

Torres Rojas, Genara

FOI#13697

From: wcook@brownconnery.com
Sent: Friday, January 11, 2013 10:57 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: William
Last Name: Cook
Company: Brown & Connery LLP
Mailing Address 1: 360 Haddon Avenue
Mailing Address 2:
City: Westmont
State: NJ
Zip Code: 08108
Email Address: wcook@brownconnery.com
Phone: 856-854-8900
Required copies of the records: Yes

List of specific record(s):

Our firm is counsel for the Delaware River Port Authority. For purposes of ongoing negotiations with the DRPA police, we respectfully request to most recently approved police contracts for police officers at the Port Authority of New York and New Jersey. Thank you. Respectfully submitted, William F. Cook, Esq. Brown Connery LLP 360 Haddon Avenue Westmont, NJ 08108 wcook@brownconnery.com 856-854-8900

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

January 18, 2013

Mr. William Cook
Brown & Connery LLP
360 Haddon Avenue
Westmont, NJ 08108

Re: Freedom of Information Reference No. 13697

Dear Mr. Cook:

This is a response to your January 11, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed), for a copy of the most recent approved police contracts for police officers at the Port Authority of New York & New Jersey.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13697-O.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (4) of the Code.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



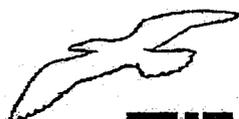
Ann L. Qureshi
FOI Administrator

Enclosure

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

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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

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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.

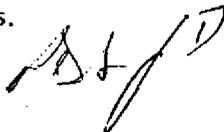
VII. Central Police Pool

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

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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,

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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.

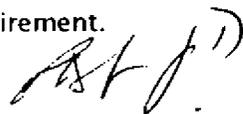
d. Effective with the execution of this Memorandum of Agreement, the Port Authority shall provide Group Health Insurance (i.e., hospitalization, surgical/medical and major medical benefits) for each active Police Officer (Job Specification 2600), including sponsored child coverage, under the Preferred 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.



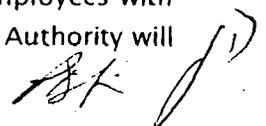
6. A copy of any insurance contract, insurance policy, prescription plan and riders, if any, covering Police Officers, including the policy number thereof, and the premium costs per month to the Port Authority of such insurance policy or plan, shall be provided by the Port Authority to the designated 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.

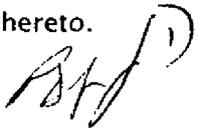
d. In the event the Port Authority improves the Group Dental Insurance benefits provided under Paragraphs 1 a. or 1 b. herein for managerial employees during the term of this Memorandum of Agreement, said improvements will be provided to the Association on not less than the most favorable terms, provided 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.

A handwritten signature in black ink, appearing to be 'A.H.F.' with a circled 'D' to the right.

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.



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- 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. 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.



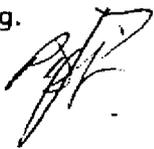
6. Each Police Officer shall be afforded the option, subject to the provisions of this Paragraph and Paragraph 2 hereof, to accumulate in a compensatory time bank up to Four hundred Fifty (450) hours of non-FLSA overtime in lieu of receiving overtime pay pursuant to Paragraph 1 hereof. Each Police Officer 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.



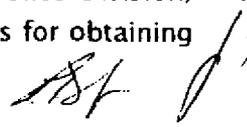
11. Overtime payments shall be made only in circumstances where overtime work is incurred in accordance with existing Public Safety Department (formerly known as Police Division) policy or procedures or where such work is required by authorized Public Safety Department personnel.

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



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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 1a 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

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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 1b 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

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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.

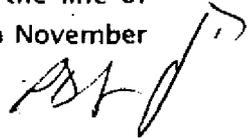
XVII. Holidays

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 or 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

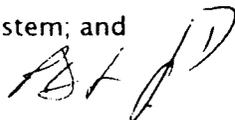
have vacation days forfeited from the calendar year in which the absence occurs; absences which begin in one calendar year and continue into a successor calendar year shall have vacation days forfeited based upon the entire period of absence first from the calendar year in which the absence began and, 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

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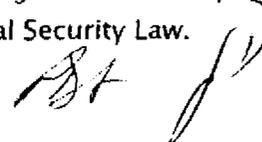
respect to each full calendar year of service as a Police Officer and any full calendar year during which a Police Officer is promoted.

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".

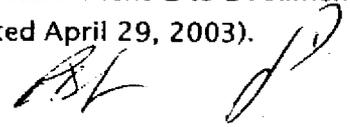
XXV. Excused Absences and Personal Leave

- 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).

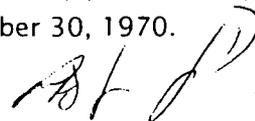


XXVII. Seniority

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.

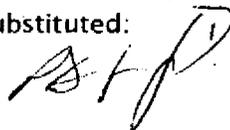
(iii) The determination of the Hearing Officer as to whether the charge(s) has (have) been sustained and the disciplinary action to be taken shall be final and binding upon the Port Authority, the Association and the Police Officer charged unless referred to arbitration as provided in Appendix G annexed 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.

A. H. F.

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:

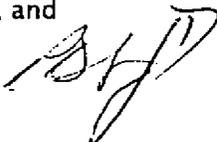
First, an initial estimate shall be determined by use of the following formula:

$$\frac{a}{b} = \frac{c}{d}$$

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

27594 (C) 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.

27594 (C) 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

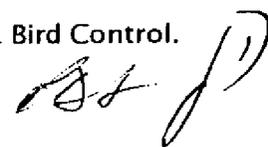
- 1) During the term of this Memorandum of Agreement, no Police Officer shall, except in emergencies, be required on a recurring basis to perform duties not contained in Job Specification No. 2600 dated September, 1976, and further revised with the agreement of the Association and dated November, 1983,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

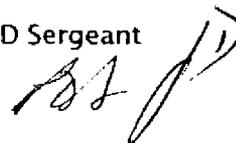
- a. 20 Positions – 4 posts – Desk Police Officer at S.I.B., H.T., L.T., and G.W.B.
- b. 16 Positions – 4 posts – J.F.K. parking lot 7 and 8, and L.A.G. parking lot 5E and public parking lot 2
- c. 6 positions – 2 posts – J.F.K., L.A.G., N.I.A. Bird Control.



- 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

BA *J*

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

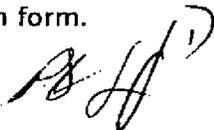
At least two standard pay periods before any modification to the existing representation fee to be deducted, the Association shall notify the Port Authority in writing of the representation fee sum to be deducted from non-members' wages and salaries, but in no event shall such fee exceed 85% of the membership 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.

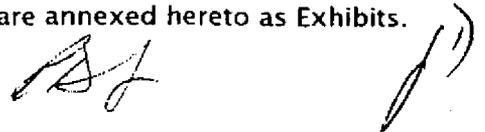
3. As used in this section, the term "permanently disabled" shall mean "physically or mentally incapacitated for the performance of duty as a Police Officer," the term "Workers' Compensation Law" shall include both the New York Workers' Compensation Law and the New Jersey Workers' Compensation Act, and 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.

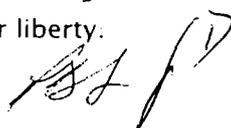
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III. Indemnification and Defense Against Civil Liability

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.

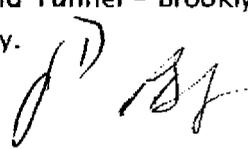
3) Counsel fees reimbursable pursuant to this Section shall be paid within sixty days of submission.

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;

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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.

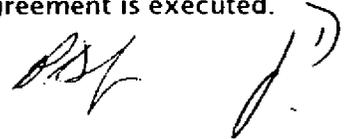
2. Searches of lockers in connection with criminal investigations will be governed solely by applicable law.

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.

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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

PORT AUTHORITY POLICE BENEVOLENT
ASSOCIATION, INC.

By

Witness

Witness

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

Effective 1/21/03

Step 2 Bi-Weekly \$1,605.9773

Step 3 Bi-Weekly \$1,846.6092

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

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

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

Effective 1/21/03

Effective 1/21/03

Step 4 Bi-Weekly \$2,123.2023

Step 5 Bi-Weekly \$2,441.2789

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

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

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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

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

Effective 1/21/04

Effective 1/21/04

Step 2 Bi-Weekly \$1,666.2015

Step 3 Bi-Weekly \$1,915.8308

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

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

AS *JD*

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

Effective 1/21/04		Effective 1/21/04	
<u>Step 4</u> Bi-Weekly	\$2,202.8223	<u>Step 5</u> Bi-Weekly	\$2,532.8269
After 1 Year	\$22.03	After 1 Year	\$25.33
After 2 Years	\$33.04	After 2 Years	\$37.99
After 3 Years	\$44.06	After 3 Years	\$50.66
After 4 Years	\$55.07	After 4 Years	\$63.32
After 5 Years	\$66.08	After 5 Years	\$75.98
After 6 Years	\$77.10	After 6 Years	\$88.65
After 7 Years	\$88.11	After 7 Years	\$101.31
After 8 Years	\$99.13	After 8 Years	\$113.98
After 9 Years	\$110.14	After 9 Years	\$126.64
After 10 Years	\$121.16	After 10 Years	\$139.31
After 11 Years	\$132.17	After 11 Years	\$151.97
After 12 Years	\$143.18	After 12 Years	\$164.63
After 13 Years	\$154.20	After 13 Years	\$177.30
After 14 Years	\$165.21	After 14 Years	\$189.96
After 15 Years	\$176.23	After 15 Years	\$202.63
After 16 Years	\$187.24	After 16 Years	\$215.29
After 17 Years	\$198.25	After 17 Years	\$227.95
After 18 Years	\$209.27	After 18 Years	\$240.62
After 19 Years	\$220.28	After 19 Years	\$253.28
After 20 Years	\$231.30	After 20 Years	\$265.95
After 21 Years	\$242.31	After 21 Years	\$278.61
After 22 Years	\$253.32	After 22 Years	\$291.28
After 23 Years	\$264.34	After 23 Years	\$303.94
After 24 Years	\$275.35	After 24 Years	\$316.60
After 25 Years	\$286.37	After 25 Years	\$329.27
After 26 Years	\$297.38	After 26 Years	\$341.93
After 27 Years	\$308.40	After 27 Years	\$354.60
After 28 Years	\$319.41	After 28 Years	\$367.26
After 29 Years	\$330.42	After 29 Years	\$379.92

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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

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

Effective 1/21/05

Effective 1/21/05

Step 2 Bi-Weekly \$1,724.5185

Step 3 Bi-Weekly \$1,982.8850

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

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

PK JD

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

Effective 1/21/05

Effective 1/21/05

Step 4 Bi-Weekly \$2,279.9212

Step 5 Bi-Weekly \$2,621.4758

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

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

JK *J.D.*

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

ABJ d

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

AS *PD*

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

Ed J

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

AT JD

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

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

Effective 1/21/07

Effective 1/21/07

Step 4 Bi-Weekly \$2,418.7685

Step 5 Bi-Weekly \$2,781.1239

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

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

AS *J*

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

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

Effective 1/21/08

Effective 1/21/08

Step 2 Bi-Weekly \$1,902.7235

Step 3 Bi-Weekly \$2,187.7885

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

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

BF *d)*

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

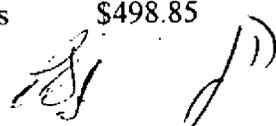
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Appendix "A(1)"
Percentage Longevity for Individuals whose Employment as Police Officers -
(Job Specification 2600) Commenced before 1/21/03

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

Effective 1/21/09

Step 2 Bi-Weekly \$1,978.8323

Step 3 Bi-Weekly \$2,275.3000

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

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

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

Effective 1/21/09

<u>Step 4</u> 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

<u>Step 5</u> 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

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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

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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

Effective 1/21/03

Step 2 Bi-Weekly \$1,605.9773

Step 3 Bi-Weekly \$1,846.6092

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

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

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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

Effective 1/21/03

Step 4 Bi-Weekly \$2,123.2023

Step 5 Bi-Weekly \$2,441.2789

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

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

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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

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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

Effective 1/21/04

Step 2 Bi-Weekly \$1,666.2015

Step 3 Bi-Weekly \$1,915.8308

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

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

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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

Effective 1/21/04

<u>Step 4</u>	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

<u>Step 5</u>	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

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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

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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

Effective 1/21/05

Step 2 Bi-Weekly \$1,724.5185

Step 3 Bi-Weekly \$1,982.8850

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

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

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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

Effective 1/21/05

Step 4 Bi-Weekly \$2,279.9212

Step 5 Bi-Weekly \$2,621.4758

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

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

SK *J*

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

SK *J*

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

Effective 1/21/06

Step 2 Bi-Weekly \$1,776.2539

Step 3 Bi-Weekly \$2,042.3715

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

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

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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			Effective 1/21/06		
<u>Step 4</u>	Bi-Weekly	\$2,348.3189	<u>Step 5</u>	Bi-Weekly	\$2,700.1200
	After 1 Year	\$23.48		After 1 Year	\$27.00
	After 2 Years	\$35.22		After 2 Years	\$40.50
	After 3 Years	\$46.97		After 3 Years	\$54.00
	After 4 Years	\$58.71		After 4 Years	\$67.50
	After 5 Years	\$70.45		After 5 Years	\$81.00
	After 6 Years	\$82.19		After 6 Years	\$94.50
	After 7 Years	\$93.93		After 7 Years	\$108.00
	After 8 Years	\$105.67		After 8 Years	\$121.51
	After 9 Years	\$117.42		After 9 Years	\$135.01
	After 10 Years	\$129.16		After 10 Years	\$148.51
	After 11 Years	\$140.90		After 11 Years	\$162.01
	After 12 Years	\$152.64		After 12 Years	\$175.51
	After 13 Years	\$164.38		After 13 Years	\$189.01
	After 14 Years	\$176.12		After 14 Years	\$202.51
	After 15 Years	\$187.87		After 15 Years	\$216.01
	After 16 Years	\$199.61		After 16 Years	\$229.51
	After 17 Years	\$211.35		After 17 Years	\$243.01
	After 18 Years	\$223.09		After 18 Years	\$256.51
	After 19 Years	\$234.83		After 19 Years	\$270.01
	After 20 Years	\$246.57		After 20 Years	\$283.51
	After 21 Years	\$258.32		After 21 Years	\$297.01
	After 22 Years	\$270.06		After 22 Years	\$310.51
	After 23 Years	\$281.80		After 23 Years	\$324.01
	After 24 Years	\$293.54		After 24 Years	\$337.52
	After 25 Years	\$305.28		After 25 Years	\$351.02
	After 26 Years	\$317.02		After 26 Years	\$364.52
	After 27 Years	\$328.76		After 27 Years	\$378.02
	After 28 Years	\$340.51		After 28 Years	\$391.52
	After 29 Years	\$352.25		After 29 Years	\$405.02

JK *J*)

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

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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

Effective 1/21/07

Step 2 Bi-Weekly \$1,829.5415

Step 3 Bi-Weekly \$2,103.6427

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

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

AS *J*

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

Effective 1/21/07

<u>Step 4</u>	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

<u>Step 5</u>	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

JK *J*

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

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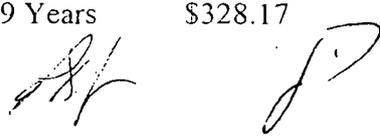
Appendix "A(2)"
 Percentage Longevity for Individuals whose Employment as Police Officers -
 (Job Specification 2600) Commenced on or after 1/21/03

Effective 1/21/08

<u>Step 2</u>	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

<u>Step 3</u>	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



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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

Effective 1/21/08

Step 4 Bi-Weekly \$2,515.5189

Step 5 Bi-Weekly \$2,892.3689

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

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

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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

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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

Effective 1/21/09

Step 2 Bi-Weekly \$1,978.8323

Step 3 Bi-Weekly \$2,275.3000

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

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

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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

Effective 1/21/09

Step 4 Bi-Weekly \$2,616.1396

Step 5 Bi-Weekly \$3,008.0635

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

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

BS

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

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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:

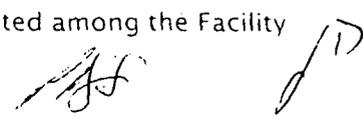
1. Ordinary compensatory time:

- 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.

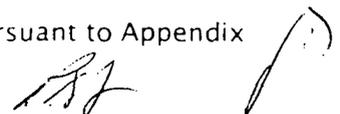
2. Police Officer annual compensatory time off limits:

- 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.

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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

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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.

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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. |

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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.

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- 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 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.

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.

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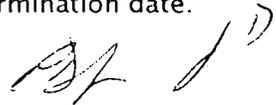
VI. LENGTH OF SERVICE IN CONNECTION WITH VACATION

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

1. All periods of authorized absence with pay are included.
2. All time on military leave and sick leave, with or without pay is included.
3. Time on leave of absence without pay in excess of one month is not included.
4. If an individual is separated because of reduction in force and is re-employed within one year of the date of separation and his service prior to separation is included.
5. If an individual is re-employed after a separation of more than one year due to reduction in force, or after dismissal or resignation, his service prior to such separation, dismissal or resignation is not included, unless specifically approved by the Human Resources Director.
6. Service as a full-time temporary employee is included, provided there is no interruption in employment exceeding five calendar days at the time his status is changed to project or permanent employee.

VII. VACATION ALLOWANCES ON SEPARATION - POLICE EMPLOYEES

- A.
1. Vacation allowances on separation will be reduced by any vacation taken in the calendar year in which separation occurs, unless such days were carried over from a previous year.
 2. A member of the Police Force who is separated in good standing will be entitled to full credit for any unused vacation carried forward from a previous year under the provisions of Paragraph V, above. Any vacation carried forward from a previous year and taken prior to separation will not be considered in determining vacation allowance on separation.
- B. A member of the Police Force in good standing who has had at least nine months' service and who is separated for such reasons as reduction in force, death, or retirement will be granted his full vacation allowance for the calendar year in which his services terminate, regardless of his termination date.



- C. A member of the Police Force in good standing who is separated for any reason before the completion of nine months' service, or who is discharged for cause, including resignation under charges, is not eligible for vacation allowance on separation.

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

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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.

<u>Anniv. Date</u>	<u>Year of Employment</u>	<u>Anniversary Year</u>				
		<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>
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:*

	<u>18 days</u>	<u>23 days</u>	<u>28 days</u>
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

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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

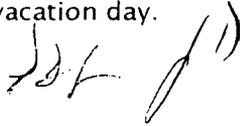
Holders of the awards shown below, with the exception of the Meritorious Police Duty Medal, will receive the extra vacation allowance indicated beginning in the year in which the medal is

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.

<u>A. Employees Awarded:</u>	<u>Receive Extra Days of Vacation as Follows:</u>
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

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
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*	CE5F8	BD5E8	AC5D6	IB5C6	HA5B6	G15A8	FH5I6	EG5H8	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	CH1A2	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.

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Office of the Executive Director
The Port of New York Authority

Revised

PAI 20-3.03
July 1, 1968

SICK LEAVE

I. Policy

This instruction covers all Port Authority permanent, probationary and annual employees except Service C employees included in the Sick Leave Bank Plan. (NOTE: A Temporary Operating Instruction on the Sick Leave Bank Plan was issued effective July 1, 1968. The Sick Leave Bank Plan covers all Service C employees, except those employees whose positions are represented by an authorized employee organization which has, pursuant to a memorandum of understanding, elected coverage under a different available sick leave plan.) .

A. General

1. Employees who have completed at least three months of service in a status other than temporary may be granted sick leave with pay, in accordance with the schedule of allowances below, because of sickness or disability incurred not in line of duty.
2. Employees injured while participating in a Port Authority sponsored activity which causes them to lose time from work are compensated for this lost time under the schedule of allowances.
3. For the purpose of administering this policy, the work week for all employees is considered to be a seven-day period beginning at 12:01 A.M. on Sunday and ending at 12:00 Midnight Saturday.

B. Schedule of Allowances

The following schedule of allowances applies to each separate period of sickness or disability:

<u>Length of Service</u>	<u>Weeks at Full Pay</u>	<u>Weeks at Half Pay</u>
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)

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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.

full-time

6. Service as a temporary employee is not included, provided there is no interruption in employment exceeding five calendar days at the time his status is changed to annual or permanent employment.

H. 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

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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.

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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

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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

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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

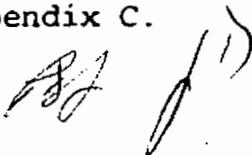
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status shows no improvement and continues Below Standard, an evaluation will be made of all relevant information and an interview will be conducted with the individual concerned.

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.

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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

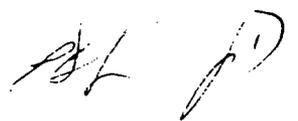
1. The sick leave record of an individual who is on a less-than-full-pay sick leave status will be reviewed at the end of the 6 month period, while on such status.
2. The review will include an evaluation of all relevant information, and must be followed by one of the actions specified in paragraphs 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 APROCEDURE 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.

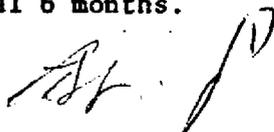
3. If the Superintendent of Police disapproves the recommendation, the original copy will be retained by the Police Division and the four copies returned to the Facility Commanding Officer. If approved, the Police Division retains the original and sends four copies to the Director of Administration.

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.

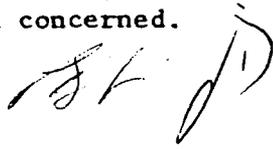


APPENDIX BPROCEDURE FOR CHANGING THE SICK LEAVE
STATUS OF MEMBERS OF THE FORCE

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 CIMPLEMENTING LESS THAN FULL PAY

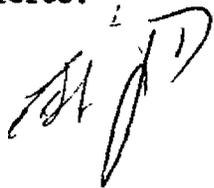
A. When a member of the force who is in a less than full pay status is absent because of illness, the Facility Commanding Officer will:

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

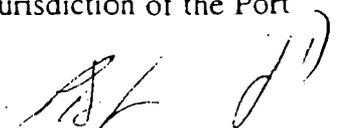
The informal resolution of differences prior to the initiation of actions under this grievance procedure is encouraged and desired by the Port Authority and the Association. Grievances with respect to the alleged violation of any provision of the Memorandum of Agreement (other than Paragraph one of Section 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

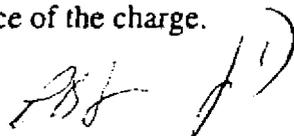
Grievances and disciplinary charges shall be processed as follows:

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.

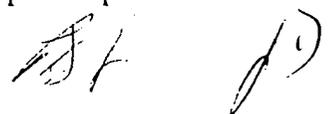
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Appeal of Grievances to Board: If the grievance is denied at Step One, it may be appealed by the Association. Any such appeal shall be in writing and made within thirty (30) working days of the Step One denial. The appeal shall be addressed to a Board 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 paragraph "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.

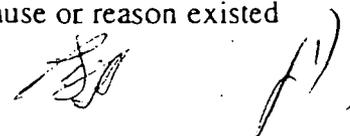
If unanimous, decisions on matters involving grievances shall be final and binding upon the Port Authority, the Association and the grievant(s) to the extent permitted by and in accordance with applicable law and the Memorandum of Agreement. The Board shall not have the power to add to, subtract from 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. Step Three: Arbitration

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.

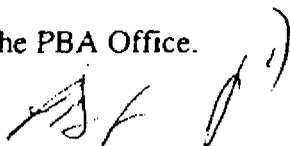
b. Notwithstanding the limitations placed upon the Board of Inquiry, the Arbitrator shall have those powers which applicable law authorizes arbitrators to exercise to compel the appearance of witnesses or the production of documents.

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.

A handwritten signature in black ink, appearing to be 'A. F.', is written over the end of the text in block f.

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

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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

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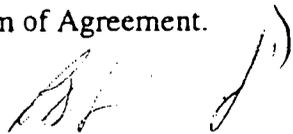
grievance or an appeal within the time limit specified shall be deemed to be a resolution of the grievance.

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.

A handwritten signature in black ink, appearing to be 'AJ' followed by a flourish.



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,

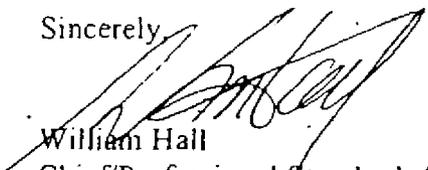
This letter will confirm certain agreements reached between The Port Authority of New York and New Jersey (Port Authority) and the Port Authority Police Benevolent Association, Inc. (PBA) with respect to the above referenced matter.

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.

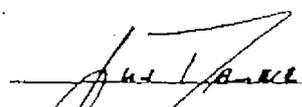
The Police Officer shall not be entitled to any premium payments under the Memorandum of Agreement in connection with that change in tour of duty, if any, or as a result of his attendance at the Board of Inquiry.

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

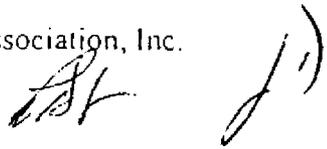
Sincerely,


William Hall
Chief/Professional Standards Section
Public Safety Department

Concur:

 _____ Date 3-25-99

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





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.



Gaspar J. Danese, President, PBA

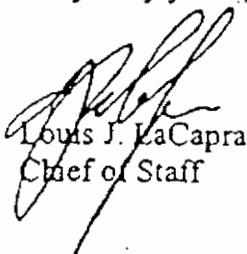
Page 2
July 28, 2000

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.

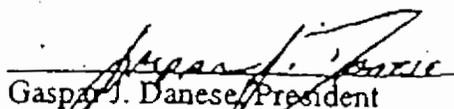
Please indicate your concurrence in the above on behalf of the Port Authority Police Benevolent Association by signing below and return an original to me.

Very truly yours,

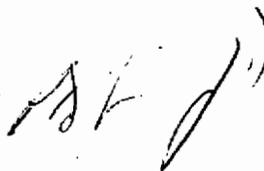

Louis J. LaCapra
Chief of Staff

CONCUR:

DATE:


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

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

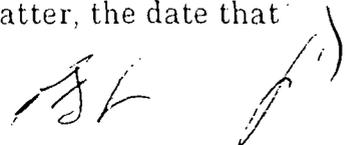
The parties have three principal hearings for resolving disputes: grievance arbitration, the Board of Inquiry, and disciplinary arbitration. Each hearing forum requires the participation of one arbitrator. The Board of Inquiry additionally requires a representative from each party who, together with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

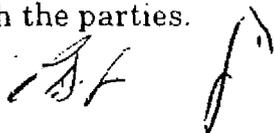
Once a matter is selected from the docket for scheduling, the Scheduler will begin to contact arbitrators in the order provided by the List of Arbitrators. The first arbitrator will be contacted and if that arbitrator has an available arbitration date within six (6) months, he or she will be selected 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

ASL *JD*

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

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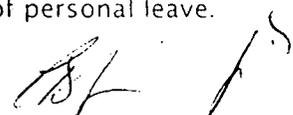
sufficient time to vote outside of his working hours and will not, therefore, be granted excused time.

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.



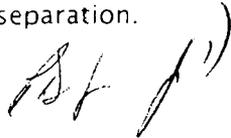
2. Each Police Officer may, in addition to paragraph "1" herein, designate up to sixteen hours of compensatory time per annum to be converted into a maximum of two additional days of personal leave which may be taken in the year of designation. Once a Police Officer has taken the maximum of sixteen hours 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

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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.

A handwritten signature in black ink, appearing to be 'A. J. P.', is located below the sixth list item.

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,

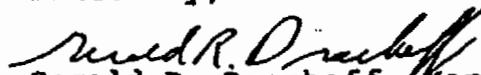
The Port Authority of New York and New Jersey (Port Authority) and the Port Authority Police Benevolent Association (PBA) agree to the following clarification of Paragraph III.(5) of Appendix H of the Memorandum of Agreement.

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.

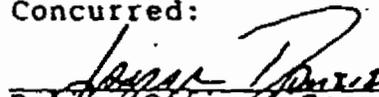
Paragraph III. (5) is not applicable when the end of the overtime assignment is contiguous to the start of the officer's next regularly scheduled tour of duty.

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

Sincerely,


Gerald R. Drasheff, Manager
Police Planning and
Administration

Concurred:


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

Date: 11-15-93

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

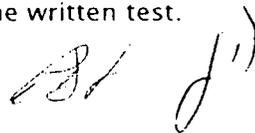
- A. Announcements will be posted and mailed at least forty-five (45) days prior to the implementation of the first element of the evaluation.
- B. Copies of promotion announcements shall be mailed by the Port Authority of New York and New Jersey (Port Authority) to each Police Officer both by certified 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.

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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.

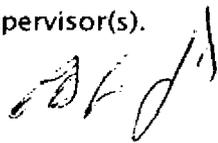
Candidates shall be provided an opportunity to be counseled at Human Resources Department offices with respect to their performance on the written test, if any. An appointment to do so is to be made by the candidate with the Supervisor, Test Development, Human Resources Department, or his/her successor 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.

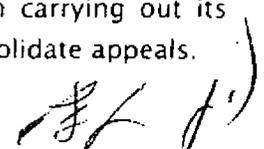


- B. 1. Any candidate who would otherwise be eligible to be considered for promotion but who has been given a major disciplinary penalty pursuant to the Memorandum of Agreement shall not be eligible to be considered for promotion until six months shall have elapsed after the completion of such penalty.
 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.

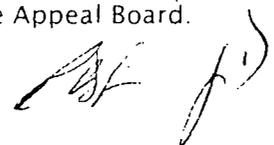


B. Appeals

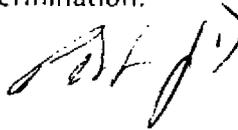
1. In the event an appeal to a written test is permitted it shall only be entertained on the following grounds:
 - a. Where the candidate is prepared to prove that based on a review of the suggested reading list his/her answer or answers to any question or questions are correct or that there is more 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.

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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.

A handwritten signature in black ink, appearing to be 'A. J. D.', is written over the text of section VI.

APPENDIX J

November 23, 1993

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

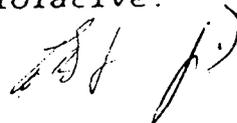
Dear Mr. Danese:

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.

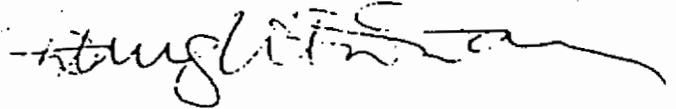
3. Should it be determined by the Port Authority Employment Relations Panel or by any court of law that any provision contained herein or in Appendix J violates any right of any other person or persons or any other employee organization or organizations, or causes the Port Authority to do so or to fail 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.



THE PORT AUTHORITY

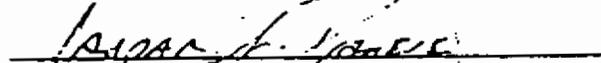
Please indicate your concurrence in the above on behalf of the Port Authority Police Benevolent Association, Inc., by signing in the space provided below and return a signed original of this agreement to me.

Sincerely,



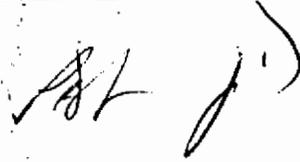
Dwight D. Darcy
Manager, Labor Relations

Concur:


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

Date:

11-23-93

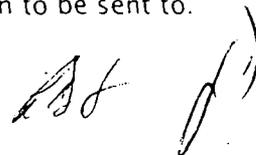


APPENDIX J-1

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.

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APPENDIX K

VOLUNTARY OVERTIME ASSIGNMENT PROCEDURE FOR
POLICE OFFICERS

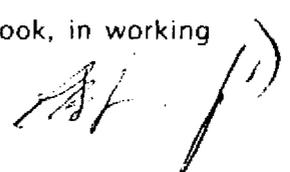
I. POLICY

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.

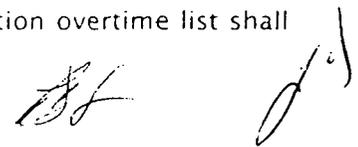
B. Police Officers must express first at their presently assigned Facility Police Command and then at the Central Police Desk advance interest, in the job wide overtime book, in working



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

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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.

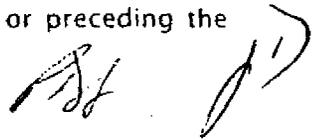
2. Any Police Officer who is required to perform work for which he is entitled to overtime payment pursuant to the Memorandum of Agreement shall receive such payment.

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

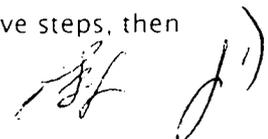
Whenever a voluntary overtime assignment for a Police Officer is to be more than four (4) hours, it may be covered by RDO X, VAC X, where possible, or by HO/ECI in the following sequence. In those instances where a voluntary overtime assignment of more than four hours is filled utilizing an officer on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

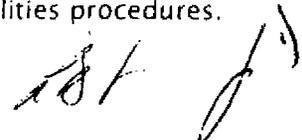
Second: By any qualified Police Officer by ECI, subject to overtime equalization.

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.

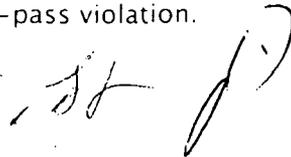
When a Facility Police Command accepts a Central Police Pool officer for overtime, the Facility Police Command must contact the Central Police Desk Sergeant, so that the officer's name can be removed from the Central Police Desk's Master Overtime Log.

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.

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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.

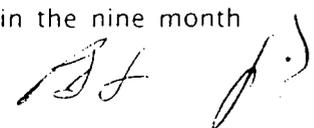
- B. 1. A Police Officer who has two or more occasions of absence and a total of eighteen or more regularly scheduled workdays absent in any consecutive period up to nine months shall be subject to being charged with ***Repeated and Excessive Absence Stage I.***

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.***

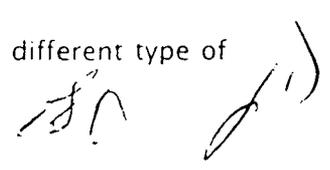


If no Stage III charge is brought against a Police Officer with respect to absences which occurred within the nine month period, or any part thereof, immediately following the period covered by a sustained Stage II charge, or if no Stage III charge with respect to absences which occurred within the nine 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, or 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.

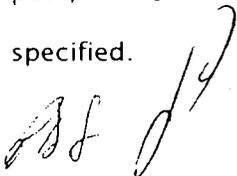
Those injuries incurred in the line of duty which directly result from:

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 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.

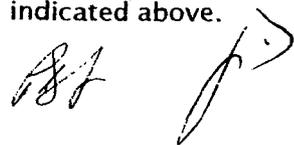
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"OCCASION OF ABSENCE"

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.

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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.

Handwritten initials 'AJ' and a circled 'D'.

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).

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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

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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 is completed and the completion of a test will occur no later than two hours after the conclusion of a member's tour. Any member selected for testing and reporting absent due to sickness, 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 if the member's name was selected at random for a previous test and the date of the next collection 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 on 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 designated supervisor, military leave, sickness or injury incurred in the line of duty, compensatory time, vacation, holiday 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 to this Article will not be charged with a Refusal to Cooperate as defined in Article VII, Paragraph 1 of this Drug Testing Policy and Procedure and not subject to the DISCIPLINARY ARBITRATION PROCEDURES FOR A VIOLATION OF THE DRUG TESTING POLICY AND PROCEDURE 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 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 1996-2003 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

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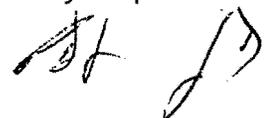
- \1\ Delta-9-tetrahydrocannabinol-9-carboxylic acid.
- \2\ Benzoylecgonine.
- \3\ Specimen must also contain amphetamine at a concentration greater than or to 200 ng/ml.

- e. These cutoff levels are subject to change by the Department of Health and Human Services ("DHHS") as advances in technology or considerations warrant identification of these substances at lower concentrations. 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 change in the cutoff levels made by the DHHS. 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 services of any change 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 Police Benevolent Association notice or vice versa of such changes. No change will become effective unless the Port Authority has given the Police Benevolent 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 shall 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 a urine specimen.
 4. The parties agree to the "split sample" method of collection as outlined in 49 CFR §40.25. When directed in writing by the MRO to forward the 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 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



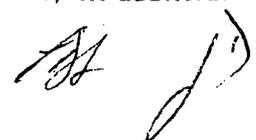
the MRO during this interview. If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result, the MRO will report the test result to the Superintendent or a designee as verified negative. If the MRO determines that there is no legitimate explanation for the confirmed positive test result, the result will be verified positive by the MRO and communicated to the member during the next 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. The Superintendent 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 a 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 of



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

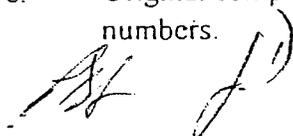
Any member who is required to submit to a reasonable suspicion drug test pursuant to this policy, will be administratively suspended from duty until the Port Authority receives the verified test results and, if requested, the split specimen test result. If the test result or split specimen test result 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 for 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 in Appendix 4. In the event there is a change in what the laboratory makes available to the Port Authority, the documents provided for in Appendix 4 shall be changed accordingly.
7. Any disclosed information related to a positive drug test of an individual shall be 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.

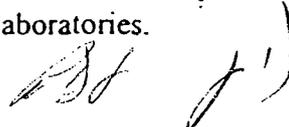
B. Employee Access to Records and Information

Members subject to disciplinary action under this Agreement will have a right to access 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 V 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 a 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.

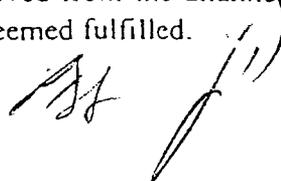
Such member shall be referred to participate in a counseling, treatment, or rehabilitation program pursuant to the provisions of the Rehabilitation Opportunity Agreement For Self-Identification Situations (Appendix 3). The member must execute the Rehabilitation Opportunity Agreement prior to entering 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.

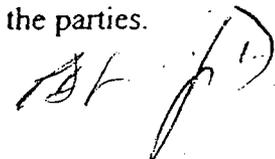


XI. MISCELLANEOUS

- 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 Agreement while acting within the scope of their employment will fill out a DRUG EXPOSURE FORM annexed hereto as Appendix 7. The form must be dated, numbered and entered into the member's facility police blotter, must be forwarded to the Superintendent or a designee along with a handwritten report from the member detailing the events of the contact and other appropriate police reports. The Superintendent or a designee may require the member to be tested for the presence of drugs as set forth in Article II of the Agreement. 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 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 member within thirty (30) days after the Port Authority's execution of any contract with the collection agencies and laboratories.

XII. DISCIPLINARY ARBITRATION PROCEDURES FOR A CHARGE OF VIOLATION OF THE DRUG TESTING POLICY AND PROCEDURES

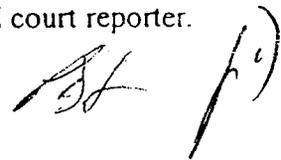
With the exception of a charge by the Port Authority that a member improperly claimed an exemption from testing pursuant to Article V, Exemptions From Drug Testing, of the Drug Testing Policy and Procedures which must be brought as a disciplinary action pursuant to the disciplinary provisions of the Memorandum of Agreement, the disciplinary procedures set forth in this Article are the only procedures for a charge of a violation of the provisions of the 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 do 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 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.

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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

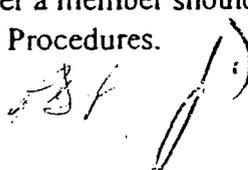
The following issues related to the specific member subject to discipline/discharge pursuant to this procedure are the only issues to be decided by the arbitrator:

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

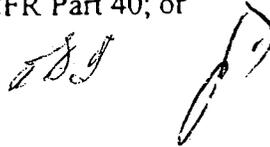
Except as set forth in paragraph 3 below, the arbitrator will not award full pay for the period of the member's suspension upon a finding that the Port Authority improperly charged that member in the following circumstances:

- 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

Handwritten initials 'JJ' and a signature.

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

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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 requirem 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 an

- 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 course 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 the 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 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 Authori 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 d I understand and agree that upon my return to duty I will be required to under

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.

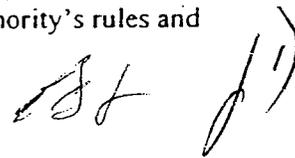
- g) I understand and agree that, upon my return to active employment, I must meet all established standards of conduct and job performance required of any other employee.
- h) I understand and agree that I will voluntarily submit to unannounced drug testing as a follow-up to the assistance or rehabilitation 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

Two handwritten signatures in black ink, one appearing to be 'ST' and the other a stylized 'D'.

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 I 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

AL *d/)*

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 be required to undergo a return-to-duty drug test and must receive a negative result. My failure to take such test as requested or receiving verified positive result will result in the termination of my employment.
- g) I understand and agree that, upon my return to active employment, I must meet all established standards of conduct and job performance required of any other employee.
- h) I understand and agree that I will voluntarily submit to unannounced drug testing as a follow-up to the assistance or rehabilitation program, and that my failure to take such test(s) as requested, or receiving verified positive result, will result in termination of my employment. I agree that such follow-up testing shall be as directed by the substance abuse professional and will not exceed 60 months from the date of my return to duty. Follow-up tests shall consist of no more than six tests in the first 12 months following my return to duty. Thereafter, additional follow-up tests will be at the discretion of the substance abuse professional for the next 48 months. I agree that this follow-up testing will be required in addition to all other testing required by the Port Authority Public Safety Department's drug testing policy and procedures.

3. _____ understands that if he fails to cooperate fully with any counseling, treatment or rehabilitation program requirements, and the requirements set forth in Paragraph 2 above, or if he receives a verified positive test result for the second time he will be dismissed from the Program and dismissed from employment, if the charge is sustained in a disciplinary action as set forth in Article XII of the Drug Testing Policy and Procedures of the Memorandum of Agreement. However, I understand and agree that if I receive a verified positive test result for the second time, the only issue to be decided by the arbitrator is set forth in Article XII, B. 1 of the Drug Testing Policy and Procedures of the Memorandum of Agreement. In addition, I understand and agree that if I fail to cooperate fully with any of the counseling, treatment or rehabilitation program requirements or the requirements set forth in paragraph 2 above, the only issue to be decided by the arbitrator is whether I failed to fully cooperate with the program requirements or the requirements set forth in paragraph 2 above.

4. I understand and agree that my future employment depends upon my compliance with 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 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

Police Benevolent Association, Inc.

Date

AF *JD*

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

ASH *J.D.*

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 Seguire 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



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 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 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.

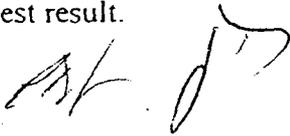
Additionally, specimen test results reviewed by the Medical Review Officer should be canceled (by the MRO) when the following procedural errors occur (unless corrections are made):

- (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.

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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

BT J.

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:

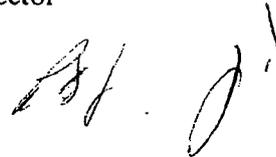
- a refusal to cooperate verified positive drug test result

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.

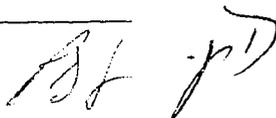
2. Upon notification of the Port Authority's substance abuse professional, the Superintendent or a designee shall be responsible for the scheduling of the follow-up testing. _____ must report to the scheduled submission site within the time designated unless they are absent due to an excused absence 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

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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.

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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

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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 : Works on continuous assignment of rotating shifts. Duties necessitate
CONDITIONS: 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

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DOCUMENT B

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY
POLICE OPERATING INSTRUCTION

P.O.I. 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

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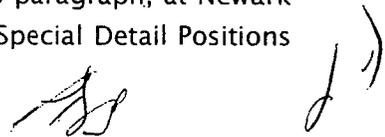
the force and a copy of the master seniority list will be provided to the PBA, and all revisions thereafter.

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;

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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.

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DOCUMENT C

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

P.O.I. 2-3

POLICE OPERATING INSTRUCTION

TRANSFER PROCEDURE - POLICE OFFICER
REVISED - APRIL 1998 AND FURTHER REVISED
JULY, 2004 (FORMERLY P.D.I. 2-3 REVISED JUNE 1988)

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.

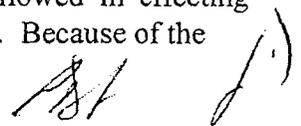
C. Central Police Pool

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.

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DOCUMENT D

PORT AUTHORITY OF NEW YORK AND NEW JERSEY
POLICE OPERATING INSTRUCTION

P.O.I. 2-30
AIRPORT EMERGENCY CREW SELECTION
REVISED APRIL, 1998 AND FURTHER REVISED
JULY, 2004 (Formally P01 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

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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

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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.

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Office of the Executive Director

The Port Authority
of New York and New JerseyPAI 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.

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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.

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EXHIBIT A4. 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 in-grade 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.)

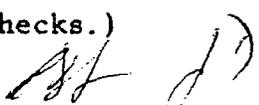


EXHIBIT A

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.

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Office of the Executive Director

The Port Authority
of New York and New JerseyPAI 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 20-3.05, Leave of Absence.

V. Operating Rules and Procedures

Attachment A contains detailed operating rules and procedures relating to the administration of maternity leave.

BF J

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.

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ATTACHMENT A

- 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).

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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 20-3.05, 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

ATTACHMENT A

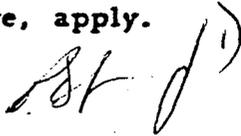
the employee elects to receive a lump sum payment, she is paid for vacation time earned up to the time she begins her maternity leave.

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.



PAI 20-3.12
8/06/81
ATTACHMENT B

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

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 necessities 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 employee's 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 or 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. Disclosure 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.

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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

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.

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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).

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.

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C. Where Disciplinary Procedures in Accordance with Paragraph XII are Required

Where an employee has a position in one of the TWU classes and the penalty for all offenses charged in connection with one violation will be no greater than the equivalent of five days' pay, any authorized type of disciplinary action shall be taken in accordance with Paragraph XII hereof.

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D. Where Hearings Are Not Required

Any authorized type of disciplinary action may be taken against a temporary employee without the filing of charges or a hearing; and any authorized type of disciplinary action, other than those specified in sub paragraphs V, A, B, and C, above, may be taken against permanent employees without formal charges or a hearing.

(NOTE: For definitions of temporary and permanent employees, see PAI 20-1.01.)

VI. Repeated Offenses

Disciplinary action may be taken against an employee for repeated violation of rules and regulations or repeated neglect or failure to perform his duties or other repeated conduct warranting disciplinary action, even though disciplinary action has previously been taken separately with respect to some or all of the series of transactions upon which such charges are based; but only if such repeated conduct is charged as a separate offense. In any such case, the entire series of transactions upon which the charge is based shall be deemed to be one transaction within the meaning of paragraphs V, A, B, and C; but in any other case, the provisions of paragraphs V, A, B, and C relating to "any one transaction" shall be deemed to refer to each transaction separately.

VII. Waiver of Rights, Resignations Pending Disciplinary Proceedings

- A. An employee may waive his right to have charges filed and may waive his right to a hearing, and may do so either before or after the hearing has commenced. All such waivers must be in writing.

In addition, the failure to appear at a hearing after notice shall constitute a waiver of such hearing unless the Board or person before whom such hearing is held shall find such failure excusable.

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- 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

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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

Revised September 30, 1970

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 or 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

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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.

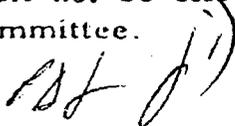
J. Review

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

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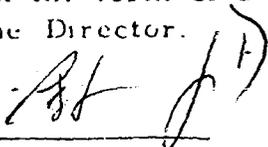
A. Conditions

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.

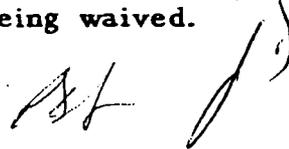
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B. Procedure

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.

Handwritten initials/signature

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.

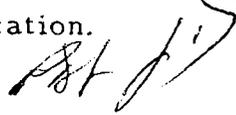
E. Surrender of Port Authority Equipment and Property on Termination

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

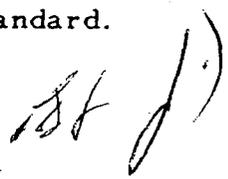
A. Eligibility

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

PRORATED ALLOWANCES

DATES OF PAYMENT

NORMAL ALLOWANCE

CATEGORY & EMPLOYEES INCLUDED

- 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
- Lobby Information Agents
- Red Caps
- Red Cap Captain

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.

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

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**SCHEDULE OF REPLACEMENT CHARGES FOR ITEMS ISSUED BY
WORK UNIFORM SERVICES**

PAI 20-4.01
Exhibit B

	Charge to Employee		Charge to Employee
CAP		JACKET	
Cover, Yellow B/H	\$3.50		
Frame - B/H	3.20	Blue	\$ 8.20
Green, Ski-type - Summer	1.80	Green	7.25
Green, Winter	2.20	Liner	2.80
 COAT		 PANTS	
Blue, Laboratory	6.00	Blue	4.90
Blue, Mailroom	7.50	Green, Summer	4.90
Tan, Laboratory	6.00	Green, Winter	5.60
Tan, Shop	7.00	White, B/H, Summer	4.80
White, Shop	6.40	White, B/H, Winter	6.25
 COVER		 PARKAS	26.00
Fender, acrilan	2.40		
Fender, cotton	1.10	 SHIRT	
 COVERALLS		Blue, Chambray	2.50
Tan	5.50	Blue, Long Sleeve	3.60
White	5.20	Blue, Short Sleeve	3.35
 DUNGAREES		Green, Summer, Long Sleeve	3.60
Blue, Denim	3.25	Green, Winter	4.15
		White, Foreman, Long Sleeve	3.60
		White, B/H Short Sleeve	3.35
		 SMOCKS	
		Aqua	6.00
		Green	7.00

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ASH *JD*

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 manufactured 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 occurrences 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 replaced 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.

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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

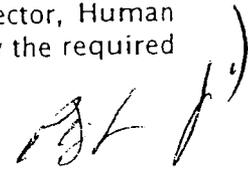
The Port Authority's Tuition Assistance Program provides an opportunity for eligible Police Officers to improve their skills and job performance and helps to establish a source of trained staff who can effectively contribute to carrying out the mission of the Port Authority. The program encourages Police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

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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

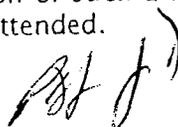
80% of actual tuition costs or up to \$140 per credit, whichever is greater, plus qualified fees.

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.

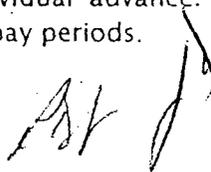
VI. Tuition Assistance Payments

- 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.
- 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.

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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.

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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:

<u>Length of P. A. Service</u>	<u>Number of Books</u>
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 JFKLA, 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

Revised December 20, 1973

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

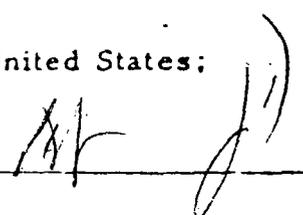
with proper press credentials can park in excess of 24 hours at no charge in certain designated "long-term" airport lots provided they turn in to the cashier at time of exit, written permission (Port Authority Press Parking Permit) from the Port Authority Public Affairs Department or Airport Manager. 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;



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- 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;

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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.

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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

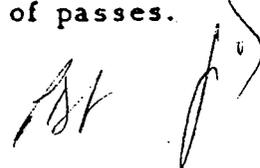
Employees return unused passes to the custodian when no longer needed. Unused passes are then sent to the Comptroller's Department (Audit Division) with a memorandum which includes the name of the employee to whom issued and book and coupon numbers. The Comptroller's Department destroys the passes and 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.

<u>Facility Police Command</u>	<u>Detail Position (s)</u>
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."

<u>Facility Police Command</u>	<u>Detail Position (s)</u>
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
Kennedy International Airport

Motor Vehicle Inspector(s)
Fire Marshal(s)
Auto Recovery Unit
Administrative Adjudication Bureau Officer(s)
Queens Court Officer
Desk Officer(s)/ CAD
Desk Officer(s) Relief
Emergency Medical Technician/Ambulance
Squad Leader(s)
Squad Leader(s) Relief / Firefighter
Cargo Officer(s)
Hardstand/Special Weapons Officer(s)
Station House Officer(s) / SHO(s)

LaGuardia Airport
LaGuardia Airport
LaGuardia Airport
LaGuardia Airport
LaGuardia Airport
LaGuardia Airport
LaGuardia Airport

Motor Vehicle Inspector(s)
Fire Marshal(s)
Auto Recovery Unit
Desk Officer(s)/CAD
Squad Leader(s)
Squad Leader(s) Relief / Firefighter
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
Port Authority Bus Terminal
Port Authority Bus Terminal

Youth Services Unit
Station House Officer(s) / SHO(s)
Community Patrol Officer Program Unit (CPOP)

George Washington Bridge

Post 31 /Bus Station (Weekdays, Day/
Afternoon Tour)

Newark International Airport
Newark International Airport
Newark International Airport

Motor Vehicle Inspector(s)
Fire Marshal(s)
Desk/Emergency Garage Positions: /2/
Desk Officer(s) /CAD/Squad Leader Relief

Facility Police Command

Detail Position (s)

Newark International Airport
Newark International Airport
Newark International Airport

Squad Leader(s)
Firefighter(s)
Emergency Truck 7
Patrol Car Operator(s)
Auto Recovery Unit
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

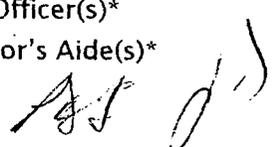
Detail Position (s)

Police Headquarters
Police Headquarters
Police Headquarters

Visual Presentation Services Unit*
Special Services*
Court Scheduler(s) and Courier(s)/Day Tour*

Police Academy
Police Academy

Range Officer(s)*
Instructor's Aide(s)*



<u>Facility Police Command</u>	<u>Detail Position (s)</u>
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.

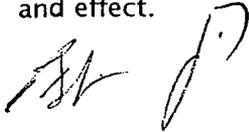
Any member of the Teterboro Special detail who is not willing to accept a transfer to the NIA/Teterboro Airport Special Detail may exercise the right to retreat to their original facility police command in accordance with the terms of the June 5, 2003 letter agreement.

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.

Two handwritten signatures in black ink, one to the left and one to the right, appearing to be initials or names.

Material Exempt Under Exemption 4

DOCUMENT N

HACK PLAINCLOTHES LISTJFKSeptember 1, 2004

Listed are the 147 Police Officers in seniority order who are interested in the Preferred Assignment list Hack Plainclothes for JFK Airport,

<u>NAME</u>	<u>SEN.#</u>	<u>NAME</u>	<u>SEN.#</u>
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. Babisko	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

AT 8/11

<u>NAME</u>	<u>SEN.#</u>	<u>NAME</u>	<u>SEN.#</u>
W. Prentice	93-218	P. Costello	00-59
N. Federico	94-12	J. Lindemann	00-63
D. Norman	94-15	D. Coughlin	00-66
*W. Schmidt	94-16	R. Womack	00-74
*A. Russo	94-18	W. Piatti	01-03
T. Koster	94-22	J. Opromalla	01-07
W. Boylan	94-39	S. Fitzpatrick	01-08
A. Gravano	95-08	F. Pisano	01-22
K. Collins	95-10	S. Auerbach	01-25
R. Mancus	95-13	E. Doughty	01-27
M. Guzowski	95-15	Q. Chen	01-44
T. Lomonaco	95-19	W. Santiago	01-49
B. Buckner	95-28	M. Annunziata	01-51
S. Smith	95-48	W. Boye	01-54
M. Walpole	96-01	J. Hawkins	01-57
S. Ekizian	96-05	P. Pogozeleski	02-03
R. Ruiz	96-14	G. Sinopidis	02-13
E. Torres	98-05	K O'Connell	02-14
P. Hutzell	95-98	M. Syska	02-19
D. Golding	98-10	R. Biederman	02-20
I. Searing	98-19	Jo. McCabe	02-32
T. Coysh	98-34	J. D'Angelo	02-46
D. Rhein	98-35	G. Laine	02-52
J. Castro	98-40	J. Fong	02-57
M. Labocetta	98-42	R Kraft	02-59
L. Charles	98-48	D. Tarpey	02-61
G. Frank	98-51	P. Mongiovi	02-66
D. Conklin	99-02	C. Abramowski	02-72
J. Graf	99-05	R. Egan	02-86
G. Stehl	99-09	T. Eddings	02-92
M. Collins	99-12	W. Freymann	02-93
A. Iadevaio	99-13	R. Taiani	02-98
R. Steneck	99-14	R. Becker	02-101
J. Jennings	99-16	R. Rojas	02-105
T. Pepe	99-17	K. Smith	02-109
G. Georgiadis	00-04	S. Pomerantz	02-112
C. Farrell	00-14	J. Testa	02-118
F. Rincon	00-19	J. Bailey	02-119
M. Placido	00-20	P. Dileo	02-125
R. Gil	00-25	M. Hynes	02-129
K. Festa	00-36	B. Maynard	02-130
V. DiLuca	00-43		

Handwritten signature

*Denotes Officers from
previous Hack List

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:

- 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

2-2-04
 ASH
 ASH

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.

7 DAY CYCLE						
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:

- 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

P.O.
10-20-05
PK
AK

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:

- 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

<u>No.</u>	<u>DATE</u>	<u>DAY</u>	<u>NIGHTS</u>	<u>DAYS</u>	<u>AFTERNOONS</u>	<u>RDO</u>
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:

- 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

Handwritten signatures and initials, including a large signature and several smaller initials, located in the bottom right corner of the document.

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 E	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:

- 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

Handwritten signatures and initials, including a large signature and the initials 'J.D.'

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:

- 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

P. J. ...
A. J. ...

PO #07 - DAY TOUR/AFTERNOON TOUR
 ROTATING DAYS OFF - 12 DAY CYCLE

<u>No.</u>	<u>DATE</u>	<u>DAY</u>	<u>DAYS</u>	<u>AFTERNOONS</u>	<u>RDO</u>
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, I, b of the Memorandum of Agreement

PO #08 - STEADY TOURS - STEADY DAYS OFF

<u>POSITION</u>	<u>RDO</u>	21 DAY CYCLE
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)	

<u>No.</u>	<u>DATE</u>	<u>DAY</u>	<u>NIGHTS</u>	<u>DAYS</u>	<u>AFTERNOONS</u>	<u>RDO</u>
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:

- 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

[Handwritten signatures and initials]

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 E	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:

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

10-20-04
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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:

- 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...

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 10-20-04
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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:

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

[Handwritten signatures and initials]

PO #12 - STEADY TOUR - FRI, SAT, (3RD SUN) RDO'S

5-2, 5-3, 4-2

No.	DATE	DAY	AFTERNOONS	21 DAY CYCLE RDO
1	1/1/2005	Saturday		A
2	1/2/2005	Sunday		
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:

- 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

[Handwritten signatures and initials]

PO #13 - STEADY TOUR - SUN, MON, (3RD SAT) RDO'S - 21 DAY CYCLE

<u>No.</u>	<u>DATE</u>	<u>DAY</u>	<u>DAYS</u>	<u>AFTERNOONS</u>	<u>RDO</u>
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:

- 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

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PO #14 - DAY TOURS - FRI, SAT, (3RD SUN) RDO'S - 21 DAY CYCLE

<u>No.</u>	<u>DATE</u>	<u>DAY</u>	<u>DAYS</u>	<u>RDO</u>
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:

- 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

[Handwritten signatures and initials]

PO #15 - STEADY TOUR - TUES, WED, (3RD THURS) RDO'S - 21 DAY CYCLE

<u>No.</u>	<u>DATE</u>	<u>DAY</u>	<u>NIGHTS</u>	<u>RDO</u>
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:

- 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

[Handwritten signatures and initials]

PO #16 - DAY TOURS/AFTERNOON TOURS - STEADY DAYS OFF - 42 DAY CYCLE

		<u>POSITION</u>	<u>TOURS</u>	<u>RDO</u>	
		A	DAY/AFTERNOON	SAT, SUN, (3RD FRI)	
		B	DAY/AFTERNOON	SUN, MON, (3RD TUES)	
		C	DAY/AFTERNOON	FRI, SAT, (3RD THURS)	
<u>No.</u>	<u>DATE</u>	<u>DAY</u>	<u>DAYS</u>	<u>AFTERNOONS</u>	<u>RDO</u>
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:

- 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

[Handwritten signatures and initials]

PO #17 - DAY TOURS/AFTERNOON TOURS -- MANHATTAN CRIMINAL COURT 42 DAY CYCLE

POSITION	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:

- 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.

[Handwritten signatures and initials]



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.

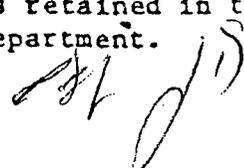
If the increase is disapproved, the unit head enters the next review date, which may not be less than three months nor more than one year from the date of the proposed increase.

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.

AT d'

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 is prohibited.
- G. Officers assigned to the emergency garage shall wear their service revolver at all times while on duty.
 - I. 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.

AST

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.

Handwritten initials/signature

- 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.

AF J

THE PORT AUTHORITY OF NY & NJ

Public Safety Department
Police Headquarters

March 29, 1993

One PATH Plaza
Jersey City, N.J. 07306

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.

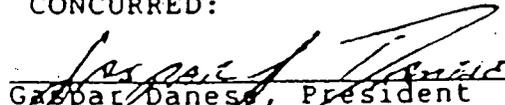
The PBA acknowledges that all Police Officers are obligated to cooperate in this type of interview pursuant to the General Rules and Regulations and failure to do so is grounds for disciplinary action against the Police Officer. The PBA further acknowledges that an officer who is being interviewed as 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

DOCUMENT S

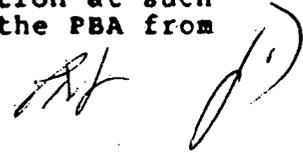
November 23, 1993

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:

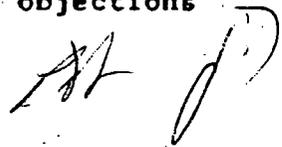
1. a. The Port Authority shall provide Police Officers and the PBA with reasonable notice of an interview with a Police Officer where the Police Officer is to be read Rule 3 or Rule 4. At the time such notice is provided the PBA will be advised whether the Police Officer is to be read Rule 3 or Rule 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 than 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.

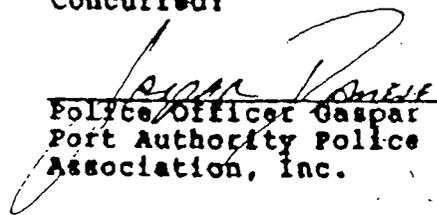
Please indicate your concurrence by signing below. Upon signing please retain one copy for your records and return on signed copy to my office.

Sincerely,



Gerald R. Drasheff, Manager
Police Planning and
Administration

Concurred:



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

Date: 11-23-93

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.

AS/ J

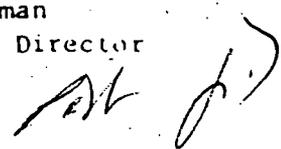
Under the overtime policy, each Service C employee is guaranteed four hours of overtime for a call-in on an RDO. Call-in guarantees also apply to situations where an employee is called in between regularly scheduled tours and released prior to the start of his regular tour. Where a call-in is such that 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 JerseyPAI 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

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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.

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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.

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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.

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 CN-225 make-up pay can be calculated. If an employee has not furnished 1/22/90 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.

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

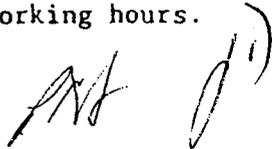
Any employee who is granted military leave for short-term active duty is not thereby deprived of any part of the vacation to which he is entitled. Any employee who wishes to use his vacation to undertake short-term active duty may request that his vacation be scheduled accordingly, and every effort is 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 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 Supervisor, Payroll and Administrative Services, Human Resources Department promptly with acceptable information regarding military pay, number of dependents, and name and address of the dependent who is to receive partial salary continuation. Changes in military pay which occur while such employee is eligible to receive partial continuation must also be reported promptly to the Supervisor, Payroll and Administrative Services, Human Resources Department. The Supervisor, Payroll and Administrative Services notifies the

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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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PAI 20-3.10

ATTACHMENT B

1 of 2

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

ASJ

8/24/72
PAI 20-3.10

ATTACHMENT B
2 of 2

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

AM *J.*

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. Hoffrichter, 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.

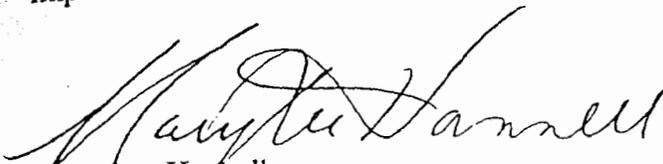
In connection with the events of Operation Enduring Freedom:

- 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.

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Attached is a comparison of our existing policy/proposed addendum and highlights of changes implemented by other metropolitan area employers.



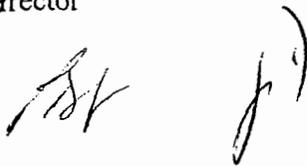
Mary Lee Hannell
Executive Advisor
Office of the Chief Administrative Officer

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 D
 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.

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.

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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.

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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.

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J

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.

October 7, 1974

A. Gerdes Kuhbach
Executive Director
(212) 466-7271
(201) 622-6600 x7271

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

[Handwritten initials and scribbles]

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N. Y. 10048

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

Commissioners
William J. Ronan, Chairman
W. Paul Stillman, Vice Chairman
Andrew C. Axtell
George F. Berlinger
Robert R. Douglass
Jerry Finkelstein
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James G. Hellmuth
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Gustave L. Levy
Alan Sagner
Victor R. Yanitelli, S.J.

A. Gerdes Kuhbach
Executive Director
(212) 466-7271
(201) 622-6600 x7271

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
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

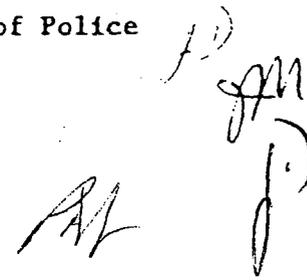
Gentlemen:

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



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:

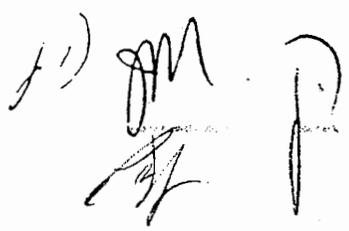
This is to confirm Mr. Duffy's oral advice to you that the Port Authority has undertaken to provide probationary police officers with accidental death and disability benefits equivalent to those provided to police officers who are enrolled in the New York State Policemen's and Firemen's Retirement System.

The benefits provided are briefly summarized in the attachment to this letter.

Sincerely,

 Daniel L. 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.

Law Department

Patrick J. Falvey
General Counsel
Francis A. Mulhern
Deputy General Counsel
Joseph Lesser
Assistant General Counsel

Finance Division

Michael S. Zarrin, 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

JM
SAK

cc: Edward Meskin

of
rt
sul

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

Commissioners
William J. Ronan, Chairman
W. Paul Sillman, 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:

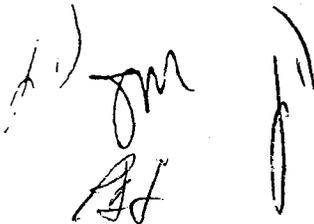
Pursuant to your request, please let me assure you that the Port Authority has no current plans to civilianize any major police function during the terms of the 1976-1978 Memoranda of Agreement.

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
Executive Director



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

Reference:

Copy To:

Refer To	Date	Note
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
John S. Giovanni
Superintendent of Police

AA *J.P.* *JAA*

October 1, 1981

Dominick Evangelista, President
Port Authority Police
Benevolent Association, Inc.

Gennaro Aprile, President
Port Authority Police Sergeants
Benevolent Association

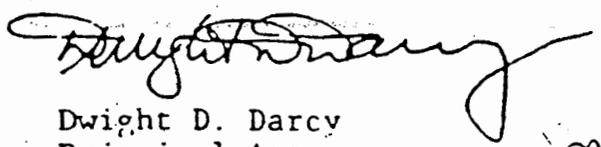
Ernest Rossano, President
Port Authority Police Superior
Officers Association

Frank Carlomagno, President
Port Authority Detectives
Benevolent 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

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:

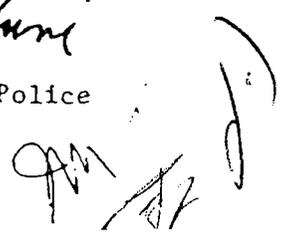
To enhance Police Officer safety at certain critical locations within the PATH system, effective with the execution of the Memorandum of Agreement, the post assignments for the Newark Station shall be modified to provide two Police Officer patrol at Newark Station from 1900 hours to 0700 hours, seven 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:

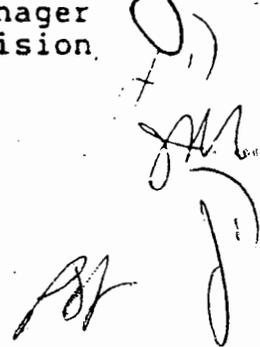
In response to your request for information as to the differences between the Group Health Insurance in effect for managerial employees as of July 3, 1983, and that in effect for managerial employees as of July 26, 1987, please be advised that the latter generally provides the following additional elements:

- 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 maximum has been increased to one million dollars.

Sincerely,



Dwight D. Darcy, Manager
Labor Relations Division



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.

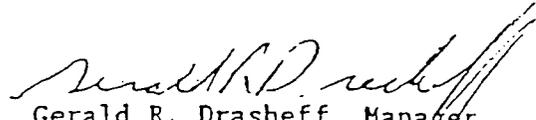
1. Such assignments will have a beginning date and an approximate date for conclusion, unless an extension is authorized by the Superintendent of Police, or unless the Police Officers involved wish to terminate their participation at any time.
2. Strict confidentiality regarding the identity of the participants will be maintained when the nature of the assignment requires it, ~~where appropriate.~~ *A.J.D.*
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.

THE PORT AUTHORITY OF NY & NJ

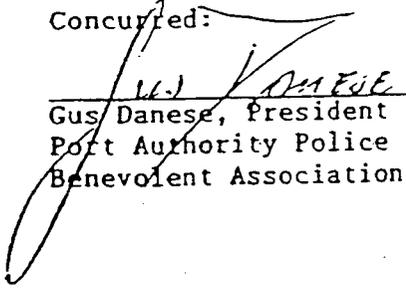
5. All other provisions of the Memorandum of Agreement will apply to the Police Officers participating in such Mobility Assignments.

Please indicate your concurrence with respect to this understanding by signing below and returning a signed copy to me.

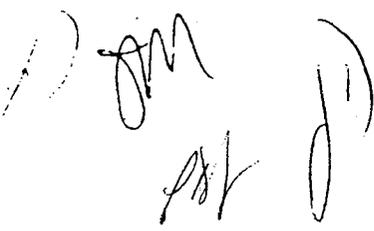
Sincerely,


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 87¹
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

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.



THE PORT AUTHORITY OF NY & NJ

Bing Markee

- 2 -

December 6, 1991

5P-89/1330 1038 89
 6P-89/1330 1039 89
 21P-89/1330 1416 89
 22P-90/1330 1588 90

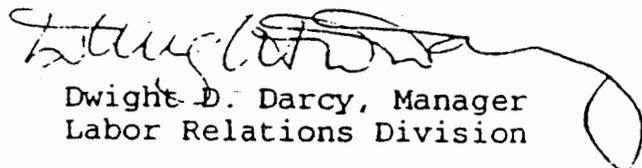
It is further agreed that if there are any other PBA grievances related to unit work which are in the grievance-arbitration process and which have not been listed above, then those grievances and related demands for arbitration shall also be submitted to the exclusive jurisdiction of the Panel and subject to applicable standards to be determined by the Panel.

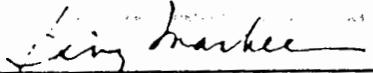
It is further agreed that the Port Authority shall not raise before the Panel the affirmative defense of timeliness in connection with any of the aforementioned matters or in connection with any other unit work dispute which has been raised by the PBA in the informal grievance resolution meeting process 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, 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 Law
(212) 435-6205
(201) 961-6600 x6205

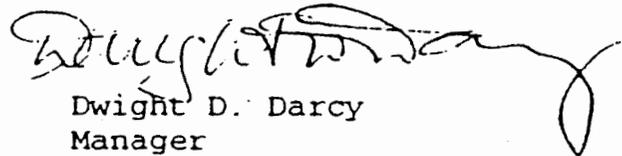
December 6, 1991

Mr. Bing Markee, President
Port Authority Police Benevolent
Association, Inc.
220 Bridge Plaza South, 2nd fl.
Fort Lee, New Jersey 07024

Dear Mr. Markee:

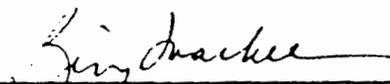
The parties hereby acknowledge that Section XVI(1)(c)(iii) of the July 23, 1989 to July 20, 1991 Memorandum of Agreement in no way alters the meaning or continuing effectiveness of Section XIX (8), (9) or (10) of the Memorandum of Agreement or the Arbitration Award in American Arbitration Association Case No. 1330 0009 87.

Very truly yours,



Dwight D. Darcy
Manager
Labor Relations Division

Concur:


Bing Markee, 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.

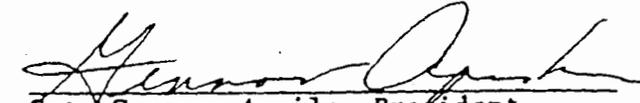
Sincerely,


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

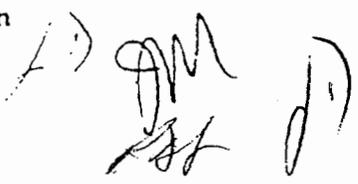
Date: Oct 16, 1992


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

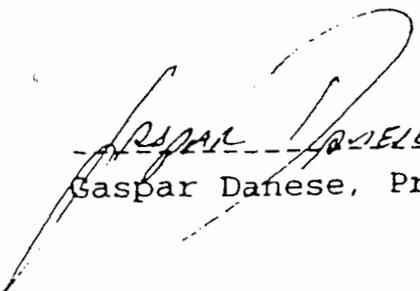
It is agreed by the Port Authority and the PBA that:

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.

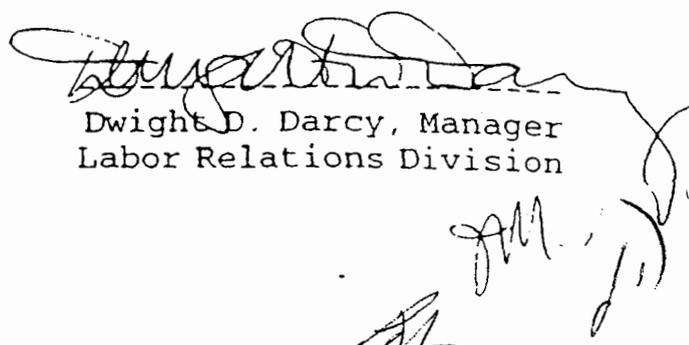
2. There is no significance in the increase of official police holidays from thirteen to fourteen other than the increase itself in Paragraph 3 of Section XVII.

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

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.

AS d

Port Authority of New York and New Jersey

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 refresher.
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.

AKD

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:
 - o 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.
 - o 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

AF d

- 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 than 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.

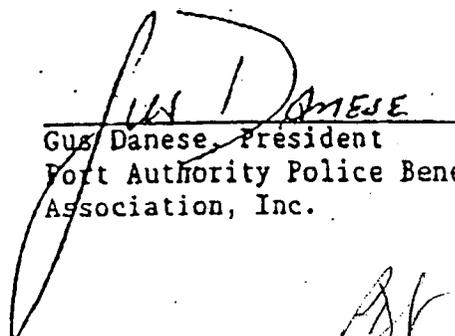
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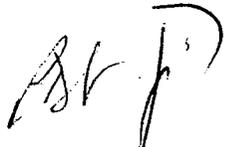
19. In the event the Port Authority elects to discontinue the K-9 program prior to January 1, 1991 those officers who would have been entitled to payment under Paragraph 17 of this letter agreement will continue to be afforded excused time in accordance with paragraph 18 a. of this letter agreement until January 1, 1991.

Sincerely,


Gerald R. Drasheff, Manager
Police Planning and
Administration

Agreed to:


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





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.

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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.

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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.

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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.

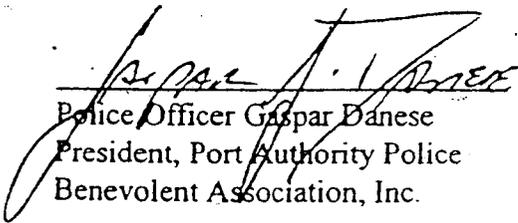
Please indicate your concurrence in the above by signing below and return a signed copy to me.

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





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

Handwritten signatures and initials



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.



- 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,

Fred V. Morrone
Director, Public Safety Department
Superintendent of Police

Concurrence:

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

Date: 9-9-97

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

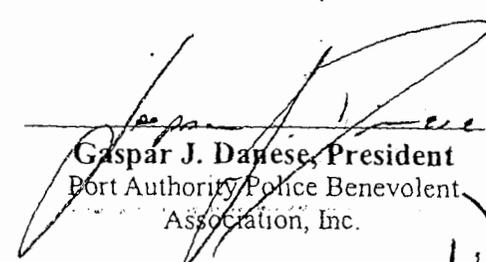
Dear Officer Danese,

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.



April 23, 1998

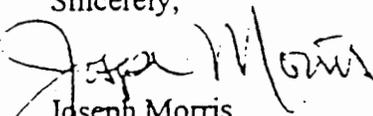
Police Officer Gus Danese
President, Port Authority Police
Benevolent Association, Inc.
Englewood Cliffs, NJ 07632-1805

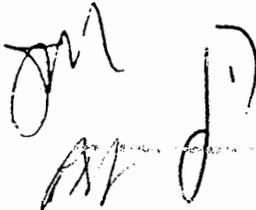
Dear Police Officer Gus Danese,

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





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:

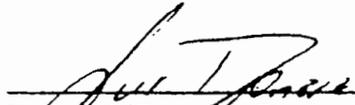
1. Will receive Schedule Change Premium payment.
2. If the court appearance is canceled prior to the court date the Police Officer can be reassigned back to his/her normal work chart tour.
3. If the Police Officer's court case is postponed or canceled during his/her appearance in court, the Police Officer 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,

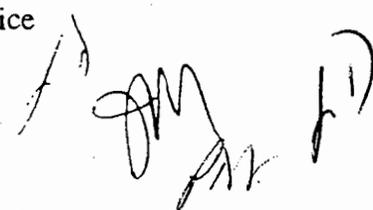

 Joseph Morris
 Deputy Inspector
 Labor Relations Unit
 Public Safety Department

Concurrence:



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

Date: 4-23-98





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



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

August 17, 2001

ONE WORLD TRADE CENTER
NEW YORK, NY 10048

(212) 435-4650
(973) 961-6600 x4650

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.

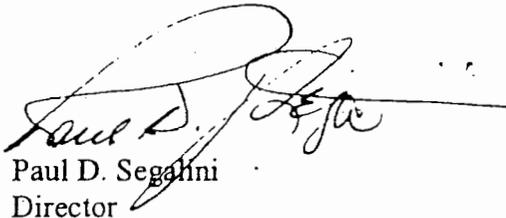
2. Motorcycle Operators will be assigned to the Central Police Pool (CPP) and the Motorcycle Operator Detail will be treated as a Central Police Pool Special Detail pursuant to the terms of Document "N". All provisions of the Memorandum of Agreement applicable to Police Officers assigned to the Central 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.

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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.

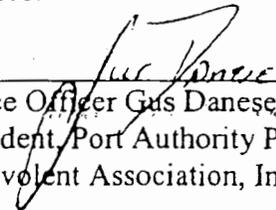
If you concur, please return a signed original to my office.

Sincerely,



Paul D. Segalini
Director
Human Resources Department

Concur:



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

Date: 08-22-01

DP
08-18-01 *ABK* *11*
ABK



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.

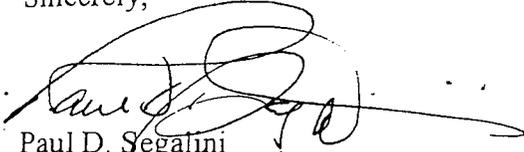
When the former CPP Police Officers are offered transfer to one of the two facilities selected, the transfer will be deemed a permanent transfer and the former CPP Police Officer will be removed from the other facility police command's transfer list.

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

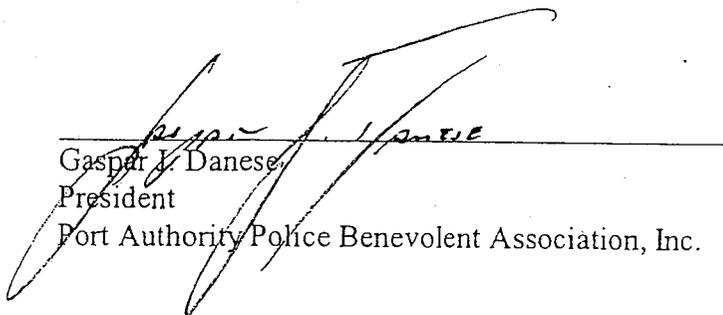
Please indicate your concurrence by signing below. Upon signing please retain one copy for your records and return on signed copy to my office.

Sincerely,

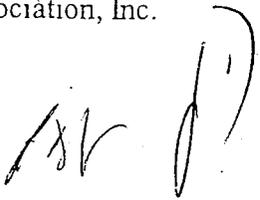


Paul D. Segalini
Director
Labor Relations Department

CONCUR:



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



August 5, 2004

LOUIS J. LA CAPRA
CHIEF ADMINISTRATIVE OFFICER
225 PARK AVENUE SOUTH
NEW YORK, NY 10003
(212) 435-8140
(212) 435-6686 FAX

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:

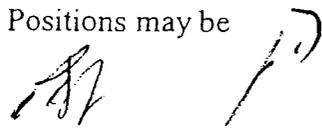
The Port Authority of New York and New Jersey ("Port Authority") and the Port Authority Police Benevolent Association, Inc. ("PBA") have reached agreement on the terms of a successor Memorandum of Agreement which, when executed, will cover the period from January 21, 2003 until January 20, 2010. As part 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



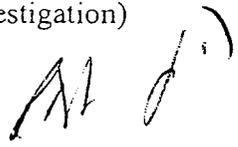
created and assigned to any squad or position in any work chart(s) contained in Document "O" selected for use at an individual facility police command. The Port Authority may not institute or maintain in excess of one (1) Relief Officer Position for every three (3) non-relief Police Officer positions 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

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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,

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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

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permanent assignment or overtime. The Port Authority is not required to have four 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.

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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 of this agreement shall become null and void. All language shall return to the language set forth in the Memorandum of Agreement.
- [Handwritten initials: JPD, ASW]*

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 21 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.

J.P. Danese

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
 Louis LaCapra
 Chief Administrative Officer
 Port Authority of New York and New Jersey

CONCUR:

Gaspar J. Danese

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

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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
Police Headquarters
Police Headquarters

Special Services*
Court Scheduler and Courier*
Visual Presentation Services Unit*

Police Academy
Police Academy
Police Academy
Consolidated Police Zones

Range Officer*
Instructor's Aide*
Probationary Police Officers in Academy*
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
Police Headquarters/SOD

Teletype Operators
Motor Vehicle Enforcement Officer(s)
(Commercial Vehicle Inspections, Truck Weight, Hazardous Cargo, Accident Investigation)

Police Headquarters/SOD
Police Headquarters/SOD
Police Headquarters/SOD

Canine Officer(s)
Motorcycle Operator(s)
Emergency Services Unit (Trucks 1, 2, 3 (PATH/WTC), Trucks 7/7A (LGA), and Trucks 8/8A (JFK)

Kennedy International Airport
Kennedy International Airport
Kennedy International Airport
Kennedy International Airport

Motor Vehicle Inspector(s)
Fire Marshal(s)
Auto Recovery Unit
Administrative Adjudication Bureau Officer(s)

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Facility Police Command

Detail Position (s)

Kennedy International Airport
Kennedy International Airport

Queens Court Officer
Desk Officer(s)/ CAD
Desk Officer(s) Relief
Emergency Medical Technician/Ambulance
Squad Leader(s)
Squad Leader(s) Relief / Firefighter
Cargo Officer(s)
Hardstand/Special Weapons Officer(s)
Station House Officer(s) / SHO(s)

LaGuardia Airport
LaGuardia Airport
LaGuardia Airport
LaGuardia Airport
LaGuardia Airport
LaGuardia Airport
LaGuardia Airport

Motor Vehicle Inspector(s)
Fire Marshal(s)
Auto Recovery Unit
Desk Officer(s)/CAD
Squad Leader(s)
Squad Leader(s) Relief / Firefighter
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
Port Authority Bus Terminal
Port Authority Bus Terminal

Youth Services Unit
Station House Officer(s) / SHO(s)
Community Patrol Officer Program Unit
(CPOP)

George Washington Bridge

Post 31/Bus Station (Weekdays, Day/
Afternoon Tour)

Newark International Airport
Newark International Airport
Newark International Airport

Motor Vehicle Inspector(s)
Fire Marshal(s)
Desk/Emergency Garage Positions: /2/
Desk Officer(s) /CAD/Squad Leader Relief
Squad Leader(s)
Firefighter(s)
Emergency Truck 7
Patrol Car Operator(s)
Auto Recovery Unit
Teterboro Airport Unit /3/

Newark International Airport
Newark International Airport
Newark International Airport

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
 Police Headquarters
 Police Headquarters

Visual Presentation Services Unit*
 Special Services*
 Court Scheduler(s) and Courier(s)/Day Tour*

Police Academy
 Police Academy

Range Officer(s)*
 Instructor's Aide(s)*

Special Operations Division

Courier(s) / Night Tour*

Holland Tunnel

Commanding Officer's Clerk(s)*

Lincoln Tunnel
 Lincoln Tunnel

Commanding Officer's Clerk(s)/XBL*
 Auto Recovery Unit*

George Washington Bridge
 George Washington Bridge

Commanding Officer's Clerk(s)/HOV
 Court Liaison(s)

PATH
 PATH

Commanding Officer's Clerk(s)/Post 10
 Court Liaison(s)

Facility Police Command

Detail Position (s)

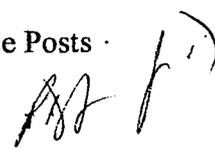
Newark International Airport

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.

ASK



PAUL D. SEGALIN
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.

AS *JD*

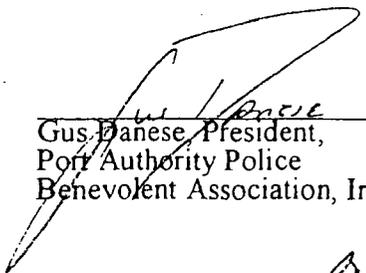
Please indicate your concurrence in the above on behalf of the PBA by signing in the space provided below and returning a signed original of this Agreement to me.

Sincerely,



Paul D. Segalini
Director
Labor Relations Department

Concur:



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

AD *D'*

Date: September 7, 2004



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:

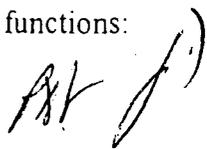
The Port Authority of New York and New Jersey ("Port Authority") and The Port Authority Police Benevolent Association, Inc. ("Association") agree to the following clarifications to the successor Memorandum of Agreement for the period January 21, 2003 through January 20, 2010 concerning the Emergency 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

THE PORT AUTHORITY OF NY & NJ

pursuant to Section XIII, paragraph 7 of the Memorandum of Agreement, will be made by detail seniority.

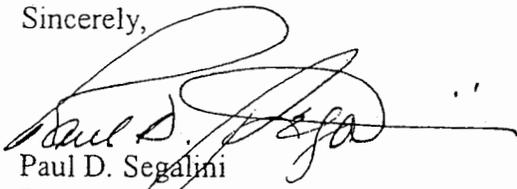
3. Members of the SOD ESU special detail will be provided lockers, mail boxes, gun lockers and other normal amenities identical to those provided to police officers at their permanent Facility Police Command at the member's reporting location.
4. The Port Authority may assign members of the SOD ESU special 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,

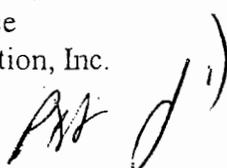

Paul D. Segalini
Director
Labor Relations Department

Concur:



Date: 11-20-11

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





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

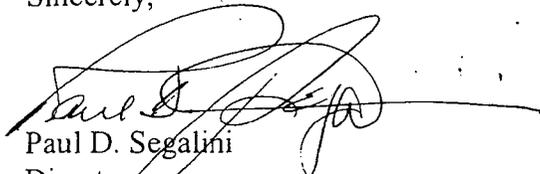
Dear Officer Danese,

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.

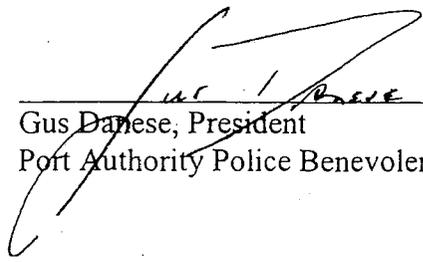
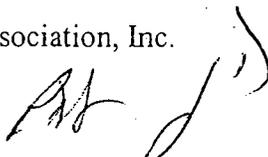
The parties hereby agree that in the event the Port Authority modifies the terms of AP 20-3.05 (revised January 16, 2001) – concerning Excused Absence – to include as a reason for an excused absence bereavement leave because of a death of a grandparent or domestic partner, then Appendix H of this Memorandum 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,

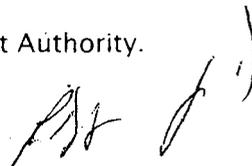

Paul D. Segalini
Director
Labor Relations Department

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.

A handwritten signature in black ink, appearing to be "A. J. J.", is located to the right of the main text block.