rd Year	$668.00	$17,368.00
	4	4th Year	$767.00	$19,942.00
	5	5th Year	$906.00	$23,556.00
	6	6th Year	$1,077.00	$28,002.00
63C*	1	1st Year	$622.00	$16,172.00
	2	2nd Year	$663.00	$17,238.00
	3	3rd Year	$722.00	$18,772.00
	4	4th Year	$832.00	$21,632.00
	5	5th Year	$982.00	$25,532.00
	6	6th Year	$1,206.00	$31,356.00

104

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After May 9, 1995 and Before July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
70C***	1	1st Year	$1,142.00	$29,692.00
	2	2nd Year	$1,212.00	$31,512.00
	3	3rd Year	$1,323.00	$34,398.00
	4	4th Year	$1,522.00	$39,572.00
	5	5th Year	$1,797.00	$46,722.00
	6	6th Year	$2,168.00	$56,368.00
71C****	1	1st Year	$1,255.00	$32,630.00
	2	2nd Year	$1,335.00	$34,710.00
	3	3rd Year	$1,456.00	$37,856.00
	4	4th Year	$1,676.00	$43,576.00
	5	5th Year	$1,977.00	$51,402.00
	6	6th Year	$2,393.00	$62,218.00
72C*****	1	1st Year	$1,358.00	$35,308.00
	2	2nd Year	$1,408.00	$36,608.00
	3	3rd Year	$1,458.00	$37,908.00
	4	4th Year	$1,508.00	$39,208.00
	5	5th Year	$1,559.00	$40,534.00
	6	6th Year	$1,609.00	$41,834.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
70C***	1	1st Year	$1,193.00	$31,018.00
	2	2nd Year	$1,267.00	$32,942.00
	3	3rd Year	$1,383.00	$35,958.00
	4	4th Year	$1,590.00	$41,340.00
	5	5th Year	$1,878.00	$48,828.00
	6	6th Year	$2,266.00	$58,916.00
71C****	1	1st Year	$1,311.00	$34,086.00
	2	2nd Year	$1,395.00	$36,270.00
	3	3rd Year	$1,522.00	$39,572.00
	4	4th Year	$1,751.00	$45,526.00
	5	5th Year	$2,066.00	$53,716.00
	6	6th Year	$2,501.00	$65,026.00
72C*****	1	1st Year	$1,419.00	$36,894.00
	2	2nd Year	$1,471.00	$38,246.00
	3	3rd Year	$1,524.00	$39,624.00
	4	4th Year	$1,576.00	$40,976.00
	5	5th Year	$1,629.00	$42,354.00
	6	6th Year	$1,681.00	$43,706.00

* Ranges 37, 61, 62 and 63 are for a 25 hour week.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkout time incurred.

**** The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any checkout time incurred.

***** The Security Guard range and all steps were increased beginning with effective date July 28, 2003.

105

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
34D	1	1st Year	$938.00	$24,388.00
	2	2nd Year	$983.00	$25,558.00
	3	3rd Year	$1,250.00	$32,500.00
	4	4th Year	$1,350.00	$35,100.00
	5	5th Year	$1,457.00	$37,882.00
	6	6th Year+	$1,572.00	$40,872.00
35D	Single Rate		$1,279.00	$33,254.00
36D	1	1st Year	$1,032.00	$26,832.00
	2	2nd Year	$1,105.00	$28,730.00
	3	3rd Year	$1,538.00	$39,988.00
	4	4th Year	$1,598.00	$41,548.00
	5	5th Year	$1,917.00	$49,842.00
	6	6th Year+	$2,019.00	$52,494.00
37D*	1	1st Year	$486.00	$12,636.00
	2	2nd Year	$519.00	$13,494.00
	3	3rd Year	$664.00	$17,264.00
	4	4th Year	$762.00	$19,812.00
	5	5th Year	$901.00	$23,426.00
	6	6th Year+	$1,083.00	$28,158.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
34D	1	1st Year	$971.00	$25,246.00
	2	2nd Year	$1,017.00	$26,442.00
	3	3rd Year	$1,294.00	$33,644.00
	4	4th Year	$1,397.00	$36,322.00
	5	5th Year	$1,508.00	$39,208.00
	6	6th Year+	$1,627.00	$42,302.00
35D	Single Rate		$1,324.00	$34,424.00
36D	1	1st Year	$1,068.00	$27,768.00
	2	2nd Year	$1,144.00	$29,744.00
	3	3rd Year	$1,592.00	$41,392.00
	4	4th Year	$1,654.00	$43,004.00
	5	5th Year	$1,984.00	$51,584.00
	6	6th Year+	$2,090.00	$54,340.00
37D*	1	1st Year	$503.00	$13,078.00
	2	2nd Year	$537.00	$13,962.00
	3	3rd Year	$687.00	$17,862.00
	4	4th Year	$789.00	$20,514.00
	5	5th Year	$933.00	$24,258.00
	6	6th Year+	$1,121.00	$29,146.00

106

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
39D	1	1st Year	$783.00	$20,358.00
	2	2nd Year	$834.00	$21,684.00
	3	3rd Year	$1,070.00	$27,820.00
	4	4th Year	$1,232.00	$32,032.00
	5	5th Year	$1,452.00	$37,752.00
	6	6th Year+	$1,729.00	$44,954.00
40D	1	1st Year	$979.00	$25,454.00
	2	2nd Year	$1,043.00	$27,118.00
	3	3rd Year	$1,337.00	$34,762.00
	4	4th Year	$1,538.00	$39,988.00
	5	5th Year	$1,814.00	$47,164.00
	6	6th Year+	$2,116.00	$55,016.00
41D	1	1st Year	$871.00	$22,646.00
	2	2nd Year	$926.00	$24,076.00
	3	3rd Year	$1,187.00	$30,862.00
	4	4th Year	$1,365.00	$35,490.00
	5	5th Year	$1,610.00	$41,860.00
	6	6th Year+	$1,920.00	$49,920.00
42D	1	1st Year	$918.00	$23,868.00
	2	2nd Year	$978.00	$25,428.00
	3	3rd Year	$1,254.00	$32,604.00
	4	4th Year	$1,442.00	$37,492.00
	5	5th Year	$1,703.00	$44,278.00
	6	6th Year+	$1,995.00	$51,870.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
39D	1	1st Year	$810.00	$21,060.00
	2	2nd Year	$863.00	$22,438.00
	3	3rd Year	$1,107.00	$28,782.00
	4	4th Year	$1,275.00	$33,150.00
	5	5th Year	$1,503.00	$39,078.00
	6	6th Year+	$1,790.00	$46,540.00
40D	1	1st Year	$1,013.00	$26,338.00
	2	2nd Year	$1,080.00	$28,080.00
	3	3rd Year	$1,384.00	$35,984.00
	4	4th Year	$1,592.00	$41,392.00
	5	5th Year	$1,877.00	$48,802.00
	6	6th Year+	$2,190.00	$56,940.00
41D	1	1st Year	$901.00	$23,426.00
	2	2nd Year	$958.00	$24,908.00
	3	3rd Year	$1,229.00	$31,954.00
	4	4th Year	$1,413.00	$36,738.00
	5	5th Year	$1,666.00	$43,316.00
	6	6th Year+	$1,987.00	$51,662.00
42D	1	1st Year	$950.00	$24,700.00
	2	2nd Year	$1,012.00	$26,312.00
	3	3rd Year	$1,298.00	$33,748.00
	4	4th Year	$1,492.00	$38,792.00
	5	5th Year	$1,763.00	$45,838.00
	6	6th Year+	$2,065.00	$53,690.00

107

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
43D	1	1st Year	$959.00	$24,934.00
	2	2nd Year	$1,023.00	$26,598.00
	3	3rd Year	$1,311.00	$34,086.00
	4	4th Year	$1,507.00	$39,182.00
	5	5th Year	$1,780.00	$46,280.00
	6	6th Year+	$2,081.00	$54,106.00
44D	1	1st Year	$1,008.00	$26,208.00
	2	2nd Year	$1,073.00	$27,898.00
	3	3rd Year	$1,374.00	$35,724.00
	4	4th Year	$1,580.00	$41,080.00
	5	5th Year	$1,863.00	$48,438.00
	6	6th Year+	$2,163.00	$56,238.00
45D	1	1st Year	$1,047.00	$27,222.00
	2	2nd Year	$1,115.00	$28,990.00
	3	3rd Year	$1,429.00	$37,154.00
	4	4th Year	$1,646.00	$42,796.00
	5	5th Year	$1,941.00	$50,466.00
	6	6th Year+	$2,259.00	$58,734.00
46D	1	1st Year	$1,100.00	$28,600.00
	2	2nd Year	$1,170.00	$30,420.00
	3	3rd Year	$1,501.00	$39,026.00
	4	4th Year	$1,725.00	$44,850.00
	5	5th Year	$2,038.00	$52,988.00
	6	6th Year+	$2,362.00	$61,412.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
43D	1	1st Year	$993.00	$25,818.00
	2	2nd Year	$1,059.00	$27,534.00
	3	3rd Year	$1,357.00	$35,282.00
	4	4th Year	$1,560.00	$40,560.00
	5	5th Year	$1,842.00	$47,892.00
	6	6th Year+	$2,154.00	$56,004.00
44D	1	1st Year	$1,043.00	$27,118.00
	2	2nd Year	$1,111.00	$28,886.00
	3	3rd Year	$1,422.00	$36,972.00
	4	4th Year	$1,635.00	$42,510.00
	5	5th Year	$1,928.00	$50,128.00
	6	6th Year+	$2,239.00	$58,214.00
45D	1	1st Year	$1,084.00	$28,184.00
	2	2nd Year	$1,154.00	$30,004.00
	3	3rd Year	$1,479.00	$38,454.00
	4	4th Year	$1,704.00	$44,304.00
	5	5th Year	$2,009.00	$52,234.00
	6	6th Year+	$2,338.00	$60,788.00
46D	1	1st Year	$1,139.00	$29,614.00
	2	2nd Year	$1,211.00	$31,486.00
	3	3rd Year	$1,554.00	$40,404.00
	4	4th Year	$1,785.00	$46,410.00
	5	5th Year	$2,109.00	$54,834.00
	6	6th Year+	$2,445.00	$63,570.00

108

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
47D	1	1st Year	$1,145.00	$29,770.00
	2	2nd Year	$1,221.00	$31,746.00
	3	3rd Year	$1,564.00	$40,664.00
	4	4th Year	$1,800.00	$46,800.00
	5	5th Year	$2,121.00	$55,146.00
	6	6th Year+	$2,454.00	$63,804.00
47R	TBA Desk		$2,588.00	$67,288.00
48D	1	1st Year	$1,187.00	$30,862.00
	2	2nd Year	$1,265.00	$32,890.00
	3	3rd Year	$1,623.00	$42,198.00
	4	4th Year	$1,863.00	$48,438.00
	5	5th Year	$2,201.00	$57,226.00
	6	6th Year+	$2,570.00	$66,820.00
49D	1	1st Year	$1,239.00	$32,214.00
	2	2nd Year	$1,319.00	$34,294.00
	3	3rd Year	$1,690.00	$43,940.00
	4	4th Year	$1,943.00	$50,518.00
	5	5th Year	$2,295.00	$59,670.00
	6	6th Year+	$2,681.00	$69,706.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
47D	1	1st Year	$1,185.00	$30,810.00
	2	2nd Year	$1,264.00	$32,864.00
	3	3rd Year	$1,619.00	$42,094.00
	4	4th Year	$1,863.00	$48,438.00
	5	5th Year	$2,195.00	$57,070.00
	6	6th Year+	$2,540.00	$66,040.00
47R	TBA Desk		$2,679.00	$69,654.00
48D	1	1st Year	$1,229.00	$31,954.00
	2	2nd Year	$1,309.00	$34,034.00
	3	3rd Year	$1,680.00	$43,680.00
	4	4th Year	$1,928.00	$50,128.00
	5	5th Year	$2,278.00	$59,228.00
	6	6th Year+	$2,660.00	$69,160.00
49D	1	1st Year	$1,282.00	$33,332.00
	2	2nd Year	$1,365.00	$35,490.00
	3	3rd Year	$1,749.00	$45,474.00
	4	4th Year	$2,011.00	$52,286.00
	5	5th Year	$2,375.00	$61,750.00
	6	6th Year+	$2,775.00	$72,150.00

109

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
50D	1	1st Year	$1,294.00	$33,644.00
	2	2nd Year	$1,380.00	$35,880.00
	3	3rd Year	$1,768.00	$45,968.00
	4	4th Year	$2,036.00	$52,936.00
	5	5th Year	$2,401.00	$62,426.00
	6	6th Year+	$2,795.00	$72,670.00
52D**	1	1st Year	$635.00	$16,510.00
	2	2nd Year	$676.00	$17,576.00
	3	3rd Year	$868.00	$22,568.00
	4	4th Year	$998.00	$25,948.00
	5	5th Year	$1,176.00	$30,576.00
	6	6th Year+	$1,395.00	$36,270.00
53D**	1	1st Year	$668.00	$17,368.00
	2	2nd Year	$709.00	$18,434.00
	3	3rd Year	$910.00	$23,660.00
	4	4th Year	$1,046.00	$27,196.00
	5	5th Year	$1,235.00	$32,110.00
	6	6th Year+	$1,476.00	$38,376.00
54D**	1	1st Year	$685.00	$17,810.00
	2	2nd Year	$731.00	$19,006.00
	3	3rd Year	$936.00	$24,336.00
	4	4th Year	$1,074.00	$27,924.00
	5	5th Year	$1,269.00	$32,994.00
	6	6th Year+	$1,559.00	$40,534.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
50D	1	1st Year	$1,339.00	$34,814.00
	2	2nd Year	$1,428.00	$37,128.00
	3	3rd Year	$1,830.00	$47,580.00
	4	4th Year	$2,107.00	$54,782.00
	5	5th Year	$2,485.00	$64,610.00
	6	6th Year+	$2,893.00	$75,218.00
52D**	1	1st Year	$657.00	$17,082.00
	2	2nd Year	$700.00	$18,200.00
	3	3rd Year	$898.00	$23,348.00
	4	4th Year	$1,033.00	$26,858.00
	5	5th Year	$1,217.00	$31,642.00
	6	6th Year+	$1,444.00	$37,544.00
53D**	1	1st Year	$691.00	$17,966.00
	2	2nd Year	$734.00	$19,084.00
	3	3rd Year	$942.00	$24,492.00
	4	4th Year	$1,083.00	$28,158.00
	5	5th Year	$1,278.00	$33,228.00
	6	6th Year+	$1,528.00	$39,728.00
54D**	1	1st Year	$709.00	$18,434.00
	2	2nd Year	$757.00	$19,682.00
	3	3rd Year	$969.00	$25,194.00
	4	4th Year	$1,112.00	$28,912.00
	5	5th Year	$1,313.00	$34,138.00
	6	6th Year+	$1,614.00	$41,964.00

110

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
57D**	1	1st Year	$798.00	$20,748.00
	2	2nd Year	$849.00	$22,074.00
	3	3rd Year	$1,089.00	$28,314.00
	4	4th Year	$1,251.00	$32,526.00
	5	5th Year	$1,478.00	$38,428.00
	6	6th Year+	$1,805.00	$46,930.00
58D**	1	1st Year	$937.00	$24,362.00
	2	2nd Year	$996.00	$25,896.00
	3	3rd Year	$1,277.00	$33,202.00
	4	4th Year	$1,468.00	$38,168.00
	5	5th Year	$1,734.00	$45,084.00
	6	6th Year+	$2,074.00	$53,924.00
60D**	1	1st Year	$1,077.00	$28,002.00
	2	2nd Year	$1,146.00	$29,796.00
	3	3rd Year	$1,468.00	$38,168.00
	4	4th Year	$1,689.00	$43,914.00
	5	5th Year	$1,995.00	$51,870.00
	6	6th Year+	$2,422.00	$62,972.00
61D*	1	1st Year	$455.00	$11,830.00
	2	2nd Year	$485.00	$12,610.00
	3	3rd Year	$623.00	$16,198.00
	4	4th Year	$716.00	$18,616.00
	5	5th Year	$842.00	$21,892.00
	6	6th Year+	$1,017.00	$26,442.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
57D**	1	1st Year	$826.00	$21,476.00
	2	2nd Year	$879.00	$22,854.00
	3	3rd Year	$1,127.00	$29,302.00
	4	4th Year	$1,295.00	$33,670.00
	5	5th Year	$1,530.00	$39,780.00
	6	6th Year+	$1,868.00	$48,568.00
58D**	1	1st Year	$970.00	$25,220.00
	2	2nd Year	$1,031.00	$26,806.00
	3	3rd Year	$1,322.00	$34,372.00
	4	4th Year	$1,519.00	$39,494.00
	5	5th Year	$1,795.00	$46,670.00
	6	6th Year+	$2,147.00	$55,822.00
60D**	1	1st Year	$1,115.00	$28,990.00
	2	2nd Year	$1,186.00	$30,836.00
	3	3rd Year	$1,519.00	$39,494.00
	4	4th Year	$1,748.00	$45,448.00
	5	5th Year	$2,065.00	$53,690.00
	6	6th Year+	$2,507.00	$65,182.00
61D*	1	1st Year	$471.00	$12,246.00
	2	2nd Year	$502.00	$13,052.00
	3	3rd Year	$645.00	$16,770.00
	4	4th Year	$741.00	$19,266.00
	5	5th Year	$871.00	$22,646.00
	6	6th Year+	$1,053.00	$27,378.00

111

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
62D*	1	1st Year	$438.00	$11,388.00
	2	2nd Year	$467.00	$12,142.00
	3	3rd Year	$596.00	$15,496.00
	4	4th Year	$685.00	$17,810.00
	5	5th Year	$810.00	$21,060.00
	6	6th Year+	$962.00	$25,012.00
63D*	1	1st Year	$472.00	$12,272.00
	2	2nd Year	$503.00	$13,078.00
	3	3rd Year	$645.00	$16,770.00
	4	4th Year	$743.00	$19,318.00
	5	5th Year	$877.00	$22,802.00
	6	6th Year+	$1,077.00	$28,002.00
70D***	1	1st Year	$906.00	$23,556.00
	2	2nd Year	$962.00	$25,012.00
	3	3rd Year	$1,235.00	$32,110.00
	4	4th Year	$1,421.00	$36,946.00
	5	5th Year	$1,677.00	$43,602.00
	6	6th Year+	$2,024.00	$52,624.00
71D****	1	1st Year	$996.00	$25,896.00
	2	2nd Year	$1,060.00	$27,560.00
	3	3rd Year	$1,359.00	$35,334.00
	4	4th Year	$1,564.00	$40,664.00
	5	5th Year	$1,845.00	$47,970.00
	6	6th Year+	$2,234.00	$58,084.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
62D*	1	1st Year	$453.00	$11,778.00
	2	2nd Year	$483.00	$12,558.00
	3	3rd Year	$617.00	$16,042.00
	4	4th Year	$709.00	$18,434.00
	5	5th Year	$838.00	$21,788.00
	6	6th Year+	$996.00	$25,896.00
63D*	1	1st Year	$489.00	$12,714.00
	2	2nd Year	$521.00	$13,546.00
	3	3rd Year	$668.00	$17,368.00
	4	4th Year	$769.00	$19,994.00
	5	5th Year	$908.00	$23,608.00
	6	6th Year+	$1,115.00	$28,990.00
70D***	1	1st Year	$938.00	$24,388.00
	2	2nd Year	$996.00	$25,896.00
	3	3rd Year	$1,278.00	$33,228.00
	4	4th Year	$1,471.00	$38,246.00
	5	5th Year	$1,736.00	$45,136.00
	6	6th Year+	$2,095.00	$54,470.00
71D****	1	1st Year	$1,031.00	$26,806.00
	2	2nd Year	$1,097.00	$28,522.00
	3	3rd Year	$1,407.00	$36,582.00
	4	4th Year	$1,619.00	$42,094.00
	5	5th Year	$1,910.00	$49,660.00
	6	6th Year+	$2,312.00	$60,112.00

112

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/07 To 7/27/08

Grade	Step	Interval	Bi-Weekly	Annual
72D*****	1	1st Year	$1,118.00	$29,068.00
	2	2nd Year	$1,159.00	$30,134.00
	3	3rd Year	$1,361.00	$35,386.00
	4	4th Year	$1,408.00	$36,608.00
	5	5th Year	$1,455.00	$37,830.00
	6	6th Year	$1,502.00	$39,052.00

Effective: From 7/28/08 To 7/27/09

Grade	Step	Interval	Bi-Weekly	Annual
72D*****	1	1st Year	$1,157.00	$30,082.00
	2	2nd Year	$1,200.00	$31,200.00
	3	3rd Year	$1,409.00	$36,634.00
	4	4th Year	$1,457.00	$37,882.00
	5	5th Year	$1,506.00	$39,156.00
	6	6th Year	$1,555.00	$40,430.00

* Ranges 37, 61, 62 and 63 are for a 25 hour week.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkout time incurred.

**** The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any checkout time incurred.

***** The Security Guard range and all steps were increased beginning with effective date July 28, 2003.

113

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
34D	1	1st Year	$1,005.00	$26,130.00
	2	2nd Year	$1,053.00	$27,378.00
	3	3rd Year	$1,339.00	$34,814.00
	4	4th Year	$1,446.00	$37,596.00
	5	5th Year	$1,561.00	$40,586.00
	6	6th Year+	$1,684.00	$43,784.00
35D	Single Rate		$1,370.00	$35,620.00
36D	1	1st Year	$1,105.00	$28,730.00
	2	2nd Year	$1,184.00	$30,784.00
	3	3rd Year	$1,648.00	$42,848.00
	4	4th Year	$1,712.00	$44,512.00
	5	5th Year	$2,053.00	$53,378.00
	6	6th Year+	$2,163.00	$56,238.00
37D*	1	1st Year	$521.00	$13,546.00
	2	2nd Year	$556.00	$14,456.00
	3	3rd Year	$711.00	$18,486.00
	4	4th Year	$817.00	$21,242.00
	5	5th Year	$966.00	$25,116.00
	6	6th Year+	$1,160.00	$30,160.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
34D	1	1st Year	$1,050.00	$27,300.00
	2	2nd Year	$1,100.00	$28,600.00
	3	3rd Year	$1,399.00	$36,374.00
	4	4th Year	$1,511.00	$39,286.00
	5	5th Year	$1,631.00	$42,406.00
	6	6th Year+	$1,760.00	$45,760.00
35D	Single Rate		$1,432.00	$37,232.00
36D	1	1st Year	$1,155.00	$30,030.00
	2	2nd Year	$1,237.00	$32,162.00
	3	3rd Year	$1,722.00	$44,772.00
	4	4th Year	$1,789.00	$46,514.00
	5	5th Year	$2,145.00	$55,770.00
	6	6th Year+	$2,260.00	$58,760.00
37D*	1	1st Year	$544.00	$14,144.00
	2	2nd Year	$581.00	$15,106.00
	3	3rd Year	$743.00	$19,318.00
	4	4th Year	$854.00	$22,204.00
	5	5th Year	$1,009.00	$26,234.00
	6	6th Year+	$1,212.00	$31,512.00

114

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
39D	1	1st Year	$838.00	$21,788.00
	2	2nd Year	$893.00	$23,218.00
	3	3rd Year	$1,146.00	$29,796.00
	4	4th Year	$1,320.00	$34,320.00
	5	5th Year	$1,556.00	$40,456.00
	6	6th Year+	$1,853.00	$48,178.00
40D	1	1st Year	$1,048.00	$27,248.00
	2	2nd Year	$1,118.00	$29,068.00
	3	3rd Year	$1,432.00	$37,232.00
	4	4th Year	$1,648.00	$42,848.00
	5	5th Year	$1,943.00	$50,518.00
	6	6th Year+	$2,267.00	$58,942.00
41D	1	1st Year	$933.00	$24,258.00
	2	2nd Year	$992.00	$25,792.00
	3	3rd Year	$1,272.00	$33,072.00
	4	4th Year	$1,462.00	$38,012.00
	5	5th Year	$1,724.00	$44,824.00
	6	6th Year+	$2,057.00	$53,482.00
42D	1	1st Year	$983.00	$25,558.00
	2	2nd Year	$1,047.00	$27,222.00
	3	3rd Year	$1,343.00	$34,918.00
	4	4th Year	$1,544.00	$40,144.00
	5	5th Year	$1,825.00	$47,450.00
	6	6th Year+	$2,137.00	$55,562.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
39D	1	1st Year	$876.00	$22,776.00
	2	2nd Year	$933.00	$24,258.00
	3	3rd Year	$1,198.00	$31,148.00
	4	4th Year	$1,379.00	$35,854.00
	5	5th Year	$1,626.00	$42,276.00
	6	6th Year+	$1,936.00	$50,336.00
40D	1	1st Year	$1,095.00	$28,470.00
	2	2nd Year	$1,168.00	$30,368.00
	3	3rd Year	$1,496.00	$38,896.00
	4	4th Year	$1,722.00	$44,772.00
	5	5th Year	$2,030.00	$52,780.00
	6	6th Year+	$2,369.00	$61,594.00
41D	1	1st Year	$975.00	$25,350.00
	2	2nd Year	$1,037.00	$26,962.00
	3	3rd Year	$1,329.00	$34,554.00
	4	4th Year	$1,528.00	$39,728.00
	5	5th Year	$1,802.00	$46,852.00
	6	6th Year+	$2,150.00	$55,900.00
42D	1	1st Year	$1,027.00	$26,702.00
	2	2nd Year	$1,094.00	$28,444.00
	3	3rd Year	$1,403.00	$36,478.00
	4	4th Year	$1,613.00	$41,938.00
	5	5th Year	$1,907.00	$49,582.00
	6	6th Year+	$2,233.00	$58,058.00

115

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
43D	1	1st Year	$1,028.00	$26,728.00
	2	2nd Year	$1,096.00	$28,496.00
	3	3rd Year	$1,404.00	$36,504.00
	4	4th Year	$1,615.00	$41,990.00
	5	5th Year	$1,906.00	$49,556.00
	6	6th Year+	$2,229.00	$57,954.00
44D	1	1st Year	$1,080.00	$28,080.00
	2	2nd Year	$1,150.00	$29,900.00
	3	3rd Year	$1,472.00	$38,272.00
	4	4th Year	$1,692.00	$43,992.00
	5	5th Year	$1,995.00	$51,870.00
	6	6th Year+	$2,317.00	$60,242.00
45D	1	1st Year	$1,122.00	$29,172.00
	2	2nd Year	$1,194.00	$31,044.00
	3	3rd Year	$1,531.00	$39,806.00
	4	4th Year	$1,764.00	$45,864.00
	5	5th Year	$2,079.00	$54,054.00
	6	6th Year+	$2,420.00	$62,920.00
46D	1	1st Year	$1,179.00	$30,654.00
	2	2nd Year	$1,253.00	$32,578.00
	3	3rd Year	$1,608.00	$41,808.00
	4	4th Year	$1,847.00	$48,022.00
	5	5th Year	$2,183.00	$56,758.00
	6	6th Year+	$2,531.00	$65,806.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
43D	1	1st Year	$1,074.00	$27,924.00
	2	2nd Year	$1,145.00	$29,770.00
	3	3rd Year	$1,467.00	$38,142.00
	4	4th Year	$1,688.00	$43,888.00
	5	5th Year	$1,992.00	$51,792.00
	6	6th Year+	$2,329.00	$60,554.00
44D	1	1st Year	$1,129.00	$29,354.00
	2	2nd Year	$1,202.00	$31,252.00
	3	3rd Year	$1,538.00	$39,988.00
	4	4th Year	$1,768.00	$45,968.00
	5	5th Year	$2,085.00	$54,210.00
	6	6th Year+	$2,421.00	$62,946.00
45D	1	1st Year	$1,172.00	$30,472.00
	2	2nd Year	$1,248.00	$32,448.00
	3	3rd Year	$1,600.00	$41,600.00
	4	4th Year	$1,843.00	$47,918.00
	5	5th Year	$2,173.00	$56,498.00
	6	6th Year+	$2,529.00	$65,754.00
46D	1	1st Year	$1,232.00	$32,032.00
	2	2nd Year	$1,309.00	$34,034.00
	3	3rd Year	$1,680.00	$43,680.00
	4	4th Year	$1,930.00	$50,180.00
	5	5th Year	$2,281.00	$59,306.00
	6	6th Year+	$2,645.00	$68,770.00

116

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
47D	1	1st Year	$1,226.00	$31,876.00
	2	2nd Year	$1,308.00	$34,008.00
	3	3rd Year	$1,676.00	$43,576.00
	4	4th Year	$1,928.00	$50,128.00
	5	5th Year	$2,272.00	$59,072.00
	6	6th Year+	$2,629.00	$68,354.00
47R	TBA Desk		$2,773.00	$72,098.00
48D	1	1st Year	$1,272.00	$33,072.00
	2	2nd Year	$1,355.00	$35,230.00
	3	3rd Year	$1,739.00	$45,214.00
	4	4th Year	$1,995.00	$51,870.00
	5	5th Year	$2,358.00	$61,308.00
	6	6th Year+	$2,753.00	$71,578.00
49D	1	1st Year	$1,327.00	$34,502.00
	2	2nd Year	$1,413.00	$36,738.00
	3	3rd Year	$1,810.00	$47,060.00
	4	4th Year	$2,081.00	$54,106.00
	5	5th Year	$2,458.00	$63,908.00
	6	6th Year+	$2,872.00	$74,672.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
47D	1	1st Year	$1,281.00	$33,306.00
	2	2nd Year	$1,367.00	$35,542.00
	3	3rd Year	$1,751.00	$45,526.00
	4	4th Year	$2,015.00	$52,390.00
	5	5th Year	$2,374.00	$61,724.00
	6	6th Year+	$2,747.00	$71,422.00
47R	TBA Desk		$2,898.00	$75,348.00
48D	1	1st Year	$1,329.00	$34,554.00
	2	2nd Year	$1,416.00	$36,816.00
	3	3rd Year	$1,817.00	$47,242.00
	4	4th Year	$2,085.00	$54,210.00
	5	5th Year	$2,464.00	$64,064.00
	6	6th Year+	$2,877.00	$74,802.00
49D	1	1st Year	$1,387.00	$36,062.00
	2	2nd Year	$1,477.00	$38,402.00
	3	3rd Year	$1,891.00	$49,166.00
	4	4th Year	$2,175.00	$56,550.00
	5	5th Year	$2,569.00	$66,794.00
	6	6th Year+	$3,001.00	$78,026.00

117

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
50D	1	1st Year	$1,386.00	$36,036.00
	2	2nd Year	$1,478.00	$38,428.00
	3	3rd Year	$1,894.00	$49,244.00
	4	4th Year	$2,181.00	$56,706.00
	5	5th Year	$2,572.00	$66,872.00
	6	6th Year+	$2,994.00	$77,844.00
52D**	1	1st Year	$680.00	$17,680.00
	2	2nd Year	$725.00	$18,850.00
	3	3rd Year	$929.00	$24,154.00
	4	4th Year	$1,069.00	$27,794.00
	5	5th Year	$1,260.00	$32,760.00
	6	6th Year+	$1,495.00	$38,870.00
53D**	1	1st Year	$715.00	$18,590.00
	2	2nd Year	$760.00	$19,760.00
	3	3rd Year	$975.00	$25,350.00
	4	4th Year	$1,121.00	$29,146.00
	5	5th Year	$1,323.00	$34,398.00
	6	6th Year+	$1,581.00	$41,106.00
54D**	1	1st Year	$734.00	$19,084.00
	2	2nd Year	$783.00	$20,358.00
	3	3rd Year	$1,003.00	$26,078.00
	4	4th Year	$1,151.00	$29,926.00
	5	5th Year	$1,359.00	$35,334.00
	6	6th Year+	$1,670.00	$43,420.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
50D	1	1st Year	$1,448.00	$37,648.00
	2	2nd Year	$1,545.00	$40,170.00
	3	3rd Year	$1,979.00	$51,454.00
	4	4th Year	$2,279.00	$59,254.00
	5	5th Year	$2,688.00	$69,888.00
	6	6th Year+	$3,129.00	$81,354.00
52D**	1	1st Year	$711.00	$18,486.00
	2	2nd Year	$758.00	$19,708.00
	3	3rd Year	$971.00	$25,246.00
	4	4th Year	$1,117.00	$29,042.00
	5	5th Year	$1,317.00	$34,242.00
	6	6th Year+	$1,562.00	$40,612.00
53D**	1	1st Year	$747.00	$19,422.00
	2	2nd Year	$794.00	$20,644.00
	3	3rd Year	$1,019.00	$26,494.00
	4	4th Year	$1,171.00	$30,446.00
	5	5th Year	$1,383.00	$35,958.00
	6	6th Year+	$1,652.00	$42,952.00
54D**	1	1st Year	$767.00	$19,942.00
	2	2nd Year	$818.00	$21,268.00
	3	3rd Year	$1,048.00	$27,248.00
	4	4th Year	$1,203.00	$31,278.00
	5	5th Year	$1,420.00	$36,920.00
	6	6th Year+	$1,745.00	$45,370.00

118

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
57D**	1	1st Year	$855.00	$22,230.00
	2	2nd Year	$910.00	$23,660.00
	3	3rd Year	$1,166.00	$30,316.00
	4	4th Year	$1,340.00	$34,840.00
	5	5th Year	$1,584.00	$41,184.00
	6	6th Year+	$1,933.00	$50,258.00
58D**	1	1st Year	$1,004.00	$26,104.00
	2	2nd Year	$1,067.00	$27,742.00
	3	3rd Year	$1,368.00	$35,568.00
	4	4th Year	$1,572.00	$40,872.00
	5	5th Year	$1,858.00	$48,308.00
	6	6th Year+	$2,222.00	$57,772.00
60D**	1	1st Year	$1,154.00	$30,004.00
	2	2nd Year	$1,228.00	$31,928.00
	3	3rd Year	$1,572.00	$40,872.00
	4	4th Year	$1,809.00	$47,034.00
	5	5th Year	$2,137.00	$55,562.00
	6	6th Year+	$2,595.00	$67,470.00
61D*	1	1st Year	$487.00	$12,662.00
	2	2nd Year	$520.00	$13,520.00
	3	3rd Year	$668.00	$17,368.00
	4	4th Year	$767.00	$19,942.00
	5	5th Year	$901.00	$23,426.00
	6	6th Year+	$1,090.00	$28,340.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
57D**	1	1st Year	$893.00	$23,218.00
	2	2nd Year	$951.00	$24,726.00
	3	3rd Year	$1,218.00	$31,668.00
	4	4th Year	$1,400.00	$36,400.00
	5	5th Year	$1,655.00	$43,030.00
	6	6th Year+	$2,020.00	$52,520.00
58D**	1	1st Year	$1,049.00	$27,274.00
	2	2nd Year	$1,115.00	$28,990.00
	3	3rd Year	$1,430.00	$37,180.00
	4	4th Year	$1,643.00	$42,718.00
	5	5th Year	$1,942.00	$50,492.00
	6	6th Year+	$2,322.00	$60,372.00
60D**	1	1st Year	$1,206.00	$31,356.00
	2	2nd Year	$1,283.00	$33,358.00
	3	3rd Year	$1,643.00	$42,718.00
	4	4th Year	$1,890.00	$49,140.00
	5	5th Year	$2,233.00	$58,058.00
	6	6th Year+	$2,712.00	$70,512.00
61D*	1	1st Year	$509.00	$13,234.00
	2	2nd Year	$543.00	$14,118.00
	3	3rd Year	$698.00	$18,148.00
	4	4th Year	$802.00	$20,852.00
	5	5th Year	$942.00	$24,492.00
	6	6th Year+	$1,139.00	$29,614.00

119

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
62D*	1	1st Year	$469.00	$12,194.00
	2	2nd Year	$500.00	$13,000.00
	3	3rd Year	$639.00	$16,614.00
	4	4th Year	$734.00	$19,084.00
	5	5th Year	$867.00	$22,542.00
	6	6th Year+	$1,031.00	$26,806.00
63D*	1	1st Year	$506.00	$13,156.00
	2	2nd Year	$539.00	$14,014.00
	3	3rd Year	$691.00	$17,966.00
	4	4th Year	$796.00	$20,696.00
	5	5th Year	$940.00	$24,440.00
	6	6th Year+	$1,154.00	$30,004.00
70D***	1	1st Year	$971.00	$25,246.00
	2	2nd Year	$1,031.00	$26,806.00
	3	3rd Year	$1,323.00	$34,398.00
	4	4th Year	$1,522.00	$39,572.00
	5	5th Year	$1,797.00	$46,722.00
	6	6th Year+	$2,168.00	$56,368.00
71D****	1	1st Year	$1,067.00	$27,742.00
	2	2nd Year	$1,135.00	$29,510.00
	3	3rd Year	$1,456.00	$37,856.00
	4	4th Year	$1,676.00	$43,576.00
	5	5th Year	$1,977.00	$51,402.00
	6	6th Year+	$2,393.00	$62,218.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
62D*	1	1st Year	$490.00	$12,740.00
	2	2nd Year	$523.00	$13,598.00
	3	3rd Year	$668.00	$17,368.00
	4	4th Year	$767.00	$19,942.00
	5	5th Year	$906.00	$23,556.00
	6	6th Year+	$1,077.00	$28,002.00
63D*	1	1st Year	$529.00	$13,754.00
	2	2nd Year	$563.00	$14,638.00
	3	3rd Year	$722.00	$18,772.00
	4	4th Year	$832.00	$21,632.00
	5	5th Year	$982.00	$25,532.00
	6	6th Year+	$1,206.00	$31,356.00
70D***	1	1st Year	$1,015.00	$26,390.00
	2	2nd Year	$1,077.00	$28,002.00
	3	3rd Year	$1,383.00	$35,958.00
	4	4th Year	$1,590.00	$41,340.00
	5	5th Year	$1,878.00	$48,828.00
	6	6th Year+	$2,266.00	$58,916.00
71D****	1	1st Year	$1,115.00	$28,990.00
	2	2nd Year	$1,186.00	$30,836.00
	3	3rd Year	$1,522.00	$39,572.00
	4	4th Year	$1,751.00	$45,526.00
	5	5th Year	$2,066.00	$53,716.00
	6	6th Year+	$2,501.00	$65,026.00

120

TWU – Salary Ranges for Employees Hired or Promoted into the Bargaining Unit on or After July 28, 2004

Effective: From 7/28/09 To 7/27/10

Grade	Step	Interval	Bi-Weekly	Annual
72D*****	1	1st Year	$1,197.00	$31,122.00
	2	2nd Year	$1,242.00	$32,292.00
	3	3rd Year	$1,458.00	$37,908.00
	4	4th Year	$1,508.00	$39,208.00
	5	5th Year	$1,559.00	$40,534.00
	6	6th Year	$1,609.00	$41,834.00

Effective: From 7/28/10 To 1/27/12

Grade	Step	Interval	Bi-Weekly	Annual
72D*****	1	1st Year	$1,251.00	$32,526.00
	2	2nd Year	$1,298.00	$33,748.00
	3	3rd Year	$1,524.00	$39,624.00
	4	4th Year	$1,576.00	$40,976.00
	5	5th Year	$1,629.00	$42,354.00
	6	6th Year	$1,681.00	$43,706.00

* Ranges 37, 61, 62 and 63 are for a 25 hour week.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkout time incurred.

**** The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any checkout time incurred.

***** The Security Guard range and all steps were increased beginning with effective date July 28, 2003.

121

TWU Part-Time Toll Collectors Hired Before July 28, 2004
Schedule of Hourly Rates and Biweekly Longevity

Effective : 7/28/07 - 7/27/08

Effective: From 7/28/07
To 7/27/08

Grade	Step	Interval	Hourly Rate	Biweekly Longevity Amounts 5 yrs 1.50%	10 yrs 2.5%	15 yrs 3.5%	20 yrs 4.5%	25 yrs 5.5%
70	1	1st Year	$13.3250	$8.99	$14.99	$20.99	$26.98	$32.98
	2	2nd Year	$14.1375	$9.54	$15.90	$22.27	$28.63	$34.99
	3	3rd Year	$15.4375	$10.42	$17.37	$24.31	$31.26	$38.21
	4	4th Year	$17.7625	$11.99	$19.98	$27.98	$35.97	$43.96
	5	5th Year	$20.9625	$14.15	$23.58	$33.02	$42.45	$51.88
	6	6th Year+	$25.3000	$17.08	$28.46	$39.85	$51.23	$62.62

Effective : 7/28/08 - 7/27/09

Effective: From 7/28/08
To 7/27/09

Grade	Step	Interval	Hourly Rate	Biweekly Longevity Amounts 5 yrs 1.50%	10 yrs 2.5%	15 yrs 3.5%	20 yrs 4.5%	25 yrs 5.5%
70	1	1st Year	$13.7875	$9.31	$15.51	$21.72	$27.92	$34.12
	2	2nd Year	$14.6375	$9.88	$16.47	$23.05	$29.64	$36.23
	3	3rd Year	$15.9750	$10.78	$17.97	$25.16	$32.35	$39.54
	4	4th Year	$18.3875	$12.41	$20.69	$28.96	$37.23	$45.51
	5	5th Year	$21.7000	$14.65	$24.41	$34.18	$43.94	$53.71
	6	6th Year+	$26.1875	$17.68	$29.46	$41.25	$53.03	$64.81

Effective : 7/28/09 - 7/27/10

Effective: From 7/28/09
To 7/27/10

Grade	Step	Interval	Hourly Rate	Biweekly Longevity Amounts 5 yrs 1.50%	10 yrs 2.5%	15 yrs 3.5%	20 yrs 4.5%	25 yrs 5.5%
70	1	1st Year	$14.2750	$9.64	$16.06	$22.48	$28.91	$35.33
	2	2nd Year	$15.1500	$10.23	$17.04	$23.86	$30.68	$37.50
	3	3rd Year	$16.5375	$11.16	$18.60	$26.05	$33.49	$40.93
	4	4th Year	$19.0250	$12.84	$21.40	$29.96	$38.53	$47.09
	5	5th Year	$22.4625	$15.16	$25.27	$35.38	$45.49	$55.59
	6	6th Year+	$27.1000	$18.29	$30.49	$42.68	$54.88	$67.07

TWU Part-Time Toll Collectors Hired Before July 28, 2004
Schedule of Hourly Rates and Biweekly Longevity

Effective : 7/28/10 - 1/27/12

Effective: From 7/28/10
To 1/27/12

				Biweekly Longevity Amounts				
				5 yrs	10 yrs	15 yrs	20 yrs	25 yrs
Grade	**Step**	**Interval**	**Hourly Rate**	1.50%	2.5%	3.5%	4.5%	5.5%
70	1	1st Year	$14.9125	$10.07	$16.78	$23.49	$30.20	$36.91
	2	2nd Year	$15.8375	$10.69	$17.82	$24.94	$32.07	$39.20
	3	3rd Year	$17.2875	$11.67	$19.45	$27.23	$35.01	$42.79
	4	4th Year	$19.8750	$13.42	$22.36	$31.30	$40.25	$49.19
	5	5th Year	$23.4750	$15.85	$26.41	$36.97	$47.54	$58.10
	6	6th Year+	$28.3250	$19.12	$31.87	$44.61	$57.36	$70.10

TWU Part-Time Toll Collectors Hired on or After July 28, 2004
Schedule of Hourly Rates and Biweekly Longevity

Effective : 7/28/07 - 7/27/08

Effective: From 7/28/07
To 7/27/08

				Biweekly Longevity Amounts				
				5 yrs	10 yrs	15 yrs	20 yrs	25 yrs
Grade	**Step**	**Interval**	**Hourly Rate**	1.50%	2.5%	3.5%	4.5%	5.5%
70A	1	1st Year	$11.3250	$7.64	$12.74	$17.84	$22.93	$28.03
	2	2nd Year	$12.0250	$8.12	$13.53	$18.94	$24.35	$29.76
	3	3rd Year	$15.4375	$10.42	$17.37	$24.31	$31.26	$38.21
	4	4th Year	$17.7625	$11.99	$19.98	$27.98	$35.97	$43.96
	5	5th Year	$20.9625	$14.15	$23.58	$33.02	$42.45	$51.88
	6	6th Year+	$25.3000	$17.08	$28.46	$39.85	$51.23	$62.62

Effective : 7/28/08 - 7/27/09

Effective: From 7/28/08
To 7/27/09

				Biweekly Longevity Amounts				
				5 yrs	10 yrs	15 yrs	20 yrs	25 yrs
Grade	**Step**	**Interval**	**Hourly Rate**	1.50%	2.5%	3.5%	4.5%	5.5%
70A	1	1st Year	$11.7250	$7.91	$13.19	$18.47	$23.74	$29.02
	2	2nd Year	$12.4500	$8.40	$14.01	$19.61	$25.21	$30.81
	3	3rd Year	$15.9750	$10.78	$17.97	$25.16	$32.35	$39.54
	4	4th Year	$18.3875	$12.41	$20.69	$28.96	$37.23	$45.51
	5	5th Year	$21.7000	$14.65	$24.41	$34.18	$43.94	$53.71
	6	6th Year+	$26.1875	$17.68	$29.46	$41.25	$53.03	$64.81

Effective : 7/28/09 - 7/27/10

Effective: From 7/28/09
To 7/27/10

				Biweekly Longevity Amounts				
				5 yrs	10 yrs	15 yrs	20 yrs	25 yrs
Grade	**Step**	**Interval**	**Hourly Rate**	1.50%	2.5%	3.5%	4.5%	5.5%
70A	1	1st Year	$12.1375	$8.19	$13.65	$19.12	$24.58	$30.04
	2	2nd Year	$12.8875	$8.70	$14.50	$20.30	$26.10	$31.90
	3	3rd Year	$16.5375	$11.16	$18.60	$26.05	$33.49	$40.93
	4	4th Year	$19.0250	$12.84	$21.40	$29.96	$38.53	$47.09
	5	5th Year	$22.4625	$15.16	$25.27	$35.38	$45.49	$55.59
	6	6th Year+	$27.1000	$18.29	$30.49	$42.68	$54.88	$67.07

TWU Part-Time Toll Collectors Hired on or After July 28, 2004
Schedule of Hourly Rates and Biweekly Longevity

Effective : 7/28/10 - 1/27/12

Effective: From 7/28/10
To 1/27/12

Grade	Step	Interval	Hourly Rate	Biweekly Longevity Amounts				
				5 yrs	10 yrs	15 yrs	20 yrs	25 yrs
				1.50%	2.5%	3.5%	4.5%	5.5%
70A	1	1st Year	$12.6875	$8.56	$14.27	$19.98	$25.69	$31.40
	2	2nd Year	$13.4625	$9.09	$15.15	$21.20	$27.26	$33.32
	3	3rd Year	$17.2875	$11.67	$19.45	$27.23	$35.01	$42.79
	4	4th Year	$19.8750	$13.42	$22.36	$31.30	$40.25	$49.19
	5	5th Year	$23.4750	$15.85	$26.41	$36.97	$47.54	$58.10
	6	6th Year+	$28.3250	$19.12	$31.87	$44.61	$57.36	$70.10

EXHIBIT C

TO: All Department Directors Division Managers and Organization Unit Head

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 pamphlets, 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 D

Change Notice 92 dated 6/29/73 incorporated herein.

OPERATING INSTRUCTION

PAY PLAN C AND D (NON-POLICE)
TRANSFER PROCEDURE

(Effective August 1, 1971)

I. Introduction

This instruction outlines the Port Authority policy and procedure related to voluntary transfer requests originated by employees in Pay Plan C and employees in grades D 1 through D 5. It does not apply to employees in Tolls, Police or Automotive classes, whose transfer requests are handled by the Tunnels and Bridges and Operations Services Departments.

II. Definitions

A. TRANSFER - The voluntary movement of an employee from a permanent authorized position in one facility or department to a permanent authorized position in the same permanent title and salary in another facility or department from a Transfer Request List. However, entry level classes can transfer to other entry level classes, provided, there are no test requirements for the requested title.

III. Policy

A. Permanent Pay Plan C field employees, except police, may request a transfer to a different facility if they have satisfactorily completed six months (three months for TWU classes) in their present permanent assignment. Permanent employees in a probationary status must successfully complete their twelve-month probation before they may request a transfer. CN 92 6/29/73

B. Employees transferred to another organization unit serve a three-month probation period. Failure to perform satisfactorily during this probation may result in return to his former permanent assignment or to a comparable one.

C. Temporary and project employees may not apply for transfer.

D. Transfer requests are honored only to permanent authorized positions in a facility and not to a particular unit within a facility.

E. No more than two transfer requests can be outstanding at one time for employees in TWU classes, and three transfer requests for employees in BTU classes.

F. Employees selected to transfer to one of the facilities requested, must complete six months (three months for TWU classes) at the new assignment before submitting another facility transfer request. CN 92 6/29/73

G. If an employee refuses a transfer his name is removed from that list.

H. Transfer requests expire three years from the date of receipt by the Operating Personnel Division. Employees who want to be considered for transfer for a specific facility after three years must submit a renewal transfer request 30 days prior to the expiration of the three years in order to retain the earlier rank in the transfer list for that facility.

IV. Procedure for Processing Transfer Requests

Exhibit A outlines the operating rules and procedures governing the handling of transfer requests.

EXHIBIT E

OPERATING INSTRUCTION
WORK IN HIGHER CLASSES COMPENSATION
T.W.U. CLASSES ONLY

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 Transport Worker's Union and substitute in a job of a higher classification also represented by the T.W.U. (see list attached). It also describes the use of the Employee Record of Days Worked Out of Class, form PA 3023, Overtime and Exception Record, form PA 616 and Special Payment Request, form PA 1992.

II. Policy

A. Port Authority policy is to schedule work so that each employee works within his normal job specifications. Whenever possible, managers and supervisors should anticipate avoidable out-of-class assignments and take constructive 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, Pay Plan C employees are compensated for work performed out of their class subject to the provisions of this OPI.

III. Eligibility

A. Permanent Pay Plan C personnel who hold positions in one of the classes represented by the T.W.U. 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 for 45 days or more in one calendar year (January 1 to December 31). The 45 days need not be consecutive.

B. In the event a substitution is necessary, and unless the unit supervisor otherwise determines, the senior qualified employee will be offered the substitution. The selection will be made from those employees working at the facility 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 of the reasons thereof. CN 91 6/29/73

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. In the event the wrong employee is selected, the employee who should

have been selected will be credited with up to a maximum of five (5) days if he was available and working on the days he could have substituted.

C. Work performed in a higher class for less than a full tour is not considered a day's work in that class and does not count toward the 45 day minimum required for higher rate compensation.

IV. Required Forms

A. Employees who hold positions in one of the classes represented by the TWU are required to keep their own accurate record of days worked in higher classes than their permanently appointed positions. An Employee Record of Days Worked Out of Class, form PA 3023, is provided for this purpose. Exhibit A is a specimen of form PA 3023.

B. The employee's supervisor, or the designated timekeeper, using the Daily Assignment and Time Sheets, form PA 2612 or the appropriate timekeeping document as his source of information, maintains a record of all work assignments in higher classes for TWU class employees. This record is to be kept on the Overtime and Exception Time Record, form PA 616 A or F or the appropriate timekeeping document. When an employee is assigned to work in a higher class, the code 'W' is entered in the box(es) corresponding to the day(s) of such assignment. In those units where numerous entries are made on the form PA 616, an additional form PA 616 is kept to record the dates in which the employee worked out-of-class.

V. Procedure

A. At the end of the substitution period, the supervisor signs the Employee Record of Days Worked Out of Class, form PA 3023 and returns the form to the employee.

B. Between December 31 and January 15, an employee who worked in higher class(es) for 45 days or more during the past fiscal year submits form PA 3023, Employee Record of Days Worked Out of Class, to his immediate supervisor.

C. The supervisor compares the employee's form PA 3023 with the form PA 616 A or F or the appropriate timekeeping document. If the two records agree, the supervisor signs the Employee Record of Days Worked Out of Class, form PA 3023, and computes the differential payment due the employee (see paragraph VI below). If the two records do not agree, the work schedule for the day(s) in question is consulted to resolve the difference.

D. The form PA 3023 becomes part of the facility or unit records and is kept for seven years.

E. The supervisor (or the designated timekeeper) then prepares a Special Payment Request, form PA 1992 in accordance with the instruction thereon, to notify the Payroll Section to pay the earned class differential to each employee listed. Transaction Code 001 and Special Pay Code 14, Class Differential, should be checked at the top of the form PA 1992.

F. The Special Payment Request, form PA 1992 is approved for payment by the division or facility manager.

G. The Special Payment Request is sent to the Payroll Section of the Accounting Division not later than the end of the month of January. Payment is included in one of the regular paychecks of eligible employees not later than the end of February.

VI. Calculation of Compensation for Work Performed at a Higher Class

A. The pay rates used in B and C below are obtained from the Personnel Classification and Compensation Plan in effect as of December 31 of the year in which the work out of class(es) was performed.

B. Employees who are entitled to receive additional compensation for work performed at higher class(es) are paid at the pay rate of the higher class(es) in effect at the end of the fiscal year. The employee is paid at the same in-grade step of the higher class(es) as the step the employee holds in his permanent grade at the end of the year.

Example 1: A Toll Collector (range 70) who is in Step 4, substitutes as a Supervising Toll Collector (range 71). As of December 31, the Toll Collector is still in Step 4. The Class Differential paid is the difference between range 70, step 4 and range 71, step 4.

Example 2: A Toll Collector (range 70) who is in Step 4, substitutes as a Supervising Toll Collector (range 71). As of December 31, the Toll Collector has reached Step 5. The Class Differential paid is the difference between range 70, Step 5 and range 71, step 5.

C. When an employee's employment terminates and he has accumulated 45 days or more working in higher class(es), he is compensated for such days at the pay rate of the higher class(es) in effect when he leaves. The amount of payment is calculated as described in VI, B above except that the last day worked is used instead of December 31. The terminating employee must submit his Record of Days Worked Out of Class at least two weeks before leaving to allow enough time to process the necessary papers and include the class differential in his final paycheck.

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 **EXHIBIT F**

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.

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

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. 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. Department heads 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 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 leave of absence without pay in excess of one month 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 (and, for Police, days off in lieu of Holidays) 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, for non-Police employees only, 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.

PAI 20-3.01

VACATION ALLOWANCE SCHEDULE B
(In Days)

Employees Covered by Memoranda of Agreement with Employee Organizations, Including Members of the Police Force Hired Subsequent to April 9, 1972

	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.		Jan. 1 – Aug. 31	Sept. 1 – Sept. 30	Oct. 1 – Oct. 31	Nov. 1 – Nov. 30	Dec. 1 – Dec. 31		Jan. 1 – Aug. 31	Sept. 1 – Sept. 30	Oct. 1 – Oct. 31	Nov. 1 – Nov. 30	Dec. 1 – Dec. 31		Jan. 1 – Aug. 31	Sept. 1 – Sept. 30	Oct. 1 – Oct. 31	Nov. 1 – Nov. 30	Dec. 1 – Dec. 31	
VACATION ALLOWANCE 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.	10	10	15	14	13	12	11	15	20	19	18	17	16	20	26	24	23	22	21	25
	Feb.	9																		
	Mar.	8																		
	Apr.	7																		
	May	6																		
	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 For Pay Plan C non-police employees terminating June 1 or later, add one day.	Month of Separation: Jan.	Employees with less than 9 months service receive no vacation.	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
	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
	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 For Pay Plan C non-police employees returning on June 30 or earlier, add one day.	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
	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	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

Sick Leave Incentive Plan

EXHIBIT G

A. **Employees hired before July 28, 2004**

The following schedule shall be in force for employees in the covered membership, hired before July 28, 2004, who earn a maximum of 12 sick days per year. A maximum of 12 sick absence days per year may be added to the employee's sick bank, and these sick bank accruals shall be unlimited.

SICK DAYS	BANK	PAYMENT
0	12	$ 470.00
1	11	$ 190.00
2	10	$ 160.00
3	9	$ 130.00
4	8	$ 110.00
5	7	$ 90.00
6	6	$ 70.00
7	5	-
8	4	-
9	3	-
10	2	-
11	1	-

B. **Employees hired on or after July 28, 2004**

The following schedule shall be in force for employees in the covered membership, hired on or after July 28, 2004, who earn a maximum of 10 sick days per year. A maximum of 10 sick absence days per year may be added to the employee's sick bank, and these sick bank accruals shall be unlimited.

SICK DAYS	BANK	PAYMENT
0	10	$ 470.00
1	9	$ 190.00
2	8	$ 160.00
3	7	$ 130.00
4	6	$ 110.00
5	5	$ 90.00
6	4	-
7	3	-
8	2	-
9	1	-

C. Effective with the execution of this Agreement, those employees with perfect attendance, including but not limited to no sick absence(s), no injury on duty absence(s), no absences(s) without leave and no absence(s) without pay from December 1st through November 30th of the following year shall receive an additional payment of two hundred eighty dollars ($280). This provision shall not be used by either party in any proceeding disputing the interpretation or application of this Exhibit G or the predecessor Agreement executed July 28, 2004.

D. Any full days earned shall be in accordance with the aforesaid schedule, and shall be treated as follows:

(1) If the employee's full day bank is less than sixty (60) all such days must be added to the bank until the balance thereof is at least sixty (60) full days;

(2) If the bank contains at least sixty (60) full days, bank days earned in any sick leave year may either be accrued in the employee's bank, or paid for in the year earned, at the employee's option. If paid for in the year earned, each such day shall be paid for at the rate of $10;

(3) Effective upon the execution of the Agreement, if paid for upon normal retirement such employee shall receive $75 per day for each full day in his/her bank provided that the total payment hereunder shall not exceed $7,500.

E. Upon request of the President of the Union or his/her designated representative, the Manager of a facility or unit head, as appropriate, shall make available for inspection attendance records of employees in the covered membership.

MILITARY LEAVE **EXHIBIT H**

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.

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 days 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 to start and to end.

The employee sends a copy of his official orders to active duty to his unit head. The orders are then forwarded to the Personnel Department with a completed Employee Record, form PA 87, authorizing the leave of absence. 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 Personnel Department.

If the Personnel Department approves the request for leave, the form PA 87, Employee Record, is processed and the unit head notifies the employee of the approval.

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 Personnel 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 Medical Department. 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 Administrative and Employee Benefits Division 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 Administrative and Employee Benefits Division 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.

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 days 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 one 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 Administrative and Employee Benefits Division 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 salary continuation must also be reported promptly to the Administrative and

Employee Benefits Division. The Administrative and Employee Benefits Division notifies the 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

Office of the Chief Administrative Officer

TO: Joseph J. Seymour, Executive
FROM: Director 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 April 03

Joseph J. Seymour
Executive Director

Attachment

EXCUSED ABSENCES **EXHIBIT I**

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 12/28/67

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 EXE) 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 5/15/70

LEAVE OF ABSENCE **EXHIBIT J**

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, 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.

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 coverage 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 **EXHIBIT K**

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 of 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 group 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 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.

_____ ___/___/___
Personnel Director Date

Change Notice No.93 dated 6/29/73 incorporated herein. **EXHIBIT L**

Office of the Executive Director PAI 20-3.07
The Port of New York Authority Revised May 23, 1972

WORK SCHEDULES - PAY PLAN C (NON-POLICE) EMPLOYEES

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 5 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. Those “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. CN 93 6/29/73

   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. CN 93 6/29/73

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 reliefs.

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 those of employees assigned to relief positions. CN 93 6/29/73

   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. CN 93 6/29/73

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:

1. 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: CN 93 6/29/73

   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 6/29/73

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. 11. 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

c. 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.

PORT AUTHORITY HOLIDAYS **EXHIBIT M**

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 (other than police and employees of the Trade Development Offices) and those temporary employees compensated by means other than hourly rates of pay are entitled to the eleven full day paid holidays enumerated below, subject to the conditions set forth in the following paragraphs and in Exhibit A, attached.

New Year's Day	January 1
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	Fourth Monday in October
Election Day	Tuesday after the first Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

*Now celebrated as President's Day

B. All Pay Plan B, EXB and DB, and non-field Pay Plan C and DC employees are given the Friday following Thanksgiving Day as a paid holiday in lieu of either Lincoln's Birthday or Election Day, as determined annually by the Personnel Director. In addition, these employees are entitled to paid half-holidays on Good Friday and on Christmas Eve when it falls on a Monday, Tuesday, Wednesday or Thursday (offices normally will close at Noon on any half-day holiday).

C. Holiday Substitute Days:

1. When a full-day paid holiday occurs on a Sunday, Pay Plan B, EXB and DB, and non-field Pay Plan C and DC employees are entitled to the following Monday off with pay. When a full-day paid holiday occurs on a Saturday, these employees are entitled to the preceding Friday off with pay.

2. All field employees (including Pay Plan F) are entitled to the eleven paid holidays listed in Par. A, above, but if the employee must work on the holiday or if it falls on his scheduled regular day off, a substitute paid day off in lieu of the actual holiday is arranged.

D. 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.

E. Holiday Policy for Police Employees

1. In lieu of holidays on which they are required to work, members of the police force are allowed paid days off. Police Officers and Police Superior Officers are allowed 11 and 10 days respectively.

F. Holidays for Domestic and Overseas Trade Development Offices

Domestic and Overseas Trade Development Offices observe American national holidays which are traditionally observed in the community in which they are located. In addition, individual offices observe other holidays in accordance with the custom of their headquarters city, as approved by the Personnel Director.

III. Exhibit A attached contains the detailed operating rules and procedures applicable to Port Authority Holidays.

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 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 employer 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 year's 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.

UNIFORM ALLOWANCES **EXHIBIT N**

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 Superintendent of Police, and Toll Collectors, which are the responsibility of the Tunnels and Bridges Department. CN 111

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 – 3 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.		

CATEGORY & EMPLOYEES INCLUDED	NORMAL ALLOWANCE	DATES OF PAYMENT	PRORATED ALLOWANCES
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 INCLUDED	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	$ 7.60
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	$ 6.20
DUNGAREES	
Blue, Denim	$ 3.26

	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

USE OF RENTED AND EMPLOYEE-OWNED VEHICLES **EXHIBIT O**

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 Program, and PAI 15-3.04, Use of Port Authority Passenger Vehicles.

II. Rented Automobiles

A. Port District

In order to meet specific transportation requirements, a department or facility may rent a passenger vehicle if no suitable Port Authority vehicles are available. Requests to rent a vehicle for use within the Port District must be submitted in writing to the Operations Standards Division, Management Services Department, which is responsible for approving all requests. If the Operations Standards Division approves the rental, the Special Services Division, General Services Department, will be responsible for making the necessary arrangements.

In an emergency, a Facility or Division Manager, or his or her superiors, may authorize the use of a rental passenger vehicle. A memorandum of explanation should be sent to the Operations Standards Division as soon after the authorization as possible.

B. Outside the Port District

Requests to rent passenger vehicles for use on official Port Authority business outside the Port District do not require the authorization of the Operations Standard Division. Such rentals are authorized by the concerned department if circumstances warrant the expense. If possible, the rental arrangements should be made through the Special Services Division, General Services Department, to take advantage of discount rates available to the Port Authority.

C. Accidents involving a vehicle rented by the Port Authority are reported as provided in PAI 55-3.01, Accident Reporting.

III. Taxis

Taxis may be used by employees on Port Authority business if circumstances warrant the expense. Reimbursement is obtained by inclusion of the expense on an Expense Account, form PA 15, Petty Cash Voucher, form PA 618, or Weekly Petty Cash Voucher, form PA 2026 (see PAI'S 30-3.01 or 30-3.51, Reimbursable Expenses).

When taxis are used by employees on Port Authority business for purposes of commutation (e.g., an employee has worked late hours and his/her normal mode of commutation of a PA vehicle is unavailable), the Port Authority will reimburse the employee for the additional transportation costs he/she incurs. PAI's 30-3.01 or 30-3.51, Reimbursable Expenses, outlines the conditions governing such reimbursement due to short term assignments, extra duty, non-scheduled workdays, attendance at Port Authority related business, civic and professional meetings, and overtime.

IV. 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 an emergency, a Facility or Division Manager, or his or her superior, 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.

V. Employee-Owned Vehicles

A. Authorization

1. Department directors, deputy directors, assistant directors, division or facility managers or their designees may authorize the use of employee-owned vehicles on Port Authority business when:

   a. Public transportation or the use of a Port Authority vehicle 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 Port Authority vehicle.

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 PU 15-3.02) except that form PA 70, Vehicle Authorization and Usage Report is not required. Only those drivers who are authorized to drive Port Authority vehicles may be permitted to use their own vehicles on Port Authority business.

2. When used for Port Authority business, employees-owned vehicles should have valid auto insurance as required by the state in which the vehicle is registered.

C. Reimbursement

1. a. When a department director, deputy director, assistant director, division or facility manager or designee, authorizes an employee to use his or her owned vehicle on Port Authority business, reimbursement is made at the standard rate published annually by the Personnel Department. This rate will pertain to all employees unless otherwise provided for under a Memorandum of Agreement.

   b. Personnel assigned to overseas trade offices are reimbursed for such vehicle use at the special rate calculated for each city published annually by the Personnel Department.

2. Expenses coincident to the use of a personal vehicle which are not already reimbursed through the standard mileage rate (i.e., parking fees, tolls, etc.) will also be reimbursed as may be required. 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, Section 3 below).

3. 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 car was used.

When an employee-owned vehicle is used on Port Authority business for purposes of commutation, the Port Authority will reimburse the employee for the additional transportation costs he or she incurs. PAI's 30-3.01 or 30-3.51, Reimbursable Expenses, outlines the conditions governing the reimbursement of additional transportation costs incurred due to short term assignments, extra duty, non-scheduled workdays, attendance at Port Authority related business, civic and professional meetings, and overtime.

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, Accident Reporting.

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, in writing, his or her insurance carrier, his or her organization unit head, and the Claims Section of the Law Department. 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. It is the intent of the Port Authority to compensate equitably employees for unrecoverable damage to employee-owned vehicles sustained while using such vehicle on Port Authority business unless such damage was sustained as a result of gross or willful negligence on the part of the employee (e.g., an employee is convicted of driving while intoxicated, convicted of reckless driving, etc.).

   In the event any employee-owned vehicle in use on Port Authority business is damaged through accident, the employee must first look to his or her own insurance carrier, or to the other party who caused the damage, for recovery. The Port Authority will provide 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.

   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 unrecoverable expenses should contact the Claims Section, Law Department, for instructions.

E. Settlement of Claims

1. Employees whose vehicles have been damaged while in use on Port Authority business and who may be eligible for repayment of unrecoverable losses in accordance with the provisions of Paragraph V, D, 3, shall, in all cases:

   a. Prepare a memorandum to his/her department director, including all pertinent information on the expected cost of repairs and any unrecoverable losses.

   b. Attach to the memorandum (1) an itemized estimate by a reputable, established auto body firm of the cost of repairing the vehicle, and (2) copies of any supplementary bills or statements.

2. 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 of the Law Department.

3. After review, the Claims Section forwards the approved claim 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.

TO: All Unit Heads
FROM: Office of the Personnel Director **EXHIBIT P**
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 Q

Certain Work Rules

I. Toll Collector Work Rules

1. Work Schedules

A. During the term of this Agreement, the facility will balance staffing and will take all steps necessary to guarantee equal rotation of lane assignments and the equitable distribution of arduous assignments at the facility.

B. The assignment of Pool Toll Collectors to facilities shall equitably distribute arduous assignments in the same manner applied to permanently assigned Facility Toll Collectors.

C. Toll Collectors and Senior Toll Collectors will have included as part of their schedule thirty-day postings for RDO's.

D. Provisional Senior Toll Collectors' vacation picks will be taken from the vacation roster of the facility to which they are assigned during normal vacation selection.

E. Toll Collectors provisionally appointed to Senior Toll Collector will receive the vacation picks made at their permanent facility, regardless of the facility they are working at when their vacation is due.

F. Prime time off (that is, Saturdays, Sundays, and holidays) for Toll Collectors and Senior Toll Collectors shall be equalized within the available scheduling.

G. During the term of this Agreement, the current practice of each Toll Collector and Senior Toll Collector with two (2) breaks, of a break of one (1) hour and another of one-half (½) hour, shall be continued.

H. During the term of this Agreement, the starting time and lane of a tour shall be posted at least seven days in advance. Whenever a change affects either the starting time, the lane assignment, or both and is made with less than seven days' notice, the Toll Collector will receive one schedule change premium for each day that is changed within the seven day period up to a maximum of three payments for such seven day period. Lane assignment changes necessitated by toll booth equipment failure or repair work shall not require a schedule change premium payment. In addition to the above provisions, a Senior Toll Collector will be eligible to receive a schedule change premium for a change in plaza assignments with less than seven days' notice.

I. Notwithstanding the provisions of Section XXVIII of the Memorandum of Agreement “Schedule Change Premium,” the eligibility of Pool Toll Collectors for schedule change premiums shall be based on a seven day schedule.

J. No third shift tour for Toll Collectors and Senior Toll Collectors will start after 12:30 a.m.

K. Effective August 15, 1990, a Toll Collector or a Senior Toll Collector scheduled to work on an afternoon tour ending beyond 12:20 a.m., said employee will be paid $7.50 in addition to the normal base wage.

L. During the term of this Agreement, whenever work is required of a Senior Toll Collector, whether on a straight-time or overtime basis, facility management will first go down the roster of employees in the same classification before utilizing employees of a lesser classification to perform the work required.

M. During the term of this Agreement, Senior Toll Collectors will continue to have scheduled steady tours. The Lincoln Tunnel will have a minimum staffing of six Senior Toll Collectors in order to provide similar steady tour scheduling.

N. During the term of this Agreement, a Senior Toll Collector will be assigned to the midnight tour at the Goethals Bridge, eliminating the current practice by which the Senior Toll Collector assigned to the Bayonne Bridge on that tour is required to provide meal relief at both locations.

O. During the term of this Agreement, Lane 26 at the George Washington Bridge will be assigned to Toll Collectors on a normal rotation basis.

P. During the term of this Agreement, the Tunnels, Bridges and Terminals Department will continue a training program for employees who are involved in scheduling Toll Collectors and Senior Toll Collectors. Where possible, a back-up scheduler will be trained at each facility.

Q. The appropriate unit heads of the Tunnels, Bridges and Terminals Department will meet with representatives of the Union to discuss the development of an agreed upon work schedule for Toll Collectors and Senior Toll Collectors.

R. The two permanently scheduled relief positions on the Palisades Interstate Parkway (PIP) 8 x 4 tour will no longer be permanently assigned. The relief positions will be rotated into the schedule.

S. Pool Toll Collectors will receive out of zone compensation in the following amounts: Outerbridge Crossing $13.50; Goethals Bridge $10.00; George Washington Bridge $10.00.

T. Toll Collector overtime rosters will be updated on January 1st of each year.

2. Safety

A. During the term of this Agreement, in the event that either the heating or air-conditioning system in a toll booth fails, the Toll Collector assigned will report the matter to the Tolls Supervisor who will respond to the toll booth and verify whether the system is non-functional. The Tolls Supervisor and Toll Collector will determine whether it is appropriate to continue to man the toll booth on a full time or reduced schedule based on the existing weather conditions. If the Tolls Supervisor and the Toll Collector determine that existing conditions do not permit the staffing of a booth on a regular scheduled basis, the staffing of such booth will continue on a reduced basis pending the correction of the malfunction or a change in the working conditions. While the correction of the malfunction is underway, the Toll Collector will either go to another lane or standby at the toll House, whichever is feasible.

B. The Port Authority will arrange for the Risk Management Division to give presentations to Union representatives explaining testing procedures and the monitoring of environmental conditions associated with work in and around the tolls plaza at all Tunnels, Bridges, and Terminals facilities. The Risk Management Division will continue to test for noise levels at the Holland Tunnel during the operation of warehouse trains.

3. Uniforms

A. A committee for the selection of uniforms will consist of representatives of the Port Authority and the Union (selected by the Union). The composition of the committee will be consistent with the size of such committees in the past, which is one Toll Collector or Senior Toll Collector from each facility and the Tolls Chairperson.

B. During the term of this Agreement, Toll Collectors and Senior Toll Collectors will be required to attach a clip-on patch to their blue winter parka. This patch will serve to identify them as Toll Collector personnel, and will be worn during working hours.

C. The present reimbursement practice regarding the purchase of gloves will be continued.

4. Ratings - Discipline

A. The Port Authority will not delay ingrade increases for individuals whose 404 ratings are greater than 2.50 unless retraining has been given to the collector. The in-lane training will consist of at least two one hour in-lane sessions in a six (6) month period in addition to normally scheduled refresher training.

B. Provisional Senior Toll Collectors will not automatically be excluded from subsequent Senior Toll Collector tests because of a 404 in excess of 2.50. Said Toll

Collectors' circumstances will be reviewed on an individual basis with attention to his/her all round effectiveness in the classification.

C. In the event a shortage or overage occurs on a day not scheduled for posting, the day will be included in the computerized posting on the Toll Collector's and Senior Toll Collector's 404. The 404 will be transmitted to the facility at the same time as all other 404 ratings.

D. New Toll Collectors will not be evaluated based upon their first and second month of 404 performance ratings. New Collectors must be shown their 404 performances for the third month of employment and every month thereafter, or the 404 will not be counted as a basis for termination within the six (6) month period, nor will it be counted as a basis for termination within the probationary year.

E. Upon request, the Tunnels, Bridges and Terminals Department will arrange for Union representatives to be briefed in the complete compilation process of the 404 rating sheet.

F. During the term of this Agreement, as a final reconciliation, an overage or shortage of $2.00 and two axles will be worked out as a motorcycle in the 404 rating.

G. A Toll Collector or a Senior Toll Collector will be charged one error for any amount between $0.76 and $3.00, and each additional $3.00 or part thereof.

H. Any overage of $20.00 or more will be counted as an incident.

I. Three incident reports involving any combination of cash shortages or overages of $20.00 to $59.99 in any running six (6) month period, provided that the cumulative dollar amount exceeds $90.00, or one incident report of $60.00 or more may result in disciplinary action. In the event a disciplinary hearing is held, the Toll Collector, Senior Toll Collector or his/her representative may request supporting documents for any cash discrepancy. Facility management will be obligated to promptly inform a Toll Collector when he/she incurs a shortage or overage of $20.00 or more which may result in disciplinary action.

J. Facility management will make available to a Union representative all necessary data on a shortage or overage at least three (3) days prior to a disciplinary hearing. Such data will include maintenance logs and official treadle and axle counts when appropriate.

K. During the term of this Agreement, an incident report involving shortages or overages will be removed from the employee's file when six (6) months elapse without an additional report being filed. The six (6) month period shall mean six (6) months from the date of the shortage or overage.

L. In the event a Toll Collector or a Senior Toll Collector states that he/she deposited a specific amount and the bank states it was short the exact amount and the Toll Collector is being charged by the Port Authority, a disciplinary interview will not be mandatory.

M. During the term of this Agreement, no discipline will be taken for overages when the Toll Collector or Senior Toll Collector identifies the overage on his/her Exception Report, advises the Tolls Supervisor at the time the overage occurs, and the subsequent audit confirms the amount of the overage reported by the Toll Collector.

N. If a Toll Collector wishes to register a complaint against a Tolls Supervisor, the complaint must be made to the President of the Union. The President shall submit the complaint to the appropriate unit head. If the President is not satisfied with the unit head's response, the issue can be submitted to the Manager, Labor Relations Department. This process is outside of, and not subject to, the grievance arbitration procedure.

O. In the event the Supervisor fails to sign the Toll Collector's 379 on the Toll Collector's tour of duty, the Toll Collector will not be penalized for lack of such signature. Nor shall the Toll Collector be required to use his/her time after being released to seek out such signature. The above also applies to register failures.

P. The 404 ratings of Senior Toll Collectors shall not constitute the sole basis for immediate exclusion from any test or mobility program. Other relevant factors must be considered.

5. Miscellaneous

A. The Tunnels, Bridges and Terminals Department will ensure that toll booths are winterized by November 1st of each year.

B. The design of all new booths will take into account the operational needs of the Toll Collectors with regard to stools.

C. During the term of the Agreement, all Toll Collectors will be permitted to purchase a lock their lane cash drawers. Reimbursement for such purchase will be provided, up to a maximum of $10.00.

D. If operationally possible, a toll lane will be closed when a register fails.

E. The existing contract provisions pertaining to the handling of a patron will be reaffirmed with special emphasis on recognizing the integrity of the employee. No Port Authority employee's picture will be shown to a patron for identification purposes for a patron complaint. In the event a short change inquiry is received, a copy of both the inquiry and the resulting audit will be given to the Toll Collector upon request.

F. Pool Toll Collectors may volunteer for training as transportation drivers, provided they have three years seniority in the pool.

G. Toll Collectors shall be permitted to sit down when collecting tolls, pursuant to instructions issued by the Tunnels, Bridges and Terminals Department of the Port Authority after consultation with the Union.

H. During the term of this Agreement, microwave ovens will be provided at all Tunnel and Bridge facilities. The Port Authority will periodically review the conditions of the Tolls reserve rooms and replace any kitchen appliances, furniture and televisions and will make whatever repairs or replacements that are necessary.

I. The Union will participate in the selection of a new relief kit.

J. When the outside temperature reaches 85-90 degrees F., hot weather supplies (soda, iced tea, etc.) or below 32 degrees F., cold weather supplies (hot coffee, tea, etc.) should be provided for employees working in toll booths, when they are on their breaks.

K. Management of Tunnels, Bridges and Terminals facilities will make reasonable attempts to have employees scheduled off on one of the following holidays: Thanksgiving, Christmas, and New Year's Day. The above language is not applicable to employees who have vacation scheduled during any one of these holidays.

L. All Collectors will receive a copy of late slips, if requested by them.

II. <u>Tunnel and Bridge Agent Work Rules</u>

1. Job Duties

A. Effective July 27,1997, the positions of Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent will be reallocated to ranges C-47 and C-49, respectively.

B. The duties and responsibilities of Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff will remain those currently described in the respective job specifications for Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents. The functions detailed below will no longer be required of Tunnel and Bridge Agent personnel.

i. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will not be required to make tolls money escorts.

ii. In accordance with current procedure, Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will not be required to do mechanical repair work or tire changing on disabled patron vehicles (except battery boosting).

iii. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will not be required to change tires nor to perform functions on vehicles other than those assigned to the Tunnel and Bridge Agents unit.

iv. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will not be required to refuel vehicles other than those assigned to Tunnel and Bridge Agents.

C. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will continue to be responsible for the washing of wreckers, jeeps, coning vehicles, the oshkosh, the fire engine, posting vans and other vehicles normally assigned to the emergency garages and operated by Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents.

2. Training

A. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will be provided training including refresher training on all automotive and other equipment that they are required to operate during the course of their work.

B. The Port Authority agrees to provide whatever training is required for the handling of facility structural fires in emergency garage training. The emergency garage manual will also be amended to incorporate procedures for the handling of structural fires and the kinds of training that will be provided to Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents.

C. Tunnel and Bridge Agents will not be required to undergo outdoor training when the temperature is 25 degrees F. or below.

D. During the term of this Agreement, the emergency garage manual will be amended to incorporate procedures for the handling of hazardous cargo incidents. The Port Authority agrees to begin training of all Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents so as to enable them to handle hazardous cargo incidents.

E. During the term of this Agreement, the Port Authority agrees to provide all Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents with Crash Injury Management (CIM) Training. CIM Training will be provided in lieu of the First Aide/CPR Training and Oxygen Therapy/Pocket Mask Training courses. Employees required to certify in CIM will receive two (2) hours of overtime for time necessary to prepare (homework, study, reading, etc.) for the written test requirements.

F. The emergency garage manual shall be revised to include the procedures for responding to fires, disabled vehicles, and accidents at the George Washington Bridge.

G. The emergency garage manual shall be revised to include equipment which is used by Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents at all facilities as

well as response procedures employed at all facilities by Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents.

H. Management agrees to provide whatever driver training is necessary to Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents in order for them to qualify for appropriate driver license requirements in the respective states to which they are assigned so as to enable them to lawfully operate whatever equipment they may be called upon to drive, all of which will be on Port Authority time. (All Tunnel and Bridge Agents will receive appropriate defensive driving training and CIM training.)

I. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will receive a meal reimbursement of fifteen dollars ($15) and travel time of 2 hours for each day of training at Morris County or any other training facility.

J. Port Authority will pay the cost of Commercial Drivers License fees and renewal cost for all Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents, and will also pay the cost of the Hazmat if needed.

3. Work Schedules

A. During the term of this Agreement, negative compensatory time will be approved if minimum manpower is available.

B. During the term of this Agreement, no Senior Tunnel and Bridge Agent will work the position of a Tunnel and Bridge Agent unless all efforts fail in filling the Tunnel and Bridge Agent position with an employee in that title.

C. During the term of this Agreement, no Tunnel and Bridge Agent will work the position of a Senior Tunnel and Bridge Agent unless all efforts fail in filling the Senior Tunnel and Bridge Agent position with an employee in that title.

D. The appropriate unit heads of the Tunnels, Bridges and Terminals Department will meet with the representatives of the TWU to discuss the development of a mutually agreed upon work schedule for Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents.

E. Relief Tunnel and Bridge Agents shall have weekends off whenever possible.

F. Any Tunnel and Bridge Agent who works two (2) or more hours on the desk of any tour will receive the desk pay for the entire tour that day.

G. Notwithstanding Paragraph 10 of Attachment 1, all Tunnel and Bridge Agents who make meal relief at the Communications Desk will receive $5.00 in addition to their regular wages.

4. Staffing

A. The deployment of Tunnel and Bridge Agents on outside wrecker responses for vehicular fires and accidents shall be the same as provided for tunnel wrecker responses, which is two (2) Tunnel and Bridge Agents except in situations when multiple responses preclude doing so.

B. During the term of this Agreement, all Tunnel and Bridge Agents' and Senior Tunnel and Bridge Agents' details will be given according to facility seniority where the detail exists. If an employee filling a detail position accepts another assignment at the same facility, that employee retains the right to reclaim the detail position whenever the new assignment terminates. If an employee filling a detail position accepts a transfer/promotion to another facility, that employee retains the right to reclaim the detail position he/she left during the transfer/promotion probationary period only, which is ninety (90) days.

5. Equipment

A. During the term of this Agreement, management will arrange for representatives of the Port Authority's Environmental Unit to inspect the ventilation systems of the emergency garages and to make recommendations for insuring that such ventilation systems are adequate for the removal of pollutants associated with the operation of emergency equipment in the garages. Said recommendation shall be maintained at levels deemed appropriate by Federal regulations. Data will also be reviewed with the Union representatives at least once every six months.

B. The Union will, upon request to the Manager, Labor Relations Division, be provided an opportunity to meet with representatives of the Port Authority's Inspection and Safety Division regarding booth air quality.

C. Management agrees to issue appropriate ear protection to Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents as required when working in the tunnels.

D. Unacceptable booth conditions will be reported by the Tunnel and Bridge Agents to the appropriate unit head. In the event the condition is not addressed, the condition should be referred to the Manager, Labor Relations Division.

E. During the term of this Agreement, management agrees to provide and maintain first aid kits in or near all tunnel catwalk booths. Said kits shall be equal or superior to those kits presently maintained in the wreckers.

F. During the term of this Agreement, management agrees to begin to provide and maintain air packs in or near all tunnel catwalk booths. Said air packs will be equal or superior to those packs presently maintained in the wreckers.

G. During the term of the Agreement, management agrees to provide a coning vehicle at the Holland Tunnel for use by Tunnel and Bridge Agent personnel.

H. The Union will be consulted with respect to future modifications contemplated for Tunnel catwalk booths.

I. A uniform and equipment committee will be established consisting of both union and management representatives to evaluate options and make recommendations concerning Tunnel and Bridge Agent uniforms and equipment, which will include a patch, badge, personal fire helmets and fire boots.

6. Air Conditioning of Emergency Vehicles

During the term of this Agreement, all new wreckers and patrol vehicles will be air-conditioned. All existing wreckers and other garage vehicles will be examined for possible inclusion of air-conditioning and, where such is feasible, air conditioning will be provided.

7. Maintenance of Emergency Equipment

The emergency equipment at all Tunnel and Bridge Agent facilities will continue to receive priority in terms of automotive maintenance and repairs.

8. Emergency Garage Facilities

A. During the term of this Agreement, the Port Authority agrees to install clear and large signs outside all emergency garages which will read “Keep Clear Emergency Garage.” Said signs will be replaced when missing.

B. During the term of this Agreement, management agrees to provide and replace dishes, glassware, eating utensils, cooking utensils and equipment at all emergency garages.

C. During the term of this Agreement, management agrees to provide and maintain and/or replace microwave ovens and toasters at all emergency garages and reserve rooms.

D. During the term of the Agreement, management agrees to periodically review the conditions of the emergency garages including kitchen appliances, furniture, and televisions and will make whatever repairs or replacements are necessary.

9. Uniforms

A. During the term of this Agreement, summer hats of the baseball cap style will be issued annually to all Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff.

B. During the term of this Agreement, female Tunnel and Bridge Agents and female Senior Tunnel and Bridge Agents will be provided with uniforms in appropriate sizes. If necessary, female Tunnel and Bridge Agents and female Senior Tunnel and Bridge Agents will be reimbursed for the cost of needed alterations. Approval by a supervisor for said authorizations shall not be unreasonably denied.

C. During the term of this Agreement, each garage will be stocked with an adequate number of additional coveralls in various sizes to supplement the number of coveralls, which are currently provided to individual Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff.

D. During the term of this Agreement, Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff assigned to the emergency garages will receive a complement of six (6) sets of uniforms.

E. During the term of this Agreement, Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff will receive a complement of six (6) sets of uniforms.

F. During the term of this Agreement, Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff will keep and clean their winter parkas throughout the summer months in order to ensure their ready availability in the fall season. The Port Authority agrees to pay $5.00 per year to each employee for the cleaning of the parka.

G. During the term of this Agreement, clip-on reflective bands will be available for use by all Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff.

H. All other uniforms not specifically set forth herein which are currently issued or provided to Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff shall be issued or provided as in the past.

I. All uniforms will be replaced as needed.

10. Miscellaneous

A. During the term of this Agreement, management agrees to install locked bulletin boards at all emergency garages, communications desks, and the Bus Terminal for union purposes only. Control of said locked bulletin boards is to be under the control of the Union representatives. Said bulletin boards shall be located in areas where union members have daily access to same.

B. During the term of this Agreement, the chairperson for Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff shall have the right on his/her own time and upon the provision of prior notification to the manager, or in his/her absence the tour supervisor, to visit areas where Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff are working.

C. During the term of this Agreement, the Tunnels, Bridges and Terminals Department agrees to establish a program whereby Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff are selected on a periodic basis in recognition of some outstanding contribution. The criteria, frequency and award under such a program will be discussed and agreed upon with representatives of the Union.

D. During the term of this Agreement, representatives of the Union shall have the right to review the tapes along with management in incidents involving Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff. Said representatives and/or employees involved in an incident report shall have the right to make transcripts of said tapes.

E. Management agrees to balance the level of catwalk booth staffing with operational needs specifically as it applies to the midnight tours at the Holland and Lincoln Tunnels on Fridays and Saturdays, which is two (2) agents to each tunnel, when required.

F. Management agrees to continue the present practice of two (2) vehicle posting where applicable.

G. Provisional Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff vacancies will be filled by utilizing the transfer list provided that the vacancy is expected to continue for a period of at least three (3) months.

H. All Tunnel and Bridge Agents will receive a periodical prepared by the Tunnels, Bridges and Terminals Department which will contain relevant job related information.

I. Management of Tunnels, Bridges and Terminals facilities will make reasonable attempts to have employees scheduled off on one of the following major holidays: Thanksgiving, Christmas, and New Year's Day. The above language is not applicable to employees who have vacation scheduled during any one of these holidays.

J. TBA's will not remove snow.

III. <u>Building and Grounds Work Rules</u>

1. Uniforms

All Building and Grounds Attendants and Senior Building and Grounds Attendants at Tunnel and Bridge facilities will be issued winter uniforms if they so desire.

2. Height Pay

All work performed by Building and Grounds Attendants and Senior Building and Grounds Attendants during any day from any devices other than ladders, fixed staging or scaffolding will receive a differential of $1.00 per day.

3. Cold Weather Assignments for Building and Grounds Personnel

It is agreed that the provisions of Information Bulletin No. 22 dealing with cold weather work assignments, particularly snow removal assignments for employees age 60 and over, will be strictly applied. Building and Grounds Attendants and Senior Building and Grounds Attendants who are concerned about their physical ability to perform such work assignments should review the matter with the Office of Medical Services as provided for in Paragraph 1 of Information Bulletin No. 22.

IV. Bus Terminal Work Rules

1. Management of Tunnels, Bridges and Terminals facilities will make reasonable attempts to have employees scheduled off on one of the following holidays: Thanksgiving, Christmas and New Year's Day. The above language is not applicable to employees who have vacation scheduled during any one of these holidays.

2. Information Agents will receive refresher training as required.

3. All Information Agents will receive Information Agent Ill rates for any day they perform the Information Agent Ill duties.

4. Effective January 1, 2004, Red Caps will receive an annual stipend of $2,000.00.

V. Aviation Work Rules

1. During the term of this Agreement, with appropriate supervisory approval, the Port Authority will assume the cost of uniform alterations for employees in the covered membership assigned to the Aviation Department operations in those instances where standard issue sizes fit unsatisfactorily.

2. During the term of this Agreement, employees in the covered membership assigned to the Aviation Customer Services Division will be required to perform snow duty only if maintenance personnel are unavailable or the extent of the snowfall is such that all staff must be utilized to maintain Port Authority standards of operation and patron safety.

3. Airport Operations Agents and Senior Airport Operations Agents assigned to snow and ice removal details during snow emergency periods will receive at least three (3) reliefs during their twelve (12) hour tour. These reliefs will consist of two (2) coffee breaks of approximately fifteen (15) minutes, the first about midway between the start of the shift and its midpoint, the second approximately midway between the tour's midpoint and its completion. Additionally, Airport Operations Agents and Senior Airport Operations Agents will receive a thirty (30) minute meal period at the approximate midpoint of the tour. The actual schedule of reliefs will be correlated with the snow removal plan and the reliefs of other members of the snow removal team.

4. The distribution of overtime work assignments for Aviation Department employees will continue as per agreements reached on July 22, 1988.

5. Line picks at all facilities that employ Airport Operations Agents and Senior Airport Operations Agents must be initiated by August 15th and no later than August 31st of each year. When line picks are made in a unit, they will be initiated by the above dates to ensure that vacation picks may begin on November 1st of each year. Line picks must be made within a maximum of three (3) working days. An individual who fails to complete his/her line pick within the three (3) day limit will have his/her line assigned by management after all line picks have been completed. Vacation picks will start on November 1st. As in line picks, each employee will have three (3) working days to complete the selection. Those not completing the pick in the specified time will forfeit their picks for that specific round. Subsequent rounds of picks will be made immediately after completion of the first round and proceed following the above procedure until all vacation picks have been completed.

6. As per the present practice, the extra vacation day will continue to be accommodated and will not be unreasonably denied.

7. Employees in the covered membership assigned to Port Authority Airports will continue to receive their paychecks at the end of tours ending after 3:00 p.m. on Thursdays in accordance with the current procedure.

8. Summer Provisionals (JFK only) - Employees who are on provisional assignments must indicate when they first take the assignment if they wish to retain their original vacation bid. If the employee wishes to change his/her bid, it must be to an open slot in his/her permanent assignment. If there are no open slots or the employee does not wish to choose the remaining open slots, the employee must take his/her original vacation bid.

9. Standard Provisionals - Facilities will honor vacation picks of employees who are sent on a provisional assignment after making their pick at their permanent assignment, and employees who have made their pick at their provisional assignment but are returned to their permanent assignment. If a unit is receiving multiple provisional assignments or employees returning from provisional assignments who have picked the same week, only one employee over the normal complement will be allowed his/her original vacation pick in any week of the calendar year. The remainder will pick from the open available slots according to Port Authority seniority.

10. In the event a vehicle's heater or air conditioner becomes inoperable (during the appropriate season), priority will be given to provide the Airport Operations Agent with a substitute vehicle. Should a substitute vehicle not be available, the Airport Operations Agent may be required to operate his/her original assigned vehicle.

11. A committee will be established, consisting of both union and management representatives, to review and recommend any programs used in aircraft identification and billing system.

12. Operations units that have a primary vehicle (i.e., station wagon/van) for use by an Airport Operations Agent to perform construction assignments shall have vehicle equipped with a protective cage behind the front seat.

13. All Airport Operations Agents are responsible for disposing of debris in their assigned vehicle. Normal washing or cleaning will be done by usual facility maintenance procedures.

14. Airport Operations Agents and Senior Airport Operations Agents on an “excess” tour will be the first to have their schedule changed if a deficiency occurs.

15. In the event that a motor vehicle accident should occur involving injuries to Airport Operations Agents and Senior Airport Operations Agents while in transit between the General Aviation Terminal (GAT) and the International Arrivals Building (IAB) at Kennedy Airport, the employees will be considered injured on duty.

16. Snow removal at the West 30th Street Heliport will no longer be the responsibility of the Airport Operations Agents assigned to the Downtown Manhattan Heliport. Only as a last resort (after exhausting all other possibilities), these Airport Operations Agents may be used to provide minimum snow clearing necessary to provide a safe aeronautical environment for a Port Authority designated VIP flight.

17. All Aviation employees in the covered membership will be required to use the safety and/or operational equipment that they are supplied with or reimbursed for. (See Section XXXI, D. for Safety Shoe procedure.)

18. If a unit is required to absorb an additional person (extra), that person shall work an exclusive X-tour schedule with rotating RDO’s. The actual start and end of the X-tour is to be mutually agreed to by both management and the employee. This X-tour schedule person will not be considered a schedule line that may be subject to a line pick request.

19. It is also understood that the X-tour schedule person will not be considered a schedule line that may be subject to a line pick request since it is possible for that extra person to be absorbed into an approved line in the event of an injury on duty, long-term sick or permanent vacancy. If this occurs, the X-tour line will cease to exist.

20. The X-tour schedule person’s schedule can be changed:

a. If there are two persons on X-tours on the day in question, the X-tour person in a line schedule will be changed first. The X-tour extra person’s schedule will be changed to meet a schedule deficiency only if there is no X-tour person in a line.

b. There must be twelve (12) hours off between tours or twelve (12) hours notice of change.

c. Only three (3) single day X-tour changes will be allowed per schedule tour. There are two (2) schedule tours per pay period. The entire schedule can be changed if necessary and the three (3) single day rule does not apply.

d. Employees in the X-tour are entitled to a Schedule Change Premium for the first two (2) days of a schedule change if fifteen (15) days' notice is not given.

21. All mutual swaps must be paid back within a maximum of twenty-eight (28) days. An entire schedule tour can be swapped. Once a tour or entire schedule has been swapped, it cannot be swapped again; no exceptions allowed. Mutual swaps must be requested no more than one (1) pay period in advance to be considered for approval.

VI. Information Services Operators Work Rules

1. The Port Authority will continue the practice of providing ISO's two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon.

2. The Aviation Department supervisors, at all Port Authority facilities, shall continue to provide ISO's with timely updates on weather, and other operating conditions, which affect airline operations.

3. Subject to operational needs, Port Authority management will make reasonable efforts to equalize ISO overtime by calling in ISO's from Regular Days Off, then from Vacation, then Holdovers from the previous tours and, then, the Senior Operator.

4. When appropriate for maintaining ISO operations during a snow emergency, ISO's will be included in "snow meals" when offered to other Aviation Department operations staff.

VII. Food Services Division Work Rules

1. During the term of this Agreement, the Food Services Division will, so long as there is no conflict in the work schedule, offer permanent staff members the opportunity to work Special Functions when food is being served prior to utilizing "per diem/casual" employees. In the event, however, an assignment is voluntarily accepted by an employee who subsequently declines to work, that individual will be required to arrange for a qualified replacement. Failure to do so will result in either the employee being required to work the specific assignment on an involuntary basis or if that is not feasible, another employee within that same classification will be involuntarily selected for the assignment.

2. During the term of this Agreement, the Food Services Division will provide to Food Services staff designated by Management, an allowance for a uniform shoe allowance,

which is $75.00. In addition, all other employees of the Food Services Division who elect to purchase safety shoes will be allowed the prescribed amount towards the purchase.

3. During the term of this Agreement, uniforms may change in color (subject to the approval of Management) as selected by the cafeteria employees. Color change will be implemented on a “phase in” basis, that is, as new uniforms are provided to the staff.

4. During the term of this Agreement, the Food Services Division will ensure that Food Services staff uniforms cleaned “in house” via the Work Uniform Services Division meet an acceptable standard of cleanliness and are delivered pressed and on hangers. If this standard cannot be met by “in house” facilities, it is agreed that substitution arrangements for cleaning Food Services staff uniforms, which may include reimbursement for off premises cleaning of Food Services staff uniforms, will be explored.

5. During the term of this Agreement, lockers large enough to accommodate the uniform storage needs of cafeteria staff will be supplied.

6. Employees who have worked twelve (12) or more months as a temporary employee will not be required to serve an additional probationary period if appointed thereafter to a permanent position.

7. Permanent qualified cafeteria employees will be used in any vacancy in a higher class title, before filling the vacancy with per-diem staff.

8. A locker room for male cafeteria employees, with shower, will be installed.

9. A shower for female cafeteria employees will be installed.

10. Cab fare, as per the current practice, will be provided to employees for overtime worked that ends after 7 p.m.

11. Employees must sign out at the end of their tour out of uniform; therefore, fifteen (15) minutes prior to the end of each employee’s tour will be a washing/dressing period.

12. The Port Authority will have the ability to temporarily reassign Food Services Staff from one zone to another for the purpose of covering staff shortages due to sick absence, vacation, excused/personal time, etc.

ZONE A	ZONE B	ZONE C
PATC	GWB	LT
HT		

When staff is temporarily reassigned to another zone, the following shall apply:

a. The temporarily reassigned staff shall receive compensation of a flat rate of $20.00 for each day worked during the temporary reassignment if the employee is temporarily assigned to work in the same class code. If he/she is temporarily reassigned to work in a higher class code, they will receive either a flat rate of $20.00 per each day worked or the applicable substitution pay, whichever is greater. If an employee is temporarily reassigned to one of the facilities within Zone A, he/she shall receive a flat rate of $20.00 for each day worked during the temporary reassignment starting with the eleventh (11th) day.

b. Staff temporarily reassigned to another zone shall provide his/her own transportation to and from the other facility and will receive compensation for any costs above and beyond normal commuting costs to his/her permanently assigned facility. However, when reassigned within Zone A, management will provide appropriate transportation if requested by the employee.

13. A joint Management-TWU working committee will be established to review/revise all Dining Services job specifications.

VIII. Security Guard Work Rules

1. During the term of this agreement, up to 1/3 of the Security Guards at the Lincoln and Holland Tunnels will be assigned to steady tours pursuant to the grievance settlement 21T-03.

2. During the term of this agreement, TB&T management and the Union shall mutually agree to two (2) Security Guards, one (1) from the Lincoln Tunnel and one (1) from the Holland Tunnel, to serve on the Safety Committee at their facility of assignment.

3. During the term of this agreement, the overtime roster for all Security Guards at the Lincoln and Holland Tunnels will be updated and posted daily. Overtime assignments should be in accordance with the Sr. TBA's and TBA's procedures executed on September 1, 2005.

4. During the term of this agreement, relief positions will be rotated among all the Security Guards at the Lincoln and Holland Tunnels.

5. During the term of this agreement, whenever a Security Guard is required by facility management to instruct another Security Guard in "on the job training" at either the Lincoln Tunnel or Holland Tunnel, he/she will receive a flat payment of $30.00.

IX. Visual Presentation Specialist Work Rules

1. Work rules for the Visual Presentation Specialist are enumerated in the letter dated June 4, 2009.

Revised August, 1982

EXHIBIT R

P. A. BUS TERMINAL

LOBBY DESK STAFFING PROCEDURE

BACKGROUND

All Lobby Information Agent I positions were abolished effective March 20, 1977. However, the incumbent Lobby Information Agent I's retain all their rights and benefits as long as they remain in their present title. When attrition occurs, Information Agent I's will fill resulting vacancies. The selection of these agents is the purpose of this procedure. Eventually, all Lobby Information Agent I's will be replaced by Information Agent I's.

AREA AND METHOD OF SELECTION

A. Only Information Agent I's with good performance records are eligible to work at the Lobby Information Desk. Eligible agents are those who have not had disciplinary action taken against them in the past six month period and who have not received written warnings about excessive absence or lateness during the last six months.

B. Bidding and Classification Seniority

When a vacancy for a Lobby Desk position occurs (permanent or provisional), a bulletin will be distributed requesting bids for the job. Those bidding in the affirmative will be screened for satisfactory performance records, and the individual with the highest seniority in grade will be assigned to the available Lobby Desk position. Should no one bid for the job, the available Lobby Desk position will be assigned to the agent with the lowest seniority in grade, having a satisfactory performance and attendance record.

C. Job Assignments

Agents assigned to work at the Lobby Desk will not necessarily be assigned to the vacated tours, as the agents already at the desk will have priority in bidding preferred vacant tours.

REMOVAL FOR CAUSE

A. Failure in the normally expected areas of courtesy, efficiency and performance are, of course, primary reasons for removing an agent from the desk, which is a high

visibility area and must create a favorable impression on the public. Additionally, failure to adhere to specific rules and regulations pertaining to the operation of the desk can be cause for removal.

B. Excessive absence or lateness, including late from breaks or lunch, can be cause for removal.

RETURN TO TELEPHONE ROOM

A. An agent returning to the Information Room from a provisional Lobby Desk assignment will be reassigned to his or her previous Information Room tour.

B. Agents returning from a permanent Lobby Desk assignment will be assigned a tour that is available.

C. Both voluntary and involuntary returnees from permanent Lobby Desk assignments may, of course, bid for preferential tours in the Information Room as they occur, and class seniority will prevail. A preferential tour bid in the Information Room will include those agents at the desk, except for the permanent Lobby Information Agents. As stated in the preceding paragraphs, the public relations aspect of working at the desk is of great importance. Only agents who feel they can maintain a calm demeanor under pressure should volunteer to work at the Lobby Desk.

CONCURRED:

Jon Clark Personnel Representative	8/10/82 Date
Irene Evans Information Group Supervisor	10/28/82 Date
Edna Carter Information Agent I	/ / Date
Robert Walters Supervisor, Terminal Operations	10/22/82 Date
Ron Trivisonno President, Local 1400 Transport Worker's Union	3/1/84 Date

THE PORT AUTHORITY OF NY & NJ

Office of the Executive Director

AP 20-4.54
Revised: April 12, 1994

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 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 T

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 allowances:

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 cancellations of the pass privilege, for misuse of passes.

EXHIBIT U

Sick Absence Disciplinary Policy

Good attendance is essential to the efficient and smooth operation of the Port Authority. All employees are expected to work all of their scheduled tours of duty. The Port Authority recognizes that employees become ill and experience other situations that prohibit them from working. However, excessive absenteeism adversely affects the operation of Port Authority facilities and, therefore, cannot be tolerated.

The Port Authority and the Union have, therefore, mutually developed this Policy and Five Step Automatic Progressive Discipline System.

Penalty points will be assessed for sick absence occasions as defined below. The accumulation of penalty points may result in the employee being placed in the Five Step Automatic Progressive Discipline System described herein.

Absence Penalty Points

One Penalty Point will be assessed for each occasion of sick absence as follows:

1. One Point will be assessed for each occasion of sick absence. Consecutive days off in the same occasion do not count as additional points.

2. No Points will be assessed for approved absences such as vacation days, personal days, jury duty, or other excused time.

3. The first occasion of a documented and approved Injury on Duty ("IOD") will not result in a Point. However, subsequent occasions for the same IOD are treated as sick absences and will count as additional points, unless the return to work was conditionally approved by OMS as described in §XIX - Injury on Duty Paragraph F.

4. No Points will be assessed for sick absences that result in a hospitalization or for absences due to a verifiable out-patient surgery where no hospitalization is involved. The employee must provide verification of hospitalization and/or out-patient surgery.

Five Step Automatic Progressive Discipline System

Local management must personally serve the employee with a written counseling memorandum before the employee can be placed in the Five Step System. The counseling memorandum will be issued when the employee has accumulated three (3) penalty points in a rolling 12 month period. When an employee is issued a counseling memorandum, a written warning, or a written reprimand pursuant to this Policy, the Union will be provided with a copy.

Step 1: Upon the accumulation of four (4) penalty points in any rolling twelve (12) month period, the employee will enter into the Automatic Progressive Discipline System

and is issued a written warning.

Step 2: Upon the accumulation of five (5) penalty points in any rolling twelve (12) month period, the employee is issued a Step 2 written reprimand with a five (5) day Compulsory Leave of Absence penalty held in abeyance.

Step 3: Upon the accumulation of six (6) penalty points in any rolling twelve (12) month period, the employee is issued a Step 3 written reprimand with a fifteen (15) day Compulsory Leave of Absence penalty held in abeyance. Further, the five (5) day Compulsory Leave of Absence penalty held in abeyance at Step 2 is imposed.

Step 4: Upon the accumulation of seven (7) penalty points in any rolling twelve (12) month period, the employee is issued a final written warning that the next point of absence in the 12 month rolling period will result in discharge from the Port Authority. Further, the fifteen (15) day Compulsory Leave of Absence penalty held in abeyance at Step 3 is imposed.

Step 5: Upon the accumulation of eight (8) penalty points in any rolling twelve (12) month period, the employee is discharged from employment.

Special Provisions:

1) If an employee exhibits a continual pattern of repeated violations, this may be deemed as an intent to circumvent the purpose of this Policy and may subject the employee to discharge. One example of a pattern of repeated violations is where an employee reaches Step 4, rolls back to Step 3 and reaches Step 4 again in a rolling twelve (12) month period.

2) All sick absence occasions to which this Policy applies will be calculated on a rolling twelve (12) month basis.

3) The President of the Union or his/her designee may seek special consideration regarding a sick absence occasion by requesting a meeting with the Labor Relations Manager.

4) The President of the Union or his/her designee has the sole and exclusive right to request a hearing in connection with a discharge under this Policy. Such request must be made in writing to the Labor Relations Manager within five (5) business days of the date of transmittal of written notice to the Union of an employee's discharge. Transmittal of such notice shall be by certified mail, return receipt requested, and the date of mailing will constitute the date of transmittal. The request for a hearing must be based on the belief that bona fide extenuating circumstances exist that caused the absence that triggered the discharge. The Hearing Officer will rule only on extenuating circumstances, with discharge being the only available penalty.

5) The parties hereby agree that this Policy shall become effective on April 18, 1999.

EXHIBIT V

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 9, 2005

Mr. Jerome Lafragola, President
Transport Worker's Union – Local 1400
7800 River Road
North Bergen, NJ 07047

Dear Mr. Lafragola:

I am pleased to inform you that effective immediately, employees in the Transport Worker's Union, Local 1400, 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 W

TWU List of Arbitrators/Hearing Officers

Leon B. Applewhaite

Stuart Bauchner

Joel Douglass

Robert Gifford

Earl Pfeffer

Richard Roth

EXHIBIT X

TWU TRANSITCHEK PROGRAM

A. Policy

The Port Authority provides TransitChek Vouchers and TransitChek Cards as an incentive to use mass transit in compliance with the intent of the 1990 Clean Air Act Amendment and can be redeemed throughout the Tri-State area for commuter rail lines, subway, bus and ferries. Eligible employees who utilize transit services are provided with TransitChek Vouchers or TransitChek Cards up to sixty-five dollars ($65) per month. The TransitChek Card is a prepaid Visa card that is accepted only on mass transit services anywhere that Visa Debit Cards are accepted, including subways, buses, trains and ferries. TransitChek Vouchers and TransitChek Cards must be redeemed by the expiration dates shown on the vouchers and cards. The form of the TransitChek Vouchers and TransitChek Cards will be at the sole discretion of the Port Authority.

Employees may not receive both TransitChek Vouchers and TransitChek Cards in a given distribution. An employee must advise his/her Department TransitChek Coordinator as to whether the employee prefers to receive a TransitChek Voucher or a TransitChek Card. If an employee elects to receive a different form of TransitChek, the employee must notify his Department TransitChek Coordinator of the change a minimum of three (3) months prior to the next TransitChek distribution.

B. Eligibility

1. Permanent employees, working at least 14.50 hours per week.

2. Permanent employees with a minimum of three (3) months of service at the time of distribution. Employees who complete three (3) months of service during the quarter must wait until the next quarter to participate in the Program.

3. Permanent employees receiving TransitChek Vouchers or TransitChek Cards will not be eligible to receive commutation passes, except in those cases where the use of a vehicle is necessary to access public transportation. Employees will continue to be eligible for personal passes.

4. Permanent employees may receive TransitChek Vouchers or TransitChek Cards up to, but not exceeding, a maximum of sixty-five dollars ($65) per month. Part-time employees receive a prorated amount of TransitChek Vouchers or TransitChek Cards based on the amount of hours worked per week. Department TransitChek Coordinators can advise employees on the amount of TransitChek Vouchers or TransitChek Cards they are entitled to based on commuting costs and work schedule.

C. Special Situations

1. Temporary employees who become permanent and receive prior service credit are entitled to TransitChek Vouchers or TransitChek Cards as long as their permanent service date provides three (3) months of employment on the day of distribution. If they do not have three (3) months of service on that date, they must wait until the next distribution.

2. If an employee elects not to participate in the TransitChek Program, the employee may elect to do so at a later date. The employee must contact his/her Department TransitChek Coordinator to complete a certification form and will receive TransitChek Vouchers or TransitChek Cards at the next distribution.

3. Employees returning from family leave, short-term disability, sick leave, IOD, or extended vacation (4+ weeks) during the week of distribution of TransitChek Vouchers and TransitChek Cards are entitled to a full quarter's allotment. Those returning after the week of distribution are entitled to a prorated amount of TransitChek Vouchers or TransitChek Cards based on time remaining in the quarter.

4. Employees who start family leave, short-term disability, sick leave, IOD, or extended vacation (4+ weeks) during the week of distribution are not entitled to TransitChek Vouchers or TransitChek Cards on the day of the distribution. If they return to work before the end of the quarter, they are entitled to a prorated amount of TransitChek Vouchers or TransitChek Cards based on time remaining in the quarter.

5. Employees who receive a full quarter's allotment at the time of distribution because they plan to be here and later in the quarter begin family leave, short-term disability, sick leave, IOD, or extended vacation (4+ weeks) must return any unused TransitChek Vouchers and TransitChek Cards.

6. Employees who will be permanently leaving the Port Authority for whatever reason during the week of distribution are not entitled to receive TransitChek Vouchers or TransitChek Cards on the day of distribution. Those employees who will be permanently leaving at a subsequent date are entitled to a prorated amount of TransitChek Vouchers or TransitChek Cards based on time remaining in the quarter before they leave.

7. Employees who receive a full quarter's allotment at the time of distribution because they plan to be here and later leave the Port Authority permanently for whatever reason must return unused TransitChek Vouchers and TransitChek Cards to their Department TransitChek Coordinator.

8. Employees who move to a new department during the weeks between the time TransitChek Vouchers and TransitChek Cards are ordered and the date of distribution will receive their TransitChek Vouchers or TransitChek Cards for that quarter from their old department. Subsequent TransitChek Vouchers or TransitChek Cards will be handled by the new department.

9. If an employee's mode of travel changes, the employee must contact his/her Department TransitChek Coordinator to update the certification form on record. The new allotment will be given out at the next distribution.

D. Procedures

1. Distribution day will take place during the last week of every December, March, June and September.

2. The Department Coordinator distributes TransitChek Vouchers and TransitChek Cards to eligible employees. Each eligible employee must show Port Authority ID and complete and sign the TransitChek Employee Certification Form in order to receive his/her allotment. The Department TransitChek Coordinators indicate on the Employee Certification Form the serial number of each TransitChek Voucher and TransitChek Card, date issued and employee pay plan.

ATTACHMENT 1

AGREEMENT

MEMORANDUM OF UNDERSTANDING NOV. 30, 1990
RE: PORT AUTHORITY – TWU
COMMUNICATIONS DESK

1. TBA employees once qualified for desk assignment need not re-qualify for that assignment thereafter, those employees will be redlined.

2. In the event a TBA is unable to do the job, no penalties shall be imposed and he/she shall be returned to his/her prior duties at his previous facility with her/her full seniority rights intact.

3. Payment at the higher rate will commence from day 1 of assignment at a Communications desk.

4. There will be no separate transfer list for communications desk positions. Desk TBA's who accept a transfer to another facility will transfer in their title of TBA to the appropriate salary step of the range. Upon assignment at the new facility, request desk officer training or, if qualified assignment under the normal facility placement for a desk position based upon seniority in title.

5. A 45 minute uninterrupted meal period will be provided between the third and fifth hour of the tour.

6. Any TBA who works more than two (2) hours on the desk of any tour will receive the desk pay for the entire tour that day.

7. There will be 7 TBA' s permanently assigned to the Staten Island Bridges, and 5 permanently assigned to the other 3 facilities which have TBA's assigned to the communication desk, which are Holland Tunnel, Lincoln Tunnel, and George Washington Bridge.

8. A seven man schedule shall be jointly negotiated at the SIB utilizing two men for meal reliefs, should circumstances arise when TBA personnel cannot be from the facility, the meal relief period shall be covered by the desk TBA on duty who shall receive an additional 22 ½ minutes at straight time for missing his meal relief.

9. With regard to any outstanding issues including, but not limited to relief meals, etc. (the parties agree that the factfinder will retain Jurisdiction.)

10. All TBA's who take meal relief at the desk, will receive $2 in addition to their regular wages.

ATTACHMENT 2

TWU SNOW POLICY

1. If an employee at the completion of a tour wishes to go home but cannot because of snow conditions, the facility will accommodate the employee. The employee who opts to remain at the facility will not be paid. However, if subsequently that employee is needed and works, he/she will be paid at an overtime rate for any additional hours worked and for "sleep time."

2. If an employee is requested to remain at a facility beyond his/her normal tour because of snow conditions, that employee will be paid at an overtime rate for any additional hours worked. If an employee is requested to remain at a facility for that period of time spent sleeping, the employee will be paid at an overtime rate for sleep time.

3. Consistent with the practice of the FM and FS Supervisors as of January 16, 2009, during a snow emergency or other type of emergency when the AOA's and Sr. AOA's are required to work, a clean double-occupant (same gender) per room hotel/motel accommodations shall be provided for the rest hours during the emergency at no cost to the employee. This paragraph shall be effective upon the execution of this Agreement.

ATTACHMENT 3

Specification No.:	2010
Date Issued	4/76
Date Revised:	3/90
Date Revised:	7/97

CLASS TITLE:	Tunnel and Bridge Agent
PAY PLAN/LEVEL (RANGE):	C/47
FLSA STATUS:	Non-Exempt
DEPARTMENT:	Tunnels, Bridges, and Terminals
JOB SERIES:	Facility Operations

A. SUMMARY OF RESPONSIBILITIES:

Under the immediate supervision of a Patron Services Supervisor, performs a range of duties in connection with insuring efficient and safe facility operations. Receives both formal and on-the-job training, and is guided by oral and written instructions and regulations.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to higher rated Senior Tunnel and Bridge Agent, Tunnel and Bridge Agents do not typically perform a lead function.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

(The functions described below are indicative of the level and type of work performed in this classification. Incumbents in this class may perform a combination of the listed functions).

1. Patrols assigned areas to control and expedite the movement of traffic in accordance with traffic regulations and Port Authority procedures.

2. Operates emergency vehicles and equipment.

3. Clears traffic stoppages.

4. Responds to emergencies and removes disabled vehicles.

5. Fights fires and, when necessary, administers first aid. Functions as Fire Marshall for Tunnel and Bridge Agent equipment and systems.

6. Provides public service information to patrons in accordance with Port Authority procedures.

7. Patrols the catwalk at tunnel facilities; operates catwalk, cars, and communications equipment.

8. Performs Communications Desk duties at tunnel and bridge facilities.

9. Performs other comparable level related facility operations duties as required.

10. Performs snow removal duties around emergency garage.

D. JOB REQUIREMENTS:

1. Knowledge:

Understands facility operating and emergency procedures.

2. Ability and Skills:

Understands and follows oral and written communications.
Answers questions clearly and accurately.
Prepares forms and reports related to the performance duties.
Operates automotive and emergency equipment, including heavy duty tractors and catwalk cars.

3. Physical Effort: May stand for prolonged periods and may perform heavy manual work during emergency situations.

4. Working Conditions: Work rotating shifts and days.

5. Qualifications:

a. Education - Graduation from a four-year standard high or vocational school or possess a recognized equivalency certificate.

b. Experience/Training/Licenses

1. No work experience required.

2. Must possess Port Authority Driver's Classification Card (PA 1508A) for Class III type vehicles.

3. If a resident of New York State, must possess New York State Class II Driver's License.

4. Must successfully complete training course in emergency garage procedures.

5. Will be trained in Communications Desk duties as required.

ATTACHMENT 4

Specification No.:	2011
Date Issued:	7/77
Date Revised:	3/90
Date Revised:	7/97

CLASS TITLE:	Senior Tunnel and Bridge Agent
PAY PLAN/LEVEL (RANGE):	C/49
FLSA STATUS:	Non-Exempt
DEPARTMENT:	Tunnels, Bridges, and Terminals
JOB SERIES:	Facility Operations

A. CHARACTERISTICS OF CLASS:

In the series of Facility Operations Classifications, this class oversees and participates on an assigned tour in the activities of Tunnel and Bridge Agents which include observing vehicular traffic, responding to vehicular stoppages, assisting patrons and operating emergency equipment at tunnel and bridge facilities. Work is performed normally in accordance with well-defined procedures and instructions, but requires the use of independent judgment in emergencies.

Essential characteristics of positions in the class are:

1. Acts as Crew Chief in handling emergency situations.

2. Instructs Tunnel and Bridge Agents and oversees their performance in responding to stoppages and emergencies.

3. Responsible for the operation and up-keep of an emergency garage including the readiness of emergency vehicles, auxiliary equipment and life saving devices.

4. Coordinates activities with Facility Police and Maintenance units as required.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to higher graded Pay Plan F Operations Supervisor classes, Senior Tunnel and Bridge Agents act as Crew Chiefs and lead and train Tunnel and Bridge Agents in garage operations.

As compared to similarly graded operations classes such as Information Agent II, Senior Tunnel and Bridge Agents have comparable lead responsibilities for instructing and overseeing the work of others in prescribed facility operating functions.

As compared to lower graded operations classes such as Tunnel and Bridge Agent, Senior Tunnel and Bridge Agents perform similar duties, but in addition are responsible for giving instructions and insuring that activities are properly carried out.

C. WORK RELATIONSHIPS:

Receives instructions from a supervisor who reviews work for satisfactory progress and execution and for adherence to established procedures and standards.

Gives instructions to Tunnel and Bridge Agents, oversees their performance of duties and corrects deficiencies in carrying out operating procedures.

Coordinates activities with municipal fire and police personnel in emergencies.

Assists facility patrons by providing vehicle towing, fire extinguishing and emergency first aid and gives directions to insure their safety in emergencies.

Coordinates activities when required with Facility Police, Maintenance and Tolls units.

D. MAJOR FUNCTIONS (TYPICAL DUTIES):

(The functions described below are indicative of the level and type of work performed in this classification. Incumbents in this class may perform any combination of the listed functions or related work of comparable type of difficulty).

1. Removes disabled or damaged vehicles either by deploying manpower under his direction, or proceeding direction to the area to lead the operation.

2. Operates special purpose vehicles, extinguishes vehicular fires, provides for safety of patrons, protects facility structures and upon arrival of municipal fire department, assists as required.

3. Provides emergency first aid and assistance as needed.

4. Trains, leads and assists emergency garage Tunnel and Bridge Agents on procedures and equipment used in the emergency garage.

5. Provides needed assistance to patrons in emergency situations.

6. Leads all work performed by Tunnel and Bridge Agents in the emergency garage including operational testing and checking of motorized equipment, charging batteries, checking and bleeding of air compressors; checking

speedometer calibrations, maintaining emergency breathing apparatus; maintaining records, logs and associated reports; cleaning and waxing vehicles as scheduled; changing tires and maintaining tire inventory and other associated duties. Also performs routines for general housekeeping in the garage area, filling fire extinguishers as well as maintenance and acquisition of garage related items.

7. May participate in snow removal duties.

8. Related duties as assigned.

E. SPECIFIC RESPONSIBILITIES:

1. Human Resources: Responsible for patron safety at scene of stoppage, fire or other emergency on the facility. Also responsible for performance of Tunnel and Bridge Agents at these incidents.

2. Public Relations: Creates favorable public relations impression through proper, safe, and expeditious handling of incidents and emergencies. Responsible for calming patrons and assisting at these incidents. Provides proper, cost-free service to the patrons of Port Authority facilities.

3. Physical and Financial Resources: Responsible for proper handling of Port Authority equipment and supplies, and for proper procedures in assisting patron vehicles at scene of stoppage or emergency.

4. Decision: Makes decisions affecting correct methods and procedures for handling disabled vehicles, the safety of patrons and firefighting procedures.

5. Planning: Not applicable.

F. KNOWLEDGE AND ABILITY:

1. Knowledge (Ability): Understand and follow oral and written communications. Give oral communications and instructions to other Agents. Answer questions clearly and accurately. Prepare forms and reports as required in relation to incidents handled. Knowledge of emergency equipment, all types of vehicles, towing and lifting procedures, etc., is also needed.

2. Physical Effort: May perform heavy manual work during emergency situations.

3. Mechanical Skills: Operates and uses automotive equipment including heavy duty wrecker, must be knowledgeable of the mechanical operation of various automobiles, trucks, tractor-trailers, busses, and other vehicles to facilitate their removal during stoppages and emergencies; must be familiar with braking systems, transmissions, and various mechanical systems of these vehicles to facilitate efficient handling, towing, lifting and other operations during stoppages and emergencies. Must have ability to use devices for assistance in breathing. Skills also must be sufficient to lead other Tunnel and Bridge Agents at the scene.

4. Work Conditions: Work rotating shifts and days; exposure to all weather conditions.

5. Special Requirements: Must possess a valid New York or New Jersey Driver's License and must possess a Port Authority Driver's Certificate Card (PA 1508A) for heavy equipment and a Class III Chauffeur's License if a resident of New York; must be qualified as a garage man at Tunnels and Bridges facilities.

ATTACHMENT 5

THE PORT OF NEW YORK AUTHORITY

Tunnels and Bridges Department

Office of the General Manager

October 13, 1968

TOLLS OVERTIME ASSIGNMENTS

When Personnel Department Information Bulletin No. 38 - Seniority - was published, it was indicated that seniority in determining overtime assignments for tolls personnel would be handled separately. Working with Local 1400 of the TWU, this Department announces the publication of the enclosed Instruction - "Tolls Overtime Assignments."

This Instruction is an elaboration of the overtime policy described by me in a Bulletin issued on April 19, 1968 to all tolls personnel on the subject of RDO's and Overtime. In essence it provides for an equitable distribution of overtime to those who desire it, and the utilization of seniority rosters, inversely, to record overtime hours worked and make compulsory assignments. This Instruction will take effect immediately.

Arthur P. Tate
General Manager
T&B Operations Div.

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Enc.

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
INTERSTATE TRANSPORTATION DEPARTMENT

INSTRUCTIONS - TOLLS OVERTIME ASSIGNMENT

October 13, 1968

I. INTRODUCTION

The Instruction outlines the policy and procedures for maintaining facility overtime rosters and distributing overtime assignments among toll collectors as required by Personnel Department Information Bulletin #38, subject - Seniority.

II. POLICY

In recognizing the special and unusual needs of the toll collectors at the T&B facilities and the concomitant need to meet management's commitment to serve the public, unplanned conditions sometimes will require the extension of a tour of duty or the cancellation of a day off or a holiday to meet operating contingencies this department will -

1. Initially construct all rosters for compulsory overtime in inverse order of classification seniority at each facility.

2. Offer overtime opportunities to those eligible who desire it before making compulsory assignments, and …

3. In making compulsory assignments those eligible with negative compensatory time will be chosen before those who have worked the least amount of overtime.

III. SENIORITY

In all instances where seniority is used in determining who shall work overtime, it shall mean classification seniority and will be applied in inverse order.

IV. OVERTIME AS AN EXTENSION OF A TOUR (Short Term Overtime)

A. Voluntary Assignments

Overtime normally in the amount of four (4) hours or less, at the end of a tour, should first be covered by those qualified collectors assigned to the plaza where the need exists by those whose ending time is the same as or earlier than the starting time of the overtime assignment. (Supervisors may seek volunteers from other plazas if operating conditions so dictate.)

All those collectors meeting the above criteria will be contacted by the plaza supervisor and asked whether they care to volunteer based on the following priorities.

1. The collector actually working the assignment where overtime is expected (Incumbent).

2. The volunteering collector with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

B. Compulsory Assignments

If the overtime assignment(s) cannot be filled by volunteers the supervisor will make compulsory assignments from among those toll collectors whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

1. Those with negative compensatory time starting with the one who has the greatest amount.

2. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

C. Substitutions

Substitutions will be permitted if they are qualified and can meet the starting time.

V. CANCELLATION OF RDO OR HOLIDAY

A. Constraints

In calling in toll collectors for overtime assignments on holidays or regular days off, care must be exercised to insure that the constraints listed below are not violated except when essential to meet operating contingencies and then only after assurance that all possibilities for voluntary assignments have been exhausted.

1. No collector shall work two full consecutive tours (16 hours).

2. At least one tour (as described in PAI 20-3.07 II D 3) shall separate the last tour wherein a collector worked and the tour she reports back to duty.

3. A collector shall have at least one regular day off of any series of days off (including holidays).

4. Regular days off contiguous to either end of a vacation period shall not be cancelled.

B. Overtime Volunteers

So that overtime opportunities can first be offered to those who desire it before compulsory assignments are made, all collectors seeking these assignments will be permitted to submit their names as overtime volunteers. This will then be indicated by an appropriate symbol next to their names on the Overtime Work Roster.

1. Overtime opportunities will first be offered to those overtime volunteer collectors who work the tour wherein the overtime assignment exists and are on RDO or holiday starting with:

   a. Those who owe four (4) or more hours of negative compensatory time starting with the collector who owes the most time.

   b. Those who worked the least amount of overtime.

2. If no volunteers are available from the volunteer list for the affected tour, the volunteer list for the next tour will be used in the order described in 1 above; e.g. from 8-4 tour list to 4-12 tour list, from 4-12 tour list to 12-8 tour list.

3. Overtime volunteers who refuse two (2) overtime assignments in 30 days will lose their overtime volunteer designation for a three month period.

C. Compulsory Assignments

If no volunteers are available compulsory assignments will be made.

1. Negative Compensatory Time

   a. Collectors with negative compensatory time of four (4) or more hours, who work the tour wherein the overtime assignment exists and are on an RDO or holiday, will be assigned the overtime starting with the collector who owes the most time.

2. Least Amount of Overtime Worked

   a. Collectors who work the tour wherein the overtime assignment exists, and are on an RDO or holiday will be assigned the overtime starting with the collector who worked the least amount of overtime hours.

3. Coverage From Other Tours

   If no collectors on the affected tour can be contacted the supervisor will consult the next tour's list for collectors with:

   a. Those with four (4) or more hours of negative compensatory time.

   b. Those with the least amount of overtime.

4. Substitutions

   Substitutions will be permitted if they are qualified.

VI. EARLY CALL IN

Whenever operating conditions require an assignment be covered before its regular scheduled starting time, it will be covered by the qualified assigned collector in terms of scheduled reporting time and technical abilities required.

VII. OVERTIME WORK ROSTERS

The Overtime Work Roster will be used to obtain overtime coverage whenever its use is called for in this Instruction.

A. Description

1. The Overtime Work Roster shall consist of a listing of all toll collectors, by tour, assigned to a tolls unit in the order of classification seniority.

2. Columns shall be maintained alongside the list of names to record the date, the number of overtime hours worked, and refusals by collectors on volunteer list.

3. The last column shall show the cumulative number of hours worked by each collector.

Change Notice 8/14/84

4. In the event an employee is not given the opportunity to work an overtime assignment in accordance with this procedure the employee will receive payment equal to the time of the employee who worked.

B. Maintenance of Roster

1. Overtime hours worked will be maintained on the Overtime Work Roster for periods of one year beginning April 1, with each new roster starting at zero.

2. Roster will be updated daily.

3. A current copy of the roster shall be posted and available for review by all toll collectors.

C. Time Transfer

1. Collectors transferring from one facility to another will carry their overtime record with them.

2. Collectors reporting to a facility directly from initial training will be credited with the amount of time possessed by the facility collector with the least amount.

3. Collectors who are sick for 30 or more consecutive days shall be credited, for each 30 day period, the monthly average possessed by them on the current list before their illness.

D. Implementation

1. When overtime assignments must be made via the overtime work roster, supervisors will:

a. List the names of those collectors who are eligible and next to each name place the amount of cumulative overtime worked.

b. Assignments will be made starting with those who have the least amount of overtime hours worked.

e.g. On April 1, the list will show no one with overtime hours. At this time assignments will be made starting with those who have the least seniority.

VIII. NEGATIVE COMPENSATORY TIME ROSTER

A. Description

1. The Negative Compensatory Time Roster shall consist of a listing of all toll collectors within a specific tolls unit who owe time.

B. Maintenance of Roster

1. Negative Compensatory Time Roster will be maintained perpetually by tour and updated daily.

2. A collector incurring negative time will have this time posted next to her name on the Negative Compensatory Roster issued the following day.

3. Negative time worked off under conditions which would ordinarily be described as overtime will not be paid premium rates nor will these hours be placed on the Overtime Work Roster. Only that time worked after all negative time is consumed will be treated as overtime.

4. A current copy of the roster shall be available for review by all toll collectors.

C. Implementation

1. When overtime assignments must be made via this roster, supervisors will:

a. List the names of those collectors who are eligible for overtime assignment and next to each name place the amount of time owed.

b. Assignments will be made starting with those who have the greatest amount of time owed.

IX. TOLLS POOL

The Tolls Pool will be considered a Tolls Unit and will adhere to the requirements of this Instruction.

A. Short Term Overtime

Pool collectors working a facility where a short term exists will be treated the same as facility collectors. They will be permitted to volunteer and will

also be subject to compulsory assignment if their overtime or owed time records so require. These records will be obtained from the Pool Dispatcher.

B. Cancellation of Regular Days Off and Holidays

The Pool will cover its commitments by canceling RDO's or Holidays as described in this Instruction.

ATTACHMENT 6

DISTRIBUTING OVERTIME WORK ASSIGNMENTS

SENIOR TBA AND TBA

I. POLICY

This procedure is intended to standardize the recording and distribution of all overtime, both with respect to opportunities and actual hours worked. Although overtime hours may be accumulated by different means, i.e., scheduled overtime, holdover, early-call-in, RDO cancellation, etc., true equalization requires distribution on an equal basis for all employees in the unit who are available.

II. ASSIGNMENT OF RESPONSIBILITIES

A. The Tour Supervisor is responsible for administration of a fair and equitable system.

B. The staff member assigned by the facility will maintain a master overtime roster.

C. The FS-5 will utilize the copy of the overtime roster as the basis for non-scheduled overtime assignments and ensure the recording of appropriate opportunities or hours worked.

III. RECORDS

A. The overtime roster is to be used to record all overtime work or work opportunities declined. The form provides for the listing of each employee and a box for each day of the month. The FS-5 will indicate in the top portion of the appropriate box, for the day and the individual the overtime hours either worked or declined, and add the new hours to the previous total entering the new total in the lower half of the box. (Red will be used for hours refused, Blue for hours worked and also for total hours.)

B. TBA Cancellation Voluntary

A log book will be maintained at the FS-5 desk in which a TBA or Sr. TBA can indicate his or her availability to work his or her scheduled RDO, Holiday, or Vacation and the specific tour(s) for which he or she is available. After entering his or her name he or she should indicate the tours for which he or she is available by placing an “X” in the appropriate column. He or she must also at that time place an “O” in any tour(s) he or she is not interested in working. If any change is made subsequent to the entry of availability, the change must be initialed by both the employee involved and the FS-5. This of course is to prevent tampering. Solicitations for overtime will be made from this voluntary

list before soliciting from any other source. The results of solicitations or solicitation attempts will be recorded by the FS-5 in the appropriate column next to the "X." In this way, the FS-5 on subsequent tours will have a record of all solicitations.

IV. CHARGING OVERTIME HOURS

A. Voluntary cancellation of RDO, Holiday, or Vacation

The actual hours worked will be charged when an employee from the voluntary list works on his or her scheduled RDO, Holiday, or Vacation.

B. Eight (8) hours (red) will be charged when an employee on the voluntary list is either called for a requested tour and is unavailable or refuses the assignment.

C. No employee can accumulate more than eight (8) hours in one day.

V. OTHER OVERTIME

A. Holdovers or early-call-ins will be offered to all available employees starting with the employee with the lowest total hours. The actual total hours of all available employees will be recorded in the remarks section of the appropriate roll call by the FS-5 at the time the overtime requirement is apparent. Each employee will be contacted starting with the employee with the lowest total hours until the manpower need is satisfied. Each refusal will be documented and each individual will be charged with four (4) (red) hours.

In the case of early-call-ins each individual who refuses will be charged with four (4) red hours. No charge will be made if the supervisor is unable to establish contact with the employee.

VI. RDO, HOLIDAY OR VACATION CANCELLATION OTHER THAN BY REQUEST

A. In the event the voluntary list is exhausted and it is necessary, the FS-5 will call employees on RDO, Holiday or Vacation who are not in the log book.

B. Available employees will be contacted beginning with the employee with the lowest total hours. Hours will be charged only for hours worked.

C. No hours will be charged if contact cannot be established or work refused.

VII. LIMITATIONS ON OVERTIME WORK

A. To fill a full tour

1. First try to cover with a volunteer from the log book

2. Second try to cover with a holdover and early-call-in
3. Third try to cover with a holdover or early-call-in
4. Fourth try to cover with a RDO, Holiday, or Vacation not in the log book

VIII. In the event an employee is not given the opportunity to work an overtime assignment the employee will receive payment equal to the time of the employee who worked.

IX. COMPULSORY ASSIGNMENTS

If the overtime assignment(s) cannot be filled by volunteers, the FS-5 will make compulsory assignments from among those TBA's whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

A. Those with negative compensatory time starting with the one who has the greatest amount.
B. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

Note: If the FS-5 is unavailable, the next level or supervisor will act in his/her stead.

9-1-05

Jerome LaFragola
President, TWU Local 1400

Stephen Napolitano
Asst. Director, TB&T

Cc: R. Croneberger, J. LaFragola (TWU), S. Napolitano, E. Ramirez, File (OMS)

ATTACHMENT 7

TO:	All Unit Heads	LOCAL 1400 TWU
FROM:	Office of the Personnel Director	325 SPRING STREET
DATE:	July 22, 1968	NEW YORK, NY 10013
SUBJECT:	SENIORITY	

COPY TO: Personnel Division Managers; Employee Organization Representatives

INFORMATION BULLETIN NO. 38

The following procedures will apply to all Service C employees in the application of seniority, with the exception of the handling of overtime assignments in the Tolls units of the Tunnels & Bridges Department. A Tunnels & Bridges Department Instruction will be issued shortly that will govern the application of seniority for Service C tolls personnel in that particular respect.

Within each classification, Port Authority seniority (length of Port Authority service) will take precedence in picking vacations. Classification seniority (length of service in your class title) will take precedence in the compilation of initial overtime rosters and work assignments (where appropriate). Questions concerning classification seniority may be referred to the Administrative Division of the Personnel Department for determination of an employees' "seniority-in-grade" date.

VACATIONS

Each facility will publish an annual vacation schedule indicating 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 vacation periods will do so in minimum periods of one week and maximum periods of two weeks in order of their Port Authority seniority. Employees entitled to three or four weeks vacation and wishing to take all vacation at a single time will do so in seniority order during the second series of picks. Employees with five weeks vacation and wishing to take all of it at one time will do so in a third series of picks.

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. All vacation must be used by the end of the last scheduled work day in each year.

OVERTIME

For a given work unit, overtime rosters will be compiled, according to class seniority at the beginning of each year. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster, as opposed to picking the next employee on the roster for an overtime assignment. This equalization process should conclude on the last scheduled work day of the year for each work group, and a new roster should then be developed for the following year on the basis of classification seniority within each work group.

TOUR PREFERENCE

When a permanent tour assignment becomes vacant, the senior employee in the work unit in the classification to be filled should be offered the position. Unless the position requires special abilities, this procedure must be followed. No schedule change premiums will be paid for position or squad changes made under these conditions.

Edward C. Callas
Personnel Director

ATTACHMENT 7

LOCAL 1400 TWU
325 SPRING STREET
NEW YORK, NY 10013

TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: March 5, 1976

COPY TO: Personnel Division Managers, Employee Organization Representatives

INFORMATION BULLETIN NO. 50

This bulletin is intended to resolve questions which have been raised regarding the determination of classification seniority for classified employees. The following sequence of criteria are used to determine the order of classification seniority:

1. Classification seniority date (seniority in title)

2. Port Authority employment date

3. Signature date on the employment application

4. Qualifying test score for the classification where applicable

5. Training program test score for the classification where applicable

In the event of a tie between employees in any of the above categories, the next criterion serves as the tie breaker.

Edgar C. Gallas
Personnel Director

THE PORT AUTHORITY OF NY & NJ

ATTACHMENT 8

August 14, 1984

Ms. Shirley Kelly
Vice-President
Local 1400 - TWU
Ferry Plaza Building
Edgewater, NJ 07020

Dear Shirley:

As a result of recent discussions regarding on-the-job-training for toll collectors, the following provisions effective March 13, 1984 were agreed upon:

a. Every toll collector who trains will receive a flat fee of $20.00. This special payment does not preclude the payment of overtime, if overtime is necessary and approved by the Tolls Supervisor.

b. Facilities will compile an annual list of volunteers and choose from that list those toll collectors considered good performers. 404 ratings and patron complaints will be some of the criteria used in making the selections. At least one year's seniority will be required before a toll collector can be placed on the list.

c. Each facility Shop Steward will review the annual list before it is made final. The list will become final when agreement is reached between the Shop Steward and facility staff.

d. If there are no listed volunteers scheduled to work on a facility when there is a training need, the facility will ask an unlisted toll collector considered best-qualified and will pay to that toll collector the special payment of $20.00.

Sincerely,

Anthony J. Barber
Deputy Director
Tunnels, Bridges and
Terminals Department

Concurred: Louis J. Lacapra
Assistant Director
Personnel Department

Telephone (212) 466-8891

ATTACHMENT 9

10/31/02

10/31/02

Specification No. _____

Date Prepared: 10/23/02
Date Revised: 10/30/02

CLASSIFICATION: Security Guard
DEPARTMENT: Tunnels, Bridges & Terminals

Working under close supervision, a Security Guard observes activity at a particular post and reports any unusual activities to the supervisor or other responsible person. Performs routine monitoring and reporting duties and follows specific guidelines for observing and reporting such incidents.

REGULAR DUTIES:

1. Monitors activity at an assigned post and reports intruders and/or any improper activities to appropriate supervisor and/or facility management.

2. Verifies pedestrian and vehicle authorization for access through an assigned post.

3. May provide information relative to the facility.

4. Reports malfunctions of equipment that may impact the security or well being of the facility to supervisor and/or facility management.

5. May be required to prepare routine reports and maintain vehicle and/or pedestrian access logs.

6. May be required to monitor CCTV specifically established for new security posts or other similar equipment and report irregularities as observed.

7. Required to interact with the traveling public and other facility staff with courtesy and professionalism.

8. May be required to respond to alternate locations in emergency situations.

9. Performs other related duties as required by Supervisor.

REQUIREMENTS:

- Applicants must satisfactorily complete background and fingerprint checks as required by the Port Authority.

- Must provide a verifiable summary of work experience for not less than the prior five (5) years including character and business references from former employers.

- Must be able to demonstrate prior work experience directly related to guard, police or watchman service.

- Must have the ability to communicate effectively.

- Must possess a high school diploma or a general equivalency diploma obtained in the United States of America.

- Must possess and maintain a valid driver's license for the operation of motor vehicles in the State of New York or New Jersey.

EXPERIENCE:

- Minimum of two (2) years experience in any one of the following or any combination of the following: a guard, watchman or police position or; service in the United States Military Services in a police or military security position or; college credits from an accredited institution of higher learning in criminal justice or police science at the equivalent rate of 32 credits per year. A lesser number of credits will be prorated proportionately for lesser periods.

PHYSICAL REQUIREMENTS:

- Not less than 20-40 corrected vision in each eye.

- No color confusion or impairment color and depth perception.

- Unimpaired hearing.

- Must pass a physical examination prior to commencement of assignment that indicates general good health without physical defects or abnormalities that would interfere with the performance of guard duties.

- Must pass a drug-screening test.

WORKING CONDITIONS:

- Must be capable of performing normal or emergency duties that include arduous physical exertion such as standing or walking an entire shift, climbing stairs, lifting and carrying objects weighing up to 50 lbs., running and enduring exposure to extreme weather conditions for an entire shift.

- May require periods of prolonged standing.

- May not leave a post unattended at any time, unless instructed to do so and unless relief is supplied.

- May be required to work shift and/or irregular shifts covering 24 hours per day, 7 days per week.

ATTACHMENT 10

Part-Time Toll Collector Program

1. During the term of this Agreement, the Port Authority will maintain appropriate staffing as it determines is operationally required. There will be no more than fifteen (15) Part-Time Toll Collectors.

2. During the term of this Agreement, no Senior Toll Collector, Toll Collector or Part-time Toll Collector will be subject to lay-off.

3. Part-time Toll Collectors may work an average of not more than twenty-eight (28) hours per week nor less than sixteen (16) hours per week. Tours will consist of a minimum of four (4) and a maximum of eight (8) hours. Part-time Toll Collectors will be assigned to the day or afternoon shifts only. Meal and relief periods on an eight (8) hour tour will be the same as for a full-time Toll Collector. For a four (4) hour tour, a thirty (30) minute break will be provided. Tours will be scheduled at least one (1) week in advance. Work schedules will be governed by the Work Schedule PAI annexed as Exhibit "L" and will be agreed to by the Union. Starting times for tours will be the same as for full-time Toll Collectors.

4. Part-time Toll Collectors will have the same health, dental, and life insurance benefits as full-time Toll Collectors.

5. Wages (hourly rates) and longevity (percentage schedule) for part-time Toll Collectors will be the same as for full-time Toll Collectors.

6. Part-time Toll Collectors will be assigned to cover scheduled deficiencies. Part- time Toll Collectors scheduled as excess will fill any position that becomes vacant on that tour. There will be no equalization of prime time off or arduous assignments for part-time Toll Collectors.

7. Part-time Toll Collectors will have separate transfer lists. They will be issued the same uniforms as full-time Toll Collectors and they will be subject to the same performance standards as full-time Toll Collectors. Part-time Toll Collectors will be eligible for overtime after full-time Toll Collectors.

8. Part-time Toll Collectors will be afforded the option to join the retirement system.

9. Part-time Toll Collectors will receive the same allowance of holidays, personal, and vacation days as full-time Toll Collectors, except that a day's allowance equals 4.5 hours. Sick days will be earned on the same basis as full-time Toll Collectors with each day equaling 4.5 hours.

10. Part-time Toll Collectors will not receive prep time.

ATTACHMENT 11

SPECIFICATION NO.: 2013
DATE ISSUED: 2/79
DRAFT REVISED: 6/15/87

CLASS TITLE: Airport Operations Agent
PAY PLAN/LEVEL (RANGE): C-47
FLSA STATUS: Non-Exempt
DEPARTMENT: Aviation
JOB SERIES: Facility Operations

A. SUMMARY OF RESPONSIBILITIES

Under the direct supervision of an Operations Group Supervisor, the Airport Operations Agent is responsible for sound monitoring and assisting in the coordination of field operations and ramp activities. Incumbents primarily perform indoor agent duties of a sound monitor or outside agent duties of ramp aircraft agent, construction operations agent, or bird patrol agent. This class normally work independently with some guidance, but is primarily guided by established methods and procedures or written or oral instructions.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated classification of Senior Airport Operations Agent who has lead responsibilities and is an indoor agent responsible for ramp coordination and dispatching as well as Operations Unit communications coordination, the Airport Operations Agent class works as a sound monitor, outside aircraft agent, construction agent, or bird patrol agent.

As compared to the lower rated classification of Sky Cap which performs unskilled baggage handling activities and provides patrons with information concerning airport facilities and services, the Airport Operations Agent class performs technical duties by providing ground assistance to general aviation aircraft, overseeing airport construction projects or sound monitoring.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

As an Indoor Agent:

1. Monitors automatic permanent sound recording equipment at remote sites for all noise readings by jet aircraft and maintains appropriate records. Directly notifies airlines any time noise violations occur.

2. Contacts airline operators for necessary information relative to maintaining daily records. Monitors aviation frequency radios to record aircraft movements.

As an Outdoor Agent:

1. Meets transient aircraft and directs them to assigned ramp positions or to parking and tie-down areas.

2. Parks and ties-down aircraft. Makes periodic aircraft inventory and security checks.

3. Guides all transient aircraft using the Port Authority general aviation area.

4. Assists transient aircraft pilots in arranging for servicing and maintenance of aircraft.

5. Computes and collects airport use fees from aircraft operators.

6. Checks construction barricades and obstructions in aeronautical areas. Helps Operations Supervisor to disseminate information concerning obstructions and Fixed Base Operations. Places, retrieves, and replaces batteries in emergency lights on obstructions as needed.

7. Coordinates ramp activity use during construction or snow removal periods with outside contractors, airlines and government agencies. Under direction of an Operations Supervisor, leads and directs Port Authority and contractor snow removal teams in specific areas.

8. Operates patrol vehicle in order to monitor, move, and control birds in active airport areas, as part of the Bird Hazard Reduction Program.

9. Responds to all alerts. Leads municipal fire fighting equipment to emergency sites. May drive Port Authority equipment to point on field designated for emergency alerts or to scene of crash. Posts notifications for Airmen such as weather notices, hazard bulletins and other safety items. May participate as a member of the crash crew in emergency and rescue assignments.

D. JOB REQUIREMENTS

1. Knowledge:

Must have sufficient knowledge to recognize types of aircraft.

Thorough familiarity with airport traffic control, characteristics of airline operations and terminology used in aviation activities, including aircraft guiding hand signals.

2. Ability and Skills:

Must be able to operate and monitor aviation frequency and All-Facility radios, and to understand blueprints.

Must be able to operate standards, as well as sound monitoring and noise analyzing equipment, including mobile unit tape recorder.

3. Physical/Medical Requirements and Effort:

Vision not less than 20/100 each eye without glasses; with glasses, 20/40 each eye.

No color confusion.

No impairment of back or extremities which interferes with job performance.

No allergies which interfere with job performance.

Occasional heavy demands in emergency rescue and fire fighting crew.

4. Working Conditions:

Exposure to hazards of emergency work.

Works rotating shifts.

Exposure to all types of weather conditions.

5. Qualifications:

a. Education:

Graduation from a four-year high school or vocational school or possess a recognized high school equivalency certificate.

b. Experience/Training/Licenses:

Possess a valid New Jersey or New York driver's license and, on certain assignments, must obtain a Port Authority driver's qualification card (PA 1508A) for Class III type vehicles in addition to a Class III Chauffeur's license if he/she is a New York State resident.

ATTACHMENT 12

SPECIFICATION NO.: 2014
DATE ISSUED: 2/79
DRAFT REVISED: 6/15/87

CLASS TITLE: Senior Airport Operations Agent
PAY PLAN/LEVEL (RANGE): C-49
FLSA STATUS: Non-Exempt
DEPARTMENT: Aviation
JOB SERIES: Facility Operations

A. SUMMARY OF RESPONSIBILITIES

Under the direct supervision of an Operations Group Supervisor, the Senior Airport Operations Agent leads Airport Operations Agents and is responsible for communications coordination, and indoor ramp coordination and dispatch activities. Responsible for the performance and safety of lower graded staff, and are guided primarily by established methods and procedures or by written and/or oral instructions.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated classification of Operations Group Supervisor which has diversified responsibilities in the position as sound monitor supervisor or outside ramp supervisor, the Senior Airport Operations Agent class performs a lead function over a work shift or is immediately responsible for being communications coordinator or ramp dispatcher.

As compared to the lower rated classification of Airport Operations Agent which is a sound monitor or outside ramp agent, the Senior Airport Operations Agent class functions in a lead capacity, must have a greater knowledge of airport operations and scheduling, and is an indoor agent who is communication coordinator, ramp coordinator or dispatcher.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

1. Coordinates communications via Port Authority and Federal Aviation Agency radio frequencies between various airport base and mobile stations. Operates Unicom base station to communicate with general aviation pilots. Assists Operations Supervisor in making emergency notification calls.

2. As an indoor ramp coordinator or operations agent dispatcher, coordinates and dispatches ground transportation services as required by general aviation passengers. Oversees operation and maintenance general aviation terminal.

3. Completes records of transient aircraft operations and assesses appropriate fees. May collect fees in accordance with fee schedules.

4. Reserves ramp areas for special functions and ceremonies including the arrivals and departures of dignitaries where special escorts and security forces are involved.

5. Coordinates ramp activities with line striping and other maintenance work. Notifies airline and/or Fixed Based Operator ground service personnel of unscheduled aircraft landings, particularly during periods of inclement weather.

6. Under direction of an Operations Supervisor, leads and directs Port Authority and contractor snow removal teams in specific areas.

D. JOB REQUIREMENTS

1. Knowledge:

Must have knowledge of general aviation aircraft, airport traffic control, characteristics of airline operations and terminology used in aviation activities, and applicable Federal Aviation Agency rules and regulations as well as Port Authority airport operations policies and practices.

2. Ability and Skills:

Requires the ability to make decisions quickly, to instruct and direct the work of others, and to prepare records with speed, accuracy, and clarity.

Must maintain effective relationships with tenant airlines, pilots and the public.

Maintains control chart and assigns time allotments and gate positions to all airline and transient aircraft.

Notifies airlines, tower and government agencies of gate assignments, and operates Flight Information Board at KIA as well as the Flight Information Board at the International Arrivals Building at KIA.

3. Physical/Medical Requirements and Effort:

Vision corrected to at least 20/40 each eye.

No color confusion.

No impairment of back or extremities which interfere with job.

No allergies which would interfere with job performance.

Participates in various emergency situations.

4. Working Conditions:

Exposure to outdoor weather conditions.

Works rotating shifts.

5. Qualifications:

a. Education - Graduation from a four-year high school, vocational school or possess a recognized high school equivalency certificate.

b. Experience/Training/Licenses - Two years full-time paid work experience in the aeronautical operations field at the journey-level of Airport Operations Agent. Possess a valid New York or New Jersey driver's license and, on certain assignments, must obtain a Port Authority driver's Certificate Card (PA 1508A) for Class III type vehicles in addition to a Class III Chauffeur's License if a New York State resident.

Local 1400 · TWU
AFL-CIO
7800 RIVER ROAD
NORTH BERGEN, N.J.
(201) 854-7400

ATTACHMENT 13

RON TRIVISONNO
President

SHIRLEY KELLY

VINCENT LAIETA

JULIA DAVIS

LUZ BAPTIST

JOAN McLEAN

JACK CARREN

PAT O CONNELL

JOSEPH WRIGHT

VINCENT VIOLA

The following is the Agreement between the Port Authority of New York & New Jersey and Local 1400 T.W.U. on the classification know as Bus Terminal Agent.

1. The position of Bus Terminal Agent (B.T.A.) will be offered as a promotion opportunity. The following will be the qualifications for the position of Bus Terminal Agent(s).

a. Education
Eight grade minimum educational requirement AND two (2) years full-time paid work experience in Operations.

b. Experience/Training/Licenses
Must possess valid New York or New Jersey driver's license.

2. The salary range will be range 47 set forth in the TWU agreement.

3. The job specification will be mutually agreed upon. The duties are outlined in job specification # 2021 (attachment A).

4. The staffing of the Operations Center will have a minimum of three (3) Bus Terminal Agents positions on the day tour, three (3) Bus Terminal Agents on the afternoon tour, and one (1) Bus Terminal Agent on the midnight tour.

5. Partitions will be erected to provide safety and security for the personnel working at the Operations Center. Said partitions will be maintained at all times.

6. Should another union be awarded jurisdiction by the P.A.L.R.P. over any or all of the B.T.A. work, the Port Authority and TWU will negotiate the impact of such award upon the TWU membership.

7. The nine (9) existing FOA's will be "Grandfathered" into the new title of Bus Terminal Agents, the nine (9) FOA's will remain as FOA's at the Bus Terminal star rated for salary and benefits should the event anticipated in paragraph six (6) here occur.

8. The Port Authority's policy, under its By-Laws, of indemnification and defense of its employees against civil liability for which an employer is responsible under the law of agency, is specifically applicable to Bus Terminal Agents acting in the course and within the scope of their employment as outlined in (attachments B & C).

9. A one (1) hour uninterrupted meal period will be provided for each Bus Terminal Agent between the third and fifth hour of each tour.
(a) 30 minute break will be given each Bus Terminal Agent during the course of the tour. This break may be given at two (2) 15 minutes breaks.

10. For the purposes of training, schedules may be rotating for a maximum of three (3) months, after which there will be nine (9) Bus Terminal Agents on steady days, nine (9) Bus Terminal Agents on steady afternoons, and Three (3) Bus Terminal Agents on the midnight tour. All schedules will be in conjunction with PAI 20-3.07 dated May 23, 1972.

11. No Bus Terminal Agent will be assigned to more than two (2) consecutive hours at the Operations Center.

The within Bus Terminal Agent agreement consisting of ~~ten~~ RT (11) operative paragraphs and three (3) Attachments is hereby agreed between the parties the 18th day of May, 1987.

TWU, Local 1400

By Ron Trivisonno
Ron Trivisonno, President

Port Authority Of NY & NJ

for By Paul Zulauf
Dwight Darcy, Manager Labor Relations

May 18, 1987 / JB

ATTACHMENT A

SPECIFICATION NO.: 2021
DATE ISSUED: ____
DATE REVISED: ____

CLASS TITLE: Bus Terminal Agent
PAY PLAN LEVEL (RANGE): C-47
FLSA STATUS: Non-exempt
DEPARTMENT: Tunnels, Bridges, and Terminals
JOB SERIES: Terminal Operations

A. SUMMARY OF RESPONSIBILITIES:

In the series of Terminal Operations classes, the Bus Terminal Agent is responsible for monitoring bus operating areas and other public areas, including taxi loading zones, to maintain safe and efficient operating conditions at the Port Authority Bus Terminal. Bus Terminal Agents also monitor closed circuit television screens to advise responsible personnel of adverse conditions and provide public service information and assistance to patrons as required. Work is normally performed under the close supervision of an Operations Supervisor who reviews work on a shift basis. Incumbents are assigned rotating shifts, and are primarily guided by oral and written instructions and regulations.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to the higher rated Junior Operations Supervisor classification which has supervisory responsibility for Baggage Handlers and Red Caps, the Bus Terminal Agent has no direct supervisory responsibilities.

As compared to the lower rated Information Agent classification whose function is to provide information to Bus Terminal patrons, the Bus Terminal Agent classification is responsible for monitoring pedestrian and carrier traffic to ensure operations are proceeding safely and efficiently.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

1. Inspects all operating areas in the Bus Terminal, reporting malfunctions of equipment, e.g., escalators, elevators, telephones, insufficient illumination and other untoward conditions.

2. Reports damage to or improper condition of Port Authority and tenant property, safety hazards, spillages and debris accumulations and any directional signs in need of repair or replacement.

3. Issues notices to drivers/owners of vehicles in violation of Bus Terminal Rules Regulations.

4. Monitors peak period pedestrian traffic as assigned, moving and setting up queue line stanchions as required.

5. At Operations Control Center, monitors closed circuit television, alarms and building operating functions, and operates telephone, and facility radio communications making appropriate notifications to staff. Operates public address and Transcom equipment as needed.

6. Responds to simple patron inquiries and complaints, referring those of more complex or serious nature to supervisor.

7. Performs such duties as crowd control, signing, and stanchioning as directed. Transports sign and flyer holders within PABT.

8. Assists in emergency situations, as directed by Operations Supervisor and Police Superiors.

9. Maintains forms, reports and daily operating logs.

10. Dispatches Red Caps via various electronic means.

11. Monitors and controls taxi line, as required.

D. JOB REQUIREMENTS:

1. Knowledge

Knowledge of Port Authority Bus Terminal organization and operations, as well as type and location of facility services.

2. Ability and Skills

Monitors and operates facility radio and Operations Control Center equipment, including CCTV hardware, building systems computer, building systems alarms, security alarms, wheelchair lift, telephones, telecommunications equipment and intercoms.

Ability to understand and follow oral and written instructions, respond to patron inquiries and requests, and prepare forms and reports related to the performance of duties.

3. Physical/Medical Requirements

(a) Prolonged periods of standing, walking and monitoring of CCTV and CRT screens;
(b) Not less than 20/100 each eye, with glasses 20/40 each eye
(c) No impairment of back or extremities which interferes with job performance
(d) No color confusion

4. Working Conditions

Works rotating shifts and days off.

Some exposure to weather conditions.

5. Qualifications

a. Education - Eighth grade minimum educational requirement and two (2) years full-time paid work experience in Operations.

b. Experience/Training/Licenses - Must possess valid New York or New Jersey driver's license.

9/13/90

DISTRIBUTION OF OVERTIME WORK ASSIGNMENTS
TWU AVIATION DIVISION EMPLOYEES

ATTACHMENT 14

I. Policy

This procedure is intended to standardize the recording and distribution of all overtime, except snow overtime for TWU employees assigned to maintenance, both with respect to opportunities and actual hours worked on an equal basis for all employees in the unit who are available and qualified.

Overtime will be voluntary in accordance with the following procedures except in emergency situations such as incidents, events or occasions of natural or other causes which threaten the life or safety of people, the operation or the physical integrity of the facility. Examples of emergencies include aircraft accidents, hijack or bomb threats, flooding, hurricane, snow and other serious weather threats.

II. Records

A. For a given work unit, overtime rosters will be compiled, according to class seniority beginning with the first pay period of each year. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster for an overtime assignment. This equalization process should conclude on the last scheduled work day of the last pay period of the year for each work group, and a new roster should then be developed for the following year on the basis of classification seniority within each work group.

B. A daily record of overtime hours offered, worked or refused by each employee shall be maintained in a Master Overtime Work Roster by supervisory personnel.

C. A current copy of the Overtime Work Roster will be posted daily for review by unit personnel.

D. All overtime will be assigned and accounted for in minimums of 15 minute intervals.

III. Procedure

A. Except as noted below, overtime will be offered to employees in the ascending order of their total overtime (worked and refused) actually attained or scheduled to be worked at the time the overtime is offered.

2 of 3 9/13/90

B. The Overtime Work Roster will serve as the reference source for each employee's total overtime.

C. Overtime Solicitation Priorities

1. Full Tours

   a. First – employees on RDO; Employees on vacation who indicate in writing to their supervisor that they wish to be called.

   b. Second – combination of holdover and early-call-in.

   c. Third – full tour holdover or call-in.

   d. Fourth – next higher classification(s) in the bargaining unit.

   e. Fifth – Substitution of lower classification personnel. In the event a substitution is necessary, and where a promotion eligible list exists, the employee assigned to the unit achieving the highest rank on the promotion list who is working the tour that must be filled shall be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job. If no list exists or all those on the list refuse or are not available, the next senior person by classification who is adjudged qualified by the unit supervisor will be offered the overtime.

NOTE: If the call creating the vacancy is received after 11 p.m., a one (1) hour period after receipt of the call (not to extend past 1 a.m.) may be utilized to solicit coverage.

2. Partial Tours (i.e., latness of incoming employee)

   The partial tour will be covered by holdover or early call-in (solicited from the Overtime Work Roster) based on ending time which is closest to the commencement of the partial tour overtime.

3. Extended Tours

   a. If a tour must be extended because of workload, i.e., later arrival of aircraft at IAB or contractor working beyond expected completion time, the overtime will be offered to the person working the position directly involved.

b. If the person already performing the work will not accept the overtime, it will be offered as a holdover to an employee of equal classification performing the same assignment or work detail.

c. If such employees are unavailable, the overtime will then be offered in order of least total overtime worked to those of proper classification and qualification who are on duty.

D. Telephone Notification
When overtime is offered via telephone, instances of “no answer”, “not at home” or machine answered calls will be documented as overtime hours having been offered, but they will not count toward work refused or total overtime totals.

E. Refused Overtime
Employees will be charged an amount equal to the number of hours overtime they were offered but not to exceed eight (8) hours in a calendar day. (If overtime is worked within that calendar day, only the hours worked will be posted). Four (4) hours is the maximum number of hours that can be charged for a holdover or early call-in.

IV. In the event an employee is not given the opportunity to work an overtime assignment in accordance with this procedure, the employee will receive payment equal to the time of the employee who worked.

V. Compulsory Assignments

If the overtime assignment(s) cannot be filled after all of the above by volunteers, a supervisor will make compulsory assignments from staff whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

A. Those with negative compensatory time starting with the one who has the greatest amount.
B. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

NOTE: Employees who refuse to work a compulsory assignment due to a demonstrable personal emergency, i.e. sickness or death in family, child care problem, will not be disciplined.

3 of 3 9/13/90

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ATTACHMENT 16

TO: Department Directors, General Managers, Facility Managers
FROM: Personnel Director
DATE: February 21, 1967
SUBJECT: COLD WEATHER ASSIGNMENTS OF EMPLOYEES OVER 60 YEARS OF AGE

COPIES: (PAI Distribution List)

INFORMATI0N BULLETIN NO. 22

A number of questions have arisen concerning cold weather and snow removal assignments of employees over 60 years of age. For your information, the following guidelines should be applied in scheduling such duty:

1. Field supervisors should be aware of, and should carefully observe medical restrictions applicable to employees who are over age 60, which limit or prohibit such employees from being utilized for outdoor work assignments in severe cold or under snow conditions.
2. Employees over age 60 and with no medical restriction may be assigned to the same work as other employees during severe cold and/or snow conditions provided the difficulty or degree of exertion required of such an employee under these conditions does not exceed that which is required during the normal course of his regular recurring assignments. Example: A Building and Grounds Attendant over 60 whose normal duties are indoors should not be assigned to work outdoors.
3. Under no circumstances should employees age 60 and over be required to work more than 12 hours on one tour of duty nor over 12 hours in any 24 hour period. They should not be required to return to duty unless they have had 12 hours off duty.

Edward C. Gallas
Personnel Director

Att. Sal Foti
Room 200
269

ATTACHMENT 16

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

SUBJECT: ASSIGNMENT OF EMPLOYEES DURING ADVERSE WEATHER CONDITIONS AND EXPOSURE TO DANGEROUS FUMES

COPY TO: Personnel Division Managers; Employee Organization Representatives

INFORMATION BULLETIN NO. 44

Supervisors should be guided by the following principles in the utilization of employees.

Field Supervisors should use discretion and good judgment in assigning work crews when weather extremes could create hazardous conditions to unprotected employees. Appropriate arrangements to minimize exposure to extreme temperatures should be made either through the use of relief crews, protective clothing or equipment, or providing adequate rest periods.

Protective equipment and clothing must be provided and worn when work crews are exposed to toxic or dangerous dusts, fumes, and gases. Supervisors can have hazardous work situations evaluated by the Inspection and Safety Division and should insure that any corrective action is taken.

Edward C. Gallas
Personnel Director

ATTACHMENT 17

PROCEDURES FOR SELECTION, TRAINING AND PLACEMENT

OF AIRPORT OPERATION AGENTS (AOA)

1. An evaluation will be held to establish a list of candidates eligible for training for the position of AOA.

2. Training will be provided to candidates in the rank order of the Eligible List.

3. A candidate may refuse the training twice. On the third refusal, the candidate's name will be removed from the list. (TWU shall have the right to review records confirming adherence to this procedure.)

4 The training will consist of approximately 120 hours of combined field/classroom instruction followed by an on-the-job training (OJT) segment of up to 9 weeks. Candidates must pass a test at the end of the classroom training and successfully complete the OJT segment to be placed on the post-training eligible list in the rank order they held on the training eligible list.

5. It is understood that a candidate, while in training, will not work overtime in the schedule that would normally have been available to a permanently or provisionally assigned AOA. If no permanent or provisional AOA or Senior AOA staff accept the overtime assignment, a trainee, who is qualified for that assignment, may work the overtime.

6. When the training period is completed, the candidate on the post-training eligible list will either be placed into a provisional or permanent position or reverted back to his/her former position. The employee with the lowest rank on the eligible list will be the first one to be returned to their former position.

7. If no permanent or provisional position is available, but one is expected within one month, the candidate will be sent to the facility where the vacancy is expected with the concurrence of the union. If the 1 month "grace period" expires and the candidate has not been placed in a permanent or provisional position, the candidate will be returned to his/her former position or extended for a limited additional period with the concurrence of the union.

8. Vacant AOA positions will be filled as follows:

   A) Permanent or provisional openings may be filled by a permanent employee from the transfer list. (Permanent employees who are in provisional positions longer than 90 days will lose their preferred assignment. This "letter A" also applies to Sr. AOA.)

B) Permanent openings will be filled from the post-training Eligible List by list position. (If a candidate refuses to take a permanent AOA position that candidate is removed from the list.)

C) In the case of a provisional position, when no one is on the transfer list, the position will be filled from the post-training Eligible List by list position but the candidates will be given the opportunity to refuse a position. In the event no candidate accepts, the lowest listed person on the post-training Eligible List will be assigned the job.

ATTACHMENT 18

DISTRIBUTION OF OVERTIME WORK ASSIGNMENTS

PABT Employee

Information Agents, Baggage Attendants

Bus Terminal Agents, Red Caps

I. Policy

This policy outlines the procedures to be followed for the recording and distribution of all overtime, for TWU employees assigned to the Port Authority Bus Terminal with respect to opportunities and actual hours worked on an equal basis for all employees in the unit who are available and qualified.

Overtime will be voluntary in accordance with the following procedures except in emergency situations such as incidents, events or occasions of natural or other causes which threaten the life or safety of people, the operation or the physical integrity of the facility. Examples of emergencies include bomb threats, flooding, hurricane, snow and other serious weather threats.

II. Records

For a given work unit, overtime rosters will be compiled, according to class seniority beginning with the first pay period of each year. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster, as opposed to picking the next employee on the roster for an overtime assignment. This equalization process should conclude on the last scheduled work day of the last pay period of the year for each work group, and a new roster should then be developed for the following year on the basis of classification seniority within each work group.

A daily record of overtime hours offered, worked or refused by each employee shall be maintained in a Master Overtime Work Roster by supervisory personnel.

A current copy of the Overtime Work Roster will be posted daily for review by unit personnel.

All overtime will be assigned and accounted for in minimums of 15 minutes.

III. Procedure

Except as noted below, overtime will be offered to employees in the ascending order of their total overtime (worked and refused) actually attained or scheduled to be worked at the time the overtime is offered.

The Overtime Work Roster will serve as the reference source for each employee's total overtime.

Overtime Solicitation Priorities

Full Tours

First - employee on RDO; Employees on vacation who indicate in writing to their supervisor that they wish to be called.
Second - combination of holdover and early-call-in.
Third - full tour holdover or call-in.
Fourth - next higher classification(s) in the bargaining unit.
Fifth - Substitution of lower classification personnel. In the event a substitution is necessary, and where a promotion eligible list exists, the employee assigned to the unit achieving the highest rank on the promotion list who is working the tour that must be filled shall be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job. If no list exists the next senior person by classification who is adjudged qualified by the unit supervisor will be offered the overtime.

Full tours (Bus Terminal Agents)

First an overtime volunteer list will be maintained in the operations office log book for any Bus Terminal Agent on RDO or vacation, who wants to work overtime. They will enter into the log book which days and specific tours they are available to work. If, more than one BTA volunteers for the same day and tour, overtime will be offered first to BTA with lowest number of hours worked. If the BTA on the Overtime Volunteer list is called for a requested tour and declines the overtime, he or she will be charged for the hours offered (not to exceed 8 hours in a day) on the Overtime Work Roster.
Second - Combination of holdover or early-call-in.
Third - Full tour hold over or early-call-in.
Fourth - BTA's on their RDO's who's name is not on the Overtime Volunteer list will be solicited based on the lowest number of hours on the Overtime Work Roster. Hours will only be charged to these BTA's if overtime is actually worked, not if contact is not established or the overtime is refused.
Fifth - Substitution of lower classification personnel. In the event a substitution is necessary and where a promotion eligible list exists, the employees assigned to the unit achieving the highest rank on the promotion list who is working the

tour that must be filled will be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job. If no list exists the next senior person by classification who is adjudged qualified by the unit supervisor will be offered the overtime.

Partial Tours (i.e., lateness of incoming employee)

The partial tour will be covered by holdover or early-call-in (solicited from the Overtime Work Roster) based on ending time which is closest to the commencement of the partial tour overtime.

Extended Tours

If a tour must be extended because of workload, the overtime will be offered to the person working the position directly with the closest ending time, involved and least amount of overtime hours.

If the person already performing the work will not accept the overtime it will be offered as a holdover to an employee of equal classification performing the same assignment or work detail.

If such employees are unavailable, the overtime will then be offered in order of least total overtime worked to those of appropriate classification and qualification who are on duty.

Telephone Notification

When overtime is offered via telephone, instances of “no answer,” “not at home” or machine answered calls will be documented as overtime hours having been offered, but they will not count toward work refused or total overtime totals.

Refused Overtime

Employees will be charged an amount equal to the number of hours overtime they were offered but not to exceed eight (8) hours in a calendar day. (If overtime is worked within that calendar day, only the hours worked will be posted.) Four (4) hours is the maximum number of hours that can be charged for a holdover or early-call-in.

IV. In the event an employee is not given the opportunity to work an overtime assignment in accordance with this procedure, the employee will receive payment equal to the time of the employee who worked.

V. Compulsory Assignments

If the overtime assignment(s) cannot be filled after all of the above by volunteers, a supervisor will make compulsory assignments from staff whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

A. Those with negative compensatory time starting with the one who has the greatest amount.

B. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

Note: Employees who refuse to work a compulsory assignment due to a demonstrated personal emergency i.e., sickness or death in family, child care problem, will not be disciplined.

Employees who waive overtime by memorandum will still have overtime charged for purposes of equalization.

3/2/92
Dated

Transport Workers Union
Local 1400

Port Authority
Interstate Transportation

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ATTACHMENT 20

TRANSPORT WORKERS UNION – LOCAL 1400
JOHN F. KENNEDY INTERNATIONAL AIRPORT

Snow Overtime Procedures for TWU Employees Assigned to Maintenance

I. Policy

Snow storms at airports are considered by both management and the TWU to be more critical than at other organization facilities. Staffing during such snow storms will be determined solely by JFK management based on the snow storm forecast.

II. Guidelines

1. In accordance with PAI 20-3.07, entitled "Work Schedules - Pay Plan C (Non-Police) employees," snow emergency work schedules will be posted.

2. The posted snow emergency work schedule will consist of an "A" and a "B" shift. The "A" shift will commence 7:00 a.m. and end 7:00 p.m.. The "B" shift will begin 7:00 p.m. and conclude 7:00 a.m. "A" and "B" shifts will switch every second Friday, e.g. "A" shift will begin 7:00 p.m. and conclude 7:00 a.m. "B" shift will commence 7:00 a.m. and end 7:00 p.m. In the event of a late forecast for snow where a shift does not begin until 11:00 p.m., employees in the covered membership may be given the option to work four (4) hours overtime (from 7:00 a.m. to 11:00 a.m.) to continue to work on snow or at their regular assignments. This option will not apply to employees who have worked their RDO or holiday.

Management, in the event of an unforeseen, unforecasted snowstorm, has the right to change the starting time of any shift.

3. In accordance with PAI 20-3.07, previously referenced, a minimum of four (4) consecutive hours off between tours must be provided to the employee. However, JFK management will make all reasonable attempts to provide the employee with eight (8) consecutive hours off between tours.

4. When snow is forecasted, JFK management has the right to bring crews back one-half (1/2) hour earlier than their normal lunch or break. (Return is mandatory.) All employees not affected by snow emergency coverage will have their lunch one-half (1/2) hour earlier on such days.

If an employee does not return as mandated and therefore is unavailable for snow, that employee will be moved to the bottom of the snow emergency work roster.

5. a) Snow emergency work assignments, on first attempt for coverage, will be voluntarily accepted by the employee. After the first attempt for coverage, mandatory snow emergency work assignments will be given to employees by JFK management due to the emergency.

b) For snow emergency work assignments from 3:30 p.m. to 7:00 p.m., if an employee is on RDO, single vacation day or personal excused day, that employee will not be moved on the snow emergency work roster. However, when an employee is RDO during the week and a twelve (12) hour, (7:00 p.m. to 7:00 a.m.), tour is required, that employee will be called when their name comes up on the snow emergency work roster.

c) If an employee is scheduled to work on a weekend (i.e., Saturday, Sunday) or a holiday and cannot be available for snow emergency call in, that employee will not be moved on the snow emergency work roster. The exception will be if the employee is held over four (4) hours to work snow.

d) The day shift, Monday through Friday, will not be required to call in employees on RDO or vacation.

ATTACHMENT 21

Central Automotive Garage Attendants

This Agreement amends and replaces the former Attachment 21 of the Memorandum of Agreement between The Port Authority of New York and New Jersey and the Transport Workers Union, Local 1400, regarding Garage Attendants assigned to Central Automotive Division who are reassigned on temporary duty to a zone other than their permanently assigned zone.

If the need for a temporary reassignment is determined by the Manager of the Central Automotive Division, the following shall apply:

1. There may be occasions when a Garage Attendant permanently assigned to one zone may be temporarily reassigned to another zone.

2. The zones are as follows:

Zone A	***Zone B***	***Zone C***
WTC	JFK	PN
PATC	LGA	EWR
GWB	BP	*****Central Shop
HT		SIB
LT		

***** If the Central Shop relocates to the PATC, it will become part of Zone A.

When a Garage Attendant is temporarily reassigned to another zone, the following shall apply:

1. The reassigned Garage Attendant shall receive as compensation, a flat rate of $30.00 per diem, until he/she returns to his/her regular zone location.

2. The Garage Attendant who is temporarily reassigned to another zone shall provide his/her own transportation to and from the facility.

3. The Garage Attendant who is temporarily reassigned shall sign in and out at the designated time at the facility where he/she is reassigned.

4. In the event that a Garage Attendant is temporarily reassigned to a facility where there is a different starting time and schedule change premium is incurred, the Garage Attendant will not receive the $30.00 per diem for that day.

In addition to the above, the Port Authority will continue to pay the cost of Commercial Driver's License fees and renewal costs for Garage Attendants.

Effective January 1, 1999, the new Garage Attendant position will be upgraded to range C-45, and the Garage Attendant and Senior Garage Attendant job specifications will be consolidated, as set forth in the job specification attached. The resolution of Grievance 31T-98 will no longer apply to Garage Attendants.

Specification No.: 2220
Date Issued: 10/66
Date Revised: 4/15/99

Class Title: **Garage Attendant**
Pay Plan/Level(Range): **C-45**
FLSA Status: **Non-Exempt**
Department: **Operations Services**

A. SUMMARY OF RESPONSIBILITIES:

In the series of Maintenance Services classes this class working under the direction of a Maintenance Equipment Servicer or Maintenance Group Supervisor performs routine duties in servicing automotive equipment and dispatching vehicles. Garage Attendants work from oral or written instructions and their work is checked in progress and upon completion.

Essential characteristics of this position are:

- Makes minor repairs and services automotive equipment.
- Responsible for the cleanliness of Port Authority vehicles assigned to his/her area.
- As Dispatcher, works in a courteous and tactful manner while processing vehicles for Port Authority personnel.
- Provides direct liaison between the Dispatcher and Repair Shops insuring the adequate replacement of permanently assigned vehicles that are deadlined for inspection and repair.

B. RELATIONSHIPS TO OTHER CLASSIFICATIONS:

As compared to similar rated classes such as Information Agent II who performs routine customer service duties; the Garage Attendant performs routine duties, vehicle dispatching, servicing and cleaning of automotive equipment.

As compared to lower rated classes such as Building and Grounds Attendant who performs unskilled sanitation and grounds keeping duties; the Garage Attendant has specific knowledge in duties related to vehicle dispatching, servicing and cleaning of automotive equipment.

C. WORK RELATIONSHIPS:

- Receives work assignments from the Maintenance Equipment Servicer, or Maintenance Group Supervisor, who daily reviews work in progress and on completion.

- Works in general garage, outside fueling stations, fuel dispensing areas, dispatching areas, and must be courteous and tactful.

D. MAJOR FUNCTIONS (TYPICAL DUTIES):

Dispenses gasoline, fuel oil, motor oil, water, and anti-freeze for Port Authority automotive equipment.

Lubricates automotive equipment, and replaces oil filters.

Changes and repairs tires; replaces, checks and recharges batteries.

Washes, cleans and waxes automotive equipment including use of steam Jenny.

Prepares vehicles for winter conditions; puts on and removes chains; attaches snowplows to automotive equipment.

Performs minor automotive servicing and makes minor repairs to automotive equipment, such as to replace windshield wipers and to service batteries, radiators, etc; and, may do touch-up painting occasionally.

Maintains routine records of gasoline, diesel fuel oil, motor oil, and anti-freeze dispensed; and tires, batteries, and other similar supplies.

Drives various automotive equipment in connection with duties.

Performs the function of the Automotive Dispatcher.

Performs related work, as required.

E. SPECIFIC RESPONSIBILITIES:

Human Resources: None

Public Relations: Constantly interacts with all levels of Port Authority personnel, must be courteous, knowledgeable, and tactful.

Physical and Financial Resources: None

Decisions: Makes decisions relative to efficient servicing and handling of automotive equipment.

Planning: Must do minor planning of own work to accomplish it in an efficient and timely manner.

F. KNOWLEDGE AND ABILITY REQUIREMENTS:

1. Knowledge (Ability):

- Know greasing and servicing of automotive equipment and the safe operating procedures to be carried out by the Garage Attendant.
- Drive automotive equipment.
- Understand and follow oral and written instructions.
- Maintain routine records.
- Perform routing servicing duties.

2. Physical Effort:

- Normal shop work. Some heavy lifting.

3. Mechanical Skills:

- Drive automotive equipment.

4. Working Conditions:

- Routine automotive work. Exposure to grease, dirt, and the elements such as snow, rain, ice, etc.

5. Special Requirements:

- Pursuant to applicable federal and NYS/NJS laws, regulations and rules, possess a valid NY or NJ Commercial Driver's License, Class A with the following endorsements: Tank, Air Brake, HazMat, as well as any future changes to these endorsements.

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ATTACHMENT 23

INTERSTATE TRANSPORTATION DEPARTMENT

GROOMING STANDARDS

FOR TBA'S AND SENIOR TBA'S

I. POLICY

As a public agency the Port Authority expects all employees to conduct, attire, and groom themselves in an acceptable manner. Personal preferences, short of exaggerated styles, are generally permitted. However, where safety conditions are paramount, concern for the safety of the employee and the public must supersede personal preferences.

II. APPEARANCE

A. Uniforms

1. Basic Uniform - The uniform will include such issued items as shirts, ties, black belt, hats, helmets, gloves, trousers, jackets, rain gear, and rain boots and all other appurtenances as selected by the ITD Department based on the season of the year.

2. Garage Uniform - The uniform will include such items as the white long-sleeve garage shirt (must be worn with sleeves extended and buttoned), and the white garage pants worn with the P.A. issued black belt. The TBA jacket, garage parka and/or other issued apparel may be worn based on the weather and working conditions.

3. Shoes - Only black leather shoes/boots (preferably a safety variety) are to be worn.

4. Changes will be authorized and posted by the Operations Services Division.

5. The total uniform of the day will be worn while on duty and no substitute articles or exception will be permitted without approval of the Supervisor on duty.

6. Jewelry of all types, or other articles which could affect the safety of the Agent under working conditions, are prohibited.

7. A uniform committee may from time to time be constituted to assist and advise management in changes to the basic uniform.

B. GROOMING

1. Hair (Head)

   a. Styling must not interfere with the use of special equipment and must permit uniform headgear to fit securely.

2. Hair (Facial)

   a. Mustaches and sideburns must not interfere with the use of special equipment.

   b. Due to safety concerns, beards of any style are not permitted for any TBA and Sr. TBA position, except for those permanently assigned to the following positions: Communication Center (Staten Island Bridges, Holland Tunnel, Lincoln Tunnel, and George Washington Bridge). However, as there always exists the possibility that unforeseen circumstances may arise where those TBA's and Sr. TBA's in the above excepted positions may be called upon to respond to situations wherein the wearing of a beard might jeopardize their safety, they are urged to be clean-shaven. Moreover, for safety reasons, those TBA's and Sr. TBA's assigned to the above excepted positions who elect to grow beards cannot be assigned to positions, including but not limited to overtime, which are subject to beard restrictions.

   c. All TBA's and Sr. TBA's must be clean-shaven when participating in required refresher training sessions where respirators and Self Contained Breathing Apparatus (S.C.B.A.) are used.

   d. The continuing decision as to which employees are subject to a beard-prohibition rests with management.

ATTACHMENT 24

THE PORT AUTHORITY OF NY & NJ

July 30, 1985

Ms. Shirley Kelly, Vice President
Transport Workers Union
Professional Arts Building
7800 River Road
North Bergen, New Jersey 07047

Dear Shirley,

This letter is intended to confirm our telephone conversation on July 29, 1985.

As you know, there has been some confusion regarding the actual date that Senior Toll Collector's (STC) became eligible to receive preparation time. As agreed, effective March 13, 1983, STC's will receive fifteen minutes of "prep time" pay at overtime rates under the same circumstances that apply to Toll Collectors.

By copy of this letter, I am asking Jim Giorgi to coordinate the necessary administrative actions required to make payments to affected STC's.

Please signify your concurrence by signing in the space provided below. Thank you for bringing this matter to our attention.

Sincerely,

Hank Zulauf
Acting Assistant Manager
Labor Relations Division

cc: J. Giorgi

Concurred: Shirley Kelly
Shirley Kelly, Vice President

THE PORT AUTHORITY OF NY & NJ

ATTACHMENT 25

July 28, 1988

Ms. Shirley Kelly
Transport Workers Union
Local 1400
Professional Arts Building
7800 River Road
North Bergen, NJ 07047

Dear Shirley:

As a result of recent discussions regarding Port Authority sponsored Senior Facility Operations Agent (Senior FOA) and Facility Operations Agent (FOA) training at Morris County, New Jersey, the following provisions were agreed upon on Friday, May 27, 1988, between The Port Authority of New York and New Jersey and Local Union No. 1400, Transport Workers Union.

1. Effective April 4, 1988, every Senior FOA and FOA receiving Port Authority sponsored training at Morris County, New Jersey, will receive the following training payment for each day training is held at Morris County, New Jersey.

FOA	$33.44
Desk Assigned FOA	$35.27
Senior FOA	$36.39

2. Employees are expected to report on time for training. However, due to infrequent bus or train transportation available to stations located near the Morris County, New Jersey, training site and the necessity of taking taxi and/or other transportation to the actual Morris County, New Jersey, training site, any Senior FOA or FOA taking public transportation (bus or train) to the Morris County, New Jersey training site will be given up to thirty (30) minutes after the scheduled training start time before being marked tardy for disciplinary or administrative reasons.

In order for the above to become applicable to any Senior FOA or FOA, documentation that public transportation was the means utilized to reach the Morris County, New Jersey, training site must be provided to and accepted by management.

All other Senior FOA's and FOA's using private vehicles or Port Authority vehicles to travel to the Morris County, New Jersey, training site, must report at the scheduled training start time without exception.

This is to confirm and memorialize the agreement reached regarding the Senior FOA and FOA training payment for Morris County, New Jersey. If the foregoing is satisfactory, please signify your agreement by signing and dating the enclosed copy of this agreement in the space provided and return it to the Labor Relations Division.

Thank you for your efforts in reaching this agreement.

Sincerely yours,

Dwight D. Darcy, Manager
Labor Relations Division

AGREED: DATE:

Shirley Kelly, President August 2, 1988

ATTACHMENT 26

MEMORANDUM

TO: File
FROM: John J. Ritter
DATE: December 23, 1977
SUBJECT: MEETING WITH TWU REPRESENTATIVES

REFERENCE: Ritter to O'Malley Memorandum dated 2/8/77

COPY TO: L. Caffin, V. DeSanno, L. LaCapra, T. O'Kane, E. J. O'Malley, P. Segalini, S. Raith, S. Robinson, T. Wilson, J. Wong

On Tuesday, December 20, the following staff met with TWU representatives Mrs. Kelly and Mr. Sheridan: L. Caffin, J. Wong, S. Raith, and S. Robinson of Personnel and V. DeSanno and T. Wilson of the Comptrollers Department. This meeting was arranged as an outcome of a December 8 meeting held between officers of the TWU and myself. At that meeting, Joan Santasieri brought to light a number of payroll problems in regard to the TWU membership. The following situations were discussed and resolved as indicated.

Situation - An employee does not receive a paycheck or received one containing a major discrepancy.

Procedure - V. DeSanno indicated that upon receipt of a memorandum from the Manager or his designated representative requesting that a new paycheck be issued and accompanied with the incorrect check, if one was issued, his department will issue a new check. Moreover, if notification is made as late as 10 a.m. on payday, he will make every effort to issue a check that day.

Situation - Paychecks received at the facilities containing errors that are not identified until the check is issued to the employee. This problem is compounded at facilities operating around the clock on a seven-day a week schedule, particularly when employees have rotating days off.

Procedure - Timekeepers normally process the overtime payment request; early check list, sick absence no-pay status, etc. Moreover, they usually receive the paychecks on the Wednesday or Thursday before pay day and distribute them to the various sections on Wednesday and Thursday for those units with afternoon and midnight tours or Friday morning for those sections with day tours only.

Therefore, the key to early identification of discrepancies lies with the timekeeper who should verify correct payment. A memorandum requesting timekeepers to perform a cursory verification upon receipt of checks in an effort to identify major discrepancies and initiate corrective action, will be prepared and forwarded to field units.

Situation - Pay back schedules for employees who have been over-paid. On some occasions the entire amount has been deducted from the paycheck leaving little or no pay for that pay period.

Procedure - After a lengthy discussion it was agreed that the best method of pay back would be to withhold payment at the rate of 10% of the amount owed for ten consecutive pay periods. However, in those situations where the pay back schedule may impose a hardship upon the employee, an extended repayment schedule can be arranged with the approval of the Personnel Department.

Situation - Employee is promoted, demoted, transferred or reassigned and either does not receive his paycheck at his new assignment or the required payroll adjustment is not made resulting in an over or under payment.

Procedure - A payroll notice Form PA 87 is initially processed by the losing unit, forwarded to the receiving unit for their action, in turn it is forwarded to the Administrative Division where it is logged in and forwarded to the Operating Division for placement certification. It is returned to the Administrative Division for forwarding to the Payroll Department.

The problem identified is in two areas: (a) the losing unit sometimes delays the processing of the Form PA 87; (b) the Personnel Department processing is occasionally subject to delays.

The Administrative Division will address both problems. First, they will prepare a department memorandum to all unit heads requesting prompt handling of payroll transactions; second, they will issue an internal memorandum to Personnel Department staff requesting their cooperation in prompt review of payroll notices.

A number of specific problems in regard to individual employees were discussed and have been followed up by Operating Division staff.

John J. Ritter
Labor Relations
Representative

THE PORT AUTHORITY OF NY & NJ

AVIATION DEPARTMENT

David Z. Plavin
Director of Aviation

One World Trade Center
New York, NY 10010

(212) 435-8000

October 25, 1991

ATTACHMENT 27

Ms. Shirley E. Kelly
President
Local 1400
Transport Workers Union
7800 River Road
North Bergen, New Jersey 07047

Dear Shirley:

I am pleased we were able to resolve grievance 27T-90, violation of training payments to Senior AOA's at John F. Kennedy International Airport. Consistent with our mutual understanding, I am hereby authorizing the Aeronautical Services Division, John F. Kennedy International Airport, to effect training payments at a flat rate of $30.00 per day for the specific number of days indicated to the Senior AOA's listed in your September 5, 1991 letter to me. As discussed, M. Farrell will receive payment for 3 days, E. Caulfield, 1 day, J. Licciardi, 1 day, L. Jordan, 1 day, and H. Spaeth, 1 day. It is also my understanding that the resolution of this grievance eliminates the possibility of any past or future grievance on this subject from Newark International Airport.

As I mentioned to you, we are currently in the process of finalizing a program for providing newly appointed Senior AOA's one (1) day of formal classroom or technical training so that they may appropriately assume their new responsibilities. I have attached for your information an outline of the broad topic areas which will be covered in the 1 day formalized training programs for John F. Kennedy International Airport and Newark International Airport. You may be aware that as AOA's the newly appointed Senior AOA's previously participated in the three (3) week AOA training program and were briefed on many of these topic areas. Perhaps through utilizing a customized Senior AOA formal training program, many of these same topic areas can be more easily covered.

It is envisioned that an available seasoned Sr. AOA and an appropriate Operations Services Supervisor (FS-3) will team up to conduct the one (1) day of formal classroom or technical training of newly appointed Sr. AOA's as required. This will make the designated Sr. AOA conducting this type of training eligible for a maximum flat rate of $30 for one (1) day regardless of the training time devoted to this activity. Over the course of a year, the assignment of a seasoned Sr. AOA and an FS-3 to conduct this technical training should be

spread to several Sr. AOA's and FS-3's depending on turnover. Wherever possible, and depending on staff availability, this formal classroom or technical training should be performed in a manner which circumvents the necessity to pay overtime. As you are aware, the formal classroom or technical training for newly appointed Sr. AOA's substantially surpasses the technical training required of other TWU classes.

Please be advised that we will review the effectiveness of this training program periodically and determine whether or not the time currently designated to perform the training is appropriate. Please feel free to contact me immediately should you have any questions concerning the mutual understanding we have reached relative to the resolution of this grievance.

Sincerely,

Robert J. Kelly
Chief Operations Officer
Aviation Department

Concurred: Shirley E. Kelly
Shirley E. Kelly

Date: 1-29-92

Intentionally Left Blank

ATTACHMENT 29

TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: May 19, 1964
SUBJECT: YEAR END ADJUSTMENT OF WORK SCHEDULE EXCESSES AND DEFICIENCIES FOR SERVICE C FIELD STAFF OTHER THAN POLICE

COPIES: Personnel Division Managers; Employee Organization Presidents

INFORMATION BULLETIN NO. 4

For the year 1964 and thereafter, the manner in which work schedule excesses and deficiencies for field staff should be treated under the overtime policy is as follows:

1. Employees who have work schedules which in one calendar year are in <u>excess</u> (i.e., schedules which contain less than 115 days off attributable to regular days off and Port Authority paid holidays), will be paid at one and one-half times their hourly rate of pay for all hours worked attributable to such schedule excess.
2. Employees who have work schedules which in one calendar year are deficient (i.e., schedules which contain more than 115 days off attributable to regular days off and Port Authority paid holidays), <u>will not have the deficient time charged as owed time to be paid back during the following year</u>. However, management in its discretion may require employees to work on days designated as regular days off on the work schedule towards the end of each calendar year in order to overcome a work schedule deficiency for that year.

ATTACHMENT 30

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

MEMORANDUM

TO: SR. AOA's & AOA's

FROM: Dave Morris

DATE: November 20, 1989

SUBJECT: 1990 VACATION

COPY TO: AADM, ADM, F. Loprano, B. Schroeder, R. Williams

On November 14, 1989, Frank Loprano, Ward Hoekstra, and myself met with TWU President, Shirley Kelly and representative, Dave Cline to discuss AOA and Sr. AOA work schedules. It was decided that line picks will be made based on in-grade seniority. Line picks will be made only once a year. If a line becomes vacant during the year, the replacement will fill that line. After line picks are complete, vacation picks will begin as soon as possible under the following guidelines:

1) Selections will be made in order of PA Seniority.
2) Vacations are to be taken RDO to RDO.
3) Vacation picks are for two weeks at a time.
4) Only two AOA's and one SAOA will be granted vacation in any one week.

This memorandum will also serve to remind all that vacations are to be requested in advance. Request for single days may be denied at management's discretion. Since X-tours can no longer be changed without 15 days notice, requests for comp time will not be honored if overtime is to be incurred.

David J. Morris
Chief Operations Supervisor

MEMORANDUM OF AGREEMENT

Between

The PORT AUTHORITY
OF NEW YORK AND NEW JERSEY

And

THE UNION OF AUTOMOTIVE TECHNICIANS

Vito Pucci, President
Anthony Nelson, Vice President
Paul Gabriel, Financial Secretary
William J. Curtin, Recording Secretary
Mario Avenoso, Sergeant-at-Arms
William Morrison, General Counsel

August 23, 2006 – August 22, 2011

Table of Contents

		Page
	Preamble	1
I	Salaries	1
II	Longevity	1
III	Life Insurance	2
IV	Shift Differentials	3
V	Lead Designation	4
VI	Vacation Allowance	4
VII	Sick Absence	5
VIII	Group Health Insurance Plan	5
IX	Dental Insurance	7
X	Past Practices	8
XI	Safety Shoe Allowance/Prescribed Eye Ware	9
XII	Salary Adjustments	9
XIII	Information to be Provided to UOAT	9
XIV	Dues Deduction	10
XV	Miscellaneous Optional Deduction	10
XVI	Overtime Guidelines for Central Automotive Division Employees	11
XVII	CAD Snow Procedure And Utilization Of Central Automotive Division Personnel To Cover Other Facilities	14
XVIII	Transfers	19
XIX	Sleeping Accommodations	19
XX	Excused Time for UOAT Representatives	19
XXI	Safety	21
XXII	Letters of Reprimand	21
XXIII	Medical Reports	22
XXIV	Long-Term Disability Program	22
XXV	Compensatory Time	22
XXVI	Mileage Allowance	22
XXVII	Grievance Arbitration Procedure	23
XXVIII	Excused Absences	23
XXIX	Transfer of Unit Work	24
XXX	Miscellaneous	26
XXXI	Consolidation of Automotive Mechanics	28
XXXII	Agency Shop	28
XXXIII	Holidays	29
XXXIV	Pre-Retirement	30
XXXV	Commercial Driver License	30
XXXVI	Indemnification	30

		Page
XXXVII	Parking	31
XXXVIII	Retirement	31
XXXIX	Prior Letters of Agreement	31
XL	Road Calls Requiring Automotive Technician Responsibilities	31
XLI	Disciplinary Procedures	31
XLII	Military Leave	32
XLIII	Flexible Spending	32
XLIV	E-Z Pass Program	32
XLV	Roving Welder	35
XLVI	Term of Contract	36
Exhibit A	Class Title and Job Specs	38
Exhibit B	Salary Ranges	61
Exhibit C	Longevity Schedules	65
Exhibit D	Sick Absence Control Program	75
Exhibit E	Grievance Arbitration Procedure	79
Exhibit F	PAI 20-3.01, Vacation	85
Exhibit G	Transfer Guidelines	96
Exhibit H	PAI 20-3.05, Excused Absence	98
Exhibit I	Pre-Retirement Program	101
Exhibit J	Consolidation of Automotive Mechanics	102
Exhibit K	Port Authority Instructions and Information Bulletins	
1	PAI 15-3.05, Use of Rented and Employee-Owned Vehicles	103
2	PAI 20-3.02, Holidays	107
3	PAI 20-3.03, Sick Leave	113
4	PAI 20-3.08, Overtime Compensation and Special Payments	116
5	PAI 20-3.07, Work Schedules	125
6	PAI 20-4.01, Uniform Allowances	135
7	Information Bulletin #23	144
8	PAI 20-1.12, Reduction in Force & LaCapra Memo dated 4/7/89	146
9	PAI 60-1.01, Employee Medical Services	156
Exhibit L	Other Letters of Agreement	
1	Fleck Memo dated 11/25/81 - Vehicle Modifications	162
2	LaCapra Memo dated 11/3/83 - Welding Functions	163
3	Darcy Letter dated 4/23/87 - Position Vacancy	164
4	Anselmi Letter dated 11/2/88 - Painting Operations	165
5	Gregson Letter dated 11/17/88 - Rental Equipment	166
6	Anselmi Letter dated 10/14/92 - Unit Work	167
7	Intentionally Left Blank	168
8	Anselmi Letter dated 10/14/93 - Unit Work	169
9	Anselmi Letter dated 4/8/94 - Vehicle Decals	170

		Page
10	Anselmi Letter dated 11/22/94 - CDL License	171
11	Cafaro Letter dated 5/19/95 - Towing	172
12	Darcy Letter dated 6/6/95 - Union Parking	173
13	Anselmi Letter dated 12/19/95 - Snow Emergency Procedure	174
14	Rooney Letter dated 2/5/96 - Nonapplicability of AP 20-1.12	176
15	Anselmi Letter dated 5/22/96 - Vacation Forfeiture Guidelines	177
16	Anselmi Letter dated 5/22/96 - Sick/IOD Absences	180
17	Darcy Letter dated 11/27/96 - Slipped Shift	182
18	Lubas Letter dated 12/4/96 - Jump Starting	183
19	Valenti Letter dated 7/3/97 - Medical Services	184
20	Janotto Letter dated 11/13/97 - Personal Information Profiles	185
21	LaCapra Memo dated 11/14/97 - Vacation Exchange Program	188
22	Ceccarelli Memo dated 6/12/98 - Towing	190
23	McDonough Letter dated 11/13/08 - Information to UOAT	191
24	Zulauf Letter dated 9/29/98 - Medical Benefits	192
25	Zulauf Letter dated 12/10/98 - Snow Emergency Coverage and Snow Coverage Supplement	194
26	Lynch Letter dated 2/5/99 - Appropriate Paid Excused Time & Eight (8) hours of Time Off	195
27	Croneberger Letter dated 5/28/08 - Settlement of IP 07-20 - Petty Cash	197
28	Zulauf Letter dated 3/8/02 - Settlement of IP 00-35 - Group Dental Insurance	199
29	Hannel memo dated 4/29/03 - Military Leave Policy Addendum - Temporary & Extended Full Time Active Duty - Involuntary Call-Up; Massiah Memo dated 12/8/05 (same as above); PAI 20-3.10, Military Leave	202
30	Rhome letter dated 5/24/04 - Rental and Purchase of Automotive Equipment & Services	216
31	Intentionally Left Blank	217
32	Segalini Letter dated 3/9/05 - Same Sex Domestic Partner Health Coverage	218
33	Croneberger Letter dated 6/4/08 - Letter of Intent - Vending Machines	219
Exhibit M	Long-Term Disability (LTD) Program	220
Exhibit N	Medical Hearing	224
Exhibit O	Unit Work Clarification	227
Exhibit P	Disciplinary Procedure	229

MEMORANDUM OF AGREEMENT executed as of the 8th day of May 2009 between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") and the UNION OF AUTOMOTIVE TECHNICANS (the "UOAT"):

PREAMBLE

WHEREAS, the UOAT is the recognized representative of all employees in the class titles listed on Exhibit "A" annexed hereto (the "covered membership"). Reference to employees in the class titles listed on Exhibit "A" shall include the plural as well as the singular. Reference to the masculine shall also include the feminine; and

WHEREAS, the Port Authority and the UOAT have negotiated with respect to wages, hours, 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 effective October 15, 1976;

NOW, THEREFORE, it is agreed as follows:

I. SALARIES

Salary ranges of the covered membership will be those shown on the schedules annexed hereto as Exhibit B. All wages are to be paid retroactively, as necessary, to the effective dates set forth in this Memorandum of Agreement.

II. LONGEVITY

1. Longevity allowances for the covered membership shall be as follows:

   2.0% after the completion of 8 years of Port Authority service;
   2.5% after the completion of 15 years of Port Authority service;
   3.5% after the completion of 20 years of Port Authority service;
   5% after the completion of 22 years of Port Authority service and thereafter.

2. Longevity allowances shall be as set forth in Exhibit C, annexed hereto and shall be based upon the base salary of the employee (See, Exhibit B). Longevity allowances will be paid to the employee at one of the rates above effective in the bi-weekly pay period in which the employee completes the stipulated number of years of Port Authority service.

III. LIFE INSURANCE

1. During the term of this Memorandum of Agreement, the Port Authority will provide Group Life Insurance for active employees 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 Group Port Authority Life Insurance coverage for each active employee in an amount of coverage equal to three (3) times the employee's base annual salary.

2. The term "premium costs" as used in paragraph one (1) above, 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 an employee during the term of this Memorandum of Agreement as set forth in Exhibit "B, adjusted to the next highest multiple of one thousand ($1,000.) With each change in base annual salary for an employee under the Group Policy, his Group Life Insurance coverage will be appropriately adjusted.

3. Each employee under the age of sixty-five (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 him at the time of retirement. Any employee 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 retired on or after July 1996 as shall from time to time be in effect during the period of his retirement. (See Final Order of IP-03-07).

4. A copy of the Port Authority Group Life Insurance Policy and riders, if any, covering employees in the covered membership, including the number thereof, and the premium costs per month to the Port Authority of such insurance, shall be made available to the designated UOAT representative when such policy, riders, and premium costs have been finally formulated. Booklets or written detailed information describing such insurance shall be provided by the Port Authority to all employees upon request.

5. Insurance Continuation Plan

Retirees are responsible for making Insurance Continuation Plan premium payments from the date of their retirement until their sixty-fifth (65) birthday. Thereafter the Port Authority will assume the premium costs of, and provide fifty-thousand dollars ($50,000) of paid life insurance at age sixty-five (65) for each covered employee who retires on or after the date of this Memorandum of Agreement.

IV. SHIFT DIFFERENTIALS

1. During the term of this Memorandum of Agreement, weekday shift differentials for the afternoon and night tours will be 8% of the hourly base pay as set forth in Exhibit "B".

2. No shift differential payments will be earned for hours worked Monday through Friday by employees commencing work between the hours of 6:00 a.m. and 10:00 a.m.

3. Employees will earn premium overtime compensation for all work performed in excess of normal work schedules as specified in PAI 20-3.08 annexed hereto as Exhibit K-4. Whenever an employee earns premium overtime compensation for hours worked, that employee will not be eligible for any shift differentials applicable to those hours, except as provided by applicable law. If the Port Authority institutes a shift which includes regularly scheduled Saturday and/or Sunday work, it will commence negotiations with the UOAT with respect to a Saturday or Sunday shift differential at least thirty (30) days prior to the institution of such shift.

4. This Paragraph (4) applies only to UOAT members who are organizationally employed within the Central Automotive Division:

   The Port Authority does not intend to institute a third shift (e.g., 11 p.m. to 7 a.m.) at any of its auto shops during the term of this Memorandum of Agreement. Notwithstanding the above, however, if it is determined by the Port Authority that a third shift is necessary for operational requirements in the future, then the Port Authority agrees to continue the snow coverage as outlined in Paragraph B of Section XVII of this Memorandum of Agreement. Consequently, the UOAT recognizes and agrees that each night shift (3:30 p.m. to 11:30 p.m.) employee will therefore be assigned to work either the early shift (7 a.m. to 7 p.m.) or the later shift (7 p.m. to 7 a.m.) during a declared snow emergency.

V. LEAD DESIGNATION

A. During the term of this Memorandum of Agreement, supervisors will designate lead men who will be assigned responsibility for shop operations. Journeymen may be required to work in a lead capacity. For the purposes of this Section, "lead capacity" shall mean an assigned responsibility for shop operations when two or more Journeymen Mechanics are working at the same shop.

B. Lead designations will be rotated within each shop and such assignments will be made from rosters of volunteers at each shop, except upon a showing of demonstrable cause. In order to be considered for placement on this volunteer roster for lead assignments, an employee must have a minimum of six (6) months in title. The volunteers for lead assignments will be placed on the list in seniority order and will be provided to the Shop Supervisor by the Shop Steward and will be administered by the Shop Steward. A lead assignment should not last more than five (5) full consecutive days but under no circumstances shall such lead assignment be for more than ten (10) full consecutive days. Employees on "restricted" duty may be assigned as lead men at the sole discretion of CAD management and such assignments will take priority over the volunteer roster.

C. In cases where a volunteer roster does not exist at a particular shop and a need for a lead exists, CAD management will designate an employee at that shop as a lead man. Said lead assignment should not last more that five (5) full consecutive days, but under no circumstances shall such lead assignment be for more than ten (10) full consecutive days. Such lead man assignments shall be on a rotational basis, beginning with the most junior member at that particular shop who has a minimum of six (6) months in title, except upon a showing of demonstrable cause.

D. Each May, employees meeting the minimum of six (6) months in title criteria may elect to add or remove their name from the volunteer roster.

VI. VACATION ALLOWANCE

A. Vacation allowance for employees in the covered membership shall be in accordance with PAI 20-3.01 dated November 24, 1971 annexed hereto as Exhibit "F".

B. Notwithstanding paragraph A, of this Section, employees who have attained twenty-five (25) years or more of Port Authority service - shall be granted one (1) additional vacation day annually. Prior PATH service shall qualify as service credit in determining an employee's entitlement to the additional vacation day.

C. Employees who are entitled to twenty-one (21) vacation days annually and who use at least ten (10) days of that allotment during the calendar year shall have the following options to exchange unused days of that allotment:

(i) if such employee has perfect attendance during that calendar year, he may exchange up to ten (10) unused vacation days.

(ii) if such employee has a total of no more than three (3) days of both sick and injury on duty absence during that calendar year, he may exchange up to five (5) unused vacation days.

The employee shall receive a day's pay at the straight time rate applicable to him for each day exchanged. Such exchanges shall be made pursuant to the same unused vacation exchange procedure available to Port Authority managerial employees as set forth in Exhibit L-21 annexed hereto.

VII. SICK ABSENCE

The Sick Absence Control Program annexed hereto as Exhibit "D" shall apply to employees in the covered membership.

VIII. GROUP HEALTH INSURANCE PLAN

1(a) The Port Authority will provide Group Health Insurance (i.e., hospitalization, surgical/medical and major medical benefits) for each active employee whose Port Authority employment commenced before January 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. 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 insurance.

1(b) Employees whose Port Authority employment commenced on or after January 1, 1999 shall not be eligible for nor covered by the Group Health Insurance provided under Paragraph 1(a) above. The Port Authority shall provide to employees whose employment commenced on or after January 1, 1999, Preferred Provider Organization health benefits which shall provide benefits no less than the Preferred Provider Organization health benefits provided to managerial employees under the United Healthcare Preferred Provider

Organization (PPO) Plan (Group #197512) as of September, 1998. The Port Authority will pay for each enrolled active member the full premium costs of such alternate program.

1(c) The Port Authority shall provide Group Health Insurance (i.e. hospitalization, surgical/medical and major medical benefits) for each active employee 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. Employees enrolled in the United Healthcare (PPO) Plan shall enjoy benefit coverage no less than the group health plan benefits heretofore applicable to covered employees under Paragraphs 1(a) and 1(b) 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 covered employees pursuant to Paragraphs 1(a) and 1(b) above. The Port Authority will pay for each enrolled active employee the full premium costs of such insurance.

2. The Port Authority shall provide each active employee with the prescription drug plan (Express Scripts National Prescription Administrators (NPA)- Port Authority Sponsor No. 1395) provided by the Port Authority to managerial employees as of October 1, 1998 and such plan shall be the sole and exclusive prescription drug benefit provided to active employees. The Port Authority will pay for each employee the full premium costs of such plan.

3. The Port Authority shall provide each active employee with the Vision Care Plan (National Vision Administrators (NVA) - Port Authority Sponsor No. 1007) provided by the Port Authority to managerial employees as of October 1, 1998 and such plan shall be the sole and exclusive vision care benefit provided to active employees, except for safety eyewear as provided for in Section XI of this Memorandum of Agreement. The Port Authority will pay for each enrolled active member the full premium costs of such plan.

4. Employees may elect health coverage for a same-sex domestic partner as an eligible dependent under the same terms and conditions as management employees. See letter annexed hereto as Exhibit L-32.

5. The term "premium costs" as used in this Section shall mean premium costs established by the provider, including any increases in such costs.

6. The Port Authority will continue to pay the full cost of providing Port Authority Group Health Insurance for retired employees who at the time of their retirement were members of the Port Authority Group Health Insurance Program and, for

employees who retire on or after October 16, 1998, the Port Authority will also pay for the full cost of providing the Prescription Drug Plan enumerated in Paragraph 2 of this Section and the Vision Care Plan enumerated in Paragraph 3 of this Section. The benefits available to any such retired employee shall be those applicable to him at the time of his retirement.

7. A copy of any insurance contract, insurance policy, prescription plan and riders, if any, covering employees including the policy number thereof, and the premium costs per month to the Port Authority of such insurance policy or plan, shall be made available to the designated UOAT representative when such insurance policy, plan, riders and premium costs have been finally formulated. Booklets or written detailed information describing such insurance shall be provided by the Port Authority to all employees upon request.

IX. DENTAL INSURANCE

1. The Port Authority shall provide Group Dental Insurance to active employees 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 Exhibit L-28; now being provided by Metropolitan Life Insurance Company (MetLife) Group No. 302043 in effect for managerial employees as of January 1, 2001. 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 employee the full premium costs of such insurance. As an alternative to the Port Authority Group Dental Insurance, employees not yet retired will be eligible to enroll in the Dent-Care Plan on the same terms and on the same basis as previously available to managerial employees. . Employees may elect to change dental coverage from Dent-Care to MetLife or MetLife to Dent-Care at any time upon written request. An employee may elect to change dental coverage only once during any calendar year. In the event the Port Authority improves the Group Dental Insurance benefits for managerial employees during the term of this Memorandum of Agreement, those improvements will be provided to employees on no less than the most favorable terms provided to managerial and professional employees.

2. As used in this Section, the term "premium costs" shall mean premium costs established by the provider, including any increases in such costs, in effect during the term of this Memorandum of Agreement.

3. During the term of this Memorandum of Agreement, employees shall be permitted to carry the Group Dental Insurance or the Dent-Care Plan, as the case may be, into retirement, with the retirees paying the cost of Dent-Care.

4. In the event an employee has opted to carry the group dental coverage into retirement, the Port Authority will pay the costs thereof and the benefits available to any such retired employee 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, including changing to separate providers for the dental and group health coverage, 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 employee's retirement and the benefits available to any such retired employee 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 employees, including the number of employees, and the premium costs per month to the Port Authority for each Plan, shall be provided by the Port Authority to the designated UOAT Representative when such policy, riders, or contract, and premium costs have been finally formulated. Booklets or written detailed information describing benefits shall continue to be provided to employees upon request and shall describe any plan changes.

X. PAST PRACTICES-PROTECTION OF EXISTING TERMS AND CONDITION 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 the 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

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Memorandum of Agreement shall not be subject to or processed through Section XXVII, entitled Grievance-Arbitration Procedure.

C. Nothing herein shall be deemed or construed to waive any rights of the union or of any employee under any Port Authority Labor Relations Instruction in effect during the term of this Memorandum of Agreement.

XI. SAFETY SHOE ALLOWANCE/PRESCRIBED EYE WEAR

A. Effective January 1, 2007, each employee shall receive up to a maximum of $250 per annum upon proof of purchase of one (1) or more pairs of safety shoes. Employees who receive payment for the purchase of safety shoes as described in Section VIII, PAI 20-4.01, Uniform Allowances, annexed hereto as Exhibit K-6, may be required to wear them while performing their duties.

B. Effective January 1, 2007, each employee shall receive up to a maximum of $250 per annum upon proof of purchase of one (1) or more pairs of prescribed safety eye wear as described in Section VII, of PAI 20-4.01, Uniform Allowances, annexed hereto as Exhibit K-6.

XII. SALARY ADJUSTMENTS

Salary adjustments will be paid within four (4) payroll periods of the date of the signing of this Memorandum of Agreement or the date of approval by the Board of Commissioners of the Port Authority, whichever is later. All subsequent payroll adjustments will be made within four (4) payroll periods of their effective dates.

XIII. INFORMATION TO BE PROVIDED TO UOAT

A. The Port Authority will provide the designated UOAT Representative with a copy of the minutes of the meetings of the Board of Commissioners and the Committees thereof adopted after the execution of this Memorandum of Agreement and of all current and future PAIs, APs, AIs, HRPs, OPIs, CAIs, Office Memoranda or similar directives affecting employees and prepared for bulletin board posting or general dissemination to employees.

B. Active employees shall receive annually, a Personal Information Profile, which shall be mailed to each employee at no cost to the employee accordance with the letter of agreement dated November 13, 1997, annexed hereto as Exhibit L-20.

C. During the term of this Memorandum of Agreement, the Port Authority will provide a quarterly report to the designated UOAT Representative listing each employee's name, employee number, home address, birth date, and Port Authority service date sorted by job title, as such information is reflected in the Port Authority files.

D. The Port Authority, at its sole expense, shall pay for the preparation of up to 400 copies of the Memorandum of Agreement of similar quality, size and print as appears in the prior Memorandum of Agreement within sixty (60) days after the execution of this Memorandum of Agreement.

E. The Port Authority agrees to make available to the designated UOAT Representative all relevant data the UOAT may require to negotiate collectively and to properly administer the Memorandum of Agreement.

F. The materials specified in paragraphs A, C, D, and E, above, will be mailed to the designated UOAT Representative and shall be provided at no cost to the UOAT. With the exception of Office Memoranda or similar directives affecting the employees in the covered membership, said materials shall be mailed Registered or Certified Mail, Return Receipt Requested unless available electronically.

G. The Port Authority Human Resources Department will immediately notify the designated UOAT Representative in writing upon hiring new employees or promoting an employee into covered titles.

XIV. DUES DEDUCTION

Upon presentation of a dues check off authorization form signed by an employee, the Port Authority shall deduct from the compensation due to the employee such dues and assessments as may be authorized. The amounts deducted shall be remitted to the designated UOAT representative bi-weekly. For employees who have presented such an authorization form, the authorization shall remain in effect for the term of this Memorandum of Agreement; provided, however, an employee may revoke such authorization by written notice on a form acceptable to the Port Authority, filed with the Manager, Labor Relations Department, so long as the notice is received by the Manager no earlier than August 8, 2011, and no later than August 22, 2011 and provided further that failure to revoke the authorization pursuant to this Section shall be deemed to be a waiver of the right to revoke authorization.

XV. MISCELLANEOUS OPTIONAL DEDUCTION

If for any reason the UOAT requests the Port Authority to deduct from the pay of the employees the cost of any premium payment for such group health and/or group life insurance coverage as is provided for in this Memorandum of Agreement, the Port Authority shall deduct the cost of such premiums for such insurance coverage from the pay of each employee.

XVI. OVERTIME GUIDELINES FOR CENTRAL AUTOMOTIVE DIVISION EMPLOYEES

A. Overtime Equalization Rosters shall be effective from January 1st to December 31st.

B. Overtime Equalization Rosters shall be maintained by each Shop Steward; a current copy of which shall be supplied to each Shop Supervisor.

C. Initial Overtime Equalization Rosters shall be listed by seniority by title.

D. Employees required for overtime work will be solicited by the Shop Steward, based on their status on the Overtime Equalization Roster and qualifications to perform the required task.

E. Any employee who refuses overtime for any reason will be charged with the opportunity for the time actually worked. Switching will not be permitted for any reason.

F. Consistent with paragraphs K and L below, in the event that all employees refuse overtime, the employee with the lowest amount of charged overtime hours pursuant to the Overtime Equalization Roster will be ordered to work the overtime unless he arranges for a substitute.

G. Employees who are absent from work because of illness or excused absence will not be offered or charged with an overtime opportunity.

H. Employees designated by the Office of Medical Services (OMS) as being allowed to perform certain job related duties and responsibilities in accordance to activity restrictions (i.e., Desk Duty, no lifting in excess of 25 lbs, etc.), and who, are assigned to work under such restrictions, shall be allowed to work voluntary overtime while on restricted duty assignment and pursuant to their restrictions.

I. An employee newly assigned to a shop will be initially charged with one hour of overtime more than the highest employee on the Overtime Equalization Roster.

J. Any employee who accepts overtime and does not report for the assignment shall be charged with a double overtime and must arrange for a qualified substitute. The employee must also insure that his supervisor is advised.

K. Notification of compulsory overtime contiguous to a tour will be made no later than two (2) hours prior to the end of the tour, except where extraordinary circumstances make it impossible for management to do so.

L. Notification of compulsory overtime scheduled for a weekend will be made no later than the prior Thursday, unless extraordinary circumstances make it impossible for management to do so.

M. A guarantee of four (4) hours pay at time and one-half (1 ½) will be provided for all overtime incurred as a result of a call-in from off-duty status. All "call-ins" will be arranged by the respective Shop Stewards, or their alternate, in order to satisfy the manpower needs as determined by management. If the Shop Steward fails to arrange for the necessary qualified manpower in a reasonable time, the supervisor may direct an employee to report.

N. An employee temporarily assigned to another shop will be charged with overtime hours worked or refused at the temporary assignment and those hours will be added to the Overtime Equalization Roster at his permanent shop.

O. Call-Ins:

Between the hours of 4 a.m. and 4 p.m. the day shift employees will be called. Between the hours of 4 p.m. and 4 a.m. the night shift employees will be called.

P. Scheduled Overtime (within each facility):

For all scheduled winter season (November 15th to April 15th) overtime between the hours of 7 a.m. and 3:30 p.m., the day shift employees will be requested to work and for overtime between the hours of 3:30 p.m. and 11:30 p.m., the night shift employees will be requested to work. Between April 15th and November 15th, equalization of all overtime will be attempted by requesting either the day or night shift employees to work on daytime scheduled overtime.

Q. When an employee is directed to stand by at his home or the facility, he will be paid for all hours he is required to stand-by.

R. Except as provided in Section XVII, B.6, employees will no longer be eligible to receive meal allowance payments for overtime work, pursuant to PAI 20-3.09, dated July 30, 1978.

S. Other Coverage

1. No advance notification

a. Central Shop employees will continue to be selected by the Central Shop Supervisor for assignment at other facilities on a one

(1) day basis and sign in and out from the Central Shop (analogous to a road call situation).

2. Advance notification

a. The Central Shop will be utilized to cover manpower shortages only at New Jersey Auto Shop locations. Coverage of manpower shortages at New York Shops will continue, as is current practice.
b. Central Shop manpower will be assigned to day shifts. However, when coverage from the Central Shop is required for a day shift or a night shift at other New Jersey Auto Shop locations, Central Shop employees will be used in order of seniority in title.
c. Requirements for such coverage will be identified no later than 2 pm of the preceding day and the employee will be selected through the Shop Steward in accordance with the seniority in title. The assigned employee will sign in and out at the temporary location. Work Schedule Change Premium payments, pursuant to PAI 20-3.07, annexed hereto as Exhibit K-5, shall continue to be applicable.
d. No employee will be assigned for a period in excess of five (5) working days. Where such requirements extend beyond five (5) working days, the Shop Steward at the Central Shop will be given an opportunity to identify an alternative employee, in accordance with seniority-in-title. The assigned employee may be required to work overtime at this temporary location.
e. Whenever coverage for a manpower shortage is required for longer than thirty (30) days, the transfer guidelines annexed hereto as Exhibit G will be utilized.

3. Requirement For Additional Manpower Due to Workload

If the workload requires manpower in excess of the Auto Shop's permanent staff, , Central Shop employees will be selected in accordance with the above procedures, except that:

a. An attempt will be made to satisfy the Auto Shop's workload requirement through overtime before establishing the need for additional manpower.
b. The assignment of an employee from the Central Shop for such situations will not exceed a total of five (5) working days.

4. For all the above assignments, whenever an employee from the Central Shop incurs additional travel cost, he will be reimbursed in accordance with the travel allowance provisions of Section XXVI, of the Memorandum of Agreement.

XVII. CAD SNOW PROCEDURE AND UTILIZATION OF CENTRAL AUTOMOTIVE DIVISION PERSONNEL TO COVER OTHER FACILITIES

A. Snow Emergency Coverage

The practice of pre-scheduling Central Shop manpower for "snow emergency" coverage at SIB will continue without modification. The individuals who are assigned during snow will sign in and out at their temporary location until that shop cancels the round-the-clock A and B coverage. During snow emergencies only, replacement for sick absences and injuries on duty at New York based shops can be provided from Central Shop to work either day or night. But such replacements shall be equal in number to employees on sick absence and/or injury on duty absence. Snow emergency coverage for Port Newark automotive equipment will be provided from the EWR Auto Shop.

B. Snow Emergency Coverage

The following provisions of this Paragraph (B) shall apply only to UOAT members who are organizationally employed within the Central Automotive Division for snow emergency coverage for the scheduled winter season which normally occurs November 15th to April 15th.

1) Day Shift Employees: Where there is no declared snow emergency in effect, day shift employees who are not slipped but who are currently required to work from 3:30 p.m. to 7 p.m. to cover for a slipped night tour shall be provided with a paid lunch break for the first day of each separate snow coverage call-in (1 per storm). Consequently, such employees will be compensated, if they work 7 a.m. to 7 p.m., at straight time rates for 8 hours and overtime rates for 4 hours.

2) Night Shift Employees: Night shift employees who are currently slipped to work 7 p.m. to 7 a.m. will be required to start at 5 p.m. (14 hr. shift) on the 1st day of each storm call-in. The night shift will be called before 12 noon to slip the shift to 5 pm.

3) Overlap period (3:30 p.m. to 5 p.m.) Day Shift Employees: Day shift employees who are not slipped but are required to work beyond 3:30 p.m. will be allowed to work to 7 p.m. (See Section XVII B (1) above) rather

than 5 p.m. (See Section XVII B (2) above). It is agreed that a minimum of three (3) UOAT Day Shift Automotive Technicians will work the overlap period of 3:30 p.m. to 7 p.m. at each of these Auto Shops, JFK, LGA, PATC. In addition, a minimum of six (6) UOAT Day Shift Automotive Technicians will work the overlap of 3:30 pm to 7 pm at the EWR Auto Shop. This minimum staffing level will be in effect provided that at least three (3) Day Shift Automotive Technicians are working that day, on a shop by shop basis, at JFK, LGA and PATC and the minimum of six (6) Day Shift Automotive Technicians are working that day at EWR. Notwithstanding the above, in the event Central Shop establishes a night shift subsequent to the execution of this Agreement, snow emergency coverage procedures for future snow emergency incidents will be negotiated, mutually developed, and agreed to by the President, UOAT, and the Manager, Central Automotive Division.

4) Additional Snow emergency coverage for the SIB Auto Shop will be provided by Central Shop personnel. Automotive Technicians from the Central Shop shall follow a roster as provided by the UOAT on or before October 13th for both the 7 am to 7 pm (A Shift) and the 7 pm to 7 am (B Shift). The roster shall be provided to the Manager, Central Automotive Division and be in effect from November 15th to April 15th of each calendar year. Personnel on this list may be prohibited from performing snow emergency coverage responsibilities by the Manager CAD, consistent with past practice. In addition, the roster will also assign, as is current practice, one Central Shop day-shift welder and one Central Shop day shift machinist to the night shift. These two individuals will remain assigned to the Central Auto Shop, unless otherwise assigned to another facility auto shop in accordance with the provisions of this paragraph XVII, and as negotiated, mutually developed and agreed to by the President, UOAT and the Manager, Central Automotive Division. This roster will also allow for Central Shop Automotive Technicians to cover SIB (both day and night shifts). In addition, the current snow emergency coverage practice of assigning Automotive Technicians from the PATC Auto Shop to the Lincoln Tunnel Auto Shop shall also continue in effect. In the event that designated staff on the roster are unable to fulfill the designated days/times shown on the roster, the UOAT Shop Stewart (at Central Shop for SIB coverage) and (at PATC for LT coverage) will provide "replacement" staffing as required consistent with current practice. There shall be no additional compensation provided to the "replacement" staffing for any related schedule change. Snow emergency coverage for the Port Newark automotive equipment will be provided by the EWR Auto Shop.

5) Snow Coverage - Slipping of Shifts - Consistent with provisions of the current Memorandum of Agreement and the Dwight Darcy letter dated November 27, 1996, annexed hereto as Exhibit L-17, a full shift will be slipped in a declared snow emergency, on a shop by shop basis. The letters of December 10, 1998 and February 5, 1999, annexed hereto as Exhibits L-25 and L-26, shall remain in place as supplements to this CAD snow emergency procedure.

6) As it regards the provisions of meals to UOAT employees during declared snow/emergency coverage, the following guidelines shall apply.

a. Port Authority Dining Services will be utilized at facilities, where possible.

b. If Port Authority Dining Services are not available as determined by the Manager, Central Automotive, either:

i) auto shops will institute in-house arrangements, where food and supplies can be stocked and heated where possible, pursuant to shop practice; or,

ii) the Manager, Central Automotive, or his designee, will authorize the payment to the affected UOAT members for meal expenses pursuant to shop practice.

c. It is the intent of the Port Authority, by following these guidelines, to provide meal accommodations for UOAT members who are required to work extended work hours during snow emergency coverage and such provisions are made to allow the Port Authority to effectively manage its auto shop operations and human resource needs during those emergencies. During these emergencies the UOAT recognizes that a standardized meal period (e.g. 12 noon to 12:30 p.m.) for all UOAT staff is frequently not provided nor is it usually effective in responding to the emergency conditions.

C. Snow/Emergency Coverage Procedures (SIB, LT, PATC, and Central Shop)

1. Procedures at each of the SIB and LT Auto Shops will be established during snow emergency coverage, consistent with this Agreement. As regards to coverage at SIB and LT:

a) Three (3) Automotive Technicians, at a minimum, will work 7 a.m. to 7 p.m., and

b) Three (3) Automotive Technicians, at a minimum, will work 7 p.m. to 7 a.m.

2. Depending upon the number of Automotive Technicians permanently assigned to the SIB and the LT Auto Shops, as well as their assignment by shift, certain Automotive Technicians at the SIB and the LT may be required to change their shift assignment to satisfy the coverage as described in Paragraph C1 above.

3. In the event that the snow emergency staffing coverages established for the SIB and LT Auto Shops cannot be satisfied with the number of permanently assigned Automotive Technicians at the SIB and LT Auto Shops, additional staff from the Central Shop and from the PATC Auto Shop will be assigned to the SIB and LT Auto Shops to satisfy the minimum snow emergency staff coverages described in Paragraph C1 above as follows:

a) Two (2) Automotive Technicians from each of the SIB and LT Auto Shops will go on the 7 p.m. to 7 a.m. shift, and

b) One (1) Automotive Technician from the Central Shop (by roster selection) will go to SIB to work the 7 p.m. to 7 a.m. shift (makes 3 total).

c) One (1) Automotive Technician from the PATC Auto Shop 3:30 p.m. to 11:30 p.m. shift will go to LT to work the 7 p.m. to 7 a.m. shift (makes 3 total).

d) One (1) Automotive Technician from the Central Shop (by roster selection) will go to SIB to work the 7 a.m. to 7 p.m. shift (makes 3 total).

e) One (1) Automotive Technician from the PATC Auto shop 7 a.m. to 3:30 p.m. shift will go to LT to work the 7 a.m. to 7 p.m. (makes 3 total).

Finally, in the event that staffing of permanently assigned Automotive Technicians at the SIB and LT Auto Shops changes in the future, specific snow emergency coverage procedures for future winter seasons as described in Paragraph C3 above, will be negotiated, mutually developed and agreed to by the President, UOAT, and Manager, Central Automotive Division.

4. On weekdays, weekends and holidays, should any one of the two New York Airport Auto Shops and Newark International Airport Auto Shop declare a snow emergency and slip their shift, Central Shop will be slipped and the Central Shop personnel can be assigned to support all facilities or to work specifically at Central Shop.

D. In the event of an unexpected snow emergency the following procedure will be in effect on the first twenty-four (24) hour period of the snow emergency.

1. On Weekdays, when the night shift starts at 3:30 pm, the night shift will work fourteen (14) hours and the day shift will be called before 10 pm to start at 5 am and work until 7 pm. Under these circumstances both the night shift and the day shift will work fourteen (14) hours during the first twenty-four (24) hour period of the snow emergency.

2. On Weekdays, when the night shift is slipped and starts at 5:00 pm, the night shift will work fourteen (14) hours and end their shift at 7 am the following day. Prior to reporting off duty, the night shift will be notified if they're to report back at 7 pm. If the night shift is instructed to report back at 7 pm the day shift will then be slipped and work 7 am to 7 pm. If the night shift is notified to report back to work at 5 pm ending the snow emergency coverage, then the day shift will work their regular shift, with the overlap coverage being provided in accordance with Section B, Paragraph 3.

3. On Weekends and holidays, both the day shift and the night shift will work fourteen (14) hours during the first twenty-four (24) hour period of the snow emergency. The day shift will be notified before 10 pm, if possible, to report for snow duty the following day to work fourteen (14) hours.

4. The night shift may be required to work beyond fourteen (14) hours only if after proper notification is provided as required by paragraph 2, the day shift is not available to relieve the night shift.

5. The day shift may be required to work beyond fourteen (14) hours only if after proper notification is provided and the night shift is not available to relieve the day shift.

E. Snow Overtime

For weekend work between the hours of 7 am to 7 pm, the day shift will be called. For weekend work between the hours 7 pm to 7 am, the night shift will be called. At the end of a snow emergency, employees may be required to continue working 7 to 7 until shop backlog has been relieved and shifts revert to normal schedules.

F. At the end of a snow emergency, those employees working on the night shift who are required to work a regular night shift, will be given sufficient excused time to provide 10 hours before reporting for their next regular night shift, provided that the employee had worked 8 or more consecutive hours.

G. Shift starting time at all Automotive Shops during snow emergencies shall be 7 am for the day shift and 7 pm for the night shift.

XVIII. TRANSFERS

A. The Transfer Guidelines annexed hereto as Exhibit "G", are applicable to all employees. The Manager, Central Automotive Division, or his designee, or Facility Manager, or his designee, as the case may be, shall notify the Vice President, UOAT of vacancies to be filled. The final transfers shall be approved by the Manager, Central Automotive Division, or his designee, or Facility Manager, or his designee, as the case may be, and shall not be unreasonably denied.

B. Employees holding the title of Automotive Maintenance Specialist shall have transfer rights.

C. Where management identified the existence of excess manpower within a given shop or facility or shift and also identifies a shop or facility where additional manpower is required, the manpower will be redistributed through the transfer procedure.

XIX. SLEEPING ACCOMMODATIONS

On certain occasions, an employee may be directed to remain at a facility which provides sleeping quarters. Under such circumstances, the employee may elect to remain at a nearby motel at his own expense. If the employee so elects, he will receive premium pay to the same extent he would have received such premium pay had he remained at the facility.

XX. EXCUSED TIME FOR UOAT REPRESENTATIVES

A. Excused time for UOAT representatives will be in accordance with Information Bulletin No. 23, annexed hereto as Exhibit K-7, modified as follows:

(1) The President of the UOAT shall have full time off with full pay and benefits to conduct UOAT business.

(2) The Vice President of the UOAT shall have Wednesday, Thursday and Friday of each workweek as full time off with full pay and benefits to conduct UOAT business. On Monday and Tuesday of each workweek, the Port Authority shall grant to the Vice President of the UOAT one-half (1/2) day of excused time to conduct UOAT business.

(3) In the event of a full snow emergency, the President and Vice President of the UOAT will not utilize the full time off provisions referenced above.

(4) The full time off provisions granted to the President and Vice President of the UOAT in accordance with the above provisions will not affect their ability to work

overtime assignments in accordance with the overtime guidelines incorporated in this Memorandum of Agreement.

(5) During regularly scheduled working hours, UOAT representatives shall be allowed reasonable time away from regular duties with pay and benefits for the following:

(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 involving UOAT members.

(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.

(c) The President, Vice President, Financial Secretary and Recording Secretary of the UOAT shall be excused from duty for their presence at meetings for the negotiation of all successor Memoranda of Agreement.

(d) The President, Vice President, Financial Secretary and Recording Secretary of the UOAT shall be excused from duty to attend hearings and other proceedings of the Port Authority Employment Relations Panel and hearings under the Grievance Arbitration Procedure set forth in Section XXVII annexed hereto in Exhibit E.

(e) The Port Authority will not unreasonably deny requests made in advance for the President, Vice President, Financial Secretary and Recording Secretary of the UOAT Executive Board to meet with its attorney in connection with negotiations and hearings.

(f) Shop Stewards will be permitted time to brief the membership on the activities of the monthly Executive Board meeting of the UOAT.

(g) Non-emergency overtime will not be scheduled during the hours of UOAT General Membership Meetings. This provision shall apply to a maximum of fourteen (14) UOAT General Membership Meetings in any calendar year.

B. In addition to the foregoing, the President of the UOAT shall have discretion to have employees in the covered membership excused for fifty (50) tours of duty annually to conduct UOAT business. Requests for utilization of such tours should be made at least twenty-four (24) hours in advance of the start of the tour to the Manager, Central Automotive Division or his designee.

C. The President of the UOAT, 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 UOAT membership and explaining UOAT services and programs. Such activities shall be limited to facility areas reasonably designated by the Manager, Central Automotive Division, or his designee, or a Facility Manager, or his designee, as the case may be and shall not interfere with facility operations.

D. Excused time with full pay and benefits will be granted to the President and Vice President of the UOAT to attend the funerals of active and retired UOAT members, their spouses, children and parents. The excused time off provisions of PAI 20-3.05 annexed hereto as Exhibit H, remain fully applicable to the President and Vice President where it is necessary for either of them to attend the funeral of their immediate family member(s) as defined in PAI 20-3.05.

E. The Port Authority will not unreasonably deny requests by the President of the UOAT or his designee for excused time for union business for the President, Vice President, Financial Secretary and Recording Secretary of the UOAT Executive Board for which excused time with full-pay and benefits is not otherwise available. The Port Authority will accept reimbursement by the UOAT for the cost of such time and shall make appropriate payments to the Pension System.

XXI. SAFETY

A. 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.

B. 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.

C. The UOAT may 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 the designee's attention, he will contact a representative of the Facility Manager in order to resolve the issue. If the UOAT designee is unable to resolve a safety issue with the representative of the Facility Manager, the UOAT designee may refer the issue to the Inspection and Safety Division directly, who will investigate the matter and report his findings to the UOAT designee and the Facility Manager.

XXII. LETTERS OF REPRIMAND

If a Letter of Reprimand issued for reasons other than sick absence has not been used as a basis for disciplinary action within one (1) year from the date of such letter, such letter shall be removed from the employee's personnel folder, unless during such period related

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reprimands have been placed in the employee's folder. All such Letters of Reprimand must either be initialed by the employee, or if the employee refuses to so initial, such refusal shall be duly noted. The provisions of this paragraph shall apply to Letters of Reprimand issued for sick absence except that the period within which such letters shall be removed shall be twenty-four (24) months.

XXIII. MEDICAL REPORTS

Copies of the Port Authority Multi-Phasic Health examinations report or any other specifically identified medical report of an employee, upon his written request and executed release, will be sent to his personal physician. If the personal physician wishes to review the medical record of an employee he will be allowed to do so within the confines of the Port Authority Office of Medical Services.

XXIV. LONG-TERM DISABILITY PROGRAM

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, annexed hereto as Exhibit M, for managerial 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 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 60% maximum (but no more than 50% of the employee's base salary) to be provided by the Port Authority. However, the amount of the Port Authority's contribution under this plan may not exceed 50% of the amount of the employee's base salary. As used in this Section, the term "permanently disabled" shall mean "physically or mentally incapacitated for the performance of his duties as set forth in that employee's job specification".

XXV. 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 240 hours.

XXVI. MILEAGE ALLOWANCE

Mileage allowances and reimbursement for parking and tolls shall continue to be paid in accordance with established settlements and the policies set forth in PAI 15-3.05, annexed hereto as Exhibit K-1, except that effective January 1, 2006, 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.

XXVII. GRIEVANCE ARBITRATION PROCEDURE

A. The Grievance Arbitration Procedure, annexed hereto as Exhibit "E", 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.

B. All complaints not described in paragraph A of this section and which are not covered by the Grievance Arbitration Procedure set forth in Exhibit "E" shall be processed through existing remedies.

XXVIII. EXECUSED ABSENCES

A. Except as set forth herein, excused absences shall be governed by PAI 20-3.05 (Excused Absences), dated August 3, 1967, annexed hereto as Exhibit "H".

B. Prior to October 16, 1998, the excused absences set forth in Section III, Paragraph A. 5, 6, 7 and 8 of PAI 20-3.05, were stricken from the PAI, and in lieu thereof, employees each receive three (3) days of paid excused absences per annum as personal leave which may be taken for such reasons as the employee may deem necessary.

C. Effective October 16, 1998, the excused absences set forth in Section III, Paragraph A. 5,6, 7 and 8 of PAI 20-3.05, shall continue to be stricken from the PAI, and in lieu thereof, employees shall each receive, at their option, either:

1. Four (4) days of paid excused absences per annum as personal leave (conversion of Lincoln's Birthday Holiday to an additional personal leave day) which may be taken for such reasons as the employee may deem necessary (limited to a minimum portion of half (½) day increments); or,

2. Elect to take payment, at the straight time pay rate applicable to such employee, for any portion of the four (4) days of personal leave provided for under Paragraph C1 of this Section (limited to a minimum portion of half (½) day increments.) Any employee exercising the option to receive such payments at straight time pay rates for any portion of the four (4) days of personal leave shall receive this payment in the pay period following the pay period in which the option was exercised. Any remaining portion of personal leave days not paid in cash may be taken

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off as personal leave for such reasons as the employee may deem necessary (limited to a minimum portion of half (½) day increments).

D. Effective October 16, 1998, employees may, in addition to receiving either four (4) personal leave days per annum, or pay for any portion thereof in accordance to Paragraph C, 1 and 2 of this Section, designate eight (8) hours of compensatory time per annum to be converted into one (1) additional day of personal leave which may be taken in the year of designation. Once an employee takes eight (8) hours of personal leave in a year in which he has designated eight hours of compensatory time as personal leave, the employee may designate eight (8) additional hours of compensatory time per annum to be converted into an additional day of personal leave which must be carried over into the following year.

E. Requests by employees for excused absences as set forth in Paragraphs B and C above shall not be unreasonably denied.

XXIX. TRANSFER OF UNIT WORK

A. Except as modified in the Unit Work Clarification Agreement, annexed hereto as Exhibit O, Unit Work currently and heretofore performed by employees in the covered membership 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 personnel, contractors or subcontractors without negotiations, except in accordance with the Unit Work Clarification Agreement.

B. Body and fender work, automatic transmission overhaul, automotive painting, front end alignment, radiator and heater core overhaul, warranty work, heavy truck leaf spring and automotive glass work, or other functions not currently and heretofore performed by employees in the covered membership, may continue to be assigned to contractors or subcontractors at the option of the Port Authority.

C. The Port Authority will have the right to transport both new vehicles and vehicles being disposed of by contractor rather than via a Port Authority transport vehicle operated by UOAT staff in the Central Shop.

D. Retrofits

The Port Authority, in its sole discretion, may outsource the retrofitting of sixty-five (65) diesel-powered vehicles/equipment and determine the scheduling, and vehicle/equipment selection for such retrofitting. Retrofitting of the selected vehicles/equipment will be accomplished in a manner to reduce vehicle emissions as current and proposed laws and legislation require reductions in vehicle emissions, notwithstanding whether the Port Authority is required to comply with these laws and legislation. Such retrofits may include the furnishing,

installation and operational adjustment, and may include but is not limited to the reprogramming of computer controlled components, if applicable, vehicle components/systems, particulate traps and NOX reducers, to ensure the proper operations of the retrofitted vehicle/equipment. The Port Authority will not have the right to outsource complete engine overhauling in this retrofit work. Following installation any repair work associated with these components or their removal will be UOAT unit work unless such repair work is warranty work which shall continue to be governed by the Warranty Work provisions of this Agreement.

At the Port Authority's sole discretion, the work may be performed on or off Port Authority property/facility. If performed on Port Authority property/facility then an equal number of UOAT employees and non-unit personnel will perform such work.

The union will be advised in writing on each occasion a vehicle/equipment is retrofitted, whether on or off Port Authority property/facility.

E. Intentionally Left Blank

F. Warranty Work

a) The Port Authority and the UOAT agree that the term "Warranty Work", as enumerated in Section XXIX (B) herein, shall be clarified to include extended maintenance service agreements. Effective October 16, 1998, the Port Authority agrees to end <u>all</u> new manufacturer's offered extended maintenance/warranty agreements, entered into after the effective date of this agreement at forty-eight (48) months or 60,000 miles, whichever occurs first.

b) Vehicle components/items which are repaired/serviced as a result of normal "wear and tear" (brake linings, bulbs, lamps, etc.) as well as scheduled fluid and filter changes will not be the responsibility of vendors retained under the terms of the "warranty work" as clarified in this agreement. Such work will continue to be performed by UOAT employees. However, components/items which are repaired/replaced/serviced as a result of a defect or malfunction shall be included in work permitted under the terms of "warranty work" as clarified herein.

c) Exceptions to these limitations on warranty terms (i.e., forty-eight (48) months or 60,000 miles whichever occurs first) are warranty items which are provided by vehicle manufacturers as required by federal, state, or local laws, regulations, acts, etc., or for which the Port Authority is not required to pay (e.g., seven (7) year warranty on catalytic converter, manufacturer design flaw or recall which is corrected in year seven (7).

d) All manufacturers' extended maintenance/warranty agreement time periods shall begin on the vehicle in-service date, not the delivery date to the Port Authority, should those dates be different. It is agreed, however, that, in no event, will the date of any warranty agreement begin beyond three (3) months after vehicle delivery for sedans, vans, (mini vans and other vans), pick-ups, and jeeps; and, beyond six (6) months after vehicle delivery for police cars and any other fleet equipment, if applicable.

G. Intentionally Left Blank

H. The Port Authority recognizes that, as identified in grievance number 18U-95, vendors undertook to perform certain work which had not been required of them by the Port Authority, and which would otherwise have been performed by UOAT employees had it not been performed by the vendors. The Port Authority agrees to actively monitor vendor contracts in the future to ensure that UOAT Unit Work is not inadvertently performed by non-unit employees in the future.

I. The Port Authority shall have the ability to automate, through electronic means, including the recording by UOAT employees of fleet maintenance information (e.g. bar-coding information, inputting of data into computer terminal/keyboard, etc.)

The Port Authority envisions that automation will streamline current paper intensive processes in the following areas:

1. Inputting or barcoding of work order information.
2. Filing and retrieval of work order information.
3. Computerization of manually kept data or the incorporation of Personal Computer (PC) databases with the new AMOS replacement system.
4. Automated collection and tracking of parts/part invoice information/and other material/service documents.

Details of the automation requirements will be provided to the UOAT during the course of system development and/or system selection.

XXX. MISCELLANEOUS

A. Existing procedures relating to eligibility for single-day and half-day vacation and meal and break wash-up times shall remain in effect during the term of this Memorandum of Agreement. Fifteen minutes of the typical 2:00 p.m. afternoon and 10:00 p.m. evening breaks will be eliminated and the remaining five (5) minutes will be added to wash-up time at the end of the tour. The end of tour break will be twenty (20) minutes for each of the day and night shifts.

B. Effective December 26, 1999, the Port Authority negotiated for and implemented a retrospective payroll system.

C. Employees shall, at their request, be issued cotton coveralls.

D. If an employee (permanent or probationary) in the covered membership has a performance problem (including but not limited to attendance) which may result in disciplinary action, the President of the UOAT or his designee will be notified, and, at the request of the employee, will have the opportunity to review and discuss the matter with management prior to any such action being taken. This paragraph does not limit the right of any covered member (permanent or probationary) to have union representation for disciplinary matters consistent with law.

E. Employees filling any provisional job created because someone in the Bargaining Unit accepted a promotion (provisional or otherwise) or lateral move (provisional or otherwise) within or outside the Bargaining Unit, will become permanent in that UOAT job unit if he works in the job for 90 cumulative calendar days. If an employee was promoted (provisional or otherwise) outside of the Bargaining Unit and returns to the Bargaining Unit after 120 cumulative calendar days, that employee shall be kept in excess but shall lose all seniority rights within the Bargaining Unit. Any person hired as a result of a promotion (provisional or otherwise) within or outside the Bargaining Unit shall be a permanent employee covered in all respects by the Memorandum of Agreement after 90 cumulative calendar days. This shall not apply in the case of medical backfills within the Bargaining Unit.

F. No employee shall be required, ordered or requested to submit to pathometer, polygraph or other lie detector tests.

G. Port Authority Instructions (PAI's) referred to in this Memorandum of Agreement which are deemed to be incorporated into the Agreement are annexed hereto.

H. The parties agree that in the event the Port Authority modifies the policy entitled Excused Absence for management employees to include as a reason for an excused absence bereavement leave because of a death of a grandparent or domestic partner, the Exhibit "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 Section III, paragraph 3 of PAI 20-3.05, annexed hereto as Exhibit H.

I. The practice of banking during working hours on paydays is eliminated. All banking will be done on employees own time.

J. Petty cash will be administered in accordance with the Letter Agreement dated May 28, 2008, annexed hereto as Exhibit L-27.

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K. The Port Authority shall have the right to discontinue cafeteria services at the Lincoln Tunnel, Holland Tunnel and George Washington Bridge without further negotiations, in accordance with the letter of Intent - Vending Machines, dated June 4, 2008, annexed hereto as Exhibit L-33.

XXXI. CONSOLIDATION OF AUTOMOTIVE MECHANICS

Consolidation of Automotive Mechanics shall be as set forth in Exhibit J.

XXXII. AGENCY SHOP

1. Representation Fee

During the term of this Memorandum of Agreement, all employees in the covered membership who are not subject to dues check off in accordance with Section XIV (hereinafter for the purposes of this Section called "non-members"), shall have deducted from their wages or salary and forwarded to the Union 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 modification to the existing representation fee to be deducted, the Union 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 Union. Any change in the amount of the representation fee to be deducted shall be made upon written notification by the Union to the Port Authority.

3. Representation Fee Deductions

The representation fee shall be deducted from non-members' wages or salary in equal bi-weekly installments. The amount of representation fees so deducted shall be transmitted bi-weekly to the designated union representative along with the membership dues and assessments deducted pursuant to Section XIV.

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-members' placement in or re-entry into a position classification covered by this Memorandum of Agreement.

If the UOAT submits a member's signed dues checkoff authorization form in accordance with Section XIV, 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 (2), standard pay periods following the filing of such signed dues checkoff authorization form.

XXXIII. HOLIDAYS

1. Effective October 16, 1998, and annually thereafter, all employees shall receive the following eleven (11) designated official holidays as days off:

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. Veterans Day
9. Thanksgiving Day
10. Friday After Thanksgiving Day
11. Christmas Day

2. Effective October 16, 1998, Lincoln's Birthday was converted to an additional Personal Leave day (from three Personal Leave Days to four Personal Leave Days) and Election Day was exchanged for the Friday after Thanksgiving Day.

3. Exhibit K-2, PAI 20-3.02, entitled Port Authority Holidays (June 7, 1971) Operating Rules and Procedures, Paragraph A. 3 (a and b) are deleted and replaced with the following language for the purpose of these five holidays:

(1) New Year's Day, January 1st
(2) Martin Luther King, Jr. Day, 3rd Monday in January
(3) Presidents' Day, 3rd Monday in February
(4) Thanksgiving Day, 4th Thursday in November
(5) Christmas Day, December 25th

On occasions when one of the above holidays falls on a Monday-Friday, the employee will receive eight (8) hours of holiday pay, plus two (2) times their normal base hourly wage for all hours worked.

On occasions when one of the above holidays falls on a Saturday or Sunday, the employee will receive two (2) times their normal base hourly wage for all hours worked and eight (8) hours of holiday pay on the date of the observed Port Authority holiday.

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If an employee works on a Saturday or Sunday holiday and on the observed holiday, premium compensation on the observed holiday will be at 1 ½ times their normal base hourly wage for all hours worked.

Compensation at two (2) times the normal base hourly wage will be limited to no more than twenty-four (24) hours on any of the above-specified holidays.

The starting time of the tour of duty will determine if an employee is working on the holiday for the purposes of this Section, as the Port Authority's timekeeping (sign-in sheets) will designate the day for which the employee is working.

For purposes of the above two (2) times rate of pay, when the employee requests to receive overtime in hours (compensatory time) instead of pay, only the 1 ½ times rate of pay will be banked and the additional ½ time portion will be paid. In the event the Port Authority timekeeping system and/or applicable law permits at a future date, the Port Authority agrees to allow the additional ½ time rate of pay to be banked as compensatory time.

XXXIV. PRE-RETIREMENT PROGRAM

The Port Authority shall provide a Pre-Retirement Program and employees may enroll in this Program in accordance with Exhibit I, annexed hereto.

XXXV. COMMERICAL DRIVER LICENSE

The Port Authority shall reimburse employees for the cost of obtaining and renewing a Commercial Driver License (CDL), including all required endorsements. The Port Authority will further provide employees with excused time with full pay and benefits for the taking of any test(s) required for a CDL, endorsement(s) and renewals.

XXXVI. INDEMNIFICATION

The Port Authority shall indemnify and defend all employees against civil liability for actions taken with the scope of their employment if such employee has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and the employee 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.

XXXVII. PARKING

The Port Authority shall provide designated free parking for employees at Port Authority facilities as long as such facilities are utilized by any Port Authority employees as parking facilities.

XXXVIII. RETIREMENT

A. Subject to applicable law, retirement benefits for employees shall be those provided under the programs applicable to Port Authority employees pursuant to the New York Retirement and Social Security Law. Eligible employees 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 shift differential, premium or other payments made to employees 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 Systems as compensation for retirement allowance computation purposes to the extent said system includes such payment for retirement allowance computation purposes.

XXXIX. PRIOR LETTERS OF AGREEMENT

The provisions of the prior letters of agreement, which are still valid, shall be deemed incorporated into the body of this Memorandum of Agreement and are annexed hereto as Exhibits.

XL. ROAD CALLS REQUIRING AUTOMOTIVE TECHNICIAN RESPONSIBILITIES

To ensure the continued safety of CAD trades employees assigned to Staten Island Bridges (SIB) and Lincoln Tunnel (LT) Auto Shops during snow and emergency coverage, the Port Authority will continue its current practice of not sending any Automotive Technicians alone on a repair type road call to make repairs to a disabled vehicle. Transporting vehicle keys to a driver does not constitute a repair type road call. Further, an Automotive Technician directing and instructing other employees in removing a disabled vehicle in the LT or on the SIB shall not be considered a repair type road call or require two (2) Automotive Technicians. Diagnosing and examining vehicles for problems shall be considered a repair type road call requiring two (2) Automotive Technicians.

XLI. DISCIPLINARY PROCEDURES

The disciplinary procedure applicable to employees in the covered membership is annexed hereto as Exhibit P.

XLII. MILITARY LEAVE

Covered employees involuntarily called up to 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 the Memorandum of Mary Lee Hannell to Joseph J. Seymour dated April 29, 2003, and the Memorandum of Michael Massiah to Kenneth J. Ringler Jr. dated December 8, 2005, and PAI 20-3.10 entitled Military Leave, annexed hereto as Exhibit L-29.

XLIII. FLEXIBLE SPENDING

Effective January 1, 2009, employees are eligible to participate in Flexible Spending Accounts for both health care and dependant care pursuant to the same terms as provided annually to management employees.

XLIV. E-ZPASS PROGRAM

1. E-ZPass Program

The Port Authority agrees to implement a funded E-ZPass program for employees for use at Port Authority facilities. The Program will offer E-ZPass in lieu of personal and commutation passes.

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 employees shall not be less than under the Personal and Commutation Pass Program. The Employee E-Z Pass 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-Z Pass 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-Z Pass 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, except as provided in paragraph J below.

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. Applicable rules and regulations applying to E-ZPass license plate tags will be communicated to affected employee/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 the 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.

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 New York E-ZPass Customer Service Agreement Terms and Conditions 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-Z Pass statements may be forwarded to the employee via this system. All other employees/retirees participating in the E-ZPass Program will receive their E-ZPass statements via U.S. mail, unless the employee/retiree provides the Port Authority with an e-mail address.

XLV. ROVING WELDER

There shall be two (2) home bases for Roving Welder positions, Central Shop and George Washington Bridge. The individuals assigned to these welder positions may be temporarily assigned to Auto Shops as needed to perform the duties and responsibilities of Welder/Fitter, as enumerated in Job Specification No. 2205, contained in the Memorandum of Agreement under Exhibit A. The roving coverage responsibility for the Central Shop Welding Home Base is the Auto Shops at SIB and the Lincoln Tunnel. The roving coverage responsibility for the George Washington Bridge Welding Home Base is the Auto Shop at LaGuardia Airport, including Brooklyn Piers.

A Port Authority vehicle containing the appropriate welding and burning equipment will be made available to the Roving Welders to respond to these and other locations. Such vehicles however, will not be assigned exclusively to the Roving Welders, it may be used for other Auto Shop activities.

Any overtime opportunities arising from Welder/Fitter duties and responsibilities at either the George Washington Bridge or LaGuardia Airport, including Brooklyn Piers, Auto shops shall first be offered to the Welder assigned to the GWB Roving Home Base.

Any overtime opportunities arising from Welder/Fitter duties and responsibilities at the Central Shop, SIB or the Lincoln Tunnel Auto Shop shall first be offered to the Welder assigned to the Central Shop Roving Home Base.

The Roving Welders may be utilized to respond to Port Authority Auto Shops where Welder/Fitters are permanently assigned in order to provide replacement coverage due to an authorized absence or workload of a Welder/Fitter. In such cases, the Central Shop Roving

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Welders would respond to the Auto Shops at Newark Airport and PATC and the Roving Welder based at GWB would respond to JFK Airport.

Whenever the workload associated with the Welder/Fitter duties and responsibilities, other than that resulting from an authorized absence, requires manpower over and above a shop's normal compliment, an attempt will first be made to satisfy the shop's workload requirement through overtime at the shop before utilizing the Roving Welder to perform these duties and responsibilities.

If in such circumstance any overtime opportunities arising from Welder/Fitter duties and responsibilities at such an Auto Shop, it shall first be offered to the Welder/Fitter permanently assigned to that Auto Shop. The Roving Welder will be eligible for such overtime opportunities only after all permanently assigned Welder/Fitters at that Auto Shop have either elected not to accept the overtime work, or all permanently assigned Welder/Fitters at that auto shop have accepted the overtime work and still more Welder/Fitter overtime work is available at that Auto Shop.

The Roving Welders will continue to work shop overtime when slipped shifts are implemented at their Home Base Auto Shops. However, a response by a Roving Welder to a facility Auto Shop not working a slipped shift will not necessitate that this particular Auto Shop slip its shift, nor will the Home Base Auto Shop be slipped automatically if the Roving Welder is sent to a facility that is slipped. If the Roving Welder is sent to a facility that has slipped its shift, the Roving Welder will work the slipped shift hours at the facility he is assigned to.

Any past practice regarding the Roving Welder positions not specifically addressed in this Agreement shall continue to be fully applicable to the two (2) Roving Welder positions.

XLVI. TERM OF CONTRACT

A. The term of this Memorandum of Agreement shall commence at 12:00 a.m. on August 23, 2006 and shall expire at 11:59 p.m. on August 22, 2011.

B. 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.

Dated: New York, New York
May 8, 2009

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Manager
Labor Relations Department

(Witness) _____

(Witness) _____

(Witness) _____

UNION OF AUTOMOTIVE TECHNICIANS, LOCAL 563, AFL-CIO, S.E.I.U.

By: _____
President

(Witness) _____

(Witness) _____

(Witness) _____

EXHIBIT A

Class Titles and Salary Ranges covered by Memorandum of Agreement between the Port Authority of New York and New Jersey and the Union of Automotive Technicians

Class Title	Salary Range
Automotive Maintenance Specialist	69
Automotive Mechanic - Heavy Vehicle	67
Automotive Painter	67
Automotive Parts Technician	68
Machinist	67
Maintenance Equipment Servicer	67
Senior Automotive Mechanic	68
Trades Helper (Automotive)	51
Welder/Fitter	67

Incumbent Senior Auto Mechanics, salary Range 68 as of August 20, 1977, will retain their title and salary ranges. However, the title will be abolished through attrition and will cease to exist when the last employee currently in said title and salary range is no longer employed in this title

Incumbent Automotive Maintenance Specialists, salary Range 69, as of August 20, 1977, will retain their titles and salary ranges. However, the title will be abolished through attrition and will cease to exist when the last employee currently in said title and salary range is no longer employed in this title.

SPECIFICATION NO.: 2229
DATE ISSUED: 6/65
LAST REVISED: 10/79

CLASS TITLE: Automotive Maintenance Specialist
PAY PLAN/LEVEL (RANGE): C-69
DEPARTMENT: General Services
JOB SERIES: Automotive Maintenance

SUMMARY OF RESPONSIBILITIES:

Under the general supervision of a Maintenance Group Supervisor incumbents in this class perform highly technical skilled automotive work involving inspections, tests, and diagnosis of non-routine failures or malfunctions of specialized automotive equipment and auxiliary control systems. Incumbents produce complete diagnostic work for the solution of highly complex technical problems, and provide guidance and instructions to other automotive and facility personnel as required.

RELATIONSHIP TO OTHER CLASSES IN JOB SERIES:

As compared to the higher rated Maintenance Group Foreman which supervises mechanics and other staff, the Automotive Maintenance Specialist performs highly technical automotive work and is immediately responsible for the completion of an assignment.

As compared with the lower rated Senior Automotive Mechanic, which leads journey-level automotive workers, the Automotive Maintenance Specialist has more technical knowledge and a higher skill level in the automotive field and is able to plan work and develop solutions in all problem areas.

SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A. Investigates non-routine failures or malfunctions of specialized automotive equipment and auxiliary control systems. Conducts various tests, repairs, modifications, and construction of specialized automotive equipment, and may work with and instruct other automotive and maintenance personnel in the repair and maintenance of such equipment.

B. Prepares detailed reports on equipment and component failures or malfunctions resulting from other than normal wear and may recommend and initiate modifications to the equipment designed to improve operation and performance.

C. Performs expertly in repairing new and sophisticated automotive equipment, including prototype vehicles.

D. Participates in a variety of projects with the Technical Branch and provides professional engineering personnel with technical information gained through educational and practical experience.

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E. Participates in the initial or acceptance inspection of new equipment as part of a program to minimize potential maintenance problems.

F. Instructs as directed, automotive maintenance personnel in all phases of automotive maintenance on all types of equipment and indoctrinates them on the maintenance and repair of new and unique types of equipment.

G. Develops Port Authority detailed preventive maintenance guides to provide optimum relationship between maintenance costs and operation.

H. Performs work involving precision measurements on all automotive oriented equipment

I. Responds to all Port Authority emergencies as required. Makes safe emergency repair to equipment broken down in service (road calls).

J. Prepares records as required to properly authenticate and document specific repairs, properly account for time allotments, and prepare parts ordering documents as necessary for repairs and modifications performed.

K. May perform minor or emergency welding repairs as required.

L. May perform minor machine work, i.e.: on lathe, drill press, etc., to expedite a repair or modification to a piece of equipment.

M. Performs modifications and construction projects using sketches, blueprints, or verbal instructions.

N. Documents all pertinent information on new equipment.

O. Draws schematic diagrams to explain new or complicated system layouts.

P. Prepares parts and repair manuals for all in-company constructed equipment.

IV. JOB REQUIREMENTS

A. Knowledge - Requires thorough knowledge of the operation of all automotive power plants, and the use of all trade related instruments and equipment, including awareness of the occupational hazards of the automotive trade and safety practices necessary to avoid those hazards. Must have extensive knowledge of automotive technology, including knowledge of fatigue and other wear characteristics of ferrous and non-ferrous materials.

B. Abilities and Skills - Uses standard and sophisticated hand and power driven tools, requiring a high degree of manual dexterity, exceptional eye-hand coordination, and good eyesight, including color vision.

C. Physical Effort - Normal trades work.

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D. Working Conditions - Involves outdoor work and exposure to oil, grease, dirt, and dust. May be required to work at heights, and may be required to work rotating shifts.

E. Licenses or Specialized Training - Must possess a PA 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 Chauffeur's License. Must also possess a New York State and/or New Jersey State Vehicle Inspector's Certificate, and must satisfactorily complete the Port Authority Maintenance Specialist Training Program.

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Specification No. 2225
Date Issued 6/66
Date Revised 8/83

Class Title: Automotive Mechanic - Heavy Vehicle
Pay Plan/Level (Range): C-67

A. CHARACTERISTICS OF CLASS:

In the series of automotive services classifications, this class is responsible for complex automotive inspection, maintenance, repair and modification. Under general supervision, incumbents perform duties involving the diagnosis, repair and maintenance of complex automotive and special equipment, as well as technically involved auxiliary and control systems. Work is highly specialized in nature and requires an extensive and sound knowledge of automotive technology and practical analyses and skill. Work is performed under circumstances requiring unusual techniques and exceptional judgement.

Essential characteristics of positions in the class are:

1. Performs skilled automotive work involving inspection, modifications, maintenance and repair on complex automotive and special equipment such as involved auxiliary and control systems in the Port Authority Fleet.

2. Inspects all the critical areas, i.e. mechanical, hydraulic, pneumatic and electrical systems.

B. RELATIONSHIP TO OTHER CLASSIFICATIONS:

1. In the series of automotive services classification, this is the highest graded class. It requires a high level of technical competence in the performance of duties on all types of automotive equipment and the ability to plan work and develop solutions in all problem areas.

2. As compared with similar rated classes such as the Maintenance Equipment Servicer who is responsible for the servicing of a wide variety of equipment, the Automotive Mechanic - Heavy Vehicle is required to perform highly technical maintenance and repair of complex vehicles and special equipment.

3. As compared to lower rated classes such as the Trades Helper (Automotive) who performs semi-skilled duties and may work under the guidance of a journey-level class, the Automotive Mechanic - Heavy Vehicle may be assigned to any type of automotive equipment, providing supervision, instruction and direction to lower rated staff as well as performing maintenance and repair functions on more sophisticated and complex automotive equipment and auxiliary and control systems.

C. WORK RELATIONSHIPS:

1. Receives assignments from Maintenance Group Foremen or Maintenance Supervisors who may review work in progress and/or upon completion.

2. May lead the work of similar or lower graded classes such as Trades Helper (Automotive) engaged in a variety of automotive activities.

3. May be called upon to work without supervision in a one-person shop, or during emergency periods in a larger shop.

D. MAJOR FUNCTIONS (TYPICAL DUTIES):

1. Investigates routine and non-routine or malfunctioning of standard or specialized automotive equipment and auxiliary and control systems. Conducts various tests, repairs, and may lead other automotive maintenance personnel in the repair and maintenance of such equipment.

2. Prepares reports on equipment failure or malfunction resulting from other than normal wear and tear, and may recommend modifications to the equipment designed to improve operation and performance.

3. Performs expert repairs on new and sophisticated automotive equipment, including prototype vehicles.

4. Participates in a variety of projects with the Technical Branch and provides professional engineering personnel with technical information gained through practical experience.

5. Instructs and leads, as directed, automotive maintenance personnel in all phases of automotive maintenance on all types of equipment, and indoctrinates them on the maintenance and repair of new or unique types of equipment.

6. Participates in the initial or acceptance inspection of new equipment as part of a program to minimize potential maintenance problems.

7. Develops Port Authority detailed preventive maintenance guides to provide optimum relationship between maintenance costs and vehicle operation.

8. Participates in and performs preventive maintenance and other inspections on any or all units in the Port Authority Fleet in accordance with printed maintenance guides, verbal instructions and normal trade practices. Notes and reports to supervisors any defects found during inspection.

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9. Inspects, tests and diagnoses equipment performance, using standard instrumentation and diagnostic techniques. Makes major and minor repairs and/or adjustments as necessary.

10. Performs testing and unit rebuilding on automotive, hydraulic, electrical, pneumatic and other components associated with the Port Authority Fleet.

11. May on occasion perform minor welding, brazing, pipefitting, machine shop, and sheet metalwork on automotive equipment.

12. Estimates time, materials, and labor to cover his assigned workload. Request temporary additional personnel as necessary.

13. Notes and advises supervisor of excessive failures or other deficiencies of local vehicles.

14. Directs, reviews and reports on performance of prescribed preventive maintenance work per established schedules and standards.

15. When in a lead capacity or a one-person shop, prepares work orders and special reports of a sub-shop force.

16. When in a lead capacity or a one-person shop, issues and recommends for approval by others limited emergency purchase orders on parts and supplies, or repairs by outside vendors.

17. Responds to all Port Authority emergencies as required.

E. SPECIFIC RESPONSIBILITIES:

1. Human Resources: Is responsible for the safety, progress, and quality of work of any automotive personnel assigned to work with him.

2. Public Relations: May on occasion be required to deal with vendors when accepting new equipment.

3. Physical and Financial Resources: Competence in performing highly technical automotive functions. Responsible for all tools and equipment furnished.

4. Decisions: Inspects the conditions of equipment requiring repair or modification, and may use his/her discretion in the materials to be used. May decide if equipment should be repaired in the field or returned to the shop.

5. Planning: Plans course of action to be taken to alleviate problem areas

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Specification No. 2225

V. KNOWLEDGE AND ABILITY REQUIREMENTS:

1. Knowledge (Ability):

Is required to meet accepted trade and/or Port Authority standards of workmanship.

Use standard hand and power driven tools.

Use all trade related instruments and equipment.

Understand occupational hazards and safety equipment.

Requires a high degree of manual dexterity, good eye-hand coordination, and good eyesight, i.e. color stability.

Understand operation of all automotive power plants.

2. Physical Effort:

Normal trades work including some lifting.

3. Mechanical Skills:

Use of standard tools, equipment and use of some machine tools of the trade.

4. Working Conditions:

Works indoors and outdoors in all types of weather, may be exposed to grease, oil, dirt, snow, rain and dust.

Works on running engines, generators, and pumps.

Works under and over equipment, may be required to work at heights.

Works on either of three shifts, or overlap during emergencies.

5. Special Requirements:

A. Possess a New York State and/or New Jersey State Vehicle Inspector's Certificate.

B. Possess a valid New Jersey or New York State Driver's License, or on certain assignments, a PA Driver's Certificate (PA 1508A) for Class III type vehicles in addition to a Class III Chauffeur's License, if a New York State resident.

RCC NB

SPECIFICATION NO. 2224
DATE ISSUED: 12/58
DATE REVISED: 9/60

CLASS TITLE: Automotive Painter
PAY PLAN/LEVEL: C-67
DEPARTMENT: General Services
JOB SERIES: Automotive Maintenance

I. SUMMARY OF RESPONSIBILITIES

Under the immediate supervision of a Maintenance Group Foreman, or under the lead of a Sr. Automotive Mechanic, the Automotive Painter performs skilled spray painting techniques for Port Authority automotive equipment.

II. RELATIONSHIPS TO OTHER CLASSES IN JOB SERIES:

As compared to higher-rated classes such as Sr. Automotive Mechanic, which performs lead work and skilled modifications, maintenance and repair work on a variety of automotive units, the Automotive Painter performs skilled spray painting procedures in automotive vehicles, and does not serve as a lead.

As compared to lower-rated classes such as Trades Helper (Automotive) which is a semi-skilled class and assists Automotive Mechanics in repair, inspections, etc., the Automotive Painter is a skilled class which is responsible for spray painting techniques.

III. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A. Participates in the preparation for repainting of damaged areas and occasionally the entire surface of passenger cars, trucks, special automotive equipment, and other metal surfaces:
   a. Cleans, sands, scrapes surfaces, and removes rust.
   b. Removes or fills in minor scratches and dents.
   c. Masks areas not to be painted.

B. Determines visually or from vehicle records which specific shade of a limited variety is required for each individual vehicle. Prepares paint for use and adds components as necessary to match the condition of the paint on the particular vehicle and to make the paint suitable for use according to weather conditions.

C. Paints surfaces by spray gun or brush; and rubs down base coats and polished finish coats as necessary.

D. Performs body and fender repair work. Straightens dents, fills in deep scratches and holes with plastic fiber glass body filler. Stretches or shrinks metal through heating, dampening process, and uses other processes normally associated with the body repair trade.

E. Performs hand lettering for special jobs, such as instructions for gear shifting, on instrument panels.

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III. SPECIFIC FUNCTIONS (TYPICAL DUTIES) cont.

F. Performs other painting work on walls, floors, and equipment, etc., usually during winter months when spray painting outside is not feasible.

G. Performs other work as required.

IV. JOB REQUIREMENTS:

A. Knowledge - Must have a thorough knowledge of the automotive painting trade, including the mixing and matching of paint and the materials, tools and techniques.

B. Abilities and Skills - Must be able to use standard methods for preparing surfaces and paints, and applying paints; to adjust and manipulate spray equipment; to use shrinking hammers, pinging hammers, dollies, mechanical sanders, welding and burning equipment, and power tools used in straightening damaged automotive fenders and bodies. In addition, must be able to estimate time and materials needed, and to lead lower-rated classes in the automotive painting function.

C. Physical Effort - May require heavy lifting, bending, working in close quarters.

D. Working Conditions - Exposure to fumes and usual hazards involved in the use of hand tools in close quarters.

E. Licenses or Specialized Training - Three to four years experience as a helper or apprentice in automotive body and fender repairs and spray painting. Must possess a PA 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 Chauffeurs License.

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SPECIFICATION NO.: 7218
DATE ISSUED: 2/65
DATE REVISED: 3/79

CLASS TITLE: Automotive Parts Technician
PAY PLAN/LEVEL (RANGE): C-68
DEPARTMENT: General Services
JOB SERIES: Automotive

I. SUMMARY OF RESPONSIBILITIES:

Under the general supervision of a Buyer, Assistant Superintendent, Stockrooms, or at the direction of the Automotive Parts Specialist, the Auto Parts Technician operates and maintains an inventory and parts identification system providing automotive parts and materials in quantities and at cost in accordance with Port Authority policies governing vehicle maintenance. Work is performed within prescribed rules, regulations and procedures. This class does not normally lead any subordinates.

II. RELATIONSHIPS TO OTHER CLASSES IN JOB SERIES:

As compared to higher-rated classifications such as Automotive Parts Specialist, who analyzes parts problems and makes recommendations for distribution of parts among automotive shops for optimum economy and operational efficiency, the Automotive Parts Technician operates an inventory determining the type quality and quantity of automotive parts to be stocked.

As compared to the lower-rated Automotive Mechanic-Light Vehicle who performs skilled automotive work involving repairs, inspections, etc., the Automotive Parts Technician performs skilled work of greater scope and complexity related to the supply of parts.

III. SPECIFIC FUNCTIONS:

A. Assists in preparation of parts and materials listing for Purchasing & Supply Services Stockroom inventory.

B. Assists in parts obsolescence review.

C. Obtains literature pertinent to automotive parts and maintenance and maintains automotive reference library.

D. Monitors maintenance of control systems and security of parts inventory.

E. Monitors processing of automotive parts units rebuilt in unit shops.

F. Prepares emergency requisitions for non-stock material and deals with vendors.

G. Performs other comparable related automotive supply work.

IV. JOB REQUIREMENTS:

A. Knowledge: Thorough knowledge of types of vehicles in Port Authority fleet, automotive parts and maintenance manuals, inventory procedures, maintenance control system and automotive supply rules, regulations and procedures.

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B. Abilities and Skills: Ability to: 1) expertly interpret diagrams and automotive catalogues, 2) identify parts from technical specifications and descriptions, and 3) apply technical knowledge and automotive experience to resolve parts problems.

C. Physical Effort: Lifts heavy items on occasion.

D. Working Conditions: Normal

E. Licenses or Specialized Training: 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 C Auto and Articulated license, or if a resident of New York, a valid Class III Driver's License.

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SPECIFICATION NO.: 2213
DATE ORIGINALLY ISSUED: 12/
DATES REVISED: 11/67; 8/80

CLASS TITLE: Machinist
PAY PLAN/LEVEL (RANGE): C-67
DEPARTMENT: General Services
JOB SERIES: Mechanical Maintenance

I. SUMMARY OF RESPONSIBILITIES:

Under the general supervision of a Maintenance Supervisor, the Machinist is immediately responsible for highly skilled mechanical work in the alteration and repair of a wide variety of machinery and equipment, including the set up and layout of work. Incumbents may lead the work of lower-rated classifications in a variety of related metal-working activities.

II. RELATIONSHIP TO OTHER CLASSES IN JOB SERIES:

As compared to higher-rated classifications such as Maintenance Unit Supervisor, which has formal supervisory responsibility for a variety of maintenance classes at different levels, the Machinist is a journey-level position, responsible for highly-skilled mechanical maintenance work.

As compared to lower-rated classifications such as General Maintainer, which is responsible for a variety of semi-skilled maintenance functions, the Machinist is a journey-level class, responsible for skilled mechanical work.

III. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A. Sets up and operates lathes, planers, grinders, milling machines, and drill presses to fabricate metal parts, turn shafts, bore gears and sprockets, and to reproduce miscellaneous metal parts of automotive and various other machinery and equipment. Works to close tolerances as required

B. Rebuilds and reshapes assemblies and adjusts mechanical parts of equipment of various types.

C. Uses hand tools and performs skilled hand operations common to the trade. May do hand forging, heat treating, and tempering of metal parts and tools.

D. Makes special parts from drawings and specifications as required.

E. Performs other comparable related metal working duties as required.

IV. JOB REQUIREMENTS

A. Knowledge - Must have a thorough knowledge of the operating principles of a wide variety of machinery, materials, methods and tools of the machinist trade. Must know the hazards involved and the Safety precautions to be practiced in the operation of the appropriate machinery and equipment.

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JOB REQUIREMENTS (CONT'D)

B. Abilities and Skills - Must be able to use the tools, equipment, testing devices and instruments of the trade including precision-measuring instruments such as micrometers and gauges, to interpret work from plans, sketches, blue prints, and to reproduce broken and worn parts; and to recognize the qualities, adaptabilities and uses of metals and alloys.

C. Physical Effort - Normal trades work.

D. Working Conditions - May be exposed to heat, cold, dirty and/or noisy environment.

E. Licenses or Specialized Training - Must possess a valid New Jersey or New York vehicle operator's license.

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SPECIFICATION NO.: 2210
DATE ISSUED/LAST REVISED: 4-05-80

CLASS TITLE: Maintenance Equipment Servicer
PAY PLAN/LEVEL (RANGE): C-67/66
DEPARTMENT: Aviation, General Services, Marine Terminals
JOB SERIES: Facility Maintenance

I. SUMMARY OF RESPONSIBILITIES

Under immediate supervision of a Maintenance Group Foreman, the Maintenance Equipment Servicer independently performs routine preventive maintenance, repair and inspection on all non-vehicular maintenance equipment; maintains and replaces equipment associated with such equipment as front end loaders, road graders, vehicular equipment, runway brooms, snow melters, K-equipment and flusher trucks. Also assembles and disassembles parts considered accessory to the equipment. Inspects all vehicles and equipment to insure that they are operated properly and are not damaged, missing items or in need of routine maintenance and servicing.

II. RELATIONSHIP TO OTHER CLASSES IN JOB SERIES

As compared to similarly rated classifications such as Pumping Station Operator (C-88), the Maintenance Equipment Servicer performs skilled level maintenance activities on a variety of maintenance equipment.

As compared to lower rated classifications such as Trades Helper (Automotive) (C-51), the Maintenance Equipment Servicer performs more highly skilled activities on a wider range of automotive related equipment.

III. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

A. Performs preventive maintenance routines such as sandblasting, cleaning, adjusting, lubricating, tightening, part replacement, and adjustment of the following types of equipment: front end loaders, runway sweeper brooms and roadway brooms, specialized snow melters, airport type snow blowers, plows, spreaders, K-equipment, flusher truck, wall brush truck, pollution truck scarifier, and air and hydraulic tools and equipment.

B. Assembles and disassembles accessory parts on all maintenance equipment for repair or replacement that are not the responsibility of Central Automotive Sub-Shop.

C. Inspects vehicles and associated equipment for damage, evidence of misuse and abuse, cleanliness, missing items and required maintenance and servicing.

D. Trains and familiarizes operators of various types of maintenance equipment.

E. Directs vehicle parking and the storing of equipment and materials.

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III. SPECIFIC FUNCTIONS (TYPICAL DUTIES) cont.

F. Leads a small crew of maintenance staff in maintenance related activities.

G. Performs general housekeeping activities to obtain the maximum use of all garage and equipment yard space..

H. May test operate and road test equipment.

I. May review daily vehicle requirements to insure its availability.

J. May lead other journey level workers during snow removal activities.

K. May rate vehicle operators for proficiency and licensing requirements.

L. May spot paint equipment to repair rusted areas of equipment. Must sandblast and spray paint sand and salt hoppers and plows.

M. Performs other related duties.

IV. JOB REQUIREMENTS

A. Knowledge - A thorough knowledge of maintenance equipment operation and repair including the tools necessary to perform the equipment servicing.

B. Skills and Abilities - Skill to perform mechanical tasks necessary to service equipment and ability to understand and follow oral and written instructions. Skill in operating all types of vehicles and equipment.

C. Physical Effort - Lifting of heavy equipment.

D. Working Conditions - Exposure to grease and dirt. Work involves exposure to different types of weather.

E. Licenses or Specialized Training - A Class III Chauffeur's License.

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SPECIFICATION NO.: 2226
DATE ISSUED: 3/51
LAST REVISED: 10/79

CLASS TITLE: Senior Automotive Mechanic
PAY PLAN/LEVEL (RANGE): C-68
DEPARTMENT: General Services
JOB SERIES: Automotive Maintenance

I. SUMMARY OF RESPONSIBILITIES:

Under the general supervision of the Maintenance Foreman, incumbents in this class perform lead work and skilled modifications, maintenance and repair on varied automotive and other units in the Port Authority fleet. This includes inspection of mechanical, hydraulic, pneumatic and electrical systems.

II. RELATIONSHIP TO OTHER CLASSES IN JOB SERIES:

As compared to the higher rated Automotive Maintenance Specialist, which has a high degree of knowledge and skill in all phases of the automotive field, the Senior Automotive Mechanic performs journey-level work and has a lead responsibility over a crew of Automotive Mechanics.

As compared to the lower rated Automotive Mechanic, which performs journey-level work in the automotive field, the Senior Automotive Mechanic must additionally develop solutions to non-routine maintenance and modification problems.

III. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A. Leads, plans, and lays out work for himself/herself and other journey-level workers such as Automotive Mechanics, Welders, Machinists, Automotive Painters and sub-journey level workers such as Trades Helpers (Automotive). Determines the proper sequence of work operations for each job: Checks and evaluates performance to insure high quality and production.

B. Performs journey-level maintenance and repairs on varied automotive and other units in the Port Authority fleet.

C. Participates in and performs preventive maintenance and other inspections on any or all units in the Port Authority fleet in accordance with printed maintenance guides, verbal instructions and normal trade practices. Notes and reports to supervisor any defects found during inspection.

D. Inspects, tests and diagnoses equipment performance, using standard instrumentation and diagnostic techniques. Makes major and minor repairs and/or adjustments as necessary.

E. Performs testing and unit rebuilding on automotive, hydraulic, electrical, pneumatic and other components associated with the Port Authority fleet.

F. May perform journey-level work as necessary in trades other than automotive, including, but limited to minor welding, brazing, pipe-fitting, machine shop, and sheet metal work on automotive equipment.

G. May be called upon to work without immediate supervision in a one-person shop, or during emergency periods in a larger shop.

H. Is required to meet accepted trade and/or Port Authority standards of workmanship and productivity.

I. Is responsible for conformance to safe work practices.

J. Estimates time, materials, and labor to cover the assigned workload. Requests temporary additional personnel as necessary. Cooperates with facility in scheduling work.

K. Inspects and tests automotive or other equipment, diagnoses motor or mechanical trouble, and makes major and minor repairs as necessary.

L. Notes and advises supervisor of excessive failures or other deficiencies of local vehicles.

M. Directs, reviews and reports on performance of prescribed preventive maintenance work per established schedules and standards.

N. Prepares work orders and special reports and reviews labor reports of a sub-shop force.

O. Issues and recommends for approval by others limited emergency purchase orders on parts and supplies, or repairs by outside vendors.

P. Responds to all Port Authority emergencies as required.

JOB REQUIREMENTS:

A. Knowledge - Must understand operation of all automotive power plants. Must know proper use of standard hand and power driven tools, including occupational hazards and safety precautions.

B. Abilities and Skills - Uses all trade related instruments and equipment. Requires a high degree of manual dexterity, good eye-hand coordination, and good eyesight, including color vision.

C. Physical Effort - May require some heavy lifting.

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D. Working Conditions - Includes outdoor work, exposure to grease, oil, dirt, and dust, and may require working at heights. Shift work may also be required.

E. Licenses or Specialized Training - Must possess a PA 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 Chauffeur's License. Must also possess a New York State and/or New Jersey State Vehicle Inspector's Certificate.

SPECIFICATION NO.: 2212
DATE ISSUED: 6/65
LAST REVISED: 10/79

CLASS TITLE: Trades Helper (Automotive)
PAY PLAN/LEVEL (RANGE): C-51
DEPARTMENT: General Services
JOB SERIES: Automotive Maintenance

SUMMARY OF RESPONSIBILITIES:

Under the close supervision of journey-level automotive staff, incumbents in this class assist Automotive Mechanics in repair, inspections, modification, and service work on a wide variety of gasoline, diesel, and electrically powered automotive equipment.

RELATIONSHIP TO OTHER CLASSES IN JOB SERIES:

As compared to the higher graded Automotive Mechanic which performs independent journey-level work, the Trades Helper (Automotive) assists on a production basis and is immediately responsible to the Automotive Mechanic for the completion of assigned tasks.

As compared to the lower graded Garage Attendant which performs minor automotive servicing, the Trades Helper (Automotive) must have semi-skilled knowledge in repair, maintenance, and servicing of automotive equipment.

SPECIFIC FUNCTIONS (TYPICAL DUTIES):

A. Assists automotive personnel in repair, modification, and service work on a wide variety of gasoline, diesel, electrical, hydraulic, pneumatic powered automotive equipment. Disassembles equipment and components, cleans parts, and assists automotive personnel in all phases of automotive work.

B. Checks batteries, charges batteries, greases, winterizes and washes equipment.

C. Operates all types of automotive equipment as pertains to the Port Authority fleet.

D. Performs all duties as instructed by any automotive maintenance person holding a higher-graded position.

E. Performs, under guidance, minor repairs to automotive equipment.

F. Responds to all Port Authority emergencies as required.

JOB REQUIREMENTS:

A. Knowledge - Must be familiar with the operation and use of all Automotive Shop tools and equipment. Must understand occupational hazards and safety precautions of the automotive trades.

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B. Abilities and Skills - A high degree of manual dexterity (steady hand, good eye-hand coordination), and good vision, including good color vision, is necessary in the use of hand and power driven tools.

C. Physical Effort - Requires some heavy lifting.

D. Working Conditions - Involves outdoor work, including exposure to dirt, grease, oil, cleaning compounds, and dust. May require working at heights. May require shift work.

E. Licenses or Specialized Training - Must possess a PA 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 Chauffeur's License.

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SPECIFICATION NO.: 2205
DATE ISSUED/LAST REVISED: 6/65 3/79

CLASS TITLE: Welder/Fitter
PAY PLAN/LEVEL (RANGE): C-67
DEPARTMENT: Various
JOB SERIES: Facility Maintenance

I. SUMMARY OF RESPONSIBILITIES

Under the general supervision of a Maintenance Group Foreman or a Maintenance Unit Supervisor, Welders perform skilled journey level welding tasks in the maintenance, repair and fabrication of equipment and fixtures, using electric arc, oxyacetylene and heliarc welding methods. Emphasis on maintenance/repair vs. fabrication activities and the different types of welding methods varies according to the facilities at which the incumbents are located. Incumbents may work with other journey level classes, but as part of a cooperative team effort, rather than in a lead capacity.

II. RELATIONSHIP TO OTHER CLASSES IN JOB SERIES:

As compared to the higher graded Maintenance Group Foreman (FM-3) who functions as a formal supervisor, the Welder performs skilled journey level work with considerable independence.

As compared to the lower graded General Maintainer (Sheet Metal) (C-51) who performs routine semi-skilled work in the maintenance and repair of a variety of metal parts and equipment, the Welder performs skilled journey level work requiring complete familiarity with the tools, materials, methods and procedures of the welding trade.

III. 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).

A. Makes structural repairs to fixtures such as handrails, steel stairwells, hatch doors, tunnel booths, bronze doors (e.g., standpipe doors), support columns, poles and light bases, rail switch points and boiler pipes, which can withstand resultant heat and high pressures.

B. Repairs blades, frames, bodies, tanks, axle housings and doors on snow plows, trucks and other mobile or automotive equipment.

C. Modifies vehicles through the fabrication and/or installation of hydraulic tailgates, special bumpers and towing devices, snow plow devices, and salt spreaders.

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SPECIFICATION NO.: 2205
DATE ISSUED/LAST REVISED: 6/65 3/79

III. SPECIAL FUNCTIONS (TYPICAL DUTIES) (CONT'D)

D. Plans and lays out work from drawings, blueprints, or other written specifications. Determines the proper sequence of work operations for each job and welds all types of joints using established methods.

E. Tempers steel, lays out guidelines of metal parts and cuts metal with cutting torch. Cuts and fits material in preparation for welding and may repair truck bodies, frames, tanks, gears, and axle housings on mobile or automotive equipment.

F. May perform sheet metal duties and make repairs to metal tools and equipment, perform minor repairs in maintaining welding equipment, and set up and maintain all equipment involved in cutting or welding operations.

G. Performs related duties as required; may assist in snow removal operations.

IV. JOB REQUIREMENTS:

A. Knowledge - The Welder must be thoroughly familiar with the procedures, uses and effects of the electric arc, oxyacetylene and heliarc welding methods, including a knowledge of relevant safety procedures and equipment. Incumbents must also have a thorough knowledge of the welding properties of steel, stainless steel, cast iron, bronze, aluminum, nickel, and other metals and alloys.

B. Ability and Skill - Must be able to use standard tools and equipment of the Welding trade and possess a high degree of manual dexterity; must be able to follow sketches and blueprints, understand common welding symbols, measure and lay out work, and perform arithmetic calculations. Must be able to weld from various angles.

C. Physical Effort - Normal trades work.

D. Working Conditions - May work indoors and outdoors in all types of weather. Work involves exposure to intense heat from molten metal requiring the wearing of eyeguards and protective clothing.

E. Licenses or Specialized Training -

1. Possesses a New York City Fire Department Certificate of Fitness and a New York City Certificate of Qualification for structural welding or their equivalent.

2. Possess a valid New York or New Jersey driver's license or, on certain assignments, a Port Authority driver's certificate card (PA 1508A) for Class III type vehicles in addition to a Class III Chauffeur's license if the incumbent is a New York resident

Exhibit B

Table of Salary Ranges Covered by Memorandum of Agreement Between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Effective: 8/23/06 to 8/22/07

Salary Range 51	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$25.8118	$2,064.94	$53,688.44
Step 2 (2nd year)	$26.3798	$2,110.38	$54,869.88
Step 3 (3rd year)	$27.0091	$2,160.73	$56,178.98
Step 4 (4th year & after)	$27.5160	$2,201.28	$57,233.28

Effective: 8/23/07 to 8/22/08

Salary Range 51	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$26.6713	$2,133.70	$55,476.20
Step 2 (2nd year)	$27.2583	$2,180.66	$56,697.16
Step 3 (3rd year)	$27.9085	$2,232.68	$58,049.68
Step 4 (4th year & after)	$28.4323	$2,274.58	$59,139.08

Effective: 8/23/08 to 8/22/09

Salary Range 51	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$27.5594	$2,204.75	$57,323.50
Step 2 (2nd year)	$28.1660	$2,253.28	$58,585.28
Step 3 (3rd year)	$28.8379	$2,307.03	$59,982.78
Step 4 (4th year & after)	$29.3790	$2,350.32	$61,108.32

Effective: 8/23/09 to 8/22/10

Salary Range 51	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$28.4771	$2,278.17	$59,232.42
Step 2 (2nd year)	$29.1039	$2,328.31	$60,536.06
Step 3 (3rd year)	$29.7981	$2,383.85	$61,980.10
Step 4 (4th year & after)	$30.3574	$2,428.59	$63,143.34

Effective: 8/23/10 to 8/22/11

Salary Range 51	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$29.4254	$2,354.03	$61,204.78
Step 2 (2nd year)	$30.0730	$2,405.84	$62,551.84
Step 3 (3rd year)	$30.7904	$2,463.23	$64,043.98
Step 4 (4th year & after)	$31.3683	$2,509.46	$65,245.96

RCC

Exhibit B

Table of Salary Ranges Covered by Memorandum of Agreement Between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Effective: 8/23/06 to 8/22/07

Salary Range 67	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$26.9173	$2,153.38	$55,987.88
Step 2 (2nd year)	$28.0074	$2,240.59	$58,255.34
Step 3 (3rd year)	$29.1589	$2,332.71	$60,650.46
Step 4 (4th year)	$30.2799	$2,422.39	$62,982.14
Step 5 (5th year)	$31.4314	$2,514.51	$65,377.26
Step 6 (6th year)	$32.5064	$2,600.51	$67,613.26
Step 7 (7th year)	$33.6733	$2,693.86	$70,040.36
Step 8 (8th year & after)	$34.7788	$2,782.30	$72,339.80

Effective: 8/23/07 to 8/22/08

Salary Range 67	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$27.8136	$2,225.09	$57,852.34
Step 2 (2nd year)	$28.9400	$2,315.20	$60,195.20
Step 3 (3rd year)	$30.1299	$2,410.39	$62,670.14
Step 4 (4th year)	$31.2883	$2,503.06	$65,079.56
Step 5 (5th year)	$32.4780	$2,598.24	$67,554.24
Step 6 (6th year)	$33.5889	$2,687.11	$69,864.86
Step 7 (7th year)	$34.7946	$2,783.57	$72,372.82
Step 8 (8th year & after)	$35.9369	$2,874.95	$74,748.70

Effective: 8/23/08 to 8/22/09

Salary Range 67	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$28.7399	$2,299.19	$59,778.94
Step 2 (2nd year)	$29.9038	$2,392.30	$62,199.80
Step 3 (3rd year)	$31.1333	$2,490.66	$64,757.16
Step 4 (4th year)	$32.3301	$2,586.41	$67,246.66
Step 5 (5th year)	$33.5595	$2,684.76	$69,803.76
Step 6 (6th year)	$34.7074	$2,776.59	$72,191.34
Step 7 (7th year)	$35.9533	$2,876.26	$74,782.76
Step 8 (8th year & after)	$37.1336	$2,970.69	$77,237.94

Effective: 8/23/09 to 8/22/10

Salary Range 67	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$29.6969	$2,375.75	$61,769.50
Step 2 (2nd year)	$30.8995	$2,471.96	$64,270.96
Step 3 (3rd year)	$32.1700	$2,573.60	$66,913.60
Step 4 (4th year)	$33.4068	$2,672.54	$69,486.04
Step 5 (5th year)	$34.6770	$2,774.16	$72,128.16
Step 6 (6th year)	$35.8631	$2,869.05	$74,595.30
Step 7 (7th year)	$37.1505	$2,972.04	$77,273.04
Step 8 (8th year & after)	$38.3701	$3,069.61	$79,809.86

Exhibit B

Table of Salary Ranges Covered by Memorandum of Agreement Between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Effective: 8/23/10 to 8/22/11

Salary Range 67	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$30.6858	$2,454.86	$63,826.36
Step 2 (2nd year)	$31.9285	$2,554.28	$66,411.28
Step 3 (3rd year)	$33.2413	$2,659.30	$69,141.80
Step 4 (4th year)	$34.5193	$2,761.54	$71,800.04
Step 5 (5th year)	$35.8318	$2,866.54	$74,530.04
Step 6 (6th year)	$37.0574	$2,964.59	$77,079.34
Step 7 (7th year)	$38.3876	$3,071.01	$79,846.26
Step 8 (8th year & after)	$39.6479	$3,171.83	$82,467.58

Exhibit B

Table of Salary Ranges Covered by Memorandum of Agreement Between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Effective: 8/23/06 to 8/22/07

Salary Range 68	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$33.9805	$2,718.44	$70,679.44
Step 2 (2nd year)	$34.6560	$2,772.48	$72,084.48
Step 3 (3rd year)	$35.3009	$2,824.07	$73,425.82
Step 4 (4th year & after)	$35.8385	$2,867.08	$74,544.08

Effective: 8/23/07 to 8/22/08

Salary Range 68	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$35.1120	$2,808.96	$73,032.96
Step 2 (2nd year)	$35.8100	$2,864.80	$74,484.80
Step 3 (3rd year)	$36.4764	$2,918.11	$75,870.86
Step 4 (4th year & after)	$37.0319	$2,962.55	$77,026.30

Effective: 8/23/08 to 8/22/09

Salary Range 68	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$36.2813	$2,902.50	$75,465.00
Step 2 (2nd year)	$37.0025	$2,960.20	$76,965.20
Step 3 (3rd year)	$37.6910	$3,015.28	$78,397.28
Step 4 (4th year & after)	$38.2650	$3,061.20	$79,591.20

Effective: 8/23/09 to 8/22/10

Salary Range 68	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$37.4894	$2,999.15	$77,977.90
Step 2 (2nd year)	$38.2346	$3,058.77	$79,528.02
Step 3 (3rd year)	$38.9461	$3,115.69	$81,007.94
Step 4 (4th year & after)	$39.5393	$3,163.14	$82,241.64

Effective: 8/23/10 to 8/22/11

Salary Range 68	Hourly	Bi-weekly	Annual
Step 1 (1st year)	$38.7378	$3,099.02	$80,574.52
Step 2 (2nd year)	$39.5079	$3,160.63	$82,176.38
Step 3 (3rd year)	$40.2430	$3,219.44	$83,705.44
Step 4 (4th year & after)	$40.8559	$3,268.47	$84,980.22

Exhibit C

Longevity Schedules for Employees Covered by Memorandum of Agreement between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Salary Range 51 - Longevity Amount

Effective 8/23/06

Step 1	**Bi-weekly**	**$2,064.94**
After 8 years		$41.30
After 15 years		$51.62
After 20 years		$72.27
After 22 years		$103.25
Step 2	**Bi-weekly**	**$2,110.38**
After 8 years		$42.21
After 15 years		$52.76
After 20 years		$73.86
After 22 years		$105.52
Step 3	**Bi-weekly**	**$2,160.73**
After 8 years		$43.21
After 15 years		$54.02
After 20 years		$75.63
After 22 years		$108.04
Step 4	**Bi-weekly**	**$2,201.28**
After 8 years		$44.03
After 15 years		$55.03
After 20 years		$77.04
After 22 years		$110.06

Salary Range 51 - Longevity Amount

Effective 8/23/07

Step 1	**Bi-weekly**	**$2,133.70**
After 8 years		$42.67
After 15 years		$53.34
After 20 years		$74.68
After 22 years		$106.69
Step 2	**Bi-weekly**	**$2,180.66**
After 8 years		$43.61
After 15 years		$54.52
After 20 years		$76.32
After 22 years		$109.03
Step 3	**Bi-weekly**	**$2,232.68**
After 8 years		$44.65
After 15 years		$55.82
After 20 years		$78.14
After 22 years		$111.63
Step 4	**Bi-weekly**	**$2,274.58**
After 8 years		$45.49
After 15 years		$56.86
After 20 years		$79.61
After 22 years		$113.73

RCC NB

Exhibit C

Longevity Schedules for Employees Covered by Memorandum of Agreement between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Salary Range 51 - Longevity Amount

Effective 8/23/08

Step 1	**Bi-weekly**	**$2,204.75**
After 8 years		$44.10
After 15 years		$55.12
After 20 years		$77.17
After 22 years		$110.24
Step 2	**Bi-weekly**	**$2,253.28**
After 8 years		$45.07
After 15 years		$56.33
After 20 years		$78.86
After 22 years		$112.66
Step 3	**Bi-weekly**	**$2,307.03**
After 8 years		$46.14
After 15 years		$57.68
After 20 years		$80.75
After 22 years		$115.35
Step 4	**Bi-weekly**	**$2,350.32**
After 8 years		$47.01
After 15 years		$58.76
After 20 years		$82.26
After 22 years		$117.52

Salary Range 51 - Longevity Amount

Effective 8/23/09

Step 1	**Bi-weekly**	**$2,278.17**
After 8 years		$45.56
After 15 years		$56.95
After 20 years		$79.74
After 22 years		$113.91
Step 2	**Bi-weekly**	**$2,328.31**
After 8 years		$46.57
After 15 years		$58.21
After 20 years		$81.49
After 22 years		$116.42
Step 3	**Bi-weekly**	**$2,383.85**
After 8 years		$47.68
After 15 years		$59.60
After 20 years		$83.43
After 22 years		$119.19
Step 4	**Bi-weekly**	**$2,428.59**
After 8 years		$48.57
After 15 years		$60.71
After 20 years		$85.00
After 22 years		$121.43

Exhibit C

Longevity Schedules for Employees Covered by Memorandum of Agreement between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Salary Range 51 - Longevity Amount

Effective 8/23/10

Step 1	**Bi-weekly**	**$2,354.03**
After 8 years		$47.08
After 15 years		$58.85
After 20 years		$82.39
After 22 years		$117.70
Step 2	**Bi-weekly**	**$2,405.84**
After 8 years		$48.12
After 15 years		$60.15
After 20 years		$84.20
After 22 years		$120.29
Step 3	**Bi-weekly**	**$2,463.23**
After 8 years		$49.26
After 15 years		$61.58
After 20 years		$86.21
After 22 years		$123.16
Step 4	**Bi-weekly**	**$2,509.46**
After 8 years		$50.19
After 15 years		$62.74
After 20 years		$87.83
After 22 years		$125.47

RCC NB

Exhibit C

Longevity Schedules for Employees Covered by Memorandum of Agreement between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Salary Range 67 - Longevity Amount

Effective 8/23/06

Step 1	**Bi-weekly**	**$2,153.38**
After 8 years		$43.07
After 15 years		$53.83
After 20 years		$75.37
After 22 years		$107.67
Step 2	**Bi-weekly**	**$2,240.59**
After 8 years		$44.81
After 15 years		$56.01
After 20 years		$78.42
After 22 years		$112.03
Step 3	**Bi-weekly**	**$2,332.71**
After 8 years		$46.65
After 15 years		$58.32
After 20 years		$81.64
After 22 years		$116.64
Step 4	**Bi-weekly**	**$2,422.39**
After 8 years		$48.45
After 15 years		$60.56
After 20 years		$84.78
After 22 years		$121.12
Step 5	**Bi-weekly**	**$2,514.51**
After 8 years		$50.29
After 15 years		$62.86
After 20 years		$88.01
After 22 years		$125.73
Step 6	**Bi-weekly**	**$2,600.51**
After 8 years		$52.01
After 15 years		$65.01
After 20 years		$91.02
After 22 years		$130.03
Step 7	**Bi-weekly**	**$2,693.86**
After 8 years		$53.88
After 15 years		$67.35
After 20 years		$94.29
After 22 years		$134.69
Step 8	**Bi-weekly**	**$2,782.30**
After 8 years		$55.65
After 15 years		$69.56
After 20 years		$97.38
After 22 years		$139.12

Salary Range 67 - Longevity Amount

Effective 8/23/07

Step 1	**Bi-weekly**	**$2,225.09**
After 8 years		$44.50
After 15 years		$55.63
After 20 years		$77.88
After 22 years		$111.25
Step 2	**Bi-weekly**	**$2,315.20**
After 8 years		$46.30
After 15 years		$57.88
After 20 years		$81.03
After 22 years		$115.76
Step 3	**Bi-weekly**	**$2,410.39**
After 8 years		$48.21
After 15 years		$60.26
After 20 years		$84.36
After 22 years		$120.52
Step 4	**Bi-weekly**	**$2,503.06**
After 8 years		$50.06
After 15 years		$62.58
After 20 years		$87.61
After 22 years		$125.15
Step 5	**Bi-weekly**	**$2,598.24**
After 8 years		$51.96
After 15 years		$64.96
After 20 years		$90.94
After 22 years		$129.91
Step 6	**Bi-weekly**	**$2,687.11**
After 8 years		$53.74
After 15 years		$67.18
After 20 years		$94.05
After 22 years		$134.36
Step 7	**Bi-weekly**	**$2,783.57**
After 8 years		$55.67
After 15 years		$69.59
After 20 years		$97.42
After 22 years		$139.18
Step 8	**Bi-weekly**	**$2,874.95**
After 8 years		$57.50
After 15 years		$71.87
After 20 years		$100.62
After 22 years		$143.75

Exhibit C

Longevity Schedules for Employees Covered by Memorandum of Agreement between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Salary Range 67 - Longevity Amount

Effective 8/23/08

Step 1	**Bi-weekly**	**$2,299.19**
After 8 years		$45.98
After 15 years		$57.48
After 20 years		$80.47
After 22 years		$114.96
Step 2	**Bi-weekly**	**$2,392.30**
After 8 years		$47.85
After 15 years		$59.81
After 20 years		$83.73
After 22 years		$119.62
Step 3	**Bi-weekly**	**$2,490.66**
After 8 years		$49.81
After 15 years		$62.27
After 20 years		$87.17
After 22 years		$124.53
Step 4	**Bi-weekly**	**$2,586.41**
After 8 years		$51.73
After 15 years		$64.66
After 20 years		$90.52
After 22 years		$129.32
Step 5	**Bi-weekly**	**$2,684.76**
After 8 years		$53.70
After 15 years		$67.12
After 20 years		$93.97
After 22 years		$134.24
Step 6	**Bi-weekly**	**$2,776.59**
After 8 years		$55.53
After 15 years		$69.41
After 20 years		$97.18
After 22 years		$138.83
Step 7	**Bi-weekly**	**$2,876.26**
After 8 years		$57.53
After 15 years		$71.91
After 20 years		$100.67
After 22 years		$143.81
Step 8	**Bi-weekly**	**$2,970.69**
After 8 years		$59.41
After 15 years		$74.27
After 20 years		$103.97
After 22 years		$148.53

Salary Range 67 - Longevity Amount

Effective 8/23/09

Step 1	**Bi-weekly**	**$2,375.75**
After 8 years		$47.52
After 15 years		$59.39
After 20 years		$83.15
After 22 years		$118.79
Step 2	**Bi-weekly**	**$2,471.96**
After 8 years		$49.44
After 15 years		$61.80
After 20 years		$86.52
After 22 years		$123.60
Step 3	**Bi-weekly**	**$2,573.60**
After 8 years		$51.47
After 15 years		$64.34
After 20 years		$90.08
After 22 years		$128.68
Step 4	**Bi-weekly**	**$2,672.54**
After 8 years		$53.45
After 15 years		$66.81
After 20 years		$93.54
After 22 years		$133.63
Step 5	**Bi-weekly**	**$2,774.16**
After 8 years		$55.48
After 15 years		$69.35
After 20 years		$97.10
After 22 years		$138.71
Step 6	**Bi-weekly**	**$2,869.05**
After 8 years		$57.38
After 15 years		$71.73
After 20 years		$100.42
After 22 years		$143.45
Step 7	**Bi-weekly**	**$2,972.04**
After 8 years		$59.44
After 15 years		$74.30
After 20 years		$104.02
After 22 years		$148.60
Step 8	**Bi-weekly**	**$3,069.61**
After 8 years		$61.39
After 15 years		$76.74
After 20 years		$107.44
After 22 years		$153.48

RCC

Exhibit C

Longevity Schedules for Employees Covered by Memorandum of Agreement between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Salary Range 67 - Longevity Amount

Effective 8/23/10

Step 1	**Bi-weekly**	**$2,454.86**
After 8 years		$49.10
After 15 years		$61.37
After 20 years		$85.92
After 22 years		$122.74
Step 2	**Bi-weekly**	**$2,554.28**
After 8 years		$51.09
After 15 years		$63.86
After 20 years		$89.40
After 22 years		$127.71
Step 3	**Bi-weekly**	**$2,659.30**
After 8 years		$53.19
After 15 years		$66.48
After 20 years		$93.08
After 22 years		$132.97
Step 4	**Bi-weekly**	**$2,761.54**
After 8 years		$55.23
After 15 years		$69.04
After 20 years		$96.65
After 22 years		$138.08
Step 5	**Bi-weekly**	**$2,866.54**
After 8 years		$57.33
After 15 years		$71.66
After 20 years		$100.33
After 22 years		$143.33
Step 6	**Bi-weekly**	**$2,964.59**
After 8 years		$59.29
After 15 years		$74.11
After 20 years		$103.76
After 22 years		$148.23
Step 7	**Bi-weekly**	**$3,071.01**
After 8 years		$61.42
After 15 years		$76.78
After 20 years		$107.49
After 22 years		$153.55
Step 8	**Bi-weekly**	**$3,171.83**
After 8 years		$63.44
After 15 years		$79.30
After 20 years		$111.01
After 22 years		$158.59

Exhibit C

Longevity Schedules for Employees Covered by Memorandum of Agreement between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Salary Range 68 - Longevity Amount

Effective 8/23/06

Step 1	**Bi-weekly**	**$2,718.44**
After 8 years		$54.37
After 15 years		$67.96
After 20 years		$95.15
After 22 years		$135.92
Step 2	**Bi-weekly**	**$2,772.48**
After 8 years		$55.45
After 15 years		$69.31
After 20 years		$97.04
After 22 years		$138.62
Step 3	**Bi-weekly**	**$2,824.07**
After 8 years		$56.48
After 15 years		$70.60
After 20 years		$98.84
After 22 years		$141.20
Step 4	**Bi-weekly**	**$2,867.08**
After 8 years		$57.34
After 15 years		$71.68
After 20 years		$100.35
After 22 years		$143.35

Salary Range 68 - Longevity Amount

Effective 8/23/07

Step 1	**Bi-weekly**	**$2,808.96**
After 8 years		$56.18
After 15 years		$70.22
After 20 years		$98.31
After 22 years		$140.45
Step 2	**Bi-weekly**	**$2,864.80**
After 8 years		$57.30
After 15 years		$71.62
After 20 years		$100.27
After 22 years		$143.24
Step 3	**Bi-weekly**	**$2,918.11**
After 8 years		$58.36
After 15 years		$72.95
After 20 years		$102.13
After 22 years		$145.91
Step 4	**Bi-weekly**	**$2,962.55**
After 8 years		$59.25
After 15 years		$74.06
After 20 years		$103.69
After 22 years		$148.13

RCC

Exhibit C

Longevity Schedules for Employees Covered by Memorandum of Agreement between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Salary Range 68 - Longevity Amount

Effective 8/23/08

Step 1	**Bi-weekly**	**$2,902.50**
After 8 years		$58.05
After 15 years		$72.56
After 20 years		$101.59
After 22 years		$145.13
Step 2	**Bi-weekly**	**$2,960.20**
After 8 years		$59.20
After 15 years		$74.01
After 20 years		$103.61
After 22 years		$148.01
Step 3	**Bi-weekly**	**$3,015.28**
After 8 years		$60.31
After 15 years		$75.38
After 20 years		$105.53
After 22 years		$150.76
Step 4	**Bi-weekly**	**$3,061.20**
After 8 years		$61.22
After 15 years		$76.53
After 20 years		$107.14
After 22 years		$153.06

Salary Range 68 - Longevity Amount

Effective 8/23/09

Step 1	**Bi-weekly**	**$2,999.15**
After 8 years		$59.98
After 15 years		$74.98
After 20 years		$104.97
After 22 years		$149.96
Step 2	**Bi-weekly**	**$3,058.77**
After 8 years		$61.18
After 15 years		$76.47
After 20 years		$107.06
After 22 years		$152.94
Step 3	**Bi-weekly**	**$3,115.69**
After 8 years		$62.31
After 15 years		$77.89
After 20 years		$109.05
After 22 years		$155.78
Step 4	**Bi-weekly**	**$3,163.14**
After 8 years		$63.26
After 15 years		$79.08
After 20 years		$110.71
After 22 years		$158.16

Exhibit C

Longevity Schedules for Employees Covered by Memorandum of Agreement between The Port Authority of New York and New Jersey and the Union of Automotive Technicians

Salary Range 68 - Longevity Amount

Effective 8/23/10

Step 1	**Bi-weekly**	**$3,099.02**
After 8 years		$61.98
After 15 years		$77.48
After 20 years		$108.47
After 22 years		$154.95

Step 2	**Bi-weekly**	**$3,160.63**
After 8 years		$63.21
After 15 years		$79.02
After 20 years		$110.62
After 22 years		$158.03

Step 3	**Bi-weekly**	**$3,219.44**
After 8 years		$64.39
After 15 years		$80.49
After 20 years		$112.68
After 22 years		$160.97

Step 4	**Bi-weekly**	**$3,268.47**
After 8 years		$65.37
After 15 years		$81.71
After 20 years		$114.40
After 22 years		$163.42

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EXHIBIT D

SICK ABSENCE CONTROL PROGRAM

In computing sick absences, one (1) day of sick absence or any number of consecutive working days of sick absence will be considered as one (1) occasion of sick absence.

When sick absences occur immediately prior to and immediately following a holiday, the holiday shall be treated as a sick day.

During the term of this Memorandum of Agreement, employees in the covered membership will be eligible for payment under PAI 20-3.03 attached as Exhibit K-3 as revised through July 1, 1968 for occasions of sick absences as follows:

1st and 2nd occasion of absence in calendar year - full pay
3rd and 4th occasion of absence in calendar year - no pay - 1st day
5th occasion of absence in calendar year - no pay - 1st three days
6th and subsequent absences in calendar year - no pay

Only the first occasion of sick absence in a calendar year due to an injury on duty will not be counted as an occasion of sick absence. All subsequent occasions of absence in the same or any other calendar year due to such injury on duty will be counted as an occasion of sick absence. Notwithstanding the immediately preceding sentence, 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 (OMS) will not be treated as an occasion of sick absence. Employees returned on a conditional basis must return to OMS to be re-evaluated on a bi-weekly basis, thereafter, in order that a medical determination may be made whether or not the conditional basis of such a return may be removed. Any sick absence requiring overnight hospitalization shall not be considered as an occasion of sick absence under the Sick Absence Control Program.

In situations in which there is a 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 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 employee a list of at least three (3) physicians from among whom the employee shall 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 the OMS shall provide an additional list to the employee, provided that the employee makes such request in writing to the OMS within three (3) working days of the employee's receipt of the first list. The opinion of that 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 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 employee, and the Union and not subject to the Grievance Arbitration Procedures of this Memorandum of Agreement.

Prior to January 1, 1999, if an employee in the covered membership loses no time during a calendar year due to illness or injury, he will receive, at his option, in the subsequent calendar year either three (3) days' pay at the straight time rate applicable to such employee, or three (3) days of excused time in addition to all other authorized excused days as provided by PAI 20-3.05 annexed hereto as Exhibit "H" revised August 3, 1967, or a combination of such pay and excused time totaling three days, and the scheduling of such excused days off are to be mutually agreeable to the employee and his supervisor. The pro rata schedule for perfect attendance days currently in effect and applicable to those members starting in the UOAT and having perfect attendance for the remainder of that year will be incorporated into the Agreement as follows:

January, February, March	3 days
April, May, June July	2 days

August, September	1 day
October, November, December	0 days

Effective January 1, 1999, if a UOAT employee who has completed his probationary year of PA service achieves perfect attendance in any calendar year during the term of this Memorandum of Agreement, then the employee will receive, in the subsequent calendar year, three (3) days pay at the straight time pay rate applicable to such employee. Employee's entitled to receive pay for perfect attendance days will receive such cash payments (limited to a minimum portion of 1/2 day increments) in the calendar year following the year in which perfect attendance days were earned.

An employee shall receive this payment in the pay period following the pay period in which the employee's request for cash payment is made. Employees requesting payment must do so in writing to the timekeeper, with the supervisor's acknowledgement. The request must include the employees name, employee number, request date, current balance, the amount requested in ½ day (4 hour) increments minimum and the pay period that payment is requested.

On or about December 1, any remaining perfect attendance balance due to an employee will automatically be paid by the final pay period of the year.

The Manager of the Central Automotive Division (or his designee) may discipline an employee who, in his judgment, has been excessively absent up to the equivalent of three (3) days pay, provided that such employee has been warned, in writing, of deteriorating attendance at any time during the preceding twenty-four (24) months. The Manager may discipline an employee who, in his judgment, has been excessively absent, up to the equivalent of five (5) days pay, provided that such employee has previously been disciplined pursuant to this Sick Absence Control Program within the preceding twenty-four (24) calendar months. Any employee may within twenty (20) days, appeal such discipline to his

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Department Director. The Department Director's decision may be appealed within twenty (20) days to the Director of Human Resources, whose determination shall be subject to the Grievance Arbitration Procedure contained herein.

The provisions of the preceding paragraph shall not be deemed to preclude the Port Authority from instituting disciplinary action for excessive sick absences under the regulations promulgated by the Executive Director in accordance with the Tenure of Office Resolution.

The provision of PAI 20-3.03 as revised through July 1, 1968, entitled "Sick Leave" shall, except as modified by the provisions of this Exhibit "D", apply to the covered membership and shall not be further revised with respect to the covered membership during the term of this Memorandum of Agreement.

EXHIBIT E

GRIEVANCE ARBITRATION PROCEDURE

The Port Authority and the Union agree that the procedure for processing grievances with respect to the alleged violation of any provision (other than Section X. Paragraph A) of the Memorandum of Agreement shall be as follows:

A. Policy

Employees in the covered membership 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 the Union.

B. Definitions

Pursuant to the Memorandum of Agreement to which this Grievance Procedure is annexed as Exhibit "E." and for the purposes of this Exhibit:

1. A grievance is a complaint limited to any dispute concerning the application or interpretation by the Port Authority of any provision expressly set forth in this Memorandum of Agreement (other than Section X. Paragraph A) which application or interpretation is alleged to constitute a violation of the Memorandum of Agreement or any provision thereof.

   The processing of a complaint by the Port Authority pursuant to this Grievance Procedure shall not constitute

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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 the Memorandum of Agreement.

2. Disciplinary Charges and Specifications ("Charges") or Notice of Intention to Discipline ("NOI") shall mean Charges and NOIs filed on or after the date of execution of this Memorandum of Agreement pursuant to Disciplinary Procedures annexed as Exhibit "P".

C. Procedures

Grievances and Disciplinary Charges or NOIs as defined in Paragraph B. above shall be processed as follows:

1. Step One: Initial Processing of Grievance

A written grievance shall be submitted by the grievant in writing on Port Authority Employee Grievance forms to the Facility Manager or his designee with a copy to the Labor Relations Manager, Labor Relations Department and a copy to the Union 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. In situations where the Union is not the grievant, the Port Authority must provide the Union with a copy of the written appeal. The Facility Manager or designee must respond 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, the Union or the grievant may submit an appeal of the grievance in

writing stating the grounds thereof within twenty (20) working days thereafter to the Labor Relations Manager. The Labor Relations Manager 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 Labor Relations Manager 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 the Union or his designee shall have the exclusive 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 Labor Relations Manager, within twenty (20) working days following receipt of the Step Two determination or the date the Step Two determination was due.

b. If the President of the Union demands arbitration, upon sending a written demand for arbitration to the Labor Relations Manager, or if, in accordance with the Disciplinary Procedure Exhibit "P", the Assistant General Counsel Employment Relations of the Law Department elects to refer Charges or a NOI to arbitration, with written notice to the President of the Union and the Attorney for the Union the matter will be referred to an arbitrator selected from the American Arbitration Association's Labor Panel.

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, the Union and the grievant(s) or the employee(s) covered by the Charges or NOI ("charged employee") or 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. 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 the Union 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, the Union, and the Attorney for the Union 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") 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 thirty (30) days prior to the date that 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

1. The grievant is entitled to Union representation at each Step of this Grievance Procedure. The Union 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 Union will be notified by the Port Authority of all Step One and Step Two grievance meetings and shall have the right to be present and to offer statements at any grievance Step meeting.

2. The grievant(s), the Union representatives, and any witness(es) shall be excused from duty pursuant to present practice for the processing of grievances and attendance at hearings. All excusal requests must be presented to the Labor Relations Manager or designee not less 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 to submit the grievance directly to the Labor Relations Manager as provided for in Step Two 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 Union 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 the procedure may be extended by mutual agreement in writing.

EXHIBIT F

Office of the Executive Director The Port of New York Authority	Revised	PAI 20-3.01 November 24, 1971

VACATIONS

I. Introduction

This instruction outlines the policy and operating procedures on vacations granted to Port Authority employees.

II. Policy

A. The Port Authority grants vacation in the belief that it contributes to the good health and well-being of the staff and is, therefore, mutually beneficial to the employee and the organization.

B. Permanent, probationary and project employees of the Port Authority (other than police) are granted vacations of up to five weeks yearly, depending on length of service, job classification and certain other factors defined in the attachments to this instruction. For certain categories of employees, vacation days in excess of the normal schedule may be granted as one form of compensation.

C. Members of the Police Force receive vacations of up to 27 days yearly, depending on length of police service.

D. 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, or the Commendation Medal/Police Commendation Medal receive extra days of vacation as specified in Attachment B to this instruction.

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

III. Operating Rules

A. Attachment A outlines the operating rules for the administration of the vacations policy.

B. Attachment B, Port Authority Vacation Allowance Table, shows the specific vacation allowances for the various categories of employees during their first year of employment, in subsequent years and upon termination of employment. It also covers extra vacation days granted to employees awarded medals.

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OPERATING RULES - VACATIONS

I. Vacation Scheduling for Pay Plan C 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 perio 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 maxim periods of two weeks in order of their Port Authority seniority.

B. Employees entitled to three or four weeks vacation, wishing to ta it all in a single period will do so in seniority order 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. 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 I, Attachment B, plu any vacation days carried over from previous years. After subtractin 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 pay check before the leave begins. However, if at the time the leave begins, vacation has been taken in excess of vacation due in accordanc 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 or maternity or long term military leaves 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 II, Attachment B, Port Authority Vacation Allowance Table.

III. 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).

IV. 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 may not be charged as as a sick absence. If an employee is hospitalized for one night or more while on vacation, only the days of such 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 a 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 or injury, whether work connected or not, and who has received 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 the appropriate action to be taken in such cases.

V. Vacation Carryover

A. Vacation must be taken in the year in which it is earned, unless special permission for accumulation of vacation allowance from one year to the next is granted by the Personnel Director. Such permission must be obtained prior to the end of the year in which the vacation is earned. Department heads may authorize carry-over of vacations of five days or less. An exception to this rule is specified in VI. B. below.

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VI. Additional Vacation Allowance for Middle and Executive Management Staff

A. Under the plan, authorized on May 13, 1971, for compensation adjustments for Professional, Managerial and Executive staff in salary ranges 6 through 13, employees in these categories could choose additional vacation days as one of several forms of additional compensation.

B. These additional vacation days, if opted for, were credited to the employee's annual vacation allowance in 1971 and will be so credited on the first day of each succeeding year. They may be taken as paid time off each year or, with the approval of Department Directors, may be accumulated indefinitely.

C. If these additional vacation days are not taken as paid time off, they will be paid for only on retirement and on the basis of the employee's salary rate in effect at that time.

D. Because of the indefinite carryover provision of this plan, specified in B above, those responsible for maintaining timekeeping records should record these additional vacation days separately from the standard vacation day tally on the appropriate document(s).

VII. 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, 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 of force, or after dismissal or resignation, his service prior to such separation, dismissal or resignation is not included unless specifically approved by the Personnel 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.

B. Prior to the issuance of this instruction, the manner of determining length of service for the purpose of computing vacation allowances was, in some cases, different from the above. As a result of the previous policy, certain employees have, in the past, received greater vacation allowances than they would be entitled to in accordance with A, 3 and 5, above. It is not the intent of this instruction to reduce the future vacation allowance of any such employees. Any questions with respect to specific cases should be directed to the Personnel Director.

VII. Vacation Allowance on Separation - Non-Police Employees

A. Vacation allowance on separation will be reduced by any vacation already taken in the calendar year in which separation occurs, unless such vacation was carried over from a previous year. However, if at the time of separation 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.

B. Regardless of his termination date, an employee in good standing who has 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, minus any used vacation time, provided he was present at work for at least one day during the calendar year.

C. An employee in good standing who is separated for any reason before the completion of nine months' service, and employees who are discharged for cause, including resignation 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. Any employee 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 Par. 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.

IX. Vacation Allowances on Separation - Police Employees

A. Vacation allowances on separation will be reduced by any vacation or days off in lieu of holidays taken in the calendar year in which separation occurs, unless such days were carried over from a previous year (see PAI 20-3.02).

B. 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.

C. 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, regardless of his termination date, for the calendar year in which his services terminate, minus any used vacation time, provided he was present at work for at least one day during the calendar year.

D. 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.

E. 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 Par. 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.

PORT AUTHORITY VACATION ALLOWANCE TABLE

I. Port Authority (Non-Police) Employees, Except Those Covered in Part III, Below

Up to the year in which the fifth anniversary occurs, the annual vacation allowance is 10 days. Beginning January 1 of the year in which the fifth anniversary occurs, and thereafter, the following schedule will apply, except for terminating employees.

If the Anniversary Occurs From:		And the Anniversary Year is:					
		5th	6-9th	10th	11-24th	25th	26th et seq.
Jan. 1 to Aug. 31	The vacation allowance* is:	15	15	20	20	25	25 days
Sept. 1 to Sept. 30		14	15	19	20	24	25
Oct. 1 to Oct. 31		13	15	18	20	23	25
Nov. 1 to Nov. 30		12	15	17	20	22	25
Dec. 1 to Dec. 31		11	15	16	20	21	25

* For Pay Plan C (non-police) employees, add one day. This day should not be scheduled until after all other vacation is used, or the fourth quarter of the calendar year. It may be used for any reason not covered by excused absence.

During Calendar Year in Which First Employed

If the Appointment Month is:	The Vacation Allowance is:
January*	10 days
February*	9
March*	8
April*	7
May*	6
June*	5
July	4
August	3
September	2
October	1
November	0
December	0

* For Pay Plan C (non-police) employees, add one day.

On Termination (also see Attachment A, Par. VII)

If the Month of Termination is:	And the Completed Year of Service is: 0-5 yrs.	6-10	11-24	25 et seq.
January	1 day	1	2	2
February	2	3	3	4
March	2	4	5	6
April	3	5	7	8
May	4	6	8	10
June	5	8	10	12
July	6	9	12	15
August	7	10	13	17
September	7	11	15	19
October	8	13	17	21
November	9	14	18	23
December	10	15	20	25

For Pay Plan C (non-police) employees, terminating June 1 or later, add 1 day.

In cases of termination because of reduction in force, retirement or death, regardless of the date of termination, the employee is considered to have earned the full vacation allowance for the year.

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II. Employees Returning From Leave of Absence

If the Month of Return is:		And the Employee's standard vacation allowance is: 10 days	15 days	20 days	25 days
January		10	15	20	25
February	Then the	9	14	18	23
March	vacation	8	13	16	21
April	allowance	7	11	15	19
May	is the	7	10	14	17
June	year of	6	9	12	15
July	Return	5	8	10	13
August	From	4	6	8	11
September	Leave is:	3	5	6	9
October		2	3	4	7
November		1	2	3	5
December		0	0	2	3

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II. Certain Middle Management And All Executive Management Employees

A. Unless they are covered by paragraph B or C, below:

— All Pay Plan B employees in levels 4 through 7, other than those who receive overtime or extra duty compensation, receive 15 days vacation regardless of their length of service, through the 9th year of service. Thereafter, the schedule in Part I, above, applies.

— All Pay Plan B employees in levels 8 and above receive 20 days vacation regardless of their length of service, through the 24th year of service. Thereafter, the schedule in Part I, above, applies.

B. Beginning January 1, 1972, for a newly promoted employee in one of the categories cited in A above, the vacation allowance in the calendar year in which he is promoted is as follows unless, by virtue of length of service, he is already entitled to longer vacation:

If promoted during:			For Levels 4-7	For Level 8 and above
Jan.	– Feb.		15 days	20 days
Mar.	– Apr.	The	14	19
May	– June	vacation	13	18
July	– August	allowance	12	17
Sept.	– Oct.	is:	11	16
Nov.	– Dec.		As shown in Part I above	

C. For newly hired employees in the categories cited in A above, the vacation allowance in the first calendar year of employment is as follows:

Appointment Month	Levels 4-7	Levels 8 and above
January	15 days	20 days
February	14	18
March	13	17
April	11	15
May	10	13
June	9	12
July	8	10
August	6	8
September	5	7
October	4	5
November	3	3
December	1	2

IV. All Police Employees

During Calendar Year in Which First Employed

Appointment Month	Vacation Days
January	20
February	18
March	17
April	15
May	13
June	12
July	10
August	8
September	7
October	5
November	3
December	2

Up to the Third Anniversary year, the vacation allowance is 20 days. Thereafter, the following schedule will apply, except to terminating employees.

Anniversary Date	And the Anniversary year is: 3rd	4th et seq.
Jan. 1 - Feb. 14	27 days	27 days
Feb. 15 - Apr. 15	26	27
Apr. 16 - June 15	25	27
June 16 - Jul. 15	24	27
Jul. 16 - Sept. 15	23	27
Sept. 16 - Nov. 15	22	27
Nov. 16 - Dec. 15	21	27
Dec. 16 - Dec. 31	20	27

Police employees in Pay Plan C receive 1 additional day of vacation to be used for any reason not covered by excused absence.

On Termination
(See also Attachment A, Par. IX)

If the month of Termination is	And the completed year of service is: 0-3 years	4 or more
January	2 days	2 days
February	3	5
March	5	7
April	7	9
May	8	11
June	10	14
July	12	16
August	13	18
September	15	20
October	17	23
November	18	25
December	20	27

V. Extra Vacation Allowances

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

Middle and executive management staff may be granted additional vacation allowance by the Personnel Department as part of their total compensation and this special vacation allowance may be carried forward each year with the approval of the employee's Department Director. (See Attachment A, Par. VI.

EXHIBIT G

Union of Automotive Technicians

LOCAL 563, A.F.L.-C.I.O.

43 LANDVIEW DRIVE

DIX HILLS, NEW YORK 11746

516-271-6231

VITO BRAGAS, President

JOHN LYNCH, Vice Pres.
ALFRED G. OSTERWEIL, Genl. Counsel

MICHAEL AMODIO, Fin. Se
ROBERT O'SHEA, Rec. Sec

REVISED October 25, 1988

UNION OF AUTOMOTIVE TECHNICIANS GUIDELINES FOR PERMANENT, TEMPORARY, AND PROVISIONAL TRANSFERS

1- ALL TRANSFERS WILL BE MADE IN ACCORDANCE TO SENIORITY.

2- ALL SHOP STEWARDS WILL BE NOTIFIED BY THE VICE PRESIDENT, A MEMBER OF THE TRANSFER COMMITTEE, AS TO AVAILABLE TRANSFERS.

3- THE SHOP STEWARD IN TURN WILL MEET WITH THE EMPLOYEES IN HIS SHOP, AND GIVE FULL DETAILS OF THE TRANSFER.

4- THE EMPLOYEES AT THE RESPECTIVE SHOPS WILL INDICATE THEIR PREFERENCE, BY SIGNING THEIR NAMES ON A SIGN IN SHEET, PROVIDED BY THE SHOP STEWARD.

5- A LIST OF NAMES OF ANY EMPLOYEES WHO WERE NOT CONTACTED, DUE TO VACATION SICKNESS, ETC. WILL BE SENT TO THE VICE PRESIDENT, WHO WILL MAKE THE FINAL CONTACT WITH THOSE MEMBERS.

6 ALL EMPLOYEES HAVE 24 HOURS TO MAKE THEIR DECISIONS, COMMENCINING FROM THE TIME THEY WERE NOTIFIED BY THEIR SHOP STEWARD.

7- PERMANENT TRANSFERS ARE FINAL AFTER THE 24 HOUR PERIOD. ALL VOLUNTARY TRANSFERS WITH THE EXCEPTION OF TEMPORARY AND PROVISIONAL TRANSFERS MAY NOT SUBMIT FOR ANOTHER TRANSFER FOR A PERIOD OF 6 MONTHS.

8- TEMPORARY TRANSFERS WILL NOT BE MADE FOR LONGER THAN NINETY (90) DAYS, UNLESS THEY ARE FOR MEDICAL REPLACEMENTS IN WHICH CASE THE TERM MAY BE RENEWED UNTIL THERE IS A PERMANENT DISPOSITION THE CASE. IN THE CASE OF A MEDICAL REPLACEMENT THE MEMBERS WILL BE MADE AWARE OF THE POSSIBILITY OF A LONG TERM TEMPORARY ASSIGNMENT, AND BID ACCORDINGLY.

Exhibit G

Union of Automotive Technicians

LOCAL 563, A.F.L.-C.I.O.

43 LANDVIEW DRIVE

DIX HILLS NEW YORK 11746

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GUIDELINES FOR PERMANENT, TEMPORARY AND PROVISIONAL TRANSFERS

9- PROVISIONAL TRANSFERS: AN EMPLOYEE ACCEPTING A PROVISIONAL POSITION WILL HAVE NINETY (90) DAYS TO RETURN TO THEIR FORMER POSITION WITHOUT LOSS OF SENIORITY OF FORMER FACILITY, IN WHICH CASE ALL EMPLOYEES MOVED PROVISIONALLY, AS A RESULT OF THAT TRANSFER WILL RETURN TO THEIR PRIOR FACILITIES IMMEDIATELY AFTER THE NINETY (90) DAY PERIOD ALL PROVISIONAL MOVES BECOME PERMANENT, AND SHOULD THE EMPLOYEE WHO ACCEPTED THE ORIGINAL PROVISIONAL POSITION, VOLUNTARILY OR INVOLUNTARILY RETURN AFTER THAT PERIOD, SUCH EMPLOYEE WILL BE ASSIGNED TO THE FACILITY THAT IS AVAILABLE, AND LOSE 1 DAY OF IN GRADE SENIORITY FOR EVERY DAY OVER THE NINETY (90) DAY PERIOD.

ALL EMPLOYEES WHO ACCEPT PROVISIONAL POSITIONS AS A RESULT OF THE ABOVE TYPE MOVE, ARE ABLE TO BID ON OTHER POSITIONS UP TO NINETY (90) DAYS. AFTER THE NINETY (90) DAYS THE SIX MONTH RULE APPLIES.

EMPLOYEES WHO MADE PROVISIONAL TRANSFERS MAY NOT RETURN TO THEIR PRIOR FACILITIES DURING THE PROVISIONAL PERIOD, EXCEPT THROUGH THE TRANSFER PROCEDURE.

10- THE ABOVE PARAGRAPHS SHALL BE AMENDED BY THE NEWLY NEGOTIATED XXIX E OF THIS MEMORANDUM OF AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TWO PROVISIONS, THE INTENT AND MEANING CONTAINED IN XXIX E SHALL PREVAIL.

PRESIDENT Vito Bragas

VICE PRESIDENT John J. Lynch

FINANCIAL SEC. Michael Amodio

RECORDING SEC. Robert M. O'Shea

VB

RCC

EXHIBIT H

Change Notices 45 & 63

Office of the Executive Director The Port of New York Authority	Revised	PAI 20-3.05 August 3, 1967

EXCUSED ABSENCES

I. Introduction

This instruction describes the Port Authority's policy regarding excused absence 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 12/28/6

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 5/15/70

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Rec -

EXHIBIT I

PRE-RETIREMENT SEMINARS

GUIDELINES

Central Automotive Division staff who have established a goal to retire within the next few years are encouraged to attend the Port Authority's Pre-Retirement Planning Program. This program offers an extensive array of information and resources to help employees plan for retirement.

Background

Historically, the Port Authority's Pre-Retirement Planning Program is oversubscribed even shortly after its schedule is announced. Consequently, interested staff who have not filed their retirement papers are then selected, usually on a first-come, first-enrolled basis. Unfortunately those individuals who have made definite plans to retire within a few years are not always enrolled first. Therefore, to maximize enrollment of those individuals who are approaching retirement and have made definite plans for retirement, the following guidelines should be followed by CAD staff.

Guidelines for Enrollment

1. Everyone who has filed their retirement papers and who have not attended a pre-retirement classes within the past three years.

2. Everyone who is at least 50 years old and who plan to retire within the next five years, provided they have not attended a pre-retirement class within the past three years.

3. To prevent an individual from attending these seminars every three years after they attain the age of 50, regardless of establishing definite plans, the following guidelines will apply. After attending the seminar twice over a six year period, the individual will not be approved for their third enrollment unless he/she has filed retirement papers and provided the third enrollment occurs at least three years after their last seminar.

In the event that enrollment in the program is limited to a number of employees, the following "order of enrollment" will be followed:

- Individuals who have filed their retirement papers with the NYS Retirement System.
- Age of employees. The oldest individuals will be enrolled first.
- Seniority of PA employment. If the age of individuals are the same, the individual's PA service seniority will be considered. More senior individuals will precede less senior staff.

It is important to note that these are guidelines and, therefore, there are situations which need to be evaluated on a case-by-case basis.

NB RCC

EXHIBIT J

CONSOLIDATION OF AUTOMOTIVE MECHANICS

The following is the negotiated agreement for the consolidation of the Automotive Mechanic - Light Vehicle and Automotive Mechanic - Heavy Vehicle classes with a single salary range attached as Range 67.

NEW HIRES

In the future, all vacancies for Automotive Mechanic - Heavy Vehicle will be filled from a single consolidated class. Prior to their employment, candidates will qualify through the testing process. Individuals hired into the consolidated range will be subject to the normal probationary period after which they will automatically progress through each step of the range based on the same criteria currently applicable to ingrade salary progression for Automotive Mechanics - Heavy Vehicle.

INCUMBENT AUTOMOTIVE MECHANICS - LIGHT VEHICLE

Those individuals currently on staff in the classification of Automotive Mechanic - Light Vehicle will be required to undergo uniform training. Employees who have been at the top step of the Automotive Mechanic - Light Vehicle range for a year or more will immediately progress to Step 5 of Range 67. Training will be provided to individuals in order of their seniority as Automotive Mechanic - Light Vehicle. All employees will progress in salary Range 67 on their anniversary dates except those employees who have been redlined and have received a new anniversary date.

The training required of the Automotive Mechanics - Light Vehicle on staff will consist primarily of courses in hydraulics, diesel engines, four-wheel drive and pneumatics. It is estimated that the duration of this training will be approximately 120 hours, no less than one-half of which will be provided during the employees' normal working hours, not to exceed 60 hours. The balance of the training will be undertaken on Saturdays or after normal work hours and employees will be compensated at overtime rates. Management will make every effort to arrange the training to accommodate each employee's personal circumstance.

Employees in training will progress in the salary range, except upon a demonstrable showing by the employer that they have not acquired the knowledge and skills necessary for them to perform as Automotive Mechanic - Heavy Vehicle.

Employees currently in the classes of Welder, Machinist and Automotive Painter will remain in Range 67. The starting rate for new employees in the classes of Welder, Machinist and Automotive Painter will be Step 5 of Range 67.

EXHIBIT K-1

Office of the Executive Director

The Port Authority of New York and New Jersey

Revised

PAI 15-3.05
March 28, 1977

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.

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.

Office of the Executive Director
The Port of New York Authority

PAI 20-3.02
June 7, 1971

PORT AUTHORITY HOLIDAYS

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 (other than police and employees of the Trade Development Offices) and those temporary employees compensated by means other than hourly rates of pay are entitled to the eleven full day paid holidays enumerated below, subject to the conditions set forth in the following paragraphs and in Exhibit A, attached.

New Year's Day	January 1
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	Fourth Monday in October
Election Day	Tuesday after the first Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

B. All Pay Plan B, EXB and DB, and non-field Pay Plan C and DC employees are given the Friday following Thanksgiving Day as a paid holiday in lieu of either Lincoln's Birthday or Election Day, as determined annually by the Personnel Director. In addition, these employees are entitled to paid half-holidays on Good Friday and on Christmas Eve when it falls on a Monday, Tuesday, Wednesday or Thursday (offices normally will close at Noon on any half-day holiday).

C. Holiday Substitute Days:

1. When a full-day paid holiday occurs on a Sunday, Pay Plan B, EXB and DB, and non-field Pay Plan C and DC employees are entitled to the following Monday off with pay. When a full-day paid holiday occurs on a Saturday, these employees are entitled to the preceding Friday off with pay.

2. All field employees (including Pay Plan F) are entitled to the eleven paid holidays listed in Par. A, above, but if the employee must work on the holiday or if it falls on his scheduled regular day off, a substitute paid day off in lieu of the actual holiday is arranged.

D. 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.

E. Holiday Policy for Police Employees

1. In lieu of holidays on which they are required to work, members of the police force are allowed paid days off. Police Officers and Police Superior Officers are allowed 11 and 10 days respectively.

F. Holidays for Domestic and Overseas Trade Development Offices

Domestic and Overseas Trade Development Offices observe American national holidays which are traditionally observed in the community in which they are located. In addition, individual offices observe other holidays in accordance with the custom of their headquarters city, as approved by the Personnel Director.

III. Exhibit A attached contains the detailed operating rules and procedures applicable to Port Authority Holidays.

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RCC

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 $7\frac{1}{4}$ hours; plus

(3) premium compensation at one and one-half times his regular rate of pay for all authorized holiday hours worked beyond $7\frac{1}{4}$ 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 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 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.

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EXHIBIT K-3

Change Notice 48 incorporated

Office of the Executive Director
The Port of New York Authority

PAI 20-3.03
Revised 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 (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.

M 48
3/16/68

6. Service as a full-time temporary employee is not included, provide no interruption in employment exceeding five calendar days at the time his statu 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.

Change Notices No. 88 and 100 incorporated herein

Office of the Executive Director
The Port of New York Authority

PAI 20-3.08
Revised November 16, 1970

OVERTIME COMPENSATION AND SPECIAL PAYMENTS

I. Introduction

A. This instruction outlines Port Authority policy pertaining to compensation for overtime work and special payments for various other services performed by certain employees.

B. This instruction contains the following sections:

II. Policy
III. Pay Plan C (non-police) Employees' Overtime
IV. Other Employees' Overtime
Exhibit A - General Rules and Procedure - Overtime and Special Payments

C. Descriptions of the policy and procedure related to specific applications of overtime compensation and special payments are contained in a series of individual Operating Instructions. These are numbered similarly to PAI's except that Operating Instructions (OPI's) contain an "x" after the number which defines the section of the Administrative Manual to which the instruction applies (see Table of Contents in the Administrative Manual).

II. Policy

A. Overtime

1. Port Authority policy is to schedule work within the normal working hours whenever practicable. Managers and supervisors should anticipate avoidable overtime work on the part of their subordinates and take constructive steps to eliminate any need for overtime assignments through such means as efficient rescheduling of activities, making procedural improvements and establishing and maintaining effective performance standards.

2. When overtime work is essential and properly authorized, all Pay Plan C employees and those Pay Plan B employees designated as Pay Plan E (formerly EXB), all Pay Plan F and all Pay Plan D personnel are compensated for work performed in excess of their normal work schedules subject to the provisions of this PAI and its related Operating Instructions, where applicable.

B. Special Payments and Premium Compensation

Premiums and special payments for various types of services performed are made to certain employees in accordance with policy announcements by the Personnel Director and/or contained in related Operating Instructions. For example, these benefits presently include the following (also see Exhibit A):

1. Shift Differential Payments - all Pay Plan C (non-police) Employees (see OPI 20-3x.06).

2. Compensation for Holiday Work (see PAI 20-3.02, Section II).

3. Work Schedule Change Premiums - all Pay Plan C (non-police) Employees (see PAI 20-3.07).

4. Differential Pay - Lead Electrician (see Personnel Information Bulletin No. 28).

5. Work in Higher Classes Compensation - T.W.U. Classes Only (see OPI 20-3x.15).

III. Pay Plan C (non-police) Employees' Overtime

A. Field Employees

Permanent, probationary and project Pay Plan C field personnel (other than police) are compensated at one and one-half times their regular hourly rate of pay for all authorized work in excess of their normal bi-weekly work schedules. Normal work schedules for all Pay Plan C field employees average 80 hours of work bi-weekly. If in any payroll period the employee's work schedule calls for more or less than 80 hours of work, the employee is compensated for overtime work in excess of the work schedule only. For example, if the employee is scheduled to work 72 hours during the payroll period, he is compensated at time and one-half rates for all authorized work beyond 72 hours. Similarly, if the work schedule calls for 88 hours of work during the payroll period, premium compensation is paid for all authorized work over 88 hours.

B. Non-Field Employees

1. Permanent, probationary and project Pay Plan C non-field personnel receive one and one-half times their regular hourly rate of pay for all authorized work in excess of 40 hours in each week. However, because

their standard work schedule calls for $36\frac{1}{4}$ hours per week, they are compensated at straight time rates for the first 3-3/4 hours of authorized overtime worked during a one-week period, except as provided in Par. B-2 below and in PAI 20-3.02, Par. II, B.

2. If a Pay Plan C non-field employee is called in to work on any day which is scheduled to be a regular day off, he is compensated at one and one-half times his regular hourly pay rate for all authorized hours worked on that day, provided that the employee does not owe compensatory time, in which case, the negative compensatory time balance is reduced hour for hour before any premium is applied to the remainder of the overtime hours. CN-1 1/11/

C. Temporary and Part-Time Employees

1. Temporary Pay Plan C field employees and part-time employees (e.g., food catering, janitorial, cleaning, etc.) are paid at straight time rates for work performed up to a total of 80 hours in a bi-weekly pay period. All authorized work in excess of 80 hours in the period is compensated at one and one-half times their hourly pay rate.

2. Temporary Pay Plan C non-field personnel receive one and one-half times their regular hourly rate of pay for all authorized work in excess of 40 hours in each week. However, because their standard work schedule calls for $36\frac{1}{4}$ hours per week, they are compensated at straight time rates for the first 3-3/4 hours of authorized overtime worked during each one-week period.

D. Calculation of Overtime Compensation

1. For purposes of calculating overtime compensation for Pay Plan C (non-police) employees, the time spent on certain activities other than normal work assignments is regarded as hours worked. In general, if an activity is undertaken voluntarily or is primarily intended for the benefit of the employee, he does not receive hours worked credit for time spent on such activities outside his normal working hours.

2. The following are situations where the employee does receive credit as hours worked, for purposes of calculating overtime compensation.

a. Authorized overtime extending at least 15 minutes beyond normal work schedules, with a minimum credit of one-half hour. Overtime beyond 30 minutes is recorded to the quarter-hour nearest the actual ending time.

b. Excused absences, excused tardiness, vacations and Port Authority holidays.

c. Sick leave, whether or not the employee is on a full-pay, half-pay, or no-pay status.

d. Authorized compensatory time off.

e. Port Authority medical examinations or treatments, including actual waiting time in the medical unit. Time spent traveling to and from the medical unit is credited as hours worked only when such time occurs within the employee's scheduled working hours.

f. Call-ins from off duty status. The employee is credited with a minimum of four hours when the overtime work is not contiguous to his regular tour of duty, regardless of the time actually worked.

g. Travel time under any of the following conditions:

   (1) Where the travel is required as a principal part of the employee's position responsibilities while on or off duty.

   (2) Where the travel required by the Port Authority occurs during the employee's normal working hours, although not a regular part of his position responsibilities.

   (3) Where the employee is expected to undertake work on behalf of the Port Authority while traveling.

h. Stand-by or sleep-in time at a facility or other location to perform Port Authority work, when required under unusual circumstances and authorized by the organization unit head.

i. Coffee breaks or other rest periods when authorized by the organization unit head.

j. Meal periods directed to consist of less than 30 minutes, when the employee is free of any Port Authority work responsibilities, or meal periods lasting 30 or more minutes during which the employee is required to undertake any Port Authority duties simultaneously.

E. Overtime Payments

1. Normally, payment for overtime work is included in the employee's salary check for the pay period immediately following the bi-weekly period in which the overtime occurred. Exceptions to cash payment are as follows:

a. An eligible employee's election to credit the overtime to his compensatory time "bank" within the provisions of OPI 20-3x.07, Compensatory Time Option Policy - Pay Plan C (non-police) Employees.

b. Granting a portion or all of the overtime in the form of time off duty during scheduled working hours within the same bi-weekly pay period, on an hour-for-hour basis only.

c. Deduction of any negative compensatory time balance outstanding, which must be repaid through non-holiday overtime work on an hour-for-hour basis before overtime compensation is earned. The granting of negative compensatory time off should be limited to amounts which the employee can be expected to repay through overtime work over a reasonable period of time. In no case may an employee be allowed to take or accumulate negative compensatory time in excess of 40 hours (field employee--except TWU classes) or 36¼ hours (non-field employee) without prior written approval by the Personnel Director. For employees in TWU classes, the maximum amount of negative compensatory time that can be accumulated is 16 hours, if approved by management. CN-88 6/29/73

IV. Other Employees' Overtime

A. Pay Plan E (formerly EXB) Employees

Authorized overtime performed by Pay Plan E (formerly EXB) employees is normally compensated in the form of compensatory time off, on an hour-for-hour basis. The responsible supervisor

grants compensatory time off for overtime worked as soon as the workload of the unit permits and with every possible consideration for the employee's preference. In special circumstances, cash payments are made at straight time rates in lieu of time off.

1. Overtime work by a Pay Plan E (formerly EXB) employee is normally performed under direct supervision or assigned in advance. Compensatory time is earned when the overtime is approved by the organization unit head, or his designated representative, by the signing of the appropriate timekeeping documents.

2. The amount of compensatory time earned during a biweekly pay period is the amount by which the total hours worked and any authorized absence exceed the standard hours. Compensatory time is calculated to the nearest quarter hour, but compensatory time is not earned unless the employee works at least one-half hour before or after his normal starting or quitting time.

3. While overtime is normally repaid by compensatory time off, there are circumstances under which this is not practicable. Cash payments may be approved in place of equal time off when:

   a. In unusual circumstances, factors beyond the control of the supervisor result in an accumulation of overtime credits which cannot be scheduled practicably as compensatory time off; or

   b. Staffing and unit workload make it impractical to grant compensatory time for specific overtime assignments; or

   c. An employee with an appreciable overtime credit is promoted, transferred or re-assigned from one department to another and it is not feasible to grant compensatory time before the change of assignment. In such cases, payment is made at the salary level in effect prior to the assignment change.

4. When cash payment in lieu of compensatory time is approved in accordance with Par. 3, above, the following limitations apply:

a. Payment is made only for those overtime credits which cannot be repaid as compensatory time. The proportion of overtime credits for which cash payment is made and the proportion which is retained for repayment as compensatory time will vary from situation to situation. Ordinarily, overtime credits equivalent to a minimum of two work days are retained for repayment as compensatory time, except in cases applicable to Par. 3, c. Payment is ordinarily not made for less than one full day except on termination of employment.

b. Payment is made at straight time rates only.

B. Pay Plan C Police Employees

Pay Plan C police employees receive overtime compensation as outlined in OPI's 20-3x.08 and 20-3x.09 and as provided in directives issued by the Superintendent of Police with the concurrence of the Personnel Director.

C. Pay Plan F and Pay Plan D Employees

Extra duty compensation is paid to Pay Plan F and Pay Plan D employees as outlined in separate Operating Instructions for each group of these employees (see Table of Contents in the Administrative Manual).

Attachments: Exhibits A and B

RCC NB

GENERAL RULES AND PROCEDURE
OVERTIME AND SPECIAL PAYMENTS

I. Computation of Overtime Compensation - Pay Plan C (non-police) Employees

A. The computation of overtime compensation, whether at straight time or time and one-half rates, is based on the employee's regular hourly rate of pay only. The hourly rate of pay is calculated as follows:

Pay Plan C field employees	basic bi-weekly salary divided by 80
Pay Plan C non-field employees	basic bi-weekly salary divided by 72½
Part-time employees	basic bi-weekly salary divided by the applicable bi-weekly hours of work
Temporary employees	the hourly rate reported on form PA 1349, Temporary Employee Authorization and Payroll Notice

B. Any Service C non-field employee who is called in to work on any day which would ordinarily be his regular day off will be compensated at time and one-half overtime rates for all hours worked on such day, provided that the employee does not owe compensatory time, in which case only the hours in excess of the negative compensatory time balance are reported on line 13, Account 192, Holiday Overtime (time and one-half pay), as shown on Exhibit B. CN-10 1/11/

C. Cash payments for overtime are computed and paid on the basis of the employee's regular hourly rate of pay on file in the Comptroller's Department. When the employee's regular salary is changed, all departments processing salary adjustments should do so without delay to avoid underpayment or overpayment of cash overtime.

1. In the event the employee is underpaid for overtime calculated at a lower hourly pay rate due to a delay in processing a pay raise, his organization unit head requests an adjustment by preparing form PA 1992, Special Payment Request. The difference in the hourly pay rate is entered in the "Hourly Rate" column and the applicable accounting code(s) and total amount of the adjustment are shown. This form, together with a memorandum of justification signed by the organization unit head, is sent to the Manager, Accounting Division. The memorandum should show the effective date of the change in pay rate, the old and the new hourly rates, payroll notice number and the individual dates and overtime hours worked on each date.

2. If the employee is overpaid, e.g., when his regular salary is reduced as the result of a voluntary or involuntary demotion, the adjustment is made as provided in OPI 20-3x.12, Adjusting Premium Payments to Employees.

II. Special Payments Procedure

Form PA 1992, Special Payment Request, is used for authorizing cash payments to employees for various purposes as indicated on the form.

A. Compensatory Time Cash Payments - Pay Plans E (formerly EXB) and C Employees

1. When a department head considers it impractical to repay overtime credits with compensatory time, he prepares a Special Payment Request, form PA 1992, in duplicate, and a covering memorandum of justification addressed to the Comptroller. The duplicate is retained by the originating unit for record purposes.

2. Form PA 1992 which accompanies the memorandum, lists the name of each employee to whom payment is recommended, his organization unit, his employee number, number of hours for which payment is considered necessary, hourly rate, and gross payment recommended for each employee and for the department.

3. The memorandum and the original copy of form PA 1992 are sent to the Comptroller and processed as follows:

   a. The Audit Division checks time records to determine the propriety of the payment. At the election of the Audit Division, this audit can be either before or after payment.

   b. In those cases where the Audit Division pre-audits, form PA 1992, accompanied by the audit report, is sent to the Accounting Division for payment. This report includes a statement of the number of hours for which payment is to be made.

   c. In those cases where the Audit Division decides to make verification after payment has been made, the Audit Division notifies the Manager, Accounting Division, of this decision. After the audit is made, the audit report is sent to the Manager, Accounting Division, with a copy to the Comptroller, advising of any errors in the payment.

      1) Minor errors (up to $10) are adjusted through the compensatory time account.

      2) Major errors ($10 or over) are handled on an individual basis by the Comptroller.

4. The Payroll Supervisor, Accounting Division, includes the payment in the employee's salary check which is sent to this unit. The unit then adjusts the applicable time reporting records accordingly from the retained duplicate form PA 1992.

5. The General Auditor prepares an audit report quarterly for the Personnel Director on cash payments made for the reporting period, for the year to date, and for the same quarter in the previous year. The report lists by department, the nature and purpose of the payment, the number of employees, total hours, and amounts paid.

B. Other Special Payments

Cash payments to employees for other purposes are processed as outlined in Par. II, A above, where applicable, and in accordance with departmental instructions.

EXHIBIT K-5

Change Notice No. 93 dated 6/29/73 incorporated herein.

Office of the Executive Director The Port of New York Authority	Revised	PAI 20-3.07 May 23, 1972

WORK SCHEDULES - PAY PLAN C (NON-POLICE) EMPLOYEES

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 5 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. CN 93 6/29/73

   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. CN 93 6/29/73

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 reliefs.

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 those of employees assigned to relief positions. CN 93 6/29/73

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. CN 93 6/29/73

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:

1. 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: CN 93 6/29/

   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 6/29/73

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.11. 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

   c. 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.

Change Notice No. 111 incorporated

Office of the Executive Director

The Port Authority
of New York and New Jersey

PAI 20-4.01
Revised January 14, 197

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 responsib' 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~~ Department of Police, and Toll Collectors CN 111 which are the responsibility of the Tunnels and Bridges Department.

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 employe 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 overshoe boots, are purchased by the Port Authority an 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

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PARTICIPANTS IN UNIFORM ALLOWANCES PROGRAM

PAI 20-4.01
Exhibit A

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 militan 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

PAI 20-4.01
Exhibit B

	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, Chambrey	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

EXHIBIT K-7

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.

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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

REDUCTION IN FORCE

I. General

A. Introduction

1. These policies and procedures shall apply to permanent classified employees covered by Memorandum of Agreement as of the date of this Instruction as defined in the "Declaration of Policy of Tenure of Office" adopted by the Board of Commissioners on February 13, 1969.

2. This instruction describes the policies, programs and procedures for reducing the work force in the event that the Executive Director determines, in accordance with the Tenure of Office Resolution of February 13, 1969, that staffing levels are to be reduced because of reorganization or reduction in personnel (in whole or in part) in the interest of efficiency, economy, or otherwise.

B. Policies

1. To meet changing conditions or operating requirements, the Executive Director may determine that a need exists to make a staff reduction for the Port Authority as a whole or for one or more of its departments, facilities, divisions, or organization units. When the Executive Director so determines, the standard procedures contained in Parts II and III will be used to bring staffing levels into proper balance, and to advise employees affected by a staff reduction of their options.

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 employees 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, and probationary employees 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.

C. Initiation of Reduction-In-Force Programs

The actions required to initiate a Reduction-in-Force program include the following:

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1. The Executive Director determines that there is a need for a staff reduction. After consultation with appropriate department heads, the Executive Director identifies the affected positic classes and occupational specialties and the number of positio... within such classes and specialties to be abolished.

2. 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. The work performed within an occupational specialty must be sufficiently similar so that employees in that specialty can assume the duties and responsibilities of another position at their present or a lower level without undue interruption to the activity.

3. Where the occupational specialty in which a particular position belongs has not been identified, as in cases where the position has been abolished since last held, the determination of occupational specialty will be made on an individual basis by the Director, Human Resources Department in consultation with the affected department heads.

D. Procedures

The detailed procedures to be followed in implementing a Reduction-In-Force Program are described below as follows:

Part II - Reduction-In-Force Procedures - General

Part III- Involuntary Removal Procedure, Classified Employees Covered by Memorandum of Agreement as of the date of this Instruction

II. Reduction-In-Force Procedures - General

After the Executive Director has determined the need for a Reduction-In-Force program, the following procedures will apply:

A. 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 and occupational specialities.

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.

B. Voluntary Retirements and Resignations

1. Prior to implementing Involuntary Removal Procedures for adversely affected employees, department heads may ask employees in an affected occupational specialty if they wish to retire or resign voluntarily.

2. Any employee 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 allowance (Exhibit A) in accordance with procedures promulgated by the Executive Director. If the number of employees choosing to retire or resign in an affected occupational specialty 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 occupational specialty. 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.

C. Involuntary Removal Procedures

After any volunteers for separation have been identified, the Involuntary Removal Procedure Classified Employees Covered by Memorandum of Agreement as of the date of this Instruction is used to determine which individual employees are to be retained in service and which are to be separated.

D. Pay Plan Retreat Rights

The right to displace another employee for any of the reasons outlined in these procedures is known as a retreat right. Employees may exercise retreat rights to vacant authorized positions providing that the Comptroller's Department has agreed that the position may be filled.

1. Employees covered by Memorandum of Agreement are precluded from retreating to positions not covered by that Memorandum of Agreement.

E. Termination Notification

An employee selected to be separated involuntarily will be informed by the Director, Human Resources Department in writing, at least 30 calendar days in advance of the termination date.

F. Severance Pay and Other Payments

1. The Executive Director may provide severance allowances, not in excess of the schedule adopted by the Board of Commissioners, to employees covered by Memorandum of Agreement, after negotiations with employee organizations.

G. Benefits

1. Group life insurance and health insurance benefits under the Port Authority Group Life Insurance and Group Health Programs (including Dental Plan coverage) will be extended for all employees enrolled in these plans who are affected by a Reduction-in-Force Program for a period of 90 days beyond the date of separation or, if it occurs earlier, until the employee secures other employment within the 90 day extension period. Those employees who are contributing toward these benefits at the time of separation will continue to do so, paying the same amount as if they were still employed, and such contributions will be deducted from their final check. Employees not contributing at the time of separation will not be required to make any payments toward these benefits during the 90 day extension period. At the end of the extension period, group health benefits and life insurance will terminate pursuant to insurance policy provisions and employees will have the option of converting to direct payment plans with the carriers, should they wish to do so, for many of these benefits. Such conversion must take place during the period set by the insurance policies. Employees who rejoin the Port Authority in an active status within nine months from the date benefits terminate, and who were covered by the Port Authority group benefits programs, will immediately be entitled to coverage applicable to the employee's job classification at the time active status resumes. An employee who is reemployed after the nine month period will be 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.

2. Employees covered under an alternate plan of group health insurance, pursuant to the terms of a Memorandum of Agreement between the Port Authority and an employee organization, will be entitled to such coverage continuation, conversion, and re-instatement as may be provided under the terms of such a plan. The Port Authority shall continue payments towards the cost of such coverage continuation as may be available for a period of 90 days beyond the date of separation or, if it occurs earlier, until the employees secure other employment within the 90 day extension period, provided that the employees must contribute towards the cost of such coverage in the amount then required, and such contribution shall be deducted from their final check.

H. Outside Placement

The Human Resources Department will attempt to assist employees who are being separated as a result of a Reduction-in-Force in seeking employment outside the Port Authority. Affected employees will be assisted in preparing resumes, and the department will contact outside organizations in an attempt to seek suitable positions for such employees.

I. Reemployment

1. The Director, Human Resources Department will establish a Reemployment Priority List of employees. Generally, employees who have been separated involuntarily through a Reduction-in-Force Program and who have not applied for retirement will remain on this list for one year. When vacancies occur at a specific level in an occupational specialty from which employees have been separated through a Reduction-in-Force and when such vacancies are to be refilled but not through internal selection procedures, the Human Resources Department will utilize the Reemployment Priority List as its first recruitment source.

2. Reemployment will be offered according to the following priority:

   a. A Classified employee will be offered reemployment in his occupational specialty at his former level based on seniority as defined in Part III.

3. A separated employee will be removed from the Reemployment Priority List if the employee refuses to accept an offer of reemployment at his former level and fails to report within two weeks, at any location at the level within the occupational specialty occupied at the time of separation.

4. Employees separated and reemployed in the same calendar year will not be entitled to vacation in the year they are reemployed.

III. Involuntary Removal Procedure, Classified Employees Covered By Memorandum of Agreement as of July 1, 1975.

A. Classified employees holding positions identified in accordance with Paragraph A, Part II and who are covered by Memorandum of Agreement may be removed or separated in accordance with the following procedures based on classification seniority. The term "seniority" as used herein shall mean the length of time an employee spends in continuous service in a particular position title in the Port Authority on a permanent basis, determined as follows:

1. Time spent in a position on a provisional or acting basis is not included unless it is immediately followed, with no break in time, by a permanent assignment to that position title.

2. When an employee returns to his permanent title from a provisional or acting assignment, the time spent in the provisional or acting assignment is computed for seniority in the permanent title.

3. In computing classification seniority, all service performed by an employee in a position from which he is to be demoted will be added to any classification seniority he has in a position to which he is to be demoted.

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

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

6. Time on leave of absence without pay in excess of 14 days is not included.

7. If an individual is reemployed after dismissal or resignation, or after a separation of more than one year due to a Reduction-in-Force program, service prior to such dismissal, resignation, or separation is not included.

8. Service as a full-time temporary or project employee is included, provided there is no interruption in employment exceeding five calendar days at the time the individual's status is changed to probationary employee.

9. Where actions such as consolidation of titles, union agreements, or the creation of new titles affect classification seniority, the Human Resources Department will construct such seniority on an individual basis but within the general principles outlined above.

B. Removal and Separation

1. When a position is no longer required, the employee holding that position must either (a) be transferred or reassigned to the position held by an employee junior in seniority to him who has the least seniority in his current occupational specialty at any location where such a position exists, or (b) accept a demotion to the position held by an employee junior in seniority to him who has the least seniority at a lower level in his occupational specialty currently represented in whole or in part by the employee's union local, at any location where such a position exists, or (c) be separated.

2. A staff member adversely affected because of a transfer, reassignment, or demotion pursuant to paragraph 1 must either (a) accept a demotion to the position held by an employee junior in seniority to him who has the least seniority at a lower level in his occupational specialty currently represented in whole or in part by the employee's union local, at any location where such a position exists, or (b) be separated.

3. Transfers or demotions will be made only to positions expected to be required for at least six months.

4. In the event an employee refuses an assignment to a position at the same or lower level, he will be separated in accordance with the Reduction-in-Force procedures.

5. If an employee accepts a lower level position, he will receive a salary at the step in the new range equal to or less than his present salary. Such employees will be eligible for ingrade increases on the date specified in the applicable Memorandum of Agreement. If an employee accepts a lower level position in a salary range which does not include defined steps, he will receive a salary equivalent to the top of the new range or maintain his present salary, whichever is less.

C. Retreat Rights

1. The right to displace another employee on the basis of greater seniority is known as a retreat right.

2. When attempting to place a classified employee, the Human Resources Department will review all positions within the classifications represented in whole or in part by a particular union local which are occupied by employees with less seniority.

3. In determining whether an employee has a retreat right, the following principles will apply:

   a. Retreat rights are limited to those levels and occupational specialties currently represented by the employee's union local and by other locals representing the same levels and occupational specialties.

   b. To be entitled to an assignment to a position in his current occupational specialty, the employee must meet Port Authority standards and requirements, including any minimum education requirement, must be qualified mentally and physically for the position's duties and must meet any special conditions the Port Authority has established for the position. It should be noted that these employees must have the capacity, adaptability, and any special skills required for performance of the duties and responsibilities of the position without undue interruption to the activity.

   c. Employees formerly designated as "trainees" or "apprentices" who have completed an apprenticeship program will not have retreat rights to trainee or apprentice status.

D. Appeals Panel

1. Concurrent with the implementation of a Reduction-in-Force Program affecting classified position classes, the Executive

Director will appoint panels of three members each to determine employee appeals. Each panel will consist to the extent possible of one professional or managerial employee, one supervisor in Pay Plan C, D, E, or F, and one employee in a maintenance, operations, tolls, technical or clerical status.

2. An employee adversely affected by a Reduction-in-Force program may submit an appeal to the appropriate panel no later than ten calendar days after receiving notification of termination, transfer, reassignment, or demotion.

3. Such appeals will be limited to questions relating to seniority and the employee's qualifications for a position within his current occupational specialty.

4. An employee may be represented before the Appeals Panel by a representative of his own choosing. The proceeding will be informal in nature and the rules of evidence will not apply. There will be no verbatim record prepared of information presented by either the employee or Port Authority representatives, but the Appeals Panel will prepare a written report of its findings in each case, explaining the rationale for its decision. In all cases, the decision of a majority of the panel will be final, and copies of the report will be furnished to the Director, Human Resources Department and the employee.

TABLE OF SEVERANCE ALLOWANCES

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

Years of Service	Age at time of termination of employment						
	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.

RCC NB

TO: All Manual Holders
FROM: Louis J. LaCapra
DATE: April 7, 1989
SUBJECT: PAI 20-1.12.1, REDUCTION IN FORCE, PERMANENT CLASSIFIED AND PROFESSIONAL AND MANAGERIAL EMPLOYEES

Attached, for inclusion in your Administrative Manual, is the new PAI noted above.

For use as an administrative guide and information to staff, this Instruction is a restatement, in PAI format, of a procedure filed to the extent required with the Board of Commissioners. In accordance with the Executive Director's memorandum of January 13, 1989, it will take effect on July 1, 1989.

PAI 20-1.12, Reduction In Force will remain in effect for employees who are covered by Memorandum of Agreement.

Please enter the title and date of this new Instruction in your Administrative Manual Table of Contents.

Louis J. LaCapra
Director
Human Resources Department

Attachment

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Office of the Executive Director

The Port Authority
of New York and New Jersey

PAI 60-1.01
October 5, 1979

EMPLOYEE MEDICAL SERVICES

I. Introduction

The Medical Department provides a number of services to safeguard the health of all employees, and integrates its services with those of employees' private physicians. To facilitate the delivery of these services, the Medical Department operates a medical clinic at the World Trade Center and satellite medical clinics at various facilities (see Exhibit A).

II. Policies

A. The Port Authority provides for physician examinations and a multiphasic health screening program to protect the health of employees by detecting signs of specific illnesses so that employees may be advised to seek proper medical treatment and, when necessary, assisted in obtaining such treatment.

B. Permanent employees appear for medical examinations in accordance with a schedule set up by the Medical Director. The Medical Director accepts a medical examination conducted by an outside physician which he determines to be equivalent in scope to that conducted by the Port Authority Medical Department. The Medical Department provides the necessary guidelines for conducting this examination.

C. In the interest of continuing the confidential relationship between patient and physician as set forth in this Instruction, access to specific medical information is limited to the Medical Department. It is the policy of the Port Authority to release specific medical information only when required by law or, with the prior written consent of the employee, to the employee's personal physician.

D. The Medical Director certifies as to whether employees are medically qualified to perform the job duties of the positions which they hold, or to which they may be appointed, promoted or transferred, as described in the applicable job descriptions. To this end, the Medical Director may arrange for employees' medical examinations and reviews of employee health records.

III. Description of Services Provided

A. Preplacement Examinations

The Medical Director is authorized to conduct medical exami-

nations and/or reviews of health records of job applicants to assure that they are medically qualified to perform the duties of the jobs for which they are being considered.

B. Periodic Examinations

1. Employees participate in the multiphasic health screening program on an annual basis and undergo an examination by a physician in accordance with a schedule set up by the Medical Director. Department heads, and division and facility managers, cooperate with the Medical Department to insure that employees complete their medical examinations, as scheduled.

2. The schedule for physician examinations calls for an annual examination for employees 40 years old and older; for an examination every two years for employees between 30 and 40 years of age, and every three years for employees under 30 years of age. Employees in certain job classes or with certain medical conditions may be examined more frequently.

C. Health Certifications

Pursuant to the policy described in Paragraph II-D above, health certifications may be made at the discretion of the Medical Director, or upon written request of the Personnel Director or other department head, to determine whether employees are medically qualified to perform the duties of the positions which they hold, or to which they may be appointed, transferred, or promoted. Special health certifications are also made upon the written request of the affected department head to determine if there are medical reasons for an employee's failure to perform his/her job in a satisfactory manner.

1. Health Certifications are made on the basis of current or previous medical examinations.

2. The Medical Director certifies only as to the medical qualification of the employee to perform the job duties involved; diagnostic information is not revealed.

3. The employee shall be copied on all written requests for special medical reviews for the purpose of certification, and shall be notified in writing of the results of such health certifications.

D. Return-to-Work Examination

The Medical Department examines employees and certifies as to whether they are medically qualified to return to work.

Rcc

Employees injured on duty, hospitalized or excused by Medical Department staff for any period of time, or absent due to illness for more than five consecutive working days, are examined by Port Authority medical staff before returning to work. Supervisors assure that all such employees report to their assigned medical clinic before they start to work.

The Medical Department may examine any employee, regardless of length of absence, when certain conditions or symptoms are noted.

The Medical Department may contact employees on sick leave, including those on Injury-On-Duty status, and may require outside medical documentation to assist in evaluations of the condition or symptoms causing the absence.

E. Medical Restrictions

1. Upon evaluation of their medical status, the Medical Department may restrict employees from performing any or all specified functions until it is determined that they are fit to return to full-duty status.

2. Should the employee's department head consider an employee unable to perform his or her job because of such medical restriction, or should the employee's return under such restriction unreasonably affect the distribution of tasks within the department, the department head may place the employee on sick leave or may refer the matter to the Personnel Director.

   The Personnel Director reviews the medical restrictions and the job duties involved with the department head and the Medical Director to determine the appropriate course of action, which may include temporarily placing the employee in another position, either at his or her normal work location or at another work location, in which he or she can be utilized within the limits of the medical restriction.

3. If, as a result of any medical reviews or examinations, action should be taken which affects the employee's employment status, or his or her compensation and possible promotions or transfers, the provisions of PAI 20-1.09, Removal of an Employee for Mental or Physical Disability or PAI 20-1.11, Removal of Unclassified and Professional and Managerial Employees, are to be followed.

F. Counseling and Health Education

Employees may consult with the professional staff of the Medical Department regarding their own health-related probelms or tho of their family members. These problems may be discussed with any Port Authority physician or with any other Medical Department staff member under the direction of a physician. Employees may stop in on sick call or arrange for an appointment.

G. Sick Call and Emergency First Aid

Emergency first aid treatment is provided employees who are injured or become ill on duty. The employee, if able, informs his/her supervisor immediately and reports to the nearest Port Authority medical clinic. In case of acute medical emergency, employees should contact the Port Authority police utilizing the appropriate police emergency telephone number. Should emergency medical attention be received at other than a Port Authority medical clinic, employees should also contact their assigned medical clinic as soon as possible. If the employee is unable to contact the Medical Department because of the severity of his or her condition, the supervisor is responsible for advising the appropriate medical clinic of the situation.

H. Other Services

1. The Medical Department, on request from an employee and the written request of the employee's personal physician, will perform certain x-rays, blood tests, electrocardiograms, other laboratory services, and certain immunizations and inoculations, and furnish the results of such procedures to that physician, as appropriate.

2. The results of the multiphasic health screeing examinations are sent to the employee's personal physician on written request by the employee.

3. The Medical Department administers certain immunizations and inoculations for employees traveling on Port Authority business.

4. The Medical Department on request by the employee provides premarital blood examinations, and eye examinations for automobile operators license renewals.

5. The Medical Department provides emergency first aid instruction including cardiopulmonary resuscitation training for employees.

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6. The Medical Department acts as liaison with the Greater New York Blood Bank Program, which has access to the national Red Cross Bank System. Blood or plasma is made available to active and retired employees, their spouses, children, parents and grandparents. Requests should be made through the World Trade Center Clinic.

IV. Exhibit A lists the medical clinics serving various Port Authority facilities and units, their hours of operation and the services provided.

10/5/79
PAI 60-1.01
EXHIBIT A

MEDICAL CLINIC SERVICES AND SCHEDULE

Clinic	Hours of Operation*	Facilities or Units Served
The World Trade Center (212) 466-8431	8:00 A.M. - 5:00 P.M. Monday - Friday	All Port Authority and PATH employees New York Truck Terminal
Journal Square Satellite Clinic** (201) 963-7271	8:30 A.M. - 4:30 P.M. Monday - Friday	Port Authority Units locate at Journal Square Transportation Center Central Police Pool Holland Tunnel Staten Island Bridges PATH Corp.
Lincoln Tunnel Satellite Clinic** (21[illegible]) 466-7000 Ext. 2202	8:30 A.M. - 4:30 P.M. Monday - Friday	Central Tolls Unit Lincoln Tunnel George Washington Bri George Washington Bridge Bus Station Newark Truck Terminal Port Authority Bus Termina Newark International Airpor Port Newark/Elizabeth-P.A. Marine Terminal
J.F.K.I.A. Satellite Clinic** (212) 656-4438	8:00 A.M. - 4:00 P.M. Monday - Friday	J.F. Kennedy International Airport LaGuardia Airport

* For work-related emergency, weekend or "after hours" medical assistance contact the Central Police Desk (201) 963-7111.

** Clinic Services - Restricted duty examinations, health counseling, emergency first aid treatment, return to duty examinations, injury on duty examinations and New York Motor Vehicle eye examinations.

Employee's Occupational Disease or Injury Report, form PA 360, a Extended Sick, Hospitalization and Injury on Duty Report, form PA [illegible]09 should be sent to the appropriate clinic to which employees are assigne as soon as information is available.

EXHIBIT L-1

THE PORT AUTHORITY OF NY & NJ Memorandum

Refer To	Date	Noted By
Return To		File

To: R. Lyons, Chief Maintenance Supervisor, Lincoln Tunnel
From: T. E. Fleck
Date: November 25, 1981
Subject: VEHICLE MODIFICATIONS

Reference:

Copy To: All L.T. Maintenance Supervisors, Ed. Bennett, P. Caggiano
Vito Bragas, President UOAT
J. Lynch, Vice President UOAT

After meeting with J. Lynch, Vice President, UOAT, Local 563, it has been agreed that any future vehicle modifications required here at the Lincoln Tunnel shall be accomplished by members of his local.

This came about as a result of our using General Maintainers to fabricate and install sideboards between salt spreaders and truck bodies on our newly acquired vehicles. Modification and installation of bumper guards used on old equipment was also accomplished as part of this job.

This does not prevent us from using other than craftsman in his local to assist the Maintenance Equipment Servicer when they annually reinstall this type of equipment. This understanding only pertains to the modification or alteration of vehicles and associated equipment.

Thomas E. Fleck

Thomas E. Fleck
General Maintenance Supervisor

TF/cv

NP

RCO

PA 98A
3-66

EXHIBIT L-2

THE PORT AUTHORITY OF NY & NJ Memorandum

o: Facility Managers
rom: Louis J. LaCapra
ate: November 3, 1983
ubject:

eference:

opy To: P. Caggiano, K. Philmus, P. Segalini

Refer To	Date	Noted By	Da
Return To		File	

In its decision of October 16, 1981, in an Improper Practice Charge brought by the Union of Automotive Technicians, the Port Authority Employment Relations Panel ordered the Port Authority to "cease and desist from reassigning or transferring any welding functions on automotive equipment to employees not represented by the UOAT prior to negotiating with the UOAT with respect to such transfer or reassignment of welding functions." In addition, the current Memorandum of Agreement between the Port Authority and the UOAT also restricts the ability of the Port Authority to transfer and/or reassign UOAT unit work to non-unit personnel. Such unit work, as defined, would also include any welding on automotive equipment. In pertinent part, the Memorandum of Agreement states, "the Port Authority will not transfer and/or reassign such unit work to non-unit personnel... without negotiations, unless the Port Authority has determined, after attempting to reach agreement with the UOAT, that operational requirements do not at the time permit the work to be performed by employees in the covered membership." The Port Authority is obliged to follow the decision of the Panel and the provision of its Memorandum of Agreement with the UOAT.

If you require welding to be performed on automotive equipment and do not have UOAT staff immediately available, you may call the following numbers and arrangements will be made to quickly provide necessary welding services:

A. Monday through Friday, 7:00 a.m. to 3:30 p.m. call (201) 965-0700 or (201) 965-0701.

B. During the week, at times other than those in Paragraph "A" above and on weekends, first call Mr. Arthur Potterton at (201) 697-4672; if unavailable, call Mr. Robert Walsh at (201) 697-7311.

If you have questions concerning any of the foregoing, please contact the Office of Labor Relations in the Personnel Department on Ext. 8114 at the World Trade Center.

Louis J. LaCapra
Assistant Personnel Director

EXHIBIT L-3

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

(212) 466-7000
(201) 222-6600

April 23, 1987

Mr. John Lynch
12 Byrd Street
Iselin, NJ 08830

Dear John:

This is to confirm our telephone conversation concerning the project Welder position which recently became available at SEMAC. As I informed you, since a project position authorization is unusual in the UOAT ranks, the Operations Division inadvertently filled it from the outside without solliciting your input on possible transfers from your membership. Accordingly, in the future, should such a vacancy occur, we will first notify you for transfer purposes before filling the position from outside.

I trust this clarifies the matter satisfactorily.

Sincerely,

Dwight D. Darcy, Manager
Labor Relations Division

cc: M. Argote

NP

RCC

(212) 466-8114

THE PORT AUTHORITY OF NY & NJ

Central Automotive Division
241 Erie Street, Room 202
Jersey City, N.J. 07302
(201) 963-8351

EXHIBIT L-4

November 2, 1988

Vito Bragas
President UOAT
43 Landview Drive
Dix Hills, New York 11746

Re: AAA 1330 0735 88 (SU-88)

Dear Mr. Bragas:

With reference to the above matter, which was instituted by Mr. John Lynch, your signature affixed to the concurrence line signifies that this grievance is resolved and the Union will so advise the AAA.

The grievance is resolved as follows:

Welders/Fitters and Machinists may be required to paint those areas that have been disturbed by their work. At times, they may also be requested to paint the area immediately adjacent to the disturbance if the additional work is minimal. Prudent judgment will be utilized in requesting Welders/Fitters and Machinists to perform any painting operation.

Very truly yours,

Jim Anselmi, Manager
Central Automotive Division

Concurred In:

Vito Bragas,
President, UOAT

Writer's direct line _____

EXHIBIT L-5

THE PORT AUTHORITY OF NY & NJ Memorandum

To: Bob Walsh
From: John Gregson, Jr.
Date: November 17, 1988
Subject: MAINTENANCE AND REPAIR OF RENTAL EQUIPMENT

Reference:

Copy To: J. Anselmi, R. Boylan, M. Lieto, T. Lubas, A. Merusi, A. Fotterton, J. Schilly

Refer To	Date	Noted By	Date
Return To		File	

In order to avoid any misunderstanding regarding CAD's policy in the repair of rental equipment, the following guidelines should be adhered:

* Internal, PA Marked, Rental Equipment. This equipment should be repaired and maintained by CAD personnel. The only exception is warranty repairs which may be performed by the vendor.

* Outside Rentals: Short Term (30 days or less). Repairs and Maintenance of this equipment should be performed by the vendor. Normally all such work is done at the vendor's facility. However, due to the type, size, etc. of the equipment involved, minor repairs and adjustments may be done by the vendor on site.

* Outside Rentals: Long Term (More than 30 days). Maintenance and minor repairs of this equipment should be performed by CAD personnel. Major repairs (i.e. engine, transmission and final drives) are warranted by the vendor. Therefore these will be made by the vendor in the same fashion as described above for short term, outside rentals.

John Gregson, Jr.
Supervisor, Program Support

NP

RCC

EXHIBIT L-6

THE PORT AUTHORITY OF NY & NJ

Central Automotive Division
241 Erie Street, Room 202
Jersey City, N.J. 07310-1397
(201) 216-2340

October 14, 1992

Mr. John Lynch, President
Union of Automotive Technicians
12 Byrd Street
Iselin, NJ 08830

RE: GRIEVANCE #9-U-92

Dear John:

This is in response to your grievance regarding the transfer of unit work at JFK (9-U-92) which involved modification of a trailer.

My investigation of your grievance indicates that, as you cite, "confusion between division management" caused persons outside your bargaining unit to perform trailer modification work at JFK. The referenced arrow board trailer was purchased some eight to ten years ago. It was purchased by maintenance as category K equipment. When the arrow board became obsolete, a new, state-of-the-art arrow board was purchased. The new arrow board was not to be mounted on the old trailer. When a subsequent decision was made to use the old trailer by modifying it, some confusion occurred between maintenance supervisors at JFK and CAD supervisory staff. This should not have happened, but it did. When we became aware that additional work was necessary to make the trailer "road worthy" (wiring, lights, etc.), the JFK Auto Shop completed the job.

Because of confusion and priority and the passage of time this particular modification job slipped between the cracks. It was not intentional and corrective action by way of reinforcing to appropriate management staff the Port Authority's obligation with respect to unit work has taken place.

Your grievance is sustained.

Sincerely,

Jim Anselmi, Manager
Central Automotive Division

Writer's direct line _____

RCC NB

EXHIBIT L-7

INTENTIONALLY LEFT BLANK

EXHIBIT L-8

THE PORT AUTHORITY OF NY & NJ

Central Automotive Division
241 Erie Street, Room 202
Jersey City, N.J. 07310-1397
(201) 216 2340

October 14, 1993

Mr. John Lynch
12 Byrd Street
Iselin, New Jersey 08830

RE: UOAT Grievance No. 4U-93

Dear John:

I am in receipt of the referenced grievance concerning the jump starting of a vehicle by a non-UOAT member and find it substantiated.

Our policy concerning the repair of Port Authority vehicles during off-hours and weekends has been reinforced with the Police Commander at the George Washington Bridge. I have been assured that if incidents of this nature occur in the future a Central Automotive Division supervisor will be contacted to determine if a mechanic is to be called in on an "off-hour" emergency response.

It is unfortunate that incidents like this happen, but they are infrequent. Facility staff will continue to be informed of CAD's procedures for "off-hour" response as part of our ongoing efforts to provide the most effective and expeditious service to our customers.

Sincerely,

Jim Anselmi, Manager
Central Automotive Division

RCB

EXHIBIT L-9

THE PORT AUTHORITY OF NY & NJ

Memorandu

TO: Shop Supervisors
FROM: Jim Anselmi
DATE: April 8, 1994
SUBJECT: VEHICLE DECALS
REFERENCE:

COPY TO: T. Lubas, J. Lynch

Vehicle decaling with Port Authority logos and numbers should be performed by UOAT members.

Please ensure that this practice continues to avoid potential grievances.

Jim Anselmi, Manager
Central Automotive Division

NB RCC

EXHIBIT L-10

THE PORT AUTHORITY OF NY & NJ

Central Automotive
101 Eng Hwy
Jersey City, N.J.
07114 2 [illegible]

November 22, 1994

John Lynch, President
Union of Automotive Technicians
12 Byrd Street
Iselin, New Jersey 08830

REF: CDL License

Dear John:

At this time, the Central Automotive Division does not require staff holding the title of Welder/Fitter, job specificiation 2205, assigned to CAD to possess a CDL license. Of course, if in the future any law or regulation were to require such license for the performance of the responsibilities of this title, then CAD staff in this title would be required to possess that license.

Sincerely,

Jim Anselmi, Manager
Central Automtoive Division

cc: D. Darcy
T. Lubas
B. Meyer
S. Polizzi

RCC NB

EXHIBIT L-11

PORT AUTHORITY OF NEW YORK & NEW JERSEY

MEMORANDUM

TO: All Lieutenants, Sergeants, Crew Chiefs
FROM: William G. Cafaro
DATE: May 19, 1995
SUBJECT: TOWING OF POLICE VEHICLES OR PA VEHICLES

COPY TO: Capt. Stryker

It has come to my attention that in the last few months police vehicles and/or PA vehicles have been toved to our automotive division by Abbis Toving during the hours that automotive is operational. This practice will cease immediately.

If a police car or PA vehicle needs to be toved a PA automotive supervisor will be contacted and their tov trucks will respond if available. If not available, a supervisors name will be taken and a report will be forwarded to my office explaining why the PA tov truck was not available. If a PA tov truck is not available, Abbis may be called.

William G. Cafaro
Deputy Inspector
Commanding Officer
Kennedy International Airport

/ava

NP

RCC

EXHIBIT L-12

THE PORT AUTHORITY OF NY & NJ

June 6, 1995

Mr. John Lynch, President
Union of Automotive Technicians
Local 563
12 Byrd Street
Iselin, NJ 08830

Dear John,

As you know, security requirements in the World Trade Center since the bombing preclude our continuing the former practice of allowing UOAT officers to park their personal automobiles in the World Trade Center subgrade garage when necessary for attendance at meetings with management on labor relations matters. Accordingly, we have agreed that for future such meetings at the World Trade Center, you will be reimbursed via petty cash for the cost of parking in the vicinity of the World Trade Center. Please acknowledge your concurrence with this understanding by signing the enclosed copy of this letter in the space provided and return it to me.

Sincerely,

Dwight D. Darcy, Manager
Labor Relations Division

CONCURRED:

John Lynch, President
UOAT

DATE: 6/16/95

cc: J. Anselmi

RCC

EXHIBIT L-13

THE PORT AUTHORITY OF NY & NJ

Central Automotive Division
241 Erie Street, Room 202
Jersey City, N.J. 07310-139
(201) 216-7340

December 19, 1995

John Lynch, President
Union of Automotive Technicians
12 Byrd Street
Iselin, New Jersey 08830

RE: SNOW EMERGENCY PROCEDURE UTILIZATION OF PERSONNEL FROM CENTRAL SHOP

The following procedure will be in effect to provide additional 24-hour coverage by Automotive Mechanics, Welders, Machinists, Maintenance Equipment Servicers, Parts Technicians and Trades Helpers at facilities during snow emergencies. For purposes of this Snow Emergency Procedure, a snow emergency is deemed to be in effect once a UOAT member from Central Shop is requested to respond to a facility with a permanent auto shop other than the Central Shop. Not included as part of this Snow Emergency Procedure is the separate contract language and the separate past practice that is followed for snow emergencies occurring at the SIB and PN. The intent of this procedure is to provide for a quicker return of snow equipment to service during a snow emergency. At the conclusion of the snow emergency as determined by the facility, Central Shop staff will return to the Central Shop.

Central Shop staff may be called upon to report to a facility shop as a result of a snow emergency. This will be over and above a one-for-one replacement of facility personnel who are absent due to an authorized excused absence. A one-for-one replacement of facility personnel who are absent due to such an authorized excused absence shall be made in accordance with the provisions outlined in the UOAT Memorandum of Agreement.

Before requesting staff from Central Shop to assist at a facility in a snow emergency, the entire permanent shop staff at the facility must have been requested to work 12-hour snow shifts.

The selection of Central Shop staff for assignment to snow emergency shifts shall be performed by the Shop Steward and furnished to the employer in accordance with the Memorandum of Agreement. The day shop steward will supply names for the 7 AM to 7 PM tour and the night shop steward will supply names for the 7 PM to 7 AM tour for all facilities including SIB and PN in accordance with the overtime equalization procedure and then by seniority.

Central Shop staff assigned to facilities during snow emergencies will be treated as facility shop personnel for the purpose of sleeping, meal allowance, overtime, shift differential, etc., for the duration of the assignment.

In addition to applicable straight time and premium pay, the temporarily reassigned individual will receive mileage differential and toll reimbursement above and beyond the individual's normal commutation expenses.

Once a member of either shift at Central Shop is requested to work a 12-hour shift at a permanent facility shop during a snow emergency, all remaining Central Shop personnel will also be requested to work the 12-hour shifts for the duration of the snow emergency. The remaining Central Shop employees not requested to work at a permanent facility shop will be assigned to perform their normal work during the 12-hour shift. If additional staff is needed at a facility, they will be selected on the basis of seniority from those not yet assigned to a facility.

Sincerely,

Jim Anselmi, Manager
Central Automotive Division

CONCURRENCE: John Lynch

cc: D. Darcy

RCC

EXHIBIT L-14

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Law Department

Jeffrey S. Green
General Counsel

Patrick D. Rooney, Chief
Employment and Labor Law Division
(212) 435-6206
(201) 961-6600 x6206

February 5, 1996

William Morrison, Esq.
Ferry Plaza Building
P.O. Box 300
Edgewater, NJ 07020-0300

Re: IP-95-27 (SBA)
IP-95-28 (DEA)
IP-95-29 (LBA)
IP-95-30 (UOAT)

Dear Mr. Morrison:

In follow-up to our discussion at the conference on January 29, 1996, with Panel Chairman Weinberg concerning the above-referenced cases, please be advised that the September 7, 1995, action by the Port Authority Board of Commissioners, entitled Reduction in Force--Severance Allowances for Separated Employees, did not change any terms and conditions of employment of employees represented by any of the charging parties in the above-referenced cases and that AP 20-1.12, revised September 8, 1995, does not apply to such employees.

Sincerely,

Patrick D. Rooney

Patrick D. Rooney

cc: Chairman W. Weinberg

NP

RCC

EXHIBIT L-15

Union of Automotive Technicians

LOCAL 563, A.F.L.-C.I.O.
12 BYRD STREET
ISELIN NEW JERSEY 08830

908-634-7019

JOHN LYNCH, President

ROBERT O'SHEA, Vice Pres.
WILLIAM MORRISON, Genl. Counsel

T. J. KELLY, Fin. Sec.
LEONARDO FODERA, Rec. Sec.

May 22, 1996

Jim Anselmi, Manager
Central Automotive Division
Port Authority Technical Center
241 Erie Street
Jersey City, New Jersey 07310

Re: UOAT Grievance No. 15U-95
AAA Case No. 13 300 00928 95

Dear Mr. Anselmi:

In full resolution of the above-referenced matter, the parties agree to the following:

1. 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 employee's past attendance record in determining whether vacation forfeiture should apply.

DATED 6/5/96 AMENDED

2. If vacation forfeiture is warranted, the ~~following~~ guidelines shall be utilized in calculating such vacation forfeiture. These guidelines shall be effective immediately upon execution of this Agreement, and shall replace all previously existing

RCC

guidelines governing procedures for vacation forfeiture for UOAT bargaining unit employees.

A. No vacation forfeiture shall be calculated against a UOAT bargaining unit employee until such employee shall be continuously absent for a period of thirty-five (35) days, including Regular Days Off (RDO's).

B. Once a UOAT bargaining unit employee is absent for a period of thirty-five (35) days, including Regular Days Off (RDO's), the vacation forfeiture guidelines may be initiated (triggered) against such employee.

C. Once the vacation forfeiture guidelines are initiated (triggered), the UOAT bargaining unit employee's Regular Days Off (RDO's) shall no longer be considered as part of the vacation forfeiture calculation. Only the actual number of consecutive sick absences, excluding Regular Days Off (RDO's), shall be utilized in the vacation forfeiture calculation. An example of the vacation formula for UOAT bargaining unit members is attached as an amendment to this grievance settlement.

3. Robert Fleming will be made whole and shall be credited with one (1) additional vacation day to his 1996 vacation allotment.

John Lynch, President
Union of Automotive Technician
Local 563 A.F.L. - C.I.O.

Concurred:

Jim Anselmi, Manager
Central Automotive Division
Date: 6/5/96

RCMP

DATE 5/5/96

AMENDMENT

GUIDELINES FOR HANDLING VACATION FORFEITURE (UOAT)

Procedure: These guidelines for Handling Vacation Forfeiture for UOAT employees shall only be applicable once thirty-five (35) consecutive days of sick absence, including Regular Days Off(RDO's), are recorded for a UOAT bargaining unit employee. Once the aforementioned thirty-five (35) consecutive days of sick absence are recorded,the formula used for determining vacation forfeiture shall be based upon the number of consecutive days of sick absence, excluding Regular Days Off (RDO's).

EXAMPLE:

Number of consecutive days absent, excluding Regular Days Off (RDO's	X	Vacation allowance	=	Number of days to be forfeiture rounded to the nearest integer.
Number of days worked by UOAT bargaining unit employee (See formula below).				

FORMULA

365	Days in a year
-104	Weekends
- 12	Holidays
- 3	Personal Days
246	Days Worked by UOAT Bargaining Unit employee

1. Leap Year will not change equation

2. All other provisions set forth in the February 1990 instructions entitled Guidelines for Handling Vacation Forfeiture Requests will apply.

3. In this formula, Weekend and Holiday's will be considered (RDO's) for the purpose of paragraph 2, (A) (B) & (C) in the letter dated May 22, 1996.

John Lynch, President
Union of Automotive Technicians
Local 563 A.F.L.-C.I.O.

Jim Anselmi, Manager
Central Automotive Division
Date 6/5/96

EXHIBIT L-16

Union of Automotive Technicians

LOCAL 563, A.F.L.-C.I.O.
12 BYRD STREET
ISELIN, NEW JERSEY 08830

908-634-7019

JOHN LYNCH, President

ROBERT O'SHEA, Vice Pres.
WILLIAM MORRISON, Genl. Counsel

T. J. KELLY, Fin. Sec.
LEONARDO FODERA, Rec. Sec.

May 22, 1996

Jim Anselmi, Manager
Central Automotive Division
Port Authority Technical Center
241 Erie Street
Jersey City, New Jersey 07310

Re: UOAT Grievance No. 14U-95
AAA Case No. 13 300 00929 95

Dear Mr. Anselmi:

In full resolution of the above-referenced matter, the parties agree to the following:

1. An injury on duty occasion of sick absence may be counted by the Manager of the Central Automotive Division (or his designee) when making a determination as to whether an employee has been excessively absent during the preceding twenty-four (24) month period.

2. The employer agrees, however, that an injury on duty occasion of sick absence shall not be used to initiate (trigger) a disciplinary action under the UOAT Memorandum of Agreement.

3. Scott Mac Connell will be made whole and shall be credited with three (3) additional vacation days to his 1996 vacation allotment.

4. Scott Mac Connell will have the choice to either forfeit one (1) days pay, or its equivalent, based upon his preceding twenty-four (24) month absence record, inclusive of his most recent absences on October 2, 1995 and October 3, 1995 and February 8, 1996 and February 9, 1996.

John Lynch, President
Union of Automotive Technicians
Local 563 A.F.L. - C.I.O.

Concurred:

Jim Anselmi, Manager
Central Automotive Division

Date: 6/5/96

RCC NB

EXHIBIT L-17

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

(212) 435-7000
(201) 961-6600

November 27, 1996

Mr. John Lynch, President
Union of Automotive Technicians
Local 563
12 Byrd St.
Iselin, NJ 08830

RE: Grievance Nos. 10U-95 and 18U-95

Dear Mr. Lynch:

This is to confirm our discussion of October 24, 1996, with Tom Lubas, Manager, Central Automotive Division, that, with respect to grievance No. 10U-95, in declared snow emergencies, the full shift will be slipped consistent with provisions of the memorandum of agreement.

With respect to 18U-95, we concur with Jim Anselmi's response to you at the first step and our discussions with you on this matter have been without prejudice as to time limitations.

Sincerely,

Dwight D. Darcy
Manager
Labor Relations Department

cc: T. Lubas

RCC

EXHIBIT L-18

THE PORT AUTHORITY OF NY & NJ

Central Automotive Division
241 Erie Street, Room 202
Jersey City, N.J. 07310-1397
(201) 216-2340

December 4, 1996

John Lynch, President
Union of Automotive Technicians
12 Byrd Street
Iselin, NJ 08830

Ref: UOAT Grievance No. 2-U-96

Dear John:

Based on an investigation of the above referenced grievance, the jump starting of police vehicle 52158 should have been performed by a member of the UOAT. As indicated in the attached copy of my memo to Lieutenant Dowling, I have asked the facility police command at LaGuardia to reiterate the policy that unless there exists an emergency or the vehicle's condition or location poses an immediate danger, "unit work" provisions in the UOAT agreement mandate that CAD be called to respond to the situation.

I hope this satisfies your concerns.

Sincerely,

Tom Lubas, Manager
Central Automotive Division

CC: E. Tighe, D. Wojciechowski

RCC NB

EXHIBIT L-19

Union of Automotive Technicians

LOCAL 563, A.F.L.-C.I.O.
12 BYRD STREET
ISELIN, NEW JERSEY 08830

908-634-7019

JOHN LYNCH, President

T. J. KELLY, Vice Pres.
WILLIAM MORRISON, Genl. Counsel

VITO PUCCI, Fin. Sec.
LEONARDO FODERA, Rec. Sec.

July 3, 1997

Lillian Valenti, Director
Office of Medical Services
Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

Re: Improper Practice Case No. IP97-8 (UOAT)

Dear Ms. Valenti:

In full resolution of the above-referenced Improper Practice Charge, the parties agree to the following:

1. Medical services for UOAT members shall be provided in accordance to PAI 60-1.01, dated October 5, 1979.

2. The employer shall, in addition, provide colon-rectal examinations to all UOAT members over 40, or as medically indicated, provide stress tests to UOAT members where diagnostically indicated,provide the complete gynecological examination upon request for female UOAT members and provide flu and pneumonia vaccines to all UOAT members.

3. The parties agree that this resolution will not change and/ or alter any past practice involving the provision of medical services to UOAT members.

4. The UOAT will withdraw Improper Practice Case No IP 97-8 from the jurisdiction of the Port Authority Employment Relations Panel.

John Lynch, President
Union of Automotive Technicians
Local 563 AFL-CIO

Concurred: Lillian D Valenti
Lillian Valenti,Director
Office of Medical Services

Date: July 13, 1992

EXHIBIT L-20

THE PORT AUTHORITY OF NY & NJ

ONE WORLD TRADE CENTER
NEW YORK, NY 10048

(212) 435-7000
(201) 961-6600

November 13, 1997

Lieutenant Louis Echavarria, President
Port Authority Lieutenants Benevolent Association
282 First Avenue
Massapequa Park, N.Y. 11762

John Lynch, President
The Union of Automotive Technicians
7 Byrd Street
Islin, N.J. 07095

Re: Settlement of Improper Practice Charges IP 97-12 (UOAT), 97-31 (LBA), 97-32 (UOAT) and Grievance No. 1330 0341 97 (1L-97)

Dear Lieutenant Echavarria and Mr. Lynch:

The parties agree to the following in full resolution of the above referenced Improper Practice Charges and Grievance.

IP 97-12 (UOAT) and 1L-97

The Union of Automotive Technicians ("UOAT") filed Improper Practice Charge IP 97-12 with the Port Authority Employment Relations Panel ("Panel") alleging that The Port Authority of New York and New Jersey ("Port Authority") violated the Port Authority Labor Relations Instruction ("Instruction") by failing to provide UOAT members with a Personal Information Profile for 1996. Likewise, the Port Authority Lieutenants Benevolent Association ("LBA") filed a grievance with the American Arbitration Association alleging that the Port Authority violated the Memorandum of Agreement by failing to provide LBA members with a Personal Information Profile for 1996. This grievance was withdrawn from the American Arbitration Association and consolidated with the above referenced charges.

Rcc

In resolution of IP 97-12 and LBA Grievance 1L-97the Port Authority acknowledges: under the Memorandum of Agreement between the Port Authority and the UOAT §XI b. and under the Memorandum of Agreement between the Port Authority and the LBA Letter Addendum dated June 3, 1993, the Port Authority is obligated to issue Personal Information Profiles to members of the UOAT and LBA bargaining units on an annual basis. The Port Authority did not issue Personal Information Profiles in 1996.

IP 97-31 (LBA) and IP 97-32 (UOAT)

The LBA and UOAT filed identical Improper Practice Charges against the Port Authority alleging that it violated the Instruction and the parties' Memorandum of Agreement by implementing unilateral alterations in the June 1997 distribution of Personal Information Profiles.

In resolution of IP 97-31,32 the Port Authority agrees to include the following in the 1998 Personal Information Profile:

1. Health Insurance - The same type of information as set forth in the 1997 Personal Information Profile will be included. However, the open enrollment health insurance package describing the plans will also be attached to the end of each Personal Information Profile.

2. Coordination of Benefits - This topic will be included and will provide the same type of information as set forth in the 1994 Personal Information Profile.

3. Retirement System - The same type of information regarding the retirement system as set forth in the 1997 Personal Information Profile will be included. However, this section will also refer employees to their New York State and Local Retirement Systems Member Statement for specific information. The Port Authority agrees that if the New York State and Local Retirement Systems cease providing the information set forth in the Member Statement, the Port Authority will provide the same type of information on the retirement system that was included in the 1994 Personal Information Profile.

4. Sick leave - The Personal Information Profile will refer to the current Memorandum of Agreement.

5. Vacation - The Personal Information Profile will refer to the current Memorandum of Agreement.

6. Personal leave days - The Personal Information Profile will refer to the current Memorandum of Agreement.

7. Long-Term Disability - The Personal Information Profile will refer to the current Memorandum of Agreement.

8. Unemployment compensation - This topic will be included and will provide the same type of information as set forth in the 1994 Personal Information Profile.

9. Social Security - This topic will be included and will provide the same type of information as set forth in the 1994 Personal Information Profile.

10. Forms and Worksheets - The Employee Personal Status Change Form, Home Address and Telephone Change Request Form and Retirement Benefit Worksheets for Tier 1, 2, 3 and 4 members will be attached to the Personal Information Profile. However, the worksheets will be revised by deleting the Port Authority Employment Benefits telephone number and by referring employees to the Retirement System Member Statement rather than to the Retirement Section of the Personal Information Profile.

Very truly yours,

Rosetta A. Jannotto
Employee Benefits Manager

cc: Rebecca C. Croneberger, Esq.
William Morrison, Esq.

CONCUR:

Louis Echavarria, President
Port Authority Lieutenants
Benevolent Association

Date: December 1, 1997

John Lynch, President
The Union of Automotive Technicians

Date: December 4, 1997

EXHIBIT L-21

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY MEMORANDUM

TO: Directors and Above
FROM: Louis J. LaCapra
DATE: November 14, 1997
SUBJECT: VACATION EXCHANGE PROGRAM - REPRESENTED STAFF

I am pleased to announce the implementation of this year's Vacation Exchange Program for employees represented by the Building Trades Unions (BTU), Communications Workers of America (Local 1032), International Brotherhood of Electrical Workers (IBEW) and Union of Automotive Technicians (UOAT). This memorandum will provide you with information necessary to determine eligibility and process payments.

1997 Lump Sum Vacation Exchange Program

In order to be eligible to receive a vacation exchange payment in 1997, staff in the above represented groups must:

1. Have a 1997 vacation allowance of at least 20 days (BTU), 21 days (IBEW, UOAT) or 24 days (CWA Local 1032);

2. Have had 3 or less days of sick or injury on duty absence during the period December 1, 1996 through November 30, 1997;

3. Have taken a minimum of 10 vacation days as time off during 1997.

Eligible employees may exchange up to 5 days of their 1997 vacation allowance for a lump sum cash payment; in addition, employees represented by the BTU, CWA (Local 1032) and UOAT who have had perfect attendance during the period December 1, 1996 through November 30, 1997 may exchange up to 10 days of their 1997 vacation allowance.

Processing of 1997 Lump Sum Payments

Eligible employees who wish a vacation exchange payment must submit a written request to their division or facility manager. Managers will verify that all applicable eligibility requirements have been met, and will forward approved requests to their Department or Office Director.

For 1997 lump sum payments, each Director will submit a consolidated Special Payment Request form (PA 1992) directly to Payroll, 69 West, with an information copy to the Manager, Compensation and Benefits Division, 61 West (a formatted PA 1992 is included as Attachment A). Special Payment Requests must be received by Payroll no later than noon on Wednesday, November 26.

Payment for 1997 exchanged days will be made in a lump sum at the employee's daily rate of pay in effect at the time the check is drawn, and will be distributed in a separate check on Thursday, December 11.

RCC NB

1998 Amended Vacation Exchange Program

Employees represented by the CWA Local 1032 and UOAT may also elect to exchange a portion of their 1998 vacation allowance for cash in the form of biweekly payments. Payments will be included in their regular paychecks at the employee's base salary rate as of December 31, 1997.

Participation criteria for the Amended Vacation Exchange Program are the same as those for the regular (lump sum) Vacation Exchange Program, except that eligibility is based upon the prior year's attendance record. Thus, if an employee's attendance in 1998 falls below the standard for eligibility, he/she will not be eligible to participate in the program for 1999.

As has been true since 1992, the Port Authority will continue to report payments under the Amended Vacation Exchange Program for retirement purposes. Although the Port Authority has received no formal notification, we understand that the New York State and Local Employees' Retirement System will consider biweekly payments under the Amended Vacation Exchange Program as salary for pension calculation purposes. However, lump sum payments will continue to be excluded from final average salary.

Eligible employees who wish to waive 1998 vacation days in exchange for biweekly payments must submit a written request to their division or facility manager. Managers will verify that all eligibility criteria have been met and will forward approved requests to their Department or Office Director. The election form for the 1998 biweekly program, which is included as Attachment B, must be submitted to Payroll, 69 West, by noon on Wednesday, November 26.

Please direct any questions concerning the contents of this memorandum and its attachments to Bernie Meyer at (212) 435-4651. Questions related to processing of payments should be directed to Eileen Meyers in Payroll at (212) 435-7996.

Louis J. LaCapra
Director
Human Resources Department

RCC

EXHIBIT L-22

THE PORT AUTHORITY *OF NY & NJ* **Memorandum**

TO: All Members of the LGA Command #76-98
FROM: Gene Ceccarelli
DATE: June 12, 1998
SUBJECT: **PORT AUTHORITY AUTOMOTIVE**

COPY TO: F. Morrone, M. Scott, T. Farrell, W. Hall, J. Romito, J. Morris, W. Cafaro, A. Infante, E. Dowling, L. Brath, G. Danese PBA, L. Echavarria LBA, M. O'Neill SBA, TC's Office, Sgt's Office, Det's Office, Police Desk, Roll Call, PO Francis, PO Garcia, PO Petriello, GC, File

This is a reminder that whenever a Port Authority vehicle (police or operations) becomes disabled and needs to be towed, the Port Authority Automotive unit must be called to provide that service.

When automotive is not manned, the Crew Chief will call the 9-0 who will utilize the call-in procedure for Central Automotive.

If any difficulty arises in obtaining PA Automotive, this must be documented on a handwritten to the staff office.

Gene Ceccarelli
Gene Ceccarelli
Police Captain
Commanding Officer
LaGuardia Airport

/se

PORT AUTHORITY POLICE
Pride Service Distinction

EXHIBIT L-23

THE PORT AUTHORITY OF NY & NJ

November 13, 2008

Mr. Vito Pucci, President
Union of Automotive Technicians
21 Redwood Road
New Hyde Park, NY 11040

Dear Mr. Pucci,

The Port Authority agrees that bid specifications, purchase orders, rental agreements and/or contracts for vehicles and/or equipment will be provided to UOAT representatives upon request.

Sincerely,

Mike McDonough, Manager
Central Automotive Division

Port Authority Technical Center
241 Erie Street
Jersey City, NJ 07310-1397

EXHIBIT L-24

THE PORT AUTHORITY OF NY & NJ

ONE WORLD TRADE CENTER
NEW YORK, NY 10048

(212) 435-7000
(973) 961-6600

September 29, 1998

Mr. John Lynch, President
Union of Automotive Technicians
12 Byrd St.
Iselin, NJ 08830

Re: Group Health Insurance Plan and Group Dental Insurance Plan provided by Blue Cross and Blue Shield of Greater New York group contract No. GC-1743, and Prudential Insurance Company of America, Inc., group policy No. 14910 in effect for Managerial Employees as of July 26, 1987, as identified in Paragraph 1 (a) of Section VII of the Memorandum of Agreement

Point of Service or Preferred Provider Organization Health Benefit Plans as identified in Paragraph 1 (b) of Section VII of the Memorandum of Agreement

Prescription Drug Plan and Vision Care Plan as identified in Paragraph 2 and 3 of Section VII of the Memorandum of Agreement

Dear Mr. Lynch:

In response to the UOAT's request for a clarification concerning certain aspects of medical and dental benefits coverage under newly negotiated contract language, please be advised that medical and dental benefits currently enjoyed by covered members and their eligible dependents has not been diminished in any respect by the introduction of new contract language. As in the past, medical and dental benefit coverage provided under the Group Health Insurance Plan and the Group Dental Insurance Plan shall remain unchanged. These Plans, like the newly negotiated Point of Service or Preferred Provided Organization Health Benefit Plans, the Prescription Drug Plan the Vision Care Plan, each of which is referenced above, shall continue to provide for:

1. Coverage for the covered employee and his/her eligible dependents.

2. Coverage for covered employees who retire during the term of this Memorandum of Agreement, including his/her eligible dependents, in accordance to Paragraph 6 of Section VII.

3. Coverage for covered employee and his/her eligible dependents, and for covered employees who retire during the term of this Memorandum of Agreement, including his/her dependents, for surgical benefits according to an allowance of the reasonable and customary charges, as well as hospitalization coverage for out-patient hospital care for sudden and serious illness.

4. Coverage for the covered employee and his/her eligible dependents, and for covered employees who retire during the term of this Memorandum of Agreement, including his/her eligible dependents, for child coverage, hospital nursery care, alcoholism coverage and mental nervous disorder coverage.

5. A Major Medical Lifetime Maximum of $1,000,000 for each covered employee and his/her eligible dependents under the Group Health Insurance provided by Blue Cross and Blue Shield of Greater New York group contract No. GC-1743, and Prudential Insurance Company of America, Inc., group policy No. GH-14910, and up to the greater of $100,000 or the unused portion of the $1,000,000 lifetime maximum, whichever is greater, for each covered employee who retires during the term of this Memorandum of Agreement, including his/her eligible dependents.

Sincerely,

H Zulauf

Hank Zulauf
Manager
Labor Relations Division

NB RCC

EXHIBIT L-25

THE PORT AUTHORITY OF NY & NJ

ONE WORLD TRADE CENTER
NEW YORK, NY 10048

(212) 435 7000
(973) 961-6000

December 10, 1998

Mr. John Lynch, President
Union of Automotive Technicians
12 Byrd St.
Iselin, NJ 08830

Dear Mr. Lynch:

As a supplement to the Snow Emergency Coverage and Snow Coverage provisions under Section XV of the current Memorandum of Agreement the parties agree that:

A) Day shift employees who are required to work nights during a snow emergency will continue the past practice of working 7 p.m. to 7 a.m., but will be offered the opportunity to work 14 hours on the 1st day of the snow storm.

B) In the event that Central Shop employees are required to work 5 p.m. to 7 a.m. for snow coverage at either SIB or PN Auto Shops, (1) Day Shift Machinist and (1) Day Shift Welder will be requested to work nights and follow the past practice of working 7 p.m. to 7 a.m. and be offered the opportunity to work 14 hours on the 1st day of the snow storm.

Notwithstanding the provision of paragraph "B" above in the event that Central Shop is relocated in the future, a new snow/emergency coverage procedure, replacing the procedure identified in paragraph "B" above will be mutually developed and agreed to by the President, UOAT and the Manager Central Automotive Division.

Sincerely,

H Zulauf

Hank Zulauf
Manager
Labor Relations Division

Concurred:

John Lynch

John Lynch, President
Union of Automotive Technicians

Date:

12/15/98

RCC

NB

EXHIBIT L-26

Union of Automotive Technicians

LOCAL 563, A.F.L.-C.I.O.
12 BYRD STREET
ISELIN, NEW JERSEY 08830

908-634-7019

JOHN LYNCH, President

T. J. KELLY, Vice Pres.
WILLIAM MORRISON, Genl. Counsel

VITO PUCCI, Fin. Sec.
LEONARDO FODERA, Rec. Sec.

February 5, 1999

Tom Lubas, Manager
Central Automotive Division
Port Authority Technical Center
241 Erie Street
Jersey City, New Jersey 07310

Re: Meeting with A. Rhone, T. Lubas and J. Lynch at the PATC on February 2, 1999.

Dear Tom:

In accordance to our discussions at the above captioned meeting, the Union has prepared and is submitting for your review, an illustration of the understanding reached in regard to insuring that bargaining unit employees, pursuant to PAI 20-3.05, receive appropriate paid excused time and eight (8) hours of time off between the early termination of work of a normal tour and the start of new work resulting from a change in schedule.

Illustrations:

The Day Shift employees report at their normal starting time of 7AM. The employer then, for example, instructs the Day Shift employees to end their regularly scheduled shift at 12PM, receive paid excused time of three (3) hours for the remainder of that shift, and to return that evening for a 7PM to 9AM shift (14 hours). The shift starting time for these employees is 7PM, however, such employees shall be granted paid excused time from that 7PM start in a manner which guarantees eight (8) hours off between the termination of work and the start of new work. In the example above, these employees would receive one (1) hour of paid excused time at the beginning of his/her new work shift and report to work at 8PM and work to 9AM. These employees will continue to receive pay for the entire fourteen (14) hour shift.

In another illustration, day shift employees who are instructed to end their

regularly scheduled shift at 11AM will receive paid excused time for four (4) hour for the remainder of their normal shift, and they will return to work that evening for a 7PM to 9AM shift (14 hours), receiving no (0) hours of paid excused time at the beginning of his/her new work shift (7PM to 9AM).

These illustrations are consistent with PAI 20-3.05 which limits such paid excused time to four (4) hours. Further, since there is no normal day shift scheduled on weekends or holidays, no paid excused time will apply at the beginning of the 7PM to 9AM shift, unless affected day shift employees have also been scheduled to work 7AM to 3:30PM on the affected weekend day or holiday.

The Union believes that the above illustrations accurately portrays the understanding agreed to. If not, please contact the Union immediately so that there can be further discussions in this regard.

Thank you for your cooperation and assistance in this matter.

Very truly yours,

John Lynch

John Lynch, President
Union of Automotive Technicians

Approved: Alan R Stone
Director, Operations Services Department

Date: 3/2/99

cc: H. Zulauf, Manager

NP

RCC

EXHIBIT L-27

THE PORT AUTHORITY OF NY & NJ

May 28, 2008

Vito Pucci, President
Union of Automotive Technicians
21 Red Wood Road
New Hyde Park, NY 11040

RE: IMPROPER PRACTICE CHARGE NO. 07-20 (UOAT)

Dear Mr. Pucci:

In full and complete resolution of any and all claims in the above referenced Improper Practice Charge, The Port Authority of New York and New Jersey and the Union of Automotive Technicians (UOAT) agree as follows:

1. Effective immediately, the Port Authority shall be permitted to reimburse petty cash payments to bargaining unit employees through the PeopleSoft Timekeeping System. These bargaining unit employees will be provided with the option of having petty cash reimbursements included in their regular paychecks, or being reimbursed via a separate check.

2. UOAT employees who submit complete and accurate petty cash vouchers to their designated Supervisor, or other authorized person will receive payment either in their regular paycheck, or in a separate check, depending on the option selected on the petty cash voucher; payment within thirty (30) calendar days of the submission for reimbursement via regular paycheck; payment to be made within fifteen (15) calendar days of the submission for reimbursement via a separate check.

3. Petty Cash reimbursements will be reflected as a nontaxable item on the employee's paycheck stub. Subject to applicable State and Federal law, no payroll deductions shall be made from petty cash reimbursement. Petty cash reimbursements will not be included as income on the employee's W-2 Form.

4. Direct deposit of petty cash reimbursements is available only to those employees who elect payment of petty cash by regular payroll check, and then only if the affected employee has already elected to participate in direct deposit. Petty cash reimbursements made via separate check will not be eligible for direct deposit.

5. If an employee subsequently has a question, such as which payments are included in a particular reimbursement, a designated individual at their facility will satisfactorily answer his or her inquiry within ten (10) working days.

3 Gateway Center - Ground Floor
Newark, NJ 07102
T: 973 792 3581

RCC

6. No other modification other than as set forth herein shall be made to practices concerning the payment of petty cash.

7. The UOAT agrees to withdraw Improper Practice Charge 07-20, with prejudice.

The resolution set forth above is contingent upon the UOAT's notification to the Port Authority that the Tentative Agreement reached by the parties on May 28, 2008 has been ratified. In the event the tentative resolution reached by the parties on May 28, 2008 is not ratified, the above resolution shall be null and void.

If you concur, please execute below and return one signed original to me.

Sincerely,

Rebecca C. Croneberger
Manager, Labor Relations
Labor Relations Department

Michael McDonough
Manager, Central Automotive Division

5/28/08
Date

Vito Pucci, President
Union of Automotive Technicians

5/28/08
Date

RCC

THE PORT AUTHORITY OF NY & NJ EXHIBIT L-28

PORT AUTHORITY TECHNICAL CENTER
241 ERIE STREET
JERSEY CITY, NJ 07310-1397

March 8, 2002

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

RCC NP

THE PORT AUTHORITY OF NY & NJ

Sergeant Mark L. O'Neill
Sergeants Benevolent Association

3-14-02
Date

Detective Richard Masella
Detectives Endowment Association

3-27-2002
Date

Police Officer Gasper Danese
Police Officer Benevolent Association, Inc.

3-19-02
Date

Mr. John Lynch
Union of Automotive Technicians

3/14/02
Date

RCC NB

EXHIBIT L-29

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.

Rcc

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

RCC

MEMORANDUM

Human Resources Department

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

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

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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

NB RCC

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

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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-2 '72

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 Allovance

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.

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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.

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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

RCC

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

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EXHIBIT L-30

THE PORT AUTHORITY OF NY & NJ

MEMORANDUM

OPERATIONS SERVICES DEPARTMENT

TO:	All Facility Managers
FROM:	Alan Rhome
DATE:	May 24, 2004
SUBJECT:	**RENTAL & PURCHASE OF AUTOMOTIVE EQUIPMENT & SERVICES**
COPY TO:	E. Butcher. P. Caggiano, R. Croneberger, K. King, L. LaCapra, D. Lombardi, T. Lubas, C. Maresca, M. McDonough, S. Napolitano, C. Pace, J. Paczkowski, S. Plumeri, A. Reiss, E. Schorno, P. Segalini

It has come to our attention that some departments or units have directly purchased or rented vehicles and/or automotive type equipment for Port Authority use. Under established Port Authority policy, the Manager, Central Automotive Division, is responsible to the Director of the Operations Services Department for centrally providing vehicles and automotive type equipment used for Port Authority purposes. This includes all types of automotive and related equipment and services, including motorized vehicles, trailers, special purpose equipment, pumps, outboard motors, large gardening equipment, boats, and all other motorized equipment or wheeled vehicles, including but not limited to those qualifying for registration under the motor vehicle laws of New York and New Jersey. Furthermore, automotive services such as the purchase of extended warranty provisions and/or maintenance and service agreements must be processed through the Manager, CAD. The rental of vehicles and/or automotive type equipment for Port Authority use also falls within the responsibility of the Manager, CAD. In this regard, all Departments and Unit Heads are reminded that rental requests for vehicles and/or automotive type equipment must be processed through the Manager, CAD. If the request is authorized, the staff of the Operations Services and Procurement Departments will then be responsible for making the necessary arrangements to provide the vehicles and equipment. Any practice where an individual Department or Unit Head obtains rental vehicles, related equipment and/or related services and materials, without first processing such a request through the Manager, CAD, should, therefore, immediately cease.

All Department and Unit Heads are further reminded that authorized rental vehicles and/or automotive type equipment obtained for Port Authority use for a period of more than thirty (30) days, require that any maintenance and/or minor repairs of this equipment be performed by CAD personnel. Major repairs (i.e. engine, transmission and final drives) that are warranted by the vendor will continue to be performed by the rental equipment vendor.

In an effort to complete CAD's asset management and equipment maintenance records, any Department or Unit that has rented vehicles or related equipment, services and materials without processing such a request through the Manager, CAD, should prepare a detailed listing of all such vehicles, equipment, services and materials that have been rented or contracted for. That detailed listing must be forwarded to the Manager, CAD no later than July 1, 2004.

Alan Rhome

Alan Rhome, Director
Operations Services Department

EXHIBIT L-31

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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

EXHIBIT L-32

March 9, 2005

Mr. John Lynch, President
Union of Automotive Technicians
12 Byrd Street
Iselin, NJ 08830

Dear Mr. Lynch:

I am pleased to inform you that effective immediately, employees in the Union of Automotive Technicians 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

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EXHIBIT L-33

THE PORT AUTHORITY OF NY & NJ

June 4, 2008

Vito Pucci, President
Union of Automotive Technicians
21 Red Wood Road
New Hyde Park, NY 11040

RE: Letter of Intent – Vending Machines

Dear Mr. Pucci:

This letter is to advise you that it is the Port Authority's intention to provide vending machines in lieu of cafeteria services at the Holland Tunnel, Lincoln Tunnel and George Washington Bridge facilities when the cafeterias are permanently closed.

However, the Port Authority cannot guarantee the length of time the vending machines will be available since that would be determined by the third party provider of such vending machines.

If you concur, please sign and return one original to me.

Sincerely,

Rebecca C. Croneberger
Manager, Labor Relations
Labor Relations Department

Vito Pucci, President
Union of Automotive Technicians

6/4/08
Date

Thomas Lubas, Deputy Director
Operations Services Department

6/4/08
Date

cc: S. Koehler, A. Rhome, R. Williams

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3 Gateway Center - Ground Floor
Newark, NJ 07102
T: 973 792 3581

EXHIBIT M

LONG-TERM DISABILITY (LTD) PROGRAM
Union of Automotive Technicians (UOAT)

LTD COVERAGE

If you have completed one (1) year of continuous service with the Port Authority, you may be eligible for benefits under the LTD Program. (NOTE: Effective January 1, 1993 this requirement was reduced to one year). 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 essential duties required of your job classification. 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.

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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' Retirement 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 to Section XXII (3) (4) of the current 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, 61E, One World Trade Center, 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

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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 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 of your position 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 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

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report for a medical evaluation by the Office of Medical Services. Your full and timely cooperation with these reviews is necessary in order to 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.

Revised 6/01/95

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EXHIBIT N

MEDICAL HEARING

Effective with the execution of this 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 Exhibit E in the 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 performing his duties" and no authority is granted herein to consider any other issue arising under this 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.

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.

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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.

EXHIBIT O

UOAT UNIT WORK CLARIFICATION

Purpose: It is the purpose of this Unit Work Clarification to clarify and further define the parties understanding regarding the term "UOAT Unit Work currently and heretofore performed by employees in the covered membership" as such term is used in Section XXIX of this Agreement.

Unit Work Clarification:

1. The Port Authority and the UOAT are desirous of minimizing future Unit Work disputes. In recognition of this mutual goal, the parties agree that vehicle modification work currently and heretofore performed by UOAT employees at the Port Authority's Central Automotive Shop may be performed by manufacturer(s) or by vendor(s) as part of the original purchase process. The Port Authority will now have the right to purchase any new or used vehicle and/or automotive equipment and have the new or used vehicle and/or automotive equipment modified by the manufacturer(s) or by the vendor(s) in any manner desired by the Port Authority prior to the new or used vehicle and/or automotive equipment being put into service. This right shall become effective July 1, 2005. The UOAT Unit Work Clarification Agreement, dated August 9, 2000 shall be the Agreement in effect until July 1, 2005. The new or used vehicle and/or automotive equipment shall be considered placed into service when the Central Automotive Division In-Service Form is provided to the client operating unit. A UOAT Shop Steward, or other designated UOAT employee shall be present when the CAD In-Service Form is provided to the client operating unit. Once signed or initialed, the UOAT will be provided with a copy of the fully executed In-Service Form. Where such modification work is performed by the manufacturer(s) or by the vendor(s) at a Port Authority Automotive Shop, an equal number of UOAT employees to non-unit personnel shall be required to perform such work. Except as provided in paragraph 3, below, once any new or used vehicle and/or automotive equipment is placed into service, any modification, maintenance, repair or installation work on those vehicles and/or automotive equipment, unless defective or malfunctioning prior to being placed into service, or covered by warranty provisions as provided under the Memorandum of Agreement, shall be the exclusive responsibility of UOAT employees irrespective of whether such work was currently and heretofore performed by UOAT employees. Upon the expiration of the

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relevant warranty period, if applicable, any modification, maintenance, repair or installation work on these vehicles and/or automotive equipment shall be the exclusive responsibility of UOAT employees irrespective of whether such work was currently and heretofore performed by UOAT employees.

2. Where non-warranty work is required on the new or used vehicle and/or automotive equipment that impairs, modifies or voids an applicable warranty, the Port Authority may require the vehicle manufacturer(s), vehicle component manufacturer(s) or vendor(s) to perform such modification, fabrication, repair or installation. In such circumstances, however, an equal number of UOAT employees and non-unit personnel will perform such work.

3. Under the following circumstances only, the Port Authority is not required to have UOAT employees perform modification and/or installation of component parts on any Port Authority vehicle and/or automotive equipment owned by the Port Authority that has been placed in service:

   a. When a vehicle must be retrofitted with a component so that it may be operated in compliance with law or regulation promulgated after the vehicle is put into service; and, where the volume of such modification and/or installation work that is to be performed, if such work were to be done solely and exclusively by UOAT employees, would require the Port Authority to abandon a substantial amount of normal maintenance and repair routines and impair the Port Authority's ability to assure an adequate number of vehicles and/or automotive equipment remain in service; or

   b. When a vehicle must be retrofitted with a component that must be installed only by the manufacturer, the component manufacturer or their representative in order to establish and/or maintain a warranty on the newly installed component. In these circumstances, the Port Authority will obtain written confirmation from the manufacturer, or the component manufacturer that they extend warranty coverage to the component only if they or their representative install the component and will provide a copy of such confirmation to the UOAT.

EXHIBIT P

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 employee it appears that the matter under discussion may result in disciplinary action against the employee, that employee 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 his/her 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. Transfer to a grade or title having different types of duties or responsibilities.

4. Compulsory Leave of Absence Without Pay not to exceed 60 days for any and all offenses charged in connection with any one transaction.

5. Reduction in Seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.

6. Official Reprimand, officially noted upon the employee's personnel file maintained at the facility.

7. Forfeiture of Vacation Privileges.

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8. 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 year from the date of such letter, it shall be null and void, 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. A letter of reprimand must either be initialed by the employee, or if such employee refuses to so 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 ability to perform his duties, or because of 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, or transfer of a permanent employee is sought on the grounds of mental or physical incapacity. See Exhibit "N" annexed hereto.

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 Exhibit "E." - Step Three of the Memorandum of Agreement (unless the employee waives the filing of such Charges or the holding of such hearing):

(1) Dismissal; (2) demotion; (3) transfer; (4) compulsory leave of absence without pay for a period longer than ten (10) calendar days (for all offenses charged in connection with any one transaction); (5) loss of seniority; (6) forfeiture of more than three (3) days vacation (for all offenses charged in connection with any one transaction).

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 Exhibit "E." - Step Three (unless the employee waives the filing of such charges or the holding of such hearing):
(1) Compulsory leave of absence without pay for a maximum period of ten (10) consecutive calendar days or less (for all offenses charged in connection with any one transaction); (2) official reprimand; (3) forfeiture of vacation (but not more than three (3) days).

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 his/her 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.

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 his right to have Charges/NOI filed and may waive his/her 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 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/NOI are withdrawn, the Charges/NOI shall be filed with his/her record and entry made in his/her record "Resigned under Charges pending trial."

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 Assistant General Counsel

Employment Relations of the Law Department); 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; 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 base pay and longevity for the period of the temporary suspension, 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 his base pay and longevity for the period of his 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,

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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 through channels to his Department or Office Director. Whenever a charge is made by a person not connected with the Port Authority, it shall be transmitted through channels to the

Department or Office Director of the employee sought to be disciplined.

D. Time Limitation

Charges signed by a Department Director more than two years after the alleged commission of the offense charged, shall be void.

E. Action by Department or Office Director

Upon receipt of Charges and after such preliminary investigation as he deems necessary, the Department or 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

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Assistant General Counsel Employment Relations of the Law Department or his designee, or

5. In the event that he is of the opinion that any disciplinary action enumerated in Paragraph IV.A. should be sought, he shall submit the Charges to Assistant General Counsel Employment Relations of the Law Department or his designee and request that the Charges be submitted directly to Step Three of Exhibit E. annexed to this Memorandum of Agreement for handling as provided therein for Charges seeking such disciplinary action.

F. Action by the Assistant General Counsel Employment Relations of the Law Department

If the Assistant General Counsel Employment Relations 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 Arbitrator. A copy of the request for the selection of the Arbitrator shall be provided to the Union and the Attorney for the Union. Selection of the Arbitrator 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

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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 Assistant General Counsel Employment Relations of the Law Department or his designee for review prior to service upon the employee. The Assistant General Counsel Employment Relations of the Law Department or his

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designee will then submit a request to the American Arbitration Association for the selection of an Arbitrator in accordance with Section VIII, paragraph F. A copy of said request for the selection of the Arbitrator shall be provided to the Union and the Attorney for the Union.

C. Time Limitation

A NOI served on an employee more than two years after the alleged commission of the offense charged, shall be void.

D. The Assistant General Counsel Employment Relations of the Law Department or designee will submit a request to the American Arbitration Association for the appointment of an Arbitrator under then Voluntary Labor Arbitration Rules of the American Arbitration Association. A copy of the request for the selection of the Arbitrator shall be provided to the Union and the Attorney for the Union.

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. 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/her representative to the Assistant General Counsel Employment Relations of the Law Department or designee the Port Authority will provide 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 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 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. 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 and specifications. The Arbitrator may grant any other adjournments that are deemed warranted.

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