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MEMORANDUM OF AGREEMENT executed this 15th day of April, 1999 between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") and LOCAL 1400, TRANSPORT WORKERS UNION, AFL/CIO (the "Union").

PREAMBLE

WHEREAS, the Union is the recognized representative of all employees in the class titles listed on Exhibit "A" annexed hereto (the "covered membership"); and

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

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

NOW, THEREFORE, it is agreed as follows:

I. Salary and Salary Ranges

Effective July 27, 1997, October 25, 1998, January 30, 2000 and April 29, 2001, the salaries and salary ranges of the covered membership shall be those shown on the schedules annexed hereto as Exhibit "B".

II. Past Practices - Protection of Existing Terms and Conditions of Employment

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

B. A charge or complaint that the Port Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term and condition of employment which is not specifically enumerated or set forth in this Memorandum of Agreement shall be subject to and may be processed through the Grievance and Arbitration Procedure referred to in Section XIV of this Memorandum of Agreement. Questions as to whether a practice, procedure, or matter is a mandatory subject of collective bargaining will be referred to the Port Authority Employment Relations Panel for resolution.
C. Nothing herein shall be deemed or construed to waive any rights of the Union or of any employee under any Port Authority Labor Relations Instruction in effect during the term of this Memorandum of Agreement.

III. **Shift Differentials**

A. Effective April 1, 1989, the Port Authority shall pay employees in the covered membership six percent (6%) more than the hourly rates as set forth in Exhibit "B" for each hour or part thereof in excess of 30 minutes worked between the hours of 4:00 p.m. and 8:00 a.m. This additional payment shall not apply to any hour or part thereof worked in a tour of duty which begins at or after 7:30 a.m. and ends at or before 4:30 p.m.

B. The Port Authority shall not pay shift differentials for any hours for which an employee in the covered membership is compensated at overtime rates.

IV. **Dues Check-off and Union Business**

A. Upon presentation of a dues check-off authorization form signed by an employee, which shall include all employees in the covered membership, the Port Authority shall deduct from the compensation due to the individual employee such dues and assessments as may be so authorized. The amounts so deducted shall be remitted to the designated Union representative monthly. For employees who have presented such an authorization form, said authorization shall remain in effect for the term of this Memorandum of Agreement; provided, however, that an employee may revoke such authorization by written notice acceptable to the Port Authority, filed with the Manager, Labor Relations Division, so long as said notice is received by said Manager no earlier than July 3, 2002 and no later than July 26, 2002 and provided further that failure to revoke the said authorization pursuant to this Section shall be deemed to be a waiver of the right to revoke said authorization. Any such revocation so filed shall be effective upon the commencement of the second standard pay period following its filing.

B. During the term of this Memorandum of Agreement, employees returning to positions in the covered membership from provisional appointments outside the covered membership’s negotiating unit will have their prior dues check-off authorizations reinstated without the necessity of any further action by the Union or the employee.

C. The Port Authority will provide the Union with a copy of the minutes of the meetings of the Board of Commissioners and Committees thereof adopted after the execution of this Memorandum of Agreement, and of all PAI's, OPI's and TBI's affecting the covered membership, and with any Office Memoranda affecting the covered membership prepared for bulletin board posting or general dissemination.
D. On a quarterly basis, the Port Authority will provide the Union with the names and addresses of employees in the covered membership and their Social Security numbers.

E. The material specified in Paragraphs C and D shall be mailed to the designated Union representative and shall be provided at no cost to the Union.

F. The President of the Union or his/her designated representative shall have exclusive visitation rights at Port Authority facilities for the purpose of administering this Memorandum of Agreement and for purposes of recruiting Union membership and of explaining Union services and programs. Such visits shall be limited to reserve rooms, locker rooms and other non-work facility areas reasonably designated by the facility manager or his/her designee and shall not interfere with facility operations.

G. 1. During the term of this Memorandum of Agreement, the President, Vice President, Recording Secretary and Treasurer of the Union shall be given full time off with pay and benefits to conduct Union business including all phases of contract administration. The above listed Union representatives shall be able to bank appropriate sick time and shall be entitled to return to his/her last permanent position and facility with no loss of seniority.

2. Additional excused time for Union representatives will be in accordance with Information Bulletin No. 23, ("Excused Time For Employee Organization Representatives"), dated August 14, 1967, annexed hereto as Exhibit "C", modified as follows:

   a. During regularly scheduled work hours, Union representatives shall be allowed reasonable time away from regular duties with pay and benefits to attend hearings and other proceedings of the Port Authority Employment Relations Panel, arbitration hearings under the Grievance and Arbitration Procedure and disciplinary hearings under the Disciplinary Procedure.

3. Convenient parking arrangements will be provided to Union representatives on Union business at Port Authority facilities. In the event the Union space at the World Trade Center becomes unavailable, the Port Authority shall negotiate with the Union with respect to alternate parking arrangements at the World Trade Center.

4. The Port Authority shall provide the Union with an opportunity to meet with new employees in the covered membership at any general Port Authority orientation.

5. The Port Authority will continue to provide office space for the Union pursuant to the resolution of Grievance 16T-92.
H. The Port Authority will, as soon as practical, implement voluntary deductions from employees' wages to the T.W.U. International, C.O.P.E.

I. The President or his/her designee may witness the methodology used when the Port Authority generates a random Alcohol and Controlled Substance testing selection pool.

J. The Port Authority will accept reimbursement by the Union for "union business" time when no other union excused time is available and shall make appropriate payments to the Pension System.

V. Health Benefits

A. 1. The Port Authority will provide Group Health Insurance (i.e., hospitalization, surgical/medical and major medical benefits) for each active employee whose Port Authority employment commenced before January 1, 1999, including sponsored child coverage, identical to the Group Health Insurance provided by Blue Cross and Blue Shield of Greater New York group contract No. GC-1743 in effect as of July 26, 1987 and Prudential Insurance Company of America, Inc. group policy No. G-14910 in effect for managerial employees as of July 26, 1987. The individual maximum major medical benefit for each eligible active employee in the covered membership and his/her eligible dependents is one million dollars. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay for each enrolled active member the full premium costs of such insurance.

2. Employees whose Port Authority employment commenced on or after the date of execution of this Memorandum of Agreement shall not be eligible for nor covered by the group health insurance provided under Paragraph A.1. hereof. The Port Authority shall provide to employees whose employment commenced on or after the date of execution of this Memorandum of Agreement Point of Service or Preferred Provider Organization health benefits which shall provide benefits no less than the Preferred Provider Organization health benefits provided to managerial employees under the United HealthCare Preferred Provider Organization (PPO) plan (Group PA) as of September, 1998. The Port Authority will pay for each enrolled active member the full premium costs of such alternate program.

B. Effective on the date of execution of this Memorandum of Agreement or as soon thereafter as possible, each active employee shall be provided with the prescription drug plan (National Prescription Administrators - Port Authority Sponsor No. 1395) provided by the Port Authority to managerial employees as of that date and such plan shall be the sole and exclusive prescription drug benefit provided to active employees. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that
described above. The Port Authority will pay for each active member the full premium costs of such plan.

C. Effective on the date of execution of this Memorandum of Agreement or as soon thereafter as possible, each active employee shall be provided with the Vision Care Plan (National Vision Administrators - Port Authority Sponsor No. 1007) provided by the Port Authority to managerial employees as of that date and such plan shall be the sole exclusive vision care benefit provided to active employees, except for safety eyewear as provided for in this Memorandum of Agreement. If the Port Authority in its sole discretion chooses to change the provider of such insurance, the coverage which is to be provided shall be no less than that described above. The Port Authority will pay for each enrolled active member the full premium costs of such plan.

D. In the event an employee has elected coverage under an alternate group health plan offered by the Port Authority to employees in the covered membership (which plan shall provide coverage comparable to or better than that provided by the Port Authority’s plan and which must include coverage for psychiatric services), the Port Authority will pay toward coverage in such alternate plan the premium costs for coverage of such employees under the Port Authority Group Health Insurance program or the premium costs for coverage of such employee in said alternate plan, whichever is less. An employee shall be given the opportunity to transfer from one plan to another during open enrollment periods and under conditions fixed by the carriers or health maintenance organizations.

E. The term “premium costs” as used in this Section shall mean premium costs established by the provider, including any increase in such costs in effect during the term of this Memorandum of Agreement.

F. During the term of this Memorandum of Agreement, the Port Authority will continue to pay the full cost of providing Port Authority Group Health Insurance for retired employees who at the time of their retirement were members of the Port Authority Group Health Insurance program and, for employees who retire on or after the date of the execution of this Memorandum of Agreement the Port Authority will also pay for the full cost of providing the prescription drug plan enumerated in Paragraph B of this Section and the Vision Care Plan enumerated in Paragraph C of this Section. The benefits available to any such retired employee shall be those applicable to him/her at the time of retirement.

G. All employees will continue to receive on an annual basis a Personal Information Profile (PIP) in lieu of the usual "benefits booklets".
VI. **Dental Benefits**

A. During the term of this Memorandum of Agreement, the Port Authority shall provide Group Dental Insurance to active employees in the covered membership 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. This includes the option of electing coverage under the Combined Deductible Plan on the same terms and conditions as offered to management employees. The Port Authority will pay for each active enrolled employee (and his/her eligible dependents) the full premium costs of such insurance. As an alternative to the Port Authority Group Dental Insurance, employees not yet retired will be eligible to enroll in the Dent-Care Plan currently available to managerial employees on the same terms and on the same basis as managerial employees. In the event the Port Authority improves the Group Dental Insurance benefits for managerial employees during the term of this Memorandum of Agreement, said improvements will be provided to the Union on not less than the most favorable terms provided to managerial (Service “B”) employees.

B. As used in the first Paragraph of this Section, the term "premium costs" shall mean premium costs established by the insurer, including any increase in such costs, in effect during the term of this Memorandum of Agreement.

C. During the term of this Memorandum of Agreement, employees shall be permitted to carry the Group Dental Insurance or the Dent-Care Plan, as the case may be, set forth in Paragraph A hereof into retirement, with the retirees paying the cost thereof.

D. A copy of the Port Authority Group Dental Insurance policy and riders, if any, and the Dent-Care Plan contract covering employees, including the number thereof, and the premium costs per month to the Port Authority of such insurance or Dent-Care Plan, shall be provided by the Port Authority to the designated Union representative when such policy, riders, or contract, and premium costs have been finally formulated.

VII. **Group Life Insurance**

A. Effective with the signing of the Memorandum of Agreement, the Port Authority shall pay for each active insured employee in the covered membership the full premium costs of Port Authority group term life insurance coverage applicable to such employee in an amount equal to three (3) times the employee's base annual salary. The terms "base annual salary" as used in this Section shall mean the salaries in effect as shown in the schedule annexed hereto as Exhibit "B" and any increase in such base annual salary during the term of this Memorandum of Agreement, adjusted to the nearest highest multiple of $1,000.00.
B. During the term of this Memorandum of Agreement, the Port Authority will assume the premium cost of, and provide $10,000 of paid life insurance at age 65 to those employees in the covered membership not yet retired.

VIII. **Employment Security/Transfer of Unit Work**

During the term of this Memorandum of Agreement, there will be no further or additional transfer and/or reassignment of unit work currently and heretofore performed by employees in the covered membership without negotiations. Employees displaced pursuant to the permissible transfer and/or reassignment of unit work in this Memorandum of Agreement and as previously agreed to in prior Memoranda of Agreement shall not lose employment but shall be reassigned to other Port Authority jobs without loss of pay or benefits.

IX. **Seniority**

Seniority rights of employees in the covered membership, and their status in such matters as selection of vacation, tour assignment, etc., shall be maintained and unless otherwise modified by this Memorandum of Agreement, shall be consistent with OPI 20-3x.14 ("Job Seniority"), effective July 15, 1970, and Information Bulletin No. 38 ("Seniority") and Information Bulletin No. 50 ("Tie Breakers"), and in the event the Port Authority acquires and absorbs the work force of additional facilities, the said seniority rights shall be protected.

X. **Transfers**

A. The current procedures for the submission of transfers for employees in the covered membership shall remain in effect. An employee in the covered membership may, after being assigned to and actually working at a facility, submit a transfer application after three months of service.

B. Union representatives, when auditing the proper application of transfer procedures, shall be entitled to review facility transfer lists. Copies of such lists shall be provided to such representatives upon request.

C. All transfer lists except those for Toll Collectors and Senior Toll Collectors which shall be administered by the Tunnels, Bridges and Terminals Department, shall be maintained by the Human Resources Department in accordance with OPI 20-2x.04 ("Operating Instruction Pay Plan C and D (Non-Police) Transfer Procedure"), effective August 1, 1971 and shall be applicable to all employees in the covered membership. (Exhibit "D")
XI. Promotions

A. Oral Boards will be retained by the Port Authority as a part of its selection procedure. The Human Resources Director shall establish a roster of qualified board members, including only Service "B" and "F" personnel familiar with the techniques, objectives, and procedures of Oral Boards, and the members participating in any examination shall be selected from such roster. Whenever feasible, a single board shall be used for all candidates participating in a particular evaluation.

B. All promotion eligible lists pertaining to employees in the covered membership shall be of three years duration. All promotion lists shall be maintained and approved by the Human Resources Department of the Port Authority.

XII. Provisional Assignments

A. Provisional assignments shall be offered to qualified employees in the covered membership in accordance with their rank on the appropriate eligible lists. When the number of provisionally-assigned employees in a specific classification at a facility must be reduced, the provisional employee at the facility in the effected classification with the lowest rank on the appropriate eligible list will be the first one to be returned to his/her former permanent position.

B. In the event a provisional assignment exceeds an aggregate of twelve (12) months within a three year period, the employee in the covered membership who has held such provisional assignment will be made permanent in excess at that facility. In the event a permanent position becomes vacant at that facility, the permanently assigned excess employee will fill that vacancy provided that it does not conflict with the existing transfer list.

XIII. Substitution Rules

For employees in the covered membership, OPI 20-3x.15 ("Operating Instruction Work in Higher Classes Compensation - T.W.U. Classes Only"), (Exhibit "E") shall be deemed modified to compensate employees working in a higher classification at the higher rate from the first day of such work and for each day thereafter. In the event a substitution is necessary, and where a promotion eligible list exists, the employee achieving the highest rank on the promotion eligible list who is working the tour that must be filled shall be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job.
XIV. **Grievance and Arbitration Procedure**

A. **Policy**

The parties hereby agree to encourage informal resolution of disputes and differences between them prior to the initiation of action pursuant to the within grievance procedure and further agree that all employees covered by this Memorandum of Agreement shall have the right to participate in such grievance procedure without interference, coercion, restraint, or discrimination of reprisal.

B. **Definition**

1. For the purposes of this Agreement, grievances are defined as any dispute concerning the application or interpretation of this Agreement or the alleged violation of any provision thereof; or any claim that the Port Authority has unilaterally limited, restricted, impaired, removed or abolished a past practice, procedure or policy governing an existing term or condition of employment which is not specifically enumerated or set forth in this Agreement.

2. Any complaint concerning the alleged violation by the Port Authority of any of its resolutions or instructions of general application relating to conditions of employment which do not involve the application, interpretation or claimed violation of this Agreement or of any past practice shall not be a grievance subject to this procedure but shall be processed through existing remedies.

C. **Time Limitations**

The parties recognize the importance of processing all grievances as quickly as possible. Accordingly, the number of days permitted for action or completion of procedures should be considered a maximum with the understanding that every effort should be made to expedite the resolution of all grievances.

D. **Procedure**

*Step 1.* Grievances shall be sent by the Union President or his/her designee in writing to the Facility Manager within thirty (30) calendar days of the occurrence of the event or action which gave rise to the grievance or within 30 calendar days from the date when an authorized representative of the Union became aware or should reasonably have been expected to become aware of such occurrence or action. The grievance shall set forth all the specific facts of the event or action. The Facility Manager shall respond to the grievance in writing within five (5) working days of its receipt and send it to the Union President. Saturdays and Sundays are excluded from the definition of working days.
Step 2. If the parties fail to resolve the grievance as set forth in Step 1 or the Facility Manager fails to respond in writing within five (5) working days of receipt of the grievance, the Union may resubmit the grievance in writing within fourteen (14) calendar days thereafter to the Port Authority Manager of Labor Relations. The grievance shall set forth the specific provisions of the Agreement or past practice in dispute and the remedy requested. The President of the Union or his/her designee and the Port Authority Manager of Labor Relations or his/her designee shall meet at a regularly scheduled meeting to be held monthly for the purpose of attempting to resolve grievances without the necessity of arbitration. The Union shall provide the Port Authority with a proposed agenda of cases to be discussed and all relevant material at least five (5) business days prior to the scheduled meeting. The parties must come to the meeting prepared to discuss all cases on the agenda and the Port Authority will provide all relevant material that it has on the case. Within five (5) working days following such meeting, the Manager of Labor Relations shall respond to the grievance in writing, advising the Union President that it has been settled or the specific reasons for rejection of the same.

Step 3. If the grievance is not resolved at Step 2, the President of the Union or his/her designee shall have the exclusive right to refer the grievance for determination to an Impartial Arbitrator within thirty (30) calendar days following the date of receipt of the response of the Manager of Labor Relations or the date on which such response was due whichever occurs sooner. The hearing shall be scheduled for a date no later than sixty (60) calendar days from the date of Demand for Arbitration.

E. Panel of Impartial Arbitrators

The Union and the Port Authority hereby agree that the Panel of Impartial Arbitrators to hear and determine grievances will be expanded and mutually agreed upon by both the Union and the Port Authority. All hearing dates and the Impartial Arbitrator assigned to those hearings shall be mutually agreed upon. In the absence of such agreement, the parties shall endeavor to allocate the hearings among the panel of Impartial Arbitrators on an equitable rotation basis. The Port Authority shall be responsible for notifying, in writing, the Impartial Arbitrator and the Union of the date, time and place of the hearing.

F. Powers of Impartial Arbitrator

The Impartial Arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement nor shall he/she have authority to determine any other issue not submitted in connection with the subject grievance.
G. Decision of Impartial Arbitrator

The decision and award of the Impartial Arbitrator shall be final and binding upon the Port Authority and the Union. Both parties consent to the jurisdiction of the Supreme Court of the State of New York for the purpose of seeking an order confirming or vacating the award.

H. Fees and Expenses of Impartial Arbitrator

All fees and expenses of the Impartial Arbitrator shall be divided equally between the parties. In the event the grievance as stated in the Demand for Arbitration is sustained by the Impartial Arbitrator, the Port Authority shall be responsible for payment of all fees and expenses of the Impartial Arbitrator. Each party shall bear the cost of preparing and presenting its own case.

I. Adjournments

All requests for an adjournment must be made to the Union President or the Port Authority Manager of Labor Relations. The party requesting the adjournment shall bear all costs of the adjournment if any.

J. A stenographic record shall be kept in all arbitration hearings and a copy shall be provided to the Union at no cost. All records of these hearings shall be available for inspection by the employee on his/her own time during ordinary business hours of the Port Authority for a period of twelve (12) months after the last day of the hearing.

K. All arbitration hearings shall be scheduled between the hours of 10 a.m. and 6 p.m. Employees whose tour is outside of those hours may, with ten (10) days notice, have their tour changed without payment of schedule change premium. All necessary witnesses will be excused for the day, with overtime when appropriate, for the purpose of attending arbitration hearings.

XV. Disciplinary Procedure

A. Introduction

1. No disciplinary action shall be taken against any permanent employee, except for good and sufficient cause or reason. For the purpose of this Section the following definitions as set forth in PAI 20-1.01 ("Categories of Port Authority Employment"), dated July 10, 1970 shall apply:

   a. An "Employee" is any person regularly employed by the Port Authority upon a salaried basis whose compensation is computed on an hourly, daily, monthly, or yearly basis and who is not an outside consultant.
b. A "Permanent Employee" is any employee who has been continuously employed by the Port Authority for more than twelve months, except a person who is within one of the categories provided in subdivision d. (1) and d. (2) below. "Continuous employment" or words of similar import, means uninterrupted employment by the Port Authority, in any position or positions. Time spent on authorized vacation, sick leave or other authorized or excused absence with pay, is included in computing the period of continuous employment.

c. A "Probationary Employee" is:

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

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

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

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

d. A "Temporary Employee" is any person:

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

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

2. No permanent employee shall be disciplined, except in accordance with the provisions of this Section and any disciplinary action taken by the Port Authority in violation of any provision of this Section shall be null and void and all records relating to such action shall be destroyed.
B. Grounds for Disciplinary Action

The following are examples of good and sufficient cause or reason for disciplinary action against a permanent classified employee:

1. Substantial or repeated neglect or failure of the employee properly to perform his/her duties;

2. Substantial or repeated violation of rules and regulations;

3. Conduct seriously prejudicial to the Port Authority or the public interest.

C. Types of Disciplinary Action

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

   a. Dismissal from employment, including compulsory retirement.

   b. Demotion to a grade or title having a lower rate of pay.

   c. Transfer to a grade or title having different types of duties or responsibilities.

   d. Compulsory leave of absence without pay.

   e. Reduction in seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.

   f. Official reprimand officially noted upon the employee's record located in the Human Resources Department.

   g. Forfeiture of vacation or holiday privileges.

   h. Forfeiture of Port Authority passes.

2. The dismissal, demotion, transfer or compulsory retirement of an employee because of mental or physical incapacity substantially impairing the ability to perform his/her duties, or because of a reorganization of the Port Authority or one of its facilities, properties, departments or divisions, or any other administrative action affecting the position, status, pay or privileges of an employee, not taken for disciplinary purposes, is not considered to be disciplinary action and does not come within the scope of this procedure set forth in this Section. Provision, however, has been made for a hearing at the
request of the employee concerned, whenever the dismissal, demotion, transfer, or compulsory retirement of a permanent employee is contemplated on the ground of mental or physical incapacity as set forth in Section XVI of this Agreement.

D. Disciplinary Procedures

1. Sick Absence related discipline will be handled pursuant to the Sick Absence Disciplinary Policy and Five Step Progressive Discipline System attached as Exhibit “U”.

2. Notice of Intention to Discipline

a. In order to commence a disciplinary proceeding against an employee, other than as set forth in D.1. above, the Manager of Labor Relations or his/her designee shall serve the employee either personally or by registered mail, return receipt, with a Notice of Intention to Discipline (the "Notice"). The Notice shall set forth the name of the employee charged, the employee's employee number, title, facility and a brief statement of each alleged offense, the facts, circumstances and reasons upon which the intended discipline is based, including the specific rule, regulation or duty alleged to have been violated, the date, time of occurrence or occurrences, the name of the supervisor initiating the discipline, the names of any witnesses with knowledge thereof and the discipline requested by the Port Authority.

b. The Notice must be served upon the employee no later than thirty (30) calendar days from the date of the last occurrence upon which the discipline is based or the date when the charging Department should reasonably have known of the occurrence. A copy of the Notice shall be faxed to the President of the Union within twenty-four (24) hours of service upon the employee.

c. Where the offense alleged in the Notice consists of more than one incident of the same kind no prior incident may be included which occurred more than two years prior to the date of the last incident where a major penalty is sought and one year from such date where a minor penalty is sought.

3. Meeting in an Attempt to Resolve Disciplinary Matters

a. Within fourteen (14) days following the service of the Notice, the President of the Union or his/her designee and the employee shall meet with the Port Authority Manager of Labor Relations or his/her designee and the supervisor initiating the disciplinary proceeding, for
the purpose of attempting to resolve the matter without the necessity of a formal hearing. Should the parties fail to agree upon a resolution, the Port Authority shall submit the matter for hearing before one of the Impartial Arbitrators, which hearing shall be held no later than sixty (60) days from the date of service of the Notice.

b. Prior to the aforesaid meeting, the Port Authority will provide the Union with any and all written memos, statements and other documentation, evidence, names of witnesses to the event or events and all other material which is in possession of the Port Authority which relates to the events in question and the charges, including all exculpatory material. The Union and/or the employee shall be granted access to log books and other relevant records necessary to prepare his/her defense.

c. Should the parties fail to agree upon a resolution of a disciplinary proceeding, the Port Authority shall submit the matter for hearing before an Impartial Arbitrator. The Impartial Arbitrator shall be selected and designated by mutual agreement of the parties with the understanding that whenever possible such designation shall be rotated among the members of the panel.

d. The hearing shall be held no later than sixty (60) days from the service of the Notice upon the employee, except however, that such hearing shall be held no later than thirty (30) days from the date of service of the Notice if the employee has been suspended without pay or if for any other reason his/her wages have been withheld.

E. Hearings

1. Major/Minor Hearings

Minor disciplinary hearings shall be held where the discipline requested by the Port Authority is an official reprimand, forfeiture of a holiday, forfeiture of Port Authority passes, vacation forfeiture of less than 20 days, or a compulsory leave of absence without pay of less than 30 days. Major disciplinary hearings shall be held where the discipline requested by the Port Authority is dismissal, demotion, transfer, reduction of seniority, vacation forfeiture of 20 days or more, or a compulsory leave of absence without pay of 30 days or more.

2. Impartial Hearing Officer

a. It shall be the function of the Impartial Hearing Officer to determine the truth or falsity of the charge; and if in the opinion of the Impartial
Hearing Officer the charge is sustained, to determine appropriate disciplinary action. The Impartial Hearing Officer shall proceed promptly with a hearing, and shall receive testimony and evidence offered by the employee and the complainant, and in addition, may summon witnesses and require the production of records and other data he/she deems appropriate to the hearing of the charges and the determination of the discipline.

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

3. Conduct of Hearings

a. The Port Authority shall be responsible for notifying in writing the Impartial Arbitrator, the employee and the Union of the date, time and place of the disciplinary hearing. The notice of hearing may be served by fax to the Union and must be served either personally or by registered mail, return receipt, upon the employee at his/her last known address on file with the Port Authority. The notice of hearing must be received by the Union and the employee no less than ten (10) business days, excluding legal holidays, prior to the date of the hearing. In determining whether the employee has had ten (10) business days notice of the hearing, the following shall be deemed to be legal holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day, and in the event any of these days falls upon a Sunday, the following Monday.

b. Except as otherwise provided, or unless otherwise modified, the procedure and conduct of such hearings and all incidental proceedings shall be determined by the Impartial Hearing Officer, but in any event:

(1) hearings shall be conducted informally;

(2) the employee may appear in person or by an authorized representative; and the employee and his/her representative may produce, examine or cross-examine witnesses, submit other evidence, make oral arguments and submit memoranda or other written statements;
(3) a stenographic record shall be kept in all major disciplinary
proceedings and a copy shall be provided to the Union at no cost.
All records of a major discipline shall be available for inspection by
the employee on his/her own time during ordinary business hours
of the Port Authority for twelve (12) months after the last day of the
hearing;

(4) except as provided in Paragraphs B. and E. 4., no evidence of prior
misdeeds or offenses other than those charged shall be received or
inquired into.

c. The Impartial Hearing Officer may call and examine such witnesses as
he/she deems necessary or appropriate.

d. In general, the order of procedure at the hearing shall be as follows,
but the Impartial Hearing Officer may vary the order of procedure in
his/her discretion:

First: The alleged offense or violation and/or an opening statement
shall be presented by the Port Authority. The employee or his/her
representative shall be requested to state summarily the employee's
position with respect thereto.

Second: The testimony and other evidence in support of the charges
shall be received. Each witness in support of the charges shall be
subject first to direct examination by the Impartial Hearing Officer (and
if the charges are preferred by a member of the Port Authority staff, by
such member or his/her representative) and then to cross-examination
by the employee or his/her representative, and thereafter to such re-
direct or re-cross examination as may be necessary.

Third: The testimony and other evidence for the employee shall then
be received. Each witness for the employee shall be subject first to
direct examination by the employee or his/her representative, and then
to a cross-examination by the Impartial Hearing Officer (and if the
charges are preferred by a member of the Port Authority staff, by such
member or his/her representative), and thereafter to such further re-
direct or re-cross examination as may be necessary.

Fourth: The testimony and evidence in the nature of rebuttal and
surrebuttal shall then be received in that order.

Fifth: In cases where charges are preferred by a member of the Port
Authority staff, such member or his/her representative shall be
permitted to make a statement summarizing the testimony and
evidence and making recommendations with regard to disciplinary action.

_Sixth:_ The employee or his/her representative shall be permitted to make a statement summarizing the evidence, and to present any pertinent oral arguments.

_Seventh:_ In lieu of or in addition to oral statements and arguments, the Impartial Hearing Officer may receive written memoranda or briefs in support of the charges or in favor of the employee.

4. Findings

a. Within thirty (30) days following the conclusion of a hearing the Impartial Hearing Officer shall make the findings. The findings shall be in writing and shall refer to each separate charge and shall state whether each charge is “sustained” or “not sustained.” The Impartial Hearing Officer, if he/she desires, may accompany the findings with opinions in writing explaining the reasons for the findings.

b. The Impartial Hearing Officer shall make a determination for disciplinary action if he/she finds the charges sustained and, in so doing, may receive and consider the employee’s Performance Rating Reports and any records of prior disciplinary proceedings.

c. The decision and award of the Impartial Hearing Officer shall be final and binding upon the Port Authority, the Union and the employee.

5. Fees and Expenses

All fees and expenses of the Impartial Hearing Officer shall be divided equally between the parties, except that the Impartial Hearing Officer shall have the discretion, in appropriate cases, to direct that fees and expenses of the Impartial Hearing Officer, or a percentage in excess of 50%, shall be paid by the Port Authority should the Impartial Hearing Officer fail to sustain the discipline requested or imposed. Each party shall bear the cost of preparing and presenting its own case.

6. Scheduling of Hearings

All disciplinary hearings and meetings shall be scheduled between the hours of 7:00 a.m. and 7:00 p.m. Employees participating in a minor discipline hearing whose tour of duty is outside those hours may, with ten (10) days notice to the employee, have their tour of duty changed without payment of schedule change premium. Under no circumstances will a disciplinary
hearing or meeting be held on an employee's regular day off or on a vacation day. All necessary witnesses will be excused from duty, with overtime when appropriate, and with all applicable benefits for the purpose of attending disciplinary hearings. In major discipline cases only, the employee and all necessary witnesses will be excused for the tour. All participants in a major discipline case must provide their own transportation to the hearing.

7. Discovery

a. No later than five (5) business days prior to the hearing the Port Authority will provide the Union with any and all written memos, statements and other documentation, evidence, names of witnesses to the event or events and all other material which is in the possession of the Port Authority which relates to the events in question and the charges. The current practice pursuant to which the Union and/or the employee is permitted access to log books and other records in order to prepare his/her defense shall continue.

b. Failure to provide exculpatory material and/or failure to comply with a material provision of this negotiated agreement shall cause the charge to be dismissed with prejudice. Other failures on the part of the Port Authority to comply with this negotiated agreement shall be considered by the Impartial Arbitrator who shall have authority to use his/her discretion to determine what remedy, if any, shall be granted to the employee.

8. Adjournments

The employee shall be entitled to one 10-day adjournment of the hearing. He/she shall also be entitled to one other adjournment of the hearing, if the proof offered at the hearing is at variance, in any material respect, with the Notice. The Impartial Hearing Officer may use his/her discretion to grant any other adjournments.

F. Temporary Suspensions Without Pay

1. Any employee may be temporarily suspended without pay pending the completion of disciplinary proceedings; and such temporary suspension shall not be deemed to constitute disciplinary action unless the charges are thereafter sustained.

2. If the charges are sustained, and if as a result one or another of the following types of disciplinary action is taken, such disciplinary action shall be effective as of the day upon which the employee was suspended: dismissal; demotion; transfer; compulsory leave of absence without pay.
3. If the charges are not sustained, the employee shall be restored to duty upon the completion of the disciplinary proceedings, and shall then receive his/her full pay for the period during which he/she was temporarily suspended.

4. No employee shall be suspended without pay unless the Port Authority meets upon request of the Union with the Union and/or the employee within three working days following service of the notice upon the employee and the Union.

5. Nothing contained in the Disciplinary Proceedings Section shall be deemed to prevent suspending employees with pay, pending the completion of disciplinary proceedings or for other administrative purposes.

G. Waiver of Rights, Resignations Pending Disciplinary Proceedings

1. An employee may waive his/her right to a hearing, and may do so either before or after the hearing has commenced. All such waivers must be in writing. No employee shall be requested to sign a waiver unless the President of the Union or his/her designee is present.

2. The failure to appear at a hearing after notice shall constitute a waiver of such hearing unless the Impartial Hearing Officer finds such failure excusable.

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

H. Docket Entries

The Director of Human Resources shall enter in a special docket the name of the employee against whom the action is sought, the name of the complainant, the name of the person who endorsed the charges and any other data with respect to the proceedings, as, for example, the date upon which the charges were served upon the employee, the date set for hearing and adjournments, whether the right to file briefs was requested and the date fixed for such filing, the findings of the Impartial Hearing Officer, etc. Each case shall be numbered consecutively.

I. Union Time Off

The President of the Union shall have the right to designate one Union representative to have full time off with pay and benefits for the purpose of representation of members served with the Notice as set forth in § IV G.2.
XVI. Medical Hearings

A. This provision applies only to permanent classified employees (see PAI 20-1.01 "Categories of Port Authority Employment", dated July 10, 1970.)

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

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

D. If either the employee or the Union fail to request a hearing within fourteen (14) days after the delivery of such notice such hearing is considered waived.

E. If the employee or the Union requests a hearing, the hearing shall be before an Impartial Arbitrator selected from the panel as agreed to by both parties.

F. Removal Procedure

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

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

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

4. If the recommendation is approved, the Executive Director also notifies the Human Resources Director who sends out the letter of notification to the employee. It is the responsibility of the Human Resources Director to follow up the notification. At the end of the fourteen (14) day period provided, the Human Resources Director notifies the initiating department if there is no response from the employee and therefore the right to a hearing has been waived. If there is an earlier response from the employee requesting a hearing, the Human Resources Director notifies the Executive Director and the initiating department so that an Impartial Arbitrator may be selected and a hearing scheduled.
5. It is the additional responsibility of the Human Resources Director to provide such services to the Impartial Arbitrator as may be required.

G. Hearing Procedure

1. The Impartial Arbitrator investigates and determines whether the employee is mentally or physically incapable of performing his/her duties. The findings and recommendations of the Impartial Arbitrator shall be final and binding upon the Union, the employee and the Port Authority.

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

3. The Impartial Arbitrator is not confined to evidence and testimony presented at hearings at which the employee is present, but may base his/her findings and recommendations upon investigations made or data received outside of such hearings.

4. The fee of the Impartial Arbitrator shall be paid by the Port Authority. Each party however shall bear the cost of preparing and presenting its own case.

XVII. Vacations

A. The vacation policies, procedures and allowances as set forth in PAI 20-3.01 ("Vacations"), dated October 17, 1974, incorporating Change Notice No. 119 and annexed hereto as Exhibit "F", shall apply to employees in the covered membership.

B. Facility vacation schedules shall encompass all weeks of the calendar year except that for those weeks in which peak staffing is required by the facility manager, a minimum of one employee in each classification may, in any such week, elect to take his/her vacation.

C. Vacation forfeiture shall be effected only pursuant to the Disciplinary Procedure set forth in Section XV.
XVIII. Sick Leave Absence Plan

The Sick Leave Absence Plan set forth in Exhibit "G" annexed hereto shall apply to employees in the covered membership.

XIX. Injury on Duty - Definition and Procedure

A. To be classified as an "injury on duty" the injury must occur while the employee was:

1. on duty; or

2. on a meal or relief period during a tour of duty while on the facility premises; or

3. en route to or from his/her work station while on the facility premises, including proceeding directly to or from a designated parking area assigned to that facility, or engaged in preliminary or postliminary work activities on the facility premises normally associated with the employee's duties and responsibilities up to twenty (20) minutes before or after a tour of duty.

B. No injury shall be classified as an "injury on duty" if it resulted from:

1. conduct which the employee knew or should have known created a risk of injury including the use of prescription drugs; or

2. impairment due to the use of alcohol or an illegal drug; or

3. the employee's failure to follow safety instructions and/or failure to wear required safety equipment provided to the employee.

C. If an employee is injured under any of the circumstances set forth in Paragraph A. above, he/she must report the injury to his/her supervisor immediately. The employee must complete and submit a PA Form 360 within twenty-four (24) hours after the injury occurs. If an employee is unable to complete the PA Form 360 due to the severity of the injury, or for other good and sufficient cause the supervisor must complete the PA Form 360 within twenty-four (24) hours of the occurrence of the injury.

D. Days absent from work during the first occurrence of absence directly resulting from a classified injury on duty shall not result in a diminution of the employee's sick bank or count as a sick absence.

E. An employee who was absent due to a classified injury on duty and who is returned either to full duty or to medically restricted duty by management after the
Office of Medical Services (OMS) has determined that the employee is medically fit either to resume his/her full duties or to resume duties under a medical restriction and who thereafter is absent additional time from work due to the original injury will have such additional time absent recorded as sick absence and deducted from his/her sick bank.

F. An employee who was absent due to a classified injury on duty and who is conditionally returned to full duty by management after OMS has determined that the employee is medically fit to resume his/her full duties on a conditional basis must be re-evaluated by OMS within twelve (12) calendar days of returning to work. In the event the conditional basis is not removed by OMS at the time of the first evaluation, the employee must be re-evaluated by OMS every twelve (12) calendar days thereafter in order that a medical determination may be made whether or not the conditional basis of such return may be removed. As long as the employee remains conditionally returned, any time absent from work directly due to the original injury will be recorded as part of the initial absence due to the injury on duty. However, once the conditional basis of return has been removed, if the employee thereafter is absent additional time from work due to the original injury he/she will have such additional time absent recorded as sick absence and deducted from his/her sick bank.

XX. Long-Term Disability

Employees in the covered membership shall have the long-term disability plan in effect for managerial employees as of December 31, 1986 and as in effect for members of other bargaining units.

XXI. Indemnification

The Port Authority will defend and indemnify all employees in the covered membership against civil liability arising from activities and/or omissions within the scope of their employment. The Port Authority will not, however, defend or indemnify an employee in a criminal matter, or defend or indemnify where a judgment or award is found against the employee if it is the result of a criminal act and, in addition, will not pay any award for punitive damages found against said employee.

XXII. Step Increase

The Port Authority will continue to have the right, for cause, to deny, withhold or temporarily withhold, prospectively, a step or in-grade increase. Such action will be governed by the same procedures which govern discipline, as set forth in Section XV.

XXIII. Military Leave

A. Employees in the covered membership who are on involuntary short-term military leave shall not be scheduled to work on the Saturday or Sunday immediately
following their return from such duty if the duty terminates on a Friday nor shall they be scheduled to work on the Sunday immediately following their return from such duty if the duty terminates on a Saturday.

B. Military leave shall be administered subject to applicable law and, when not inconsistent with applicable law, shall be administered pursuant to PAI 20-3.10 ("Military Leave"), dated August 24, 1972 annexed as Exhibit "H".

XXIV. Excused Absence: Compassionate Leave

A. Except as set forth herein, excused absences shall be governed by PAI 20-3.05 ("Excused Absences"), dated August 3, 1967, annexed hereto as Exhibit "I".

B. During the term of this Memorandum of Agreement, the excused absences set forth in Section III, Paragraph A. 5, 6, 7, and 8 of PAI 20-3.05 shall be deemed stricken from the said PAI, and effective April 7, 1987 in lieu thereof, employees in the covered membership shall each receive four days of paid excused absence per annum for such reasons as the employee may deem necessary. Effective June 30, 1992 employees in the covered membership will no longer receive excused time for donating blood to the Port Authority Blood Bank.

C. The following pro-rata schedule of personal days shall apply during an employee's first year of employment. New employees hired after February 15 but before May 15 shall receive three personal days; those hired between May 15 and before August 15, two personal days; and those between August 15 and before October 15, one personal day. Employees hired on or after October 15 shall not receive any personal days that year.

D. Employees requesting personal excused time should give as much notice as possible in order to avoid scheduling conflicts. Requests by employees for excused absences as set forth in Paragraph B of this Section shall not be unreasonably denied. Denial for such time off shall not be predicated upon the need to cover the tour on an overtime basis.

E. In addition, during the term of this Memorandum of Agreement, employees in the covered membership shall be granted up to three (3) days of compassionate leave without pay in any one calendar year to attend the funeral of a relative or for the serious illness of a member of their immediate family (spouse, child, parent, brother, sister, spouse's parent, other person living in the employee's home), when such time off is not otherwise covered by PAI 20-3.05 ("Excused Absences"), dated August 3, 1967.

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XXV. **Leave of Absence**

A. The leave of absence policy for employees in the covered membership shall be as set forth in PAI 20-3.06 ("Leave of Absence"), dated June 30, 1976, annexed hereto as Exhibit "J".

B. The maternity leave of absence policy for employees in the covered membership shall be as set forth in PAI 20-3.12 ("Maternity Leave"), dated August 6, 1981, annexed hereto in Exhibit "K".

XXVI. **Jury Duty**

Employees in the covered membership involuntarily serving jury duty for a period not exceeding three (3) consecutive weeks shall have their work schedules adjusted, if necessary, to provide the Saturday and Sunday off which fall between jury duty weeks. Work schedules for weekends immediately preceding or following jury duty shall not be adjusted.

XXVII. **Compensatory Time**

A. Employees in the covered membership may continue to bank up to ninety-six (96) hours of positive compensatory time. Effective September 20, 1987 overtime hours to be banked will be limited to Fair Labor Standards Act (FLSA) overtime. (FLSA overtime hours are hours actually worked in excess of 40 in a seven consecutive day period in accordance with the FLSA).

B. During the term of this Memorandum of Agreement, each employee shall be afforded the option of designating up to 96 hours in a compensatory time bank in lieu of receiving overtime pay. Each employee exercising this option may, but only in the 6th, 12th, 18th and 24th pay period of each year, designate or redesignate a maximum number of hours (not to exceed 96 such hours) to be included in his/her compensatory time bank. Compensatory time not applied to reduce negative compensatory time balances shall accrue at the rate of one and one-half (1-1/2) hours for each one hour of overtime worked. No compensatory time shall accrue after the designated maximum hourly limitation is reached, and any subsequent overtime shall be paid in cash. If by reason of a redesignation of maximum hours to be banked, the number of hours in an employee's compensatory time bank exceeds the new hourly maximum, the employee shall receive payment in cash at straight time rates for all hours in excess of the new maximum. Accumulated compensatory time may be taken off in accordance with established policies.

C. If approved by facility or division management, employees in the covered membership may be granted up to sixteen (16) hours of negative compensatory time. The repayment of negative compensatory time at straight time rates may be scheduled at the discretion of facility or division management for operation and scheduling.
reasons, such as for granting requested time off to other employees and for schedule deficiencies. The scheduling of negative compensatory time may be accomplished without regard to the equalization of the overtime roster.

XXVIII. Schedule Change Premium

In accordance with past practice, schedule change premiums shall be paid pursuant to PAI 20-3.07 ("Work Schedules - Pay Plan C (Non-Police) Employees"), dated May 23, 1972, including Change Notice No. 93, dated June 29, 1973, (Exhibit "L"), only in the event that less than fifteen (15) days notice is given. No regular days off shall be changed within the fifteen (15) day period, including those of employees in the covered membership assigned to relief positions.

XXIX. Regular Days Off

A. At the end of any calendar year in which an employee has received fewer than 104 regular days off, the number of regular days off received by such employees shall be subtracted from 104, and with respect to any resulting day or days he/she shall receive twelve (12) hours compensatory time or payment at overtime rates to the extent he/she has not already received compensatory time or overtime pay with respect to such day or days. At the end of any calendar year in which an employee has received more than 104 regular days off, such days off in excess of 104 shall be repaid by the deduction from the compensatory time bank of eight (8) hours of compensatory time for any such excess day or days, but to the extent accumulated time in the compensatory time bank is insufficient to provide for such repayment of a day-for-day basis, repayment shall be accomplished by:

1. Reducing the vacation allowance by one day for each excess day, or

2. Scheduling of any days in excess of 104 in the employee's work schedule.

B. An employee scheduled to work on his/her regular day off who reports for work will be guaranteed eight (8) hours of work. An employee scheduled to work on a regular day off which is canceled prior to actually reporting at the facility will have the option to report and work a minimum of four (4) hours or, if he/she elects, may voluntarily remain off duty.

C. Work schedules of employees in the covered membership will be reviewed and revised where appropriate on at least a quarterly basis to minimize year-end scheduling deficiencies. In the event such a deficiency occurs as a result of improper scheduling, an employee will not be required to work more than seven consecutive days, nor will the employee be required to pay back days which cannot be made up under normal staffing practices.
XXX. Holidays

A. Except as provided herein, the holiday policy and procedures as set forth in PAI 20-3.02 ("Port Authority Holidays"), dated June 7, 1971, and annexed hereto as Exhibit "M" shall apply to employees in the covered membership.

B. Notwithstanding Paragraph II, A of PAI 20-3.02, Veterans Day is observed on November 11th.

C. Martin Luther King, Jr.'s birthday, a national holiday, shall continue to be a holiday in the schedule of holidays applicable to employees in the covered membership, without loss of pay or any other benefit.

XXXI. Uniform Allowance

A. The annual uniform allowance for Toll Collectors and Senior Toll Collectors, payable in three installments, shall be 1.125% of the top base salary as shown on Exhibit "B" for said classification or $150, whichever is higher, consistent with PAI 20-4.01 ("Uniform Allowances"), dated January 14, 1974, annexed hereto as Exhibit "N".

B. Effective March 13, 1983, the annual uniform allowance for Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents shall be 0.3% of the top base salary as shown on Exhibit "B" for said classification or $75, whichever is higher, consistent with PAI 20-4.01, annexed hereto as Exhibit "N".

C. During the term of this Memorandum of Agreement, each employee in the covered membership shall be entitled to a maximum of $75 per annum for the purchase of one or more pairs of safety shoes. Employees who receive payment for the purchase of safety shoes are required to wear their shoes while performing their duties.

D. The Port Authority shall purchase and issue appropriate foul weather gear for all employees in the covered membership consistent with PAI 20-4.01, annexed hereto as Exhibit "N".

XXXII. Personal Vehicles

A. Convenient parking or appropriate transportation arrangements shall be provided for employees in the covered membership who work at the Palisades Interstate Parkway Plaza, the George Washington Bridge, and in the vicinity of the International Arrivals Building at John F. Kennedy International Airport.

B. When a Department Director or an organization unit head requests an employee in the covered membership to use his/her own vehicle on Port Authority business, damage to the vehicle resulting from such use shall be recompensed by the Port Authority for that portion of losses deemed unrecoverable.
XXXIII. Mileage Allowance and Vehicle Usage

The mileage reimbursement rate shall be the same as in effect for Service "B" employees. Procedures governing the use of employee-owned vehicles on Port Authority business are as described in PAI 15-3.05 ("Use of Rented and Employee-Owned Vehicles"), dated August 16, 1983 annexed hereto as Exhibit "O".

XXXIV. Paychecks

A. The Port Authority shall provide paychecks to employees on Friday paydays by 2:00 p.m. Employees will be paid on a retrospective basis (for their work in the prior pay period rather than for the pay period just ending). The Port Authority shall continue to issue checks on an early distribution basis and on an advance basis for vacations or days off. In the event a check is lost through no fault of the employee, a voucher check will be drawn to provide the employee with the basic bi-weekly salary. Checks will continue to be distributed to the individual employee's facility. All other current paycheck practices will remain in effect, except that in the event the paycheck is not provided to an employee by 2:00 p.m. on Friday, the employee shall receive two hours of straight-time pay if it is necessary to stand by or report to the facility in order to receive the check.

B. At Tunnels, Bridges and Terminals facilities, if paychecks are delivered to the facility on Wednesday, paychecks shall be distributed to employees in the covered membership working 4:00 p.m. to midnight on Wednesday, and to employees working midnight to 8:00 a.m. and 8:00 a.m. to 4:00 p.m. on Thursday.

C. Represented employees at JFK will continue to receive their paychecks on Thursdays in accordance with the current procedure.

XXXV. Retirement

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

B. Any shift differential, premium or other payments made to employees pursuant to this Memorandum of Agreement, shall not constitute base salary for the purposes of this Memorandum of Agreement but shall be reported to the New York State Employees' Retirement System as compensation for retirement allowance computation purposes to the extent said system includes such payment for retirement allowance computation purposes.
XXXVI. Complaints

A. Any time a supervisor receives a patron complaint, the supervisor shall record the complaint in writing and give a copy of such to the affected employee(s). The employee shall be given an opportunity to rebut any allegation against him/her. If the complaint is written the employee shall be given a copy thereof in addition to a copy of the supervisor's record with the name and address of the complainant deleted from both documents.

B. After receiving a complaint letter, facility management shall confirm or reject the complaint. Unless the complaint is written or confirmed in writing by the complainant within forty-five (45) days after the incident which gave rise to it, the complaint may not be the basis for disciplinary action. If so written or confirmed, the complaint may be the basis for disciplinary action.

C. Any unsubstantiated, withdrawn or unsigned complaint letters shall be rejected and may not be used in or be the subject of a disciplinary proceeding and shall be removed from the employee's file. Any written or confirmed complaints concerning an employee which do not result in disciplinary proceedings shall be maintained in the employee's file in accordance with provisions of Paragraph G of this Section.

D. If a complaint letter is confirmed and the complainant is willing to appear at a disciplinary proceeding to testify to the event, a hearing will be scheduled in accordance with the Disciplinary Procedures. On the day of the hearing, if both the employee and the complainant are interested, an opportunity to discuss settlement will be provided prior to commencement of the hearing.

E. The Port Authority and the Union shall each have the right to one adjournment. The Union and the Port Authority must, where possible, give at least three (3) business days notice prior to the scheduled hearing of its request for an adjournment. The Union shall notify the Manager of Labor Relations of its request for an adjournment and the Manager of Labor Relations or his/her designee shall contact the Union of its request for an adjournment. The party requesting the adjournment shall bear all costs of the adjournment.

F. The Port Authority may request an adjournment if the complainant is unable to appear on the date the hearing is scheduled. If after an adjournment the complainant is still unable or unwilling to appear and testify at a disciplinary hearing, the case will be dismissed with prejudice and a copy of the complaint letter and any employee statement in rebuttal shall be expunged from the employee's file and may not be used in connection with any subsequent disciplinary proceeding.

G. If no other complaint letters concerning an employee are received within six months from the date of the last complaint letter concerning an employee, all prior complaint letters concerning an employee will be removed from the employee's file and
discarded. If a complaint letter concerning an employee is received within a six month period from the date of the last complaint letter concerning an employee, all prior complaint letters concerning an employee shall be maintained in the file until the last complaint is resolved.

XXXVII. Work Rules - Certain Class Titles

The Port Authority and the Union have negotiated work rule changes pertaining to certain class titles, including but not limited to Toll Collectors, Tunnel and Bridge Agents, and Aviation Operations. Such work rules have been annexed hereto as Exhibit "Q" and form a part of this Memorandum of Agreement.

XXXVIII. Safety and Health Standards

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

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

C. The Union shall designate one employee in the covered membership at each facility to serve as a Safety Representative in the discussion of safety matters affecting employees in the covered membership. The Union Safety Representative shall have the right to participate, without loss of pay and/or benefits in all Safety Coordinator meetings at the facility, if the agenda deals with safety matters affecting employees in the covered membership.

XXXIX. Welfare Fund

The Union may have a representative serve as a member of the Port Authority Welfare Fund Committee.

XL. Labor Management Meetings

The Port Authority encourages its management and the representatives of the Union to meet periodically to discuss and resolve operational and procedural problems which may arise out of interpretation of this Memorandum of Agreement and/or existing Port Authority policy and procedure statements.
XLII. Agreement Booklets

The Port Authority, at its sole expense, shall furnish the Union with eighteen hundred (1800) copies of this Memorandum of Agreement within sixty (60) days after the execution of this Memorandum of Agreement.

XLII. Agreement Administration

The Port Authority agrees to make available to the Union all relevant data the Union may require to negotiate collectively and to properly administer this Memorandum of Agreement.

XLIII. Representation Fee

A. Representation Fee

During the term of this Memorandum of Agreement, all employees in the covered membership who have not presented a signed dues checkoff authorization form or who have revoked such authorization in accordance with Section IV of this Memorandum of Agreement (hereinafter for purposes of this Section called "non-members") shall have deducted from their wages or salary and forwarded to the Union a representation fee in a manner and in an amount as provided below.

B. Representation Fee Amount

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

C. Representation Fee Deductions

1. The representation fee shall be deducted from non-members' wages or salary in equal bi-weekly installments. The amount of representation fees so deducted shall be transmitted monthly to the designated Union representative along with the membership dues and assessments deducted pursuant to Section IV of this Memorandum of Agreement.

2. Representation fee deductions from the wages or salary of any non-member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the non-member's placement in or re-entry into a position classification covered by this Memorandum of Agreement.
3. If, during the term of this Memorandum of Agreement, after July 27, 1997 the non-member files a signed dues checkoff authorization form in accordance with Section IV of this Memorandum of Agreement, the Port Authority shall cease deducting the representation fee and commence deducting membership dues and assessments on or after but in no case sooner than two standard pay periods following the filing of such signed dues checkoff authorization form.

XLIV. Longevity

A. Longevity shall be based upon the base salary of the employees. Commencing on July 27, 1997, longevity shall be:

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<td>After completion of 25 years of service:</td>
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B. Longevity allowances will be paid to employees at one of the rates specified above, effective in the bi-weekly pay period in which the individual employee completes the specified number of years of service.

XLV. Miscellaneous

A. Information Agents shall replace all Lobby Information Agents as positions become available.

B. The agreement setting forth the Port Authority Bus Terminal Lobby Desk Staffing Procedure, revised August, 1982, annexed hereto as Exhibit "R" shall remain operative during the term of this Memorandum of Agreement.

C. When temporary employees are hired for additional work requirements or as back-up, they shall only perform duties in connection with the job specification for the title in which they were hired.

D. The Office of Medical Services shall not schedule medical examinations of employees in the covered membership on their regular days off. Employees shall not be disciplined for failure to appear for such examination so scheduled.
E. Relatives may work at the same facility so long as they do not have a supervisory/subordinate relationship.

F. The provisions of PAI 20-4.04 "Education Refund Plan", dated July 31, 1975, annexed hereto as Exhibit "S", shall apply to employees in the covered membership.

G. The provisions of PAI 40-1.01 "Issuance and Use of Port Authority Passes", revised December 20, 1973, annexed hereto as Exhibit "T", shall apply to employees in the covered membership.

H. During the term of this Memorandum of Agreement, Toll Collectors will be granted five (5) minutes of deposit time in addition to the ten (10) minutes already granted at the end of their tour.

I. Each overtime distribution policy currently in effect for employees in the covered membership will provide for a ten (10) minute grace period which begins when the facility telephones the employee at the number listed in the employee's facility file to offer an overtime opportunity. If available, a message will be left on an answering machine or a beeper or with a person answering at that telephone number. In the event the employee does not contact the facility during the ten (10) minute grace period the next eligible employee may be offered the overtime opportunity.

J. During the term of this Memorandum of Agreement, employees in the covered membership will be eligible for direct deposit of pay on the same basis as management employees.

K. During the term of this Memorandum of Agreement, employees in the covered membership will be eligible to participate in the New York State Deferred Compensation Plan (I.R.C. Section 457 plan) in effect for certain Port Authority employees.

L. In addition to training referred to in the letter dated August 14, 1984, from Anthony J. Barber to Shirley Kelly (annexed hereto as Attachment 8), formal classroom instruction or formal, technical instruction in the field (other than routine on-the-job training ("OJT) or familiarization by employees in the covered membership) will entitle the employee doing the instruction to the flat fee per day. Effective with the execution of this Memorandum of Agreement, the flat fee should be $30.00 per day.

M. Effective with the execution of this Memorandum of Agreement, Bus Terminal Agents, Tunnel & Bridge Agents and Senior Tunnel & Bridge Agents will receive a flat payment of $30.00 for conducting non-routine OJT assignments. (This does not include facility familiarization). Procedures will be developed with respect to selecting volunteers for OJT assignments along the lines already in place in the current Attachment 8.
N. The Port Authority will provide the President of the Union with promotion announcements for positions represented by the Union.

O. Effective June 30, 1992, meal allowances paid for overtime work will be discontinued.

P. Any employee in the covered membership who works on the night that the clocks are changed from Daylight Savings Time to Eastern Standard Time will be paid for eight (8) hours regular pay and one (1) hour of overtime. This applies only to employees who are working a tour that is affected by the changing of the clocks and who have actually worked nine (9) hours.

XLVI. Savings Clause

If any provision of this Memorandum of Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Memorandum of Agreement.

XLVII. Term of Agreement

A. The term of this Memorandum of Agreement shall commence at 12:00 a.m. on July 27, 1997 and shall expire at 11:59 p.m. on July 27, 2002.

B. All provisions of this Memorandum of Agreement, including but not limited to wages, fringe benefits, and all other conditions of employment, unless otherwise amended, shall remain in full force and effect until a new Memorandum of Agreement is executed.

C. Negotiations between the Port Authority and the Union with respect to a Memorandum of Agreement for a term to immediately succeed the term of this Memorandum of Agreement shall commence on or before June 1, 2002.

Dated: New York, NY
April 15, 1999

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

LOCAL 1400,
TRANSPORT WORKERS UNION,
AFL/CIO

By: ____________________________
Director
Human Resources Department
(Witness) ________________________
(Witness) ________________________

By: ____________________________
President
(Witness) ________________________
(Witness) ________________________

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</table>

**Range:**

- **Annually:**
- **Weekly:**
- **Biweekly:**
- **Monthly:**
- **Quarterly:**
- **Yearly:**

**Number of Intervals:**

- **Range:**
- **Effective:**
- **From:** 10/27/97
- **To:** 10/24/98

**Additional Information:**

- **Note:** Shally Ranges for Employees Hired Before March 5, 1984.
<table>
<thead>
<tr>
<th>Range</th>
<th>Step 1 (1st Yr)</th>
<th>Step 2 (2nd Yr)</th>
<th>Step 3 (3rd Yr)</th>
<th>Step 4 (4th Yr)</th>
<th>Step 5 (5th Yr+)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/07/98</td>
<td>2/2/93</td>
<td>9/21/95</td>
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<tr>
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<td>1/1/96</td>
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<td>11/18/95</td>
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</table>

**Salary Ranges for Employees Hired Before March 5, 1984**

- **Weekly:**
  - Step 1 (1st Yr): $227.74
  - Step 2 (2nd Yr): $428.70
  - Step 3 (3rd Yr): $657.72
  - Step 4 (4th Yr): $826.62
  - Step 5 (5th Yr+): $1,062.74
- **Biweekly:**
  - Step 1 (1st Yr): $455.48
  - Step 2 (2nd Yr): $857.40
  - Step 3 (3rd Yr): $1,315.44
  - Step 4 (4th Yr): $1,655.24
  - Step 5 (5th Yr+): $2,125.64
- **Annual:**
  - Step 1 (1st Yr): $9,108.96
  - Step 2 (2nd Yr): $16,734.80
  - Step 3 (3rd Yr): $25,353.68
  - Step 4 (4th Yr): $33,972.48
  - Step 5 (5th Yr+): $42,591.28

**Effective:**

- From 1/02/98
- To 1/02/99

**Number of Steps/Intervals:**

- Weekly: 5
- Biweekly: 5
- Annual: 5
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<th>Step</th>
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<tr>
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<th>Frequency</th>
<th>Start Date</th>
<th>End Date</th>
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<td>10/22/97</td>
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<td>1/28/97</td>
<td>10/22/97</td>
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**Salary Ranges for Employees Hired Before March 3, 1994**
<table>
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<th>Step</th>
<th>Year</th>
<th>Step</th>
<th>Year</th>
<th>Step</th>
<th>Year</th>
<th>Step</th>
<th>Year</th>
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</thead>
</table>

---

**I.W.U. - STATISTICAL RANGES FOR EMPLOYEES Hired Before March 5, 1984**

- **Effective:**
  - From 10/2/72
  - To 10/2/78

---

**Number of Steps/Intervals**

<table>
<thead>
<tr>
<th>Range</th>
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<th>Biweekly</th>
</tr>
</thead>
<tbody>
<tr>
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<td>7/27/79</td>
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**Salary Ranges**

- 70°
- 63°
- 62°
- 61°
- 59°
- 57°
- 56°
- 55°
- 54°
- 53°
- 52°
- 51°
- 50°
- 49°
- 48°
- 47°
- 46°
- 45°
- 44°
- 43°
- 42°
- 41°
- 40°
- 39°
- 38°
- 37°
- 36°
- 35°
- 34°
- 33°
- 32°
- 31°
- 30°
- 29°
- 28°
- 27°
- 26°
- 25°
- 24°
- 23°
- 22°
- 21°
- 20°
- 19°
- 18°
- 17°
- 16°
- 15°
- 14°
- 13°
- 12°
- 11°
- 10°
- 9°
- 8°
- 7°
- 6°
- 5°
- 4°
- 3°
- 2°
- 1°

---

**Step Definitions**

- Step 1 (Inst Yr):
- Step 2 (2nd Yr):
- Step 3 (3rd Yr):
- Step 4 (4th Yr):
- Step 5 (5th Yr+):
<table>
<thead>
<tr>
<th>Range</th>
<th>Number Steps/Intervals</th>
<th>Annually</th>
<th>Biweekly</th>
</tr>
</thead>
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**Ranges 25, 23, 21, 20, and 19 are for a 25 hour week.**

**Ranges 37, 61, 62, and 63 are for a 36-1/4 hour week.**
<table>
<thead>
<tr>
<th>Step 5 (5th yr.)</th>
<th>$3,900.72</th>
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</thead>
<tbody>
<tr>
<td>Step 4 (4th yr.)</td>
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**Single Rate**

- From $800.00
- To $3,900.72

**Effective**

- From 4/28/84
- To 4/29/00

---

**Number Steps/Intervals**

- Annually
- Biweekly

---

The table above outlines the salary ranges for employees, showing the progression from the 1st to the 5th year with specific salary amounts for each step. The single rate range is also specified, along with the effective dates.
<table>
<thead>
<tr>
<th>Step</th>
<th>(First Yr)</th>
<th>(Second Yr)</th>
<th>(Third Yr)</th>
<th>(Fourth Yr)</th>
<th>(Fifth Yr)</th>
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**Range**

- **Annual**
- **Biweekly**
- **Weekly**
- **Monthly**
- **Quarterly**
- **Yearly**

**Number of Steps/Intervals**

- **To**
- **From**

**Effective**

- **From**
- **To**

---

**Note:** Salary Ranges for Employees Hired Before March 5, 1984.
<table>
<thead>
<tr>
<th>Step</th>
<th>5th Yr:</th>
<th>4th Yr:</th>
<th>3rd Yr:</th>
<th>2nd Yr:</th>
<th>1st Yr:</th>
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**Number of Moves**
- **Weekly**: 1
- **Biweekly**: 2
- **Monthly**: 3
- **SEM**: 4
- **Annual**: 5

**Range**
- **Low**: 7/24/02
- **High**: 7/24/01

**Effective**
- **From**: 4/29/01
- **To**: 4/28/01

---

**TWU - Salaries for Employees Hired Before March 5, 1984**
<table>
<thead>
<tr>
<th>Step 1: 1st Yr.</th>
<th>Step 2: 2nd Yr.</th>
<th>Step 3: 3rd Yr.</th>
<th>Step 4: 4th Yr.</th>
<th>Step 5: 5th Yr.</th>
<th><strong>Total</strong></th>
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<tr>
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<td>200.00</td>
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</tr>
<tr>
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<tr>
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<td>200.00</td>
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**Weekly:**

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<th>Step 2: 2nd Yr.</th>
<th>Step 3: 3rd Yr.</th>
<th>Step 4: 4th Yr.</th>
<th>Step 5: 5th Yr.</th>
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**Monthly:**

<table>
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<th>Step 2: 2nd Yr.</th>
<th>Step 3: 3rd Yr.</th>
<th>Step 4: 4th Yr.</th>
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**Annually:**

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<th>Step 3: 3rd Yr.</th>
<th>Step 4: 4th Yr.</th>
<th>Step 5: 5th Yr.</th>
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**Number of Steps/Intervals:**

- **Annually:** 12
- **Weekly:** 52
- **Monthly:** 12
- **Weekly:** 4

**Effective:** From 01/03/00 to 06/30/00

**TWU - Salary Ranges for Employees Hired Before March 5, 1984**
Step 5 (1st yr): $1,619 - $2,215.26
Step 5 (2nd yr): $2,498 - $3,398
Step 5 (3rd yr): $3,435 - $4,335
Step 5 (4th yr): $4,372 - $4,372
Step 5 (5th yr): $5,309 - $5,309
Step 5 (6th yr): $6,246 - $6,246
Step 5 (7th yr): $7,183 - $7,183
Step 5 (8th yr): $8,120 - $8,120
Step 5 (9th yr): $9,057 - $9,057
Step 5 (10th yr): $10,006 - $10,006
Step 5 (11th yr): $10,957 - $10,957
Step 5 (12th yr): $11,906 - $11,906
Step 5 (13th yr): $12,857 - $12,857
Step 5 (14th yr): $13,806 - $13,806
Step 5 (15th yr): $14,757 - $14,757
Step 5 (16th yr): $15,706 - $15,706
Step 5 (17th yr): $16,657 - $16,657
Step 5 (18th yr): $17,606 - $17,606
Step 5 (19th yr): $18,557 - $18,557
Step 5 (20th yr): $19,506 - $19,506
Step 5 (21st yr): $20,457 - $20,457
Step 5 (22nd yr): $21,406 - $21,406
Step 5 (23rd yr): $22,357 - $22,357
Step 5 (25th yr): $24,257 - $24,257
Step 5 (26th yr): $25,206 - $25,206
Step 5 (27th yr): $26,157 - $26,157
Step 5 (28th yr): $27,106 - $27,106
Step 5 (29th yr): $28,057 - $28,057
Step 5 (30th yr): $29,006 - $29,006

**Annually**

**Number of Steps/Intervals**

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<th>Range</th>
<th>Number of Steps/Intervals</th>
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**Effective From:**

- 7/27/70
- 4/29/01

**Effective To:**

- 4/28/80
- 4/30/00

TWO - Salary Ranges for Employees hired after March 5, 1984
<table>
<thead>
<tr>
<th>Range</th>
<th>Step 1 (1st YR)</th>
<th>Step 2 (2nd YR)</th>
<th>Step 3 (3rd YR)</th>
<th>Step 4 (4th YR)</th>
<th>Step 5 (5th YR+)</th>
<th>Step 6 (6th YR+)</th>
<th>Step 7 (7th YR+)</th>
</tr>
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<tbody>
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<td>7100</td>
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<td>$358.84</td>
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<td>$1,329.10</td>
<td>$1,689.30</td>
<td>$1,918.70</td>
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</tbody>
</table>

The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any check-out line incurred.

The salary steps in salary range 70 include complete compensation to Toll Collectors for any check-out line incurred.

** Ranges 37, 61, 62 and 63 are for 36 3/4 hour week.

* Ranges 32, 33, 34, 35, 37, 38 and 40 are for a 36 1/4 hour week.
<table>
<thead>
<tr>
<th>Step</th>
<th>Single Rate</th>
<th>Step 1 (1st Yr)</th>
<th>Step 2 (2nd Yr)</th>
<th>Step 3 (3rd Yr)</th>
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<th>Step 5 (5th Yr+)</th>
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</thead>
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<td>Biweekly</td>
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<td>2.00%</td>
<td>3.00%</td>
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**Effective:** From 7/22/97 to 10/24/98

**TWU - Salary Ranges for Employees Hired After March 4, 1984 and Before July 1, 1992**
<table>
<thead>
<tr>
<th>Step 1 (1st Yr)</th>
<th>Step 2 (2nd Yr)</th>
<th>Step 3 (3rd Yr)</th>
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<td>$1,812.55</td>
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<td>$1,703.23</td>
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<th>Step 3 (3rd Yr)</th>
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<table>
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<th>Step 3 (3rd Yr)</th>
<th>Step 4 (4th Yr)</th>
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<table>
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</thead>
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**Effectiveness:**

- From 1/2/99 to 1/2/98
- From 7/2/98 to 10/24/98
- From 10/25/97 to 7/2/97

**Note:** Salaries refer to a range of dates, with specific details provided for each step. The table includes annual, biweekly, and step intervals for each range.
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<td>8</td>
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**Range:**
- From 10/25/98 to 10/24/99

**Effective:**
- From 7/27/97 to 1/22/98

**T.W. - Salaries Range for Employees Ahead After March 4, 1984 and before July 1, 1992**
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<th>Step</th>
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<th>Step</th>
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</thead>
<tbody>
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**57A**

<table>
<thead>
<tr>
<th>Step</th>
<th>Pay Rate</th>
<th>Step</th>
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<tbody>
<tr>
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<td>$2,624</td>
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<tr>
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<tbody>
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<th>Step</th>
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<tbody>
<tr>
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<td>$2,038</td>
<td>3</td>
<td>$2,757</td>
</tr>
<tr>
<td>1</td>
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<td>$2,038</td>
<td>3</td>
<td>$2,757</td>
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<tr>
<th>Step</th>
<th>Pay Rate</th>
<th>Step</th>
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*TWI - Salary ranges for employees hired after March 4, 1984 and before July 1, 1992.
<table>
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<th>Step 1 (6th Yr)</th>
<th>Step 2 (4th Yr)</th>
<th>Step 3 (3rd Yr)</th>
<th>Step 4 (4th Yr)</th>
<th>Step 5 (6th Yr)</th>
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<tbody>
<tr>
<td>$1,314.15</td>
<td>$2,134.20</td>
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<td>$4,114.26</td>
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<tr>
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<td>$2,914.37</td>
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<td>$4,094.32</td>
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<tr>
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<td>$2,084.35</td>
<td>$2,904.40</td>
<td>$3,084.35</td>
<td>$4,084.35</td>
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<tr>
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<td>$2,074.38</td>
<td>$2,894.43</td>
<td>$3,074.38</td>
<td>$4,074.38</td>
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<tr>
<td>$1,244.50</td>
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<td>$3,064.41</td>
<td>$4,064.41</td>
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</tbody>
</table>

**Number of Steps/Intervals**

<table>
<thead>
<tr>
<th>Range</th>
<th>Number of Steps/Intervals</th>
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</thead>
<tbody>
<tr>
<td>10/01/98</td>
<td>60</td>
</tr>
<tr>
<td>10/22/98</td>
<td>60</td>
</tr>
<tr>
<td>10/22/98 - 12/31/98</td>
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<tr>
<td>1/01/99 - 6/30/99</td>
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<tr>
<td>7/01/99 - 12/31/99</td>
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</tbody>
</table>

**Effective Date**

- From 10/22/98
- From 1/01/99
- From 7/01/99

*Note: Salary increases for employees hired after March 1, 1994 and before July 1, 1992.*
The salary steps in salary range 7 include complete compensation to Senior Toll Collectors for any checkcourt time incurred.

*** The salary steps in salary range 70 include complete compensation to Toll Collectors for any checkcourt time incurred.

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.

Ranges 37, 61, 62 and 63 are for a 25 hour week.

<table>
<thead>
<tr>
<th>Range</th>
<th>Number Steps/Intervals</th>
<th>Annually</th>
<th>Biweekly</th>
<th>Step 1 (1st yr.)</th>
<th>Step 2 (2nd yr.)</th>
<th>Step 3 (3rd yr.)</th>
<th>Step 4 (4th yr.)</th>
<th>Step 5 (5th yr+)</th>
</tr>
</thead>
<tbody>
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<td>$138.00</td>
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<td>$1,832.00</td>
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<td>$4,580.00</td>
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<td>$1,885.76</td>
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<td>54</td>
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<td>$143.08</td>
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<td>$1,939.04</td>
<td>$2,892.08</td>
<td>$3,856.00</td>
<td>$4,816.00</td>
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<tr>
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<td>$1,224.00</td>
<td>$2,448.00</td>
<td>$3,664.00</td>
<td>$4,580.00</td>
<td>$5,512.00</td>
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<tr>
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<td>$1,560</td>
<td>$168.00</td>
<td>$1,296.00</td>
<td>$2,520.00</td>
<td>$3,744.00</td>
<td>$4,680.00</td>
<td>$5,640.00</td>
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<tr>
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<td>$53.000</td>
<td>$1,620</td>
<td>$178.00</td>
<td>$1,350.00</td>
<td>$2,670.00</td>
<td>$3,860.00</td>
<td>$4,780.00</td>
<td>$5,800.00</td>
</tr>
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</table>

Number of intervals: 7

Effective: From 10/22/97 to 10/24/98

| Step 1 (1st yr) | $1,046.22 | 404 A |
| Step 2 (2nd yr) | $1,019.67 | 394 |
| Step 3 (3rd yr) | $993.13 | 384 |
| Step 4 (4th yr) | $966.60 | 374 |
| Step 5 (5th yr+)
| $1,046.22 | 404 A |

**Single Rate**

- From 4/28/01
- To 7/22/02

**Effective**

- From 1/30/00
- To 4/28/01

**TLW - Salary Ranges For Employees Hired After March 4, 1984 and Before July 1, 1992**
<table>
<thead>
<tr>
<th>Step</th>
<th>Amount ($)</th>
<th>Rate</th>
<th>Frequency</th>
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</thead>
<tbody>
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</tr>
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<td>3</td>
<td>52,743</td>
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<td>4</td>
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<td>5</td>
<td>64,402</td>
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<td>6</td>
<td>70,231</td>
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<tr>
<td>7</td>
<td>76,061</td>
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<td>8</td>
<td>81,890</td>
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<td>9</td>
<td>87,719</td>
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<tr>
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<td>93,548</td>
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<td>99,377</td>
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<tr>
<td>12</td>
<td>105,206</td>
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<td>13</td>
<td>111,035</td>
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<tr>
<td>14</td>
<td>116,864</td>
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<td>15</td>
<td>122,693</td>
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<td>16</td>
<td>128,522</td>
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<td>17</td>
<td>134,351</td>
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<td>18</td>
<td>140,180</td>
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<td>19</td>
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<tr>
<td>20</td>
<td>151,838</td>
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**Effective:**
- From 4/28/01
- To 1/30/02

**Notes:**
- Salary increases for employees hired after March 4, 1994 and before July 1, 1994.
<table>
<thead>
<tr>
<th>Range</th>
<th>Step 1 (1st yr)</th>
<th>Step 2 (2nd yr)</th>
<th>Step 3 (3rd yr)</th>
<th>Step 4 (4th yr)</th>
<th>Step 5 (5th yr+)</th>
<th>Anually</th>
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</table>

**Effective:** From 4/30/00

**Law - Salary Ranges for Employees:** Effective March 4, 1984, and before July 1, 1992.
<table>
<thead>
<tr>
<th>Step 1 (1st Yr.)</th>
<th>Step 2 (2nd Yr.)</th>
<th>Step 3 (3rd Yr.)</th>
<th>Step 4 (4th Yr.)</th>
<th>Step 5 (5th Yr.+)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$634</td>
<td>$675</td>
<td>$717</td>
<td>$759</td>
<td>$801</td>
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<tr>
<td>$1,011</td>
<td>$1,037</td>
<td>$1,063</td>
<td>$1,090</td>
<td>$1,117</td>
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<tr>
<td>$462</td>
<td>$488</td>
<td>$514</td>
<td>$540</td>
<td>$566</td>
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<tr>
<td>$96</td>
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<td>$108</td>
<td>$114</td>
<td>$120</td>
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<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
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</table>

**Number of Steps/Intervals**

- **Annually**
- **Biweekly**

**Range**
- **Effective From:** 1/30/00
- **To:** 7/17/01

**TWU - Shiny Ranges for Employees Hired After March 4, 1994 and Before July 1, 1992**
<table>
<thead>
<tr>
<th>Range</th>
<th>Number</th>
<th><strong>Anually</strong></th>
<th>31A</th>
<th><strong>Weekly</strong></th>
<th>Step</th>
<th>$</th>
<th>Step</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step 5 (5th yr)</td>
<td>1,834</td>
<td>$47,684</td>
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<td>Step 4 (4th yr)</td>
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<tr>
<td>Step 3 (3rd yr)</td>
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<tr>
<td>Step 2 (2nd yr)</td>
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<tr>
<td>Step 1 (1st yr)</td>
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<td>$25,012</td>
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</tr>
</tbody>
</table>

The salary steps in salary range 71 include complete compensation to Senior Toll Collectors for any contract time incurred.

The salary steps in salary range 70 include compensation to Toll Collectors for any contract time incurred.

Ranges 72, 52, 53, 4, 54, 57, 58 and 60 are for a 36 1/4 hour week.

Ranges 37, 61, 62 and 63 are for a 25 hour week.

TLW - Salary Ranges For Employees Hired After March 4, 1984 and Before July 1, 1992

Effective: From 4/28/80 To 7/27/82

Effective: From 7/30/80 To 4/28/90
<table>
<thead>
<tr>
<th>Step</th>
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<th>Step</th>
<th>Rate (5th yr+)</th>
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</thead>
<tbody>
<tr>
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<td>2</td>
<td>$0.35</td>
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<td>3</td>
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</tr>
<tr>
<td>9</td>
<td>$0.35</td>
<td>10</td>
<td>$0.35</td>
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</table>

**Note:**

- Step 1: $1,110.42
- Step 2: $1,110.42
- Step 3: $1,110.42
- Step 4: $1,110.42
- Step 5: $1,110.42
- Step 6: $1,110.42
- Step 7: $1,110.42
- Step 8: $1,110.42
- Step 9: $1,110.42
- Step 10: $1,110.42

**Effective:**

- From 07/27/97
- To 10/24/98

**TWU - Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995**
<table>
<thead>
<tr>
<th>Number</th>
<th>$408</th>
<th>Step 1</th>
<th>$1,192</th>
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<tr>
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<tr>
<td>$737</td>
<td>Step 3</td>
<td>$1,706</td>
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</tr>
<tr>
<td>$883</td>
<td>Step 4</td>
<td>$1,956</td>
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<tr>
<td>$1,029</td>
<td>Step 5</td>
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</tr>
<tr>
<td>$1,175</td>
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<td>$2,456</td>
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Effective: From 10/24/98 To 7/12/99

TWO - Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1993
<table>
<thead>
<tr>
<th>Step 1 (1st YR)</th>
<th>$869.94</th>
<th>47B</th>
<th>Step 6 (6th YR+)</th>
<th>$43'266</th>
<th>1'882</th>
<th>$489.93</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 2 (2nd YR)</td>
<td>$2'685</td>
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<td>Step 5 (5th YR)</td>
<td>$45'000</td>
<td>1'731</td>
<td>$1'080</td>
</tr>
<tr>
<td>Step 3 (3rd YR)</td>
<td>$3'35'16</td>
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<td>Step 4 (4th YR)</td>
<td>$33'672</td>
<td>1'420</td>
<td>$1'792</td>
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<tr>
<td>Step 6 (6th YR+)</td>
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<td></td>
<td>$2'26'676</td>
<td>1'026</td>
<td>$1'792</td>
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<td>Step 7 (7th YR)</td>
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<td>$2'24'948</td>
<td>844</td>
<td>$95</td>
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<table>
<thead>
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<th>Step 1 (1st YR)</th>
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<tbody>
<tr>
<td>Step 2 (2nd YR)</td>
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<tr>
<td>Step 3 (3rd YR)</td>
<td>$22'962</td>
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<tr>
<td>Step 4 (4th YR)</td>
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<tr>
<td>Step 5 (5th YR)</td>
<td>$23'596</td>
</tr>
<tr>
<td>Step 6 (6th YR+)</td>
<td>$23'853</td>
</tr>
<tr>
<td>Step 7 (7th YR)</td>
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<td>Step 8 (8th YR)</td>
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<table>
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</thead>
<tbody>
<tr>
<td>Step 2 (2nd YR)</td>
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</tr>
<tr>
<td>Step 3 (3rd YR)</td>
<td>$22'562</td>
</tr>
<tr>
<td>Step 4 (4th YR)</td>
<td>$22'876</td>
</tr>
<tr>
<td>Step 5 (5th YR)</td>
<td>$23'192</td>
</tr>
<tr>
<td>Step 6 (6th YR+)</td>
<td>$23'500</td>
</tr>
<tr>
<td>Step 7 (7th YR)</td>
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</table>

<table>
<thead>
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<th>Step 1 (1st YR)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Step 2 (2nd YR)</td>
<td>$225'792</td>
</tr>
<tr>
<td>Step 3 (3rd YR)</td>
<td>$225'792</td>
</tr>
<tr>
<td>Step 4 (4th YR)</td>
<td>$225'792</td>
</tr>
<tr>
<td>Step 5 (5th YR)</td>
<td>$225'792</td>
</tr>
<tr>
<td>Step 6 (6th YR+)</td>
<td>$225'792</td>
</tr>
<tr>
<td>Step 7 (7th YR)</td>
<td>$225'792</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Step 1 (1st YR)</th>
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</thead>
<tbody>
<tr>
<td>Step 2 (2nd YR)</td>
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</tr>
<tr>
<td>Step 3 (3rd YR)</td>
<td>$225'792</td>
</tr>
<tr>
<td>Step 4 (4th YR)</td>
<td>$225'792</td>
</tr>
<tr>
<td>Step 5 (5th YR)</td>
<td>$225'792</td>
</tr>
<tr>
<td>Step 6 (6th YR+)</td>
<td>$225'792</td>
</tr>
<tr>
<td>Step 7 (7th YR)</td>
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</table>

**Effective:** From 1/10/92/98 to 10/22/98
<table>
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<th>Amount</th>
<th>Step</th>
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<th>Amount</th>
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</thead>
<tbody>
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<td>1st Yr.</td>
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<td>2nd Yr.</td>
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<td>6th Yr.</td>
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<td>4th Yr.</td>
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<td>3rd Yr.</td>
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</tr>
<tr>
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<td>1st Yr.</td>
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<td>6</td>
<td>2nd Yr.</td>
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<td>6</td>
<td>1st Yr.</td>
<td>$614</td>
<td>7</td>
<td>4th Yr.</td>
<td>$614</td>
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<tr>
<td>7</td>
<td>1st Yr.</td>
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<td>8</td>
<td>3rd Yr.</td>
<td>$612</td>
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</tbody>
</table>

**Notes:**
- Step 6 (6th Yr.)
- Step 5 (5th Yr.)
- Step 4 (4th Yr.)
- Step 3 (3rd Yr.)
- Step 2 (2nd Yr.)
- Step 1 (1st Yr.)

**Range:**
- Annually
- Biweekly
- Semi-Annually

**Effective Dates:**
- From 1/29/98 to 10/24/98
- From 1/29/98 to 10/24/98
- From 1/29/98 to 10/24/98
- From 1/29/98 to 10/24/98
- From 1/29/98 to 10/24/98
- From 1/29/98 to 10/24/98
- From 1/29/98 to 10/24/98
- From 1/29/98 to 10/24/98
- From 1/29/98 to 10/24/98

**Summary:**
- Salary ranges for employees hired after June 30, 1992 and before May 9, 1995.
<table>
<thead>
<tr>
<th>Step</th>
<th>Paycheck</th>
<th>*(Note: 'Yearly')</th>
<th>Step</th>
<th>Paycheck</th>
<th>*(Note: 'Yearly')</th>
</tr>
</thead>
<tbody>
<tr>
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<td>10</td>
<td>0'610</td>
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</tr>
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<td>2</td>
<td>16'432</td>
<td>$5'976</td>
<td>11</td>
<td>1'432</td>
<td>$19,136</td>
</tr>
<tr>
<td>3</td>
<td>0'610</td>
<td>$6'576</td>
<td>12</td>
<td>0'610</td>
<td>$736</td>
</tr>
<tr>
<td>4</td>
<td>11'720</td>
<td>$19,136</td>
<td>13</td>
<td>1'432</td>
<td>$19,136</td>
</tr>
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**Note:** Weekly intervals are for employees hired after June 30, 1992. Before May 9, 1995, salaried employees were paid biweekly. Effective from July 27, 1996.
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**Note:**
- Step 6 (6th yr.)
- Step 5 (5th yr.)
- Step 4 (4th yr.)
- Step 3 (3rd yr.)
- Step 2 (2nd yr.)
- Step 1 (1st yr.)

**Effective:**
- From 10/24/98
- From 7/27/97

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* IWU - Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995

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* The salary steps in salary range 1 include complete compensation to senior toll collectors for any checkpoint time incurred.

** The salary steps in salary range 2 include complete compensation to toll collectors for any checkpoint time incurred.

*** The salary steps in salary range 3 are for a 36 1/4 hour week.

**** Range 25$, 33$, 41$, 57$, 65$ and 69$ are for a 25 hour week.

***** Range 37$, 61$, 62$ and 63$ are for a 25 hour week.
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**Effective:** From 4/30/00 to 4/28/01

**Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1993**
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<th>To</th>
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1WU - sunny Ranges for Employees hired after June 30, 1992 and before May 9, 1995.
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**Effective:**

From 4/28/00

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**228.82**
**110.7**
**55.76**
**18.2**
**6.96**
**1.53**

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**I.W.U. Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1993**

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**Salary**

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**228.82**
**110.7**
**55.76**
**18.2**
**6.96**
**1.53**

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**I.W.U. Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1993**

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**Effective:**
From 4/29/91
To 12/31/91

*Note: The above table represents the salary ranges for employees hired after June 30, 1992 and before May 9, 1993.
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<th>Step 6 (6th YR) (+)</th>
<th>Step 5 (5th YR) (+)</th>
<th>Step 4 (4th YR) (+)</th>
<th>Step 3 (3rd YR) (+)</th>
<th>Step 2 (2nd YR) (+)</th>
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**Number of Steps/Intervals**

**Range**

**Effective:** From 4/29/00 to 10/4/2002

**TWU - Salary Ranges for Employees Hired After June 30, 1992 and Before May 9, 1995**
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<th>Step 4 (4th Yr.)</th>
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**Number of Steps/Intervals**

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**TWU - Salary Ranges for Employees Hired or Promoted Into the Bargaining Unit After May 8, 1995**
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**Effective:** From 7/27/97 to 7/24/98.
### Step 1 (1st yr.)

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### Step 3 (3rd yr.)

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<td>$145,680</td>
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### Step 4 (4th yr.)

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<tr>
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### Step 5 (5th yr.)

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### Step 6 (6th yr. +)

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TWU - Salary Ranges for Employees Effective Upon Promotions

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<th>Step 1 (1st Yr)</th>
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<tr>
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<td>$18,463.488</td>
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*Note: The salary ranges are annually adjusted based on the TWA Desk TSA Number Steps/Intervals.

**Effective:** Effective from 7/27/97 to 10/24/98

**Range:** Effective from 10/29/90 to 10/25/98

**Annually:** $1,153.968 $2,307.936 $4,615.872 $9,231.744 $18,463.488

**Biweekly:** 

**Number:** 

**Steps:** 

**Intervals:** 

**Effective:**

**Range:** 

**Annually:** 

**Biweekly:**
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<td>824</td>
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<td>824 $</td>
<td>1,239</td>
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<td>58C **</td>
<td>58C **</td>
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<td>53C **</td>
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<tr>
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<td>53C **</td>
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<tr>
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<td>43C **</td>
<td>43C **</td>
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**Range**

- **Effective From:** 10/22/98
- **Effective To:** 7/27/99

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**July - Salary Rates for Employees Hired or Promoted into the Bargaining Unit After May 8, 1995**

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<th>Step 5 (5th yr)</th>
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</table>
The salary steps in salary range 71 include complete compensation to senior toll collectors for any cheekout time incurred.  

** The salary steps in salary range 70 include complete compensation to toll collectors for any cheekout time incurred.  

** Ranges 52, 53, 54, 57, 58 and 60 are for a 36 1/4 hour week.  

* Ranges 37, 61, 62 and 63 are for a 25 hour week.  

<table>
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<th>Step 3 (3rd YR)</th>
<th>Step 4 (4th YR)</th>
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</tbody>
</table>

** 70C**  ** 70C**

### Pay Structure

<table>
<thead>
<tr>
<th>Range</th>
<th>Number</th>
<th>Biweekly</th>
<th>Annualy</th>
</tr>
</thead>
<tbody>
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<td>$1/2000</td>
<td>$10.00</td>
<td>$100.00</td>
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</tr>
<tr>
<td>$1/22598</td>
<td>$10.00</td>
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**TWU - Salary Range for Employees Hired or Promoted into the Bargaining Unit After May 8, 1995**
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/12/02</td>
<td>$369.94</td>
<td>Step 6 (6th yr +)</td>
</tr>
<tr>
<td>11/12/02</td>
<td>$300.99</td>
<td>Step 5 (5th yr)</td>
</tr>
<tr>
<td>1/12/03</td>
<td>$136.92</td>
<td>Step 4 (4th yr)</td>
</tr>
<tr>
<td>12/22/04</td>
<td>$97.87</td>
<td>Step 3 (3rd yr)</td>
</tr>
<tr>
<td>12/22/04</td>
<td>$85.89</td>
<td>Step 2 (2nd yr)</td>
</tr>
<tr>
<td>1/12/05</td>
<td>$290.56</td>
<td>Step 2 (1st yr)</td>
</tr>
<tr>
<td>12/31/06</td>
<td>$195.62</td>
<td>*Step 1 (1st yr) *</td>
</tr>
<tr>
<td>12/31/07</td>
<td>$0.00</td>
<td>Single Rate</td>
</tr>
</tbody>
</table>

**Step Intervals**

- **Annually:** 1/12/02, 11/12/02, 1/12/03, 12/22/04, 12/22/04, 1/12/05, 12/31/06, 12/31/07
- **Weekly:** 1/12/02, 11/12/02, 1/12/03, 12/22/04, 12/22/04, 1/12/05, 12/31/06, 12/31/07

**Effective Dates**

- **From:** 1/12/02
- **To:** 12/31/07

**TWU - Salary Ranges for Employees:** Effective for all employees as of May 8, 1993.
<table>
<thead>
<tr>
<th>Step 7 (1st YR)</th>
<th>43C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 6 (6th YR+)</td>
<td>$1,693</td>
</tr>
<tr>
<td>Step 5 (5th YR)</td>
<td>$1,077</td>
</tr>
<tr>
<td>Step 4 (4th YR)</td>
<td>$939</td>
</tr>
<tr>
<td>Step 3 (3rd YR)</td>
<td>$1,511</td>
</tr>
<tr>
<td>Step 2 (2nd YR)</td>
<td>$3,920</td>
</tr>
<tr>
<td>Step 1 (1st YR)</td>
<td>$2,223</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Step 7 (1st YR)</th>
<th>42C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 6 (6th YR+)</td>
<td>$1,763</td>
</tr>
<tr>
<td>Step 5 (5th YR)</td>
<td>$1,105</td>
</tr>
<tr>
<td>Step 4 (4th YR)</td>
<td>$839</td>
</tr>
<tr>
<td>Step 3 (3rd YR)</td>
<td>$2,211</td>
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<tr>
<td>Step 2 (2nd YR)</td>
<td>$1,930</td>
</tr>
<tr>
<td>Step 1 (1st YR)</td>
<td>$858</td>
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</table>

<table>
<thead>
<tr>
<th>Step 7 (1st YR)</th>
<th>41C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 6 (6th YR+)</td>
<td>$1,833</td>
</tr>
<tr>
<td>Step 5 (5th YR)</td>
<td>$1,251</td>
</tr>
<tr>
<td>Step 4 (4th YR)</td>
<td>$979</td>
</tr>
<tr>
<td>Step 3 (3rd YR)</td>
<td>$2,652</td>
</tr>
<tr>
<td>Step 2 (2nd YR)</td>
<td>$2,128</td>
</tr>
<tr>
<td>Step 1 (1st YR)</td>
<td>$982</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Step 7 (1st YR)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Step 6 (6th YR+)</td>
<td>$1,903</td>
</tr>
<tr>
<td>Step 5 (5th YR)</td>
<td>$1,321</td>
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<td>Step 4 (4th YR)</td>
<td>$1,049</td>
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<tr>
<td>Step 3 (3rd YR)</td>
<td>$2,914</td>
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<td>Step 2 (2nd YR)</td>
<td>$2,357</td>
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<tr>
<td>Step 1 (1st YR)</td>
<td>$1,134</td>
</tr>
</tbody>
</table>

**Salary Ranges for Employees Hired or Promoted into the Bargaining Unit After May 8, 1995**

<table>
<thead>
<tr>
<th>Number of Steps/Intervals</th>
<th>Range</th>
<th>Weekly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>40C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step 1 (1st yr)</td>
<td>$1,069</td>
<td>$2,779.74</td>
<td>$4,376</td>
</tr>
<tr>
<td>Step 2 (2nd yr)</td>
<td>$2,090</td>
<td>$4,508</td>
<td>$7,132</td>
</tr>
<tr>
<td>Step 3 (3rd yr)</td>
<td>$3,101</td>
<td>$6,540</td>
<td>$9,974</td>
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<tr>
<td>Step 4 (4th yr)</td>
<td>$4,112</td>
<td>$9,080</td>
<td>$13,624</td>
</tr>
<tr>
<td>Step 5 (5th yr)</td>
<td>$5,123</td>
<td>$13,640</td>
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</tr>
<tr>
<td>Step 6 (6th yr+)</td>
<td>$6,134</td>
<td>$18,280</td>
<td>$26,924</td>
</tr>
</tbody>
</table>

**Effective:**
- From 4/29/01
- To 1/30/00

**Range:**
- Annually
- Biweekly
- Weekly

**Number of Steps:**
- 44C

**Intervals:**
- Annually
- Biweekly
- Weekly

**Salary Ranges for Employees Hired or Promoted into the Bargaining Unit After May 8, 1995**
<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
<th>Frequency</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Step 1 (1st Yr)</td>
<td>Annually</td>
<td>$694.96</td>
</tr>
<tr>
<td>2</td>
<td>Step 2 (2nd Yr)</td>
<td>Annually</td>
<td>$753.95</td>
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<tr>
<td>3</td>
<td>Step 3 (3rd Yr)</td>
<td>Annually</td>
<td>$804.00</td>
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<tr>
<td>4</td>
<td>Step 4 (4th Yr)</td>
<td>Annually</td>
<td>$884.33</td>
</tr>
<tr>
<td>5</td>
<td>Step 5 (5th Yr)</td>
<td>Annually</td>
<td>$929.84</td>
</tr>
<tr>
<td>6</td>
<td>Step 6 (6th Yr)</td>
<td>Annually</td>
<td>$1,071.00</td>
</tr>
</tbody>
</table>

**Notes:**
- Effective: 4/28/1995
- Expiration: 7/27/1996
- Range: $2,125 - $2,146
- Annually:
  - Step 1 (1st Yr): $694.96
  - Step 2 (2nd Yr): $753.95
  - Step 3 (3rd Yr): $804.00
  - Step 4 (4th Yr): $884.33
  - Step 5 (5th Yr): $929.84
  - Step 6 (6th Yr): $1,071.00

**TWU - Salary Ranges for Employees Hired or Promoted into the Bargaining Unit After May 8, 1995**
<table>
<thead>
<tr>
<th>Range Number</th>
<th>Step/Intervals</th>
<th>Biweekly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>60C*</td>
<td>Effective:</td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td></td>
<td>4/29/95</td>
<td>7/17/95</td>
<td></td>
</tr>
<tr>
<td>61C*</td>
<td>Step 1 (1st yr.)</td>
<td>$1,041</td>
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</tr>
<tr>
<td></td>
<td>Step 2 (2nd yr.)</td>
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</tr>
<tr>
<td></td>
<td>Step 3 (3rd yr.)</td>
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<td>Step 4 (4th yr.)</td>
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</tr>
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<td></td>
<td>Step 5 (5th yr.)</td>
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</tr>
<tr>
<td></td>
<td>Step 6 (6th yr.+ )</td>
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</tr>
<tr>
<td>62C*</td>
<td>Effective:</td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td></td>
<td>4/30/95</td>
<td>7/17/95</td>
<td></td>
</tr>
<tr>
<td>63C*</td>
<td>Step 1 (1st yr.)</td>
<td>$1,070</td>
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<td>Step 2 (2nd yr.)</td>
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</tr>
<tr>
<td></td>
<td>Step 3 (3rd yr.)</td>
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</tr>
<tr>
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<td>Step 4 (4th yr.)</td>
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</tr>
<tr>
<td></td>
<td>Step 5 (5th yr.)</td>
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<td>Step 6 (6th yr.+ )</td>
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<td>64C*</td>
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<td></td>
<td>Step 2 (2nd yr.)</td>
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</tr>
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<td>Step 3 (3rd yr.)</td>
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<tr>
<td></td>
<td>Step 4 (4th yr.)</td>
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<td>Step 5 (5th yr.)</td>
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</tr>
<tr>
<td></td>
<td>Step 6 (6th yr.+ )</td>
<td>$1,430</td>
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</tr>
</tbody>
</table>

TWU - Salary Ranges for Employees Hired or Promoted into the Bargaining Unit After May 8, 1995

<table>
<thead>
<tr>
<th>Range Number</th>
<th>Step/Intervals</th>
<th>Biweekly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>60C**</td>
<td>Effective:</td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td></td>
<td>4/28/01</td>
<td>7/17/01</td>
<td></td>
</tr>
<tr>
<td>61C**</td>
<td>Step 1 (1st yr.)</td>
<td>$261,156</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 2 (2nd yr.)</td>
<td>$27,820</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 3 (3rd yr.)</td>
<td>$31,850</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 4 (4th yr.)</td>
<td>$35,800</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 5 (5th yr.)</td>
<td>$39,750</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 6 (6th yr.+ )</td>
<td>$43,700</td>
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</tr>
<tr>
<td>62C**</td>
<td>Step 1 (1st yr.)</td>
<td>$261,156</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 2 (2nd yr.)</td>
<td>$27,820</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 3 (3rd yr.)</td>
<td>$31,850</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 4 (4th yr.)</td>
<td>$35,800</td>
<td></td>
</tr>
<tr>
<td></td>
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<td>$39,750</td>
<td></td>
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<tr>
<td></td>
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<td>$43,700</td>
<td></td>
</tr>
<tr>
<td>63C**</td>
<td>Step 1 (1st yr.)</td>
<td>$261,156</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 2 (2nd yr.)</td>
<td>$27,820</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 3 (3rd yr.)</td>
<td>$31,850</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 4 (4th yr.)</td>
<td>$35,800</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 5 (5th yr.)</td>
<td>$39,750</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step 6 (6th yr.+ )</td>
<td>$43,700</td>
<td></td>
</tr>
</tbody>
</table>

Note: The table provides salary ranges and effective dates for the specified years, with increments and effective dates for each step.
<table>
<thead>
<tr>
<th>Step 1 (6th Yr)</th>
<th>Step 2 (2nd Yr)</th>
<th>Step 3 (3rd Yr)</th>
<th>Step 4 (4th Yr)</th>
<th>Step 5 (5th Yr)</th>
<th>Step 6 (6th Yr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$62.02</td>
<td>$142.49</td>
<td>$232.88</td>
<td>$323.22</td>
<td>$413.56</td>
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<td>$277.03</td>
<td>$366.91</td>
<td>$456.79</td>
<td>$546.67</td>
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<tr>
<td>$150.62</td>
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<td>$330.38</td>
<td>$420.26</td>
<td>$510.14</td>
<td>$600.02</td>
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<tr>
<td>$93.77</td>
<td>$183.14</td>
<td>$272.51</td>
<td>$361.89</td>
<td>$451.26</td>
<td>$540.63</td>
</tr>
<tr>
<td><strong>Range</strong></td>
<td><strong>Step 1 (6th Yr)</strong></td>
<td><strong>Step 2 (2nd Yr)</strong></td>
<td><strong>Step 3 (3rd Yr)</strong></td>
<td><strong>Step 4 (4th Yr)</strong></td>
<td><strong>Step 6 (6th Yr)</strong></td>
</tr>
<tr>
<td>$47,644</td>
<td>$1,304,72</td>
<td>$2,180,000</td>
<td>$3,055,280</td>
<td>$3,930,560</td>
<td>$4,805,840</td>
</tr>
<tr>
<td>$95,280</td>
<td>$1,680,000</td>
<td>$2,456,000</td>
<td>$3,232,000</td>
<td>$4,008,000</td>
<td>$4,784,000</td>
</tr>
<tr>
<td><strong>Range</strong></td>
<td><strong>Step 1 (6th Yr)</strong></td>
<td><strong>Step 2 (2nd Yr)</strong></td>
<td><strong>Step 3 (3rd Yr)</strong></td>
<td><strong>Step 4 (4th Yr)</strong></td>
<td><strong>Step 6 (6th Yr)</strong></td>
</tr>
<tr>
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<td>$1,304,72</td>
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<td>$3,930,560</td>
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</tr>
<tr>
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<td>$1,680,000</td>
<td>$2,456,000</td>
<td>$3,232,000</td>
<td>$4,008,000</td>
<td>$4,784,000</td>
</tr>
<tr>
<td><strong>Range</strong></td>
<td><strong>Step 1 (6th Yr)</strong></td>
<td><strong>Step 2 (2nd Yr)</strong></td>
<td><strong>Step 3 (3rd Yr)</strong></td>
<td><strong>Step 4 (4th Yr)</strong></td>
<td><strong>Step 6 (6th Yr)</strong></td>
</tr>
<tr>
<td>$47,644</td>
<td>$1,304,72</td>
<td>$2,180,000</td>
<td>$3,055,280</td>
<td>$3,930,560</td>
<td>$4,805,840</td>
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<tr>
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<td>$1,680,000</td>
<td>$2,456,000</td>
<td>$3,232,000</td>
<td>$4,008,000</td>
<td>$4,784,000</td>
</tr>
</tbody>
</table>

TWU - Salary Ranges for Employees: Effective from April 1, 1995.
TO: All Department Directors, Division Managers and Organization Unit Head
FROM: Edward C. Gallas
DATE: August 14, 1967
SUBJECT: EXCUSED TIME FOR EMPLOYEE ORGANIZATION REPRESENTATIVES
COPY TO: Employee Organization Presidents

INFORMATION BULLETIN NO. 23

The following policies shall apply with regard to time off for representatives of employee organizations, effective September 1, 1967. They have been revised to reflect the prevailing practices in government and industry, and to clarify the conditions under which time off is excused.

ACTIVITIES NORMALLY CONDUCTED DURING WORKING HOURS

1. During regularly scheduled working hours, employee representatives duly designated by employee organizations shall be allowed reasonable time away from regular duties without loss of pay:

   a. To investigate grievances and to process them at the appropriate organization level.

   b. To participate as a member of a group of employee representatives when discussing proposals with regard to salary levels and terms of employment.

2. The general standards shall be applied in the following manner and under these conditions:

   a. The Personnel Director or his designated representative, in consultation with employee groups, shall establish reasonable limits on the number of employee representatives who may be permitted to participate in each of the enumerated activities on paid working time.
b. The Personnel Director or his designated representative, in consultation with employee groups, shall establish reasonable limits on the amount of working time that may be spent on each of the enumerated activities.

c. Employee representatives must make the necessary arrangements with their supervisors before leaving their assigned place of work.

B. ACTIVITIES NORMALLY CONDUCTED OUTSIDE WORKING HOURS

1. Employee representatives should be permitted, during regularly scheduled working hours to take time off without pay, or the time shall be charged against negative compensatory time, or to their annual vacation allowance for the following types of activity in behalf of employee organizations and their members:

   a. Attendance at union meeting or conventions
   b. Organizing and recruitment
   c. Solicitation of members
   d. Distribution of organization pamphlets, circulars and other literature.

   Representatives must make the necessary arrangements with their supervisors in advance.

2. An employee elected or appointed to an organization office which requires him to devote all or most of his time to his organization duties should be placed on leave of absence without pay, subject to the provisions of PAI 20-3.06.
Any questions concerning the application of excused time for employee organization representatives should be directed to Mr. Bernard Schein, Manager, Operating Personnel Division.

Additional copies of this Bulletin may be obtained by calling the Administrative Division on Extension 7140.

Edward C. Gallas
Personnel Director
EXHIBIT D

Change Notice 92 dated 6/29/73 incorporated herein.

OPERATING INSTRUCTION

PAY PLAN C AND D (NON-POLICE)
TRANSFER PROCEDURE

(Effective August 1, 1971)

I. Introduction

This instruction outlines the Port Authority policy and procedure related to voluntary transfer requests originated by employees in Pay Plan C and employees in grades D 1 through D 5. It does not apply to employees in Tolls, Police or Automotive classes, whose transfer requests are handled by the Tunnels and Bridges and Operations Services Departments.

II. Definitions

A. TRANSFER - The voluntary movement of an employee from a permanent authorized position in one facility or department to a permanent authorized position in the same permanent title and salary in another facility or department from a Transfer Request List. However, entry level classes can transfer to other entry level classes, provided there are no test requirements for the requested title.

III. Policy

A. Permanent Pay Plan C field employees, except police, may request a transfer to a different facility if they have satisfactorily completed six months (three months for TWU classes) in their present permanent assignment. Permanent employees in a probationary status must successfully complete their twelve-month probation before they may request a transfer.

B. Employees transferred to another organization unit serve a three-month probation period. Failure to perform satisfactorily during this probation may result in return to his former permanent assignment or to a comparable one.

C. Temporary and project employees may not apply for transfer.

D. Transfer requests are honored only to permanent authorized positions in a facility and not to a particular unit within a facility.

E. No more than two transfer requests can be outstanding at one time for employees in TWU classes, and three transfer requests for employees in BTU classes.

F. Employees selected to transfer to one of the facilities requested, must complete six months (three months for TWU classes) at the new assignment before submitting another facility transfer request.

G. If an employee refuses a transfer his name is removed from that
H. Transfer requests expire three years from the date of receipt by the Operating Personnel Division. Employees who want to be considered for transfer for a specific facility after three years must submit a renewal transfer request 30 days prior to the expiration of the three years in order to retain the earlier rank in the transfer list for that facility.

IV. Procedure for Processing Transfer Requests

Exhibit A outlines the operating rules and procedures governing the handling of transfer requests.
OPERATING INSTRUCTION

WORK IN HIGHER CLASSES COMPENSATION - T.W.U. CLASSES ONLY

I. Introduction

This instruction outlines the policy on compensation paid for work performed in a job of higher classification than the one an employee permanently holds. It applies only to Port Authority employees who are in positions in one of the classes represented by the Transport Worker's Union and substitute in a job of a higher classification also represented by the T.W.U. (see list attached). It also describes the use of the Employee Record of Days Worked Out of Class, form PA 3023, Overtime and Exception Record, form PA 616 and Special Payment Request, form PA 1992.

II. Policy

A. Port Authority policy is to schedule work so that each employee works within his normal job specifications. Whenever possible, managers and supervisors should anticipate avoidable out-of-class assignments and take constructive steps, such as efficient rescheduling of activities, to eliminate the need for employees working out of class.

B. When out-of-class work is essential and properly authorized, Pay Plan C employees are compensated for work performed out of their class subject to the provisions of this OPI.

III. Eligibility

A. Permanent Pay Plan C personnel who hold positions in one of the classes represented by the T.W.U. are compensated for work performed in a job or jobs of higher classification than their permanently appointed position if they work in a higher class for 45 days or more in one calendar year (January 1 to December 31). The 45 days need not be consecutive.

B. In the event a substitution is necessary, and unless the unit supervisor otherwise determines, the senior qualified employee will be offered the substitution. The selection will be made from those employees working at the facility on the tour that is required to be covered. In the event the senior employee is not offered the substitution, his unit supervisor will inform him of the reasons thereof.

In the event a more senior person is unavailable because of vacation or regular day off, he would, subject to the above rule, be offered the assignment upon his return. In the event the wrong employee is selected, the employee who should have been selected will be credited with up to a maximum of five (5) days if he was available and working on the days he could have substituted.

C. Work performed in a higher class for less than a full tour is not considered a day's work in that class and does not count toward the 45 day minimum required for higher rate compensation.
IV. Required Forms

A. Employees who hold positions in one of the classes represented by the TWU are required to keep their own accurate record of days worked in higher classes than their permanently appointed positions. An Employee Record of Days Worked Out of Class, form PA 3023, is provided for this purpose. Exhibit A is a specimen of form PA 3023.

B. The employee's supervisor, or the designated timekeeper, using the Daily Assignment and Time Sheets, form PA 2612 or the appropriate timekeeping document as his source of information, maintains a record of all work assignments in higher classes for TWU class employees. This record is to be kept on the Overtime and Exception Time Record, form PA 616 A or F or the appropriate timekeeping document. When an employee is assigned to work in a higher class, the code 'W' is entered in the box(es) corresponding to the day(s) of such assignment. In those units where numerous entries are made on the form PA 616, an additional form PA 616 is kept to record the dates in which the employee worked out-of-class.

V. Procedure

A. At the end of the substitution period, the supervisor signs the Employee Record of Days Worked Out of Class, form PA 3023 and returns the form to the employee.

B. Between December 31 and January 15, an employee who worked in higher class(es) for 45 days or more during the past fiscal year submits form PA 3023, Employee Record of Days Worked Out of Class, to his immediate supervisor.

C. The supervisor compares the employee's form PA 3023 with the form PA 616 A or F or the appropriate timekeeping document. If the two records agree, the supervisor signs the Employee Record of Days Worked Out of Class, form PA 3023, and computes the differential payment due the employee (see paragraph VI below). If the two records do not agree, the work schedule for the day(s) in question is consulted to resolve the difference.

D. The form PA 3023 becomes part of the facility or unit records and is kept for seven years.

E. The supervisor (or the designated timekeeper) then prepares a Special Payment Request, form PA 1992 in accordance with the instruction thereon, to notify the Payroll Section to pay the earned class differential to each employee listed. Transaction Code 001 and Special Pay Code 14, Class Differential, should be checked at the top of the form PA 1992.
F. The Special Payment Request, form PA 1992 is approved for payment by the division or facility manager.

G. The Special Payment Request is sent to the Payroll Section of the Accounting Division not later than the end of the month of January. Payment is included in one of the regular paychecks of eligible employees not later than the end of February.

VI. Calculation of Compensation for Work Performed at a Higher Class

A. The pay rates used in B and C below are obtained from the Personnel Classification and Compensation Plan in effect as of December 31 of the year in which the work out of class(es) was performed.

B. Employees who are entitled to receive additional compensation for work performed at higher class(es) are paid at the pay rate of the higher class(es) in effect at the end of the fiscal year. The employee is paid at the same in-grade step of the higher class(es) as the step the employee holds in his permanent grade at the end of the year.

Example 1: A Toll Collector (range 70) who is in Step 4, substitutes as a Supervising Toll Collector (range 71). As of December 31, the Toll Collector is still in Step 4. The Class Differential paid is the difference between range 70, step 4 and range 71, step 4.

Example 2: A Toll Collector (range 70) who is in Step 4, substitutes as a Supervising Toll Collector (range 71). As of December 31, the Toll Collector has reached Step 5. The Class Differential paid is the difference between range 70, Step 4 and range 71, step 5.

C. When an employee's employment terminates and he has accumulated 45 days or more working in higher class(es), he is compensated for such days at the pay rate of the higher class(es) in effect when he leaves. The amount of payment is calculated as described in VI, B above except that the last day worked is used instead of December 31. The terminating employee must submit his Record of Days Worked Out of Class at least two weeks before leaving to allow enough time to process the necessary papers and include the class differential in his final paycheck.
VACATIONS

I. Introduction

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

II. Policies

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

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

1. Attachment 1. Operating Rules - Vacations

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


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

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

Receive Extra Days of  
Vacation as follows:

<table>
<thead>
<tr>
<th>Award</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Medal of Honor</td>
<td>3</td>
</tr>
<tr>
<td>The Howard S. Cullman Distinguished Service Medal</td>
<td>3</td>
</tr>
<tr>
<td>The Distinguished Service Medal</td>
<td>2</td>
</tr>
<tr>
<td>The Commendation Medal/Police Commendation Medal</td>
<td>1</td>
</tr>
<tr>
<td>The Meritorious Police Duty Medal</td>
<td>1*</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

II. Rules for Charging Vacation Time

   A. Vacation days taken in any year shall be charged first, against any accrued normal vacation carried over from the prior year, and second, against the current year’s normal vacation allowance. The only exception to this sequence is for the Special Vacation days (see Paragraph V, below) which may be taken at any time, subject to the controls, if any, of the employee’s department.
B. When a paid holiday occurs during an employee's vacation period, it will not be counted as a day of vacation (see PAI 20-3.02).

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

III. Vacation in Connection with Sick Leave

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

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

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

IV. Vacation Carryover

A. Vacation must be taken in the year in which it is earned, unless special permission for carryover of vacation allowance from the year earned to the following year is granted by the Personnel Director. Such permission must be obtained prior to the end of the year in which the vacation is earned. No employee may carry over to a succeeding year more than one full year's vacation allowance. Department heads may authorize carryover of vacations of five days or less. The only exception to this rule is for Special Vacation allowance and is described in Paragraph V, C and D, below.
B. In determining the amount of vacation which may be carried over to a succeeding year, a continuous period of vacation begun before the end of one calendar year which extends into the succeeding calendar year shall be considered to have been taken in its entirety during the calendar year in which it was begun.

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

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

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

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

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

E. These special vacation days should be recorded separately from the standard vacation day tally on the appropriate documents.
VI. Length of Service in Connection with Vacation

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

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

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

C. Time on leave of absence without pay in excess of one month is not included.

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

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

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

VII. Vacation Allowance at Separation or Leave of Absence

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

2. Vacation allowance at separation or Leave of Absence (Ordinary, Maternity, Long Term Military) will be reduced by any vacation days (and, for Police, days off in lieu of Holidays) already taken in the calendar year in which the separation or leave occurs.
3. If the employee has already taken vacation days in excess of his allowance, their value is subtracted from his last paycheck before the separation or leave. However, for non-Police employees only, if at the time of the separation or leave, vacation has been taken in excess of vacation due in accordance with a published facility or unit vacation schedule no adjustments in the final salary check will be made, provided that the employee did not initiate a change in his assigned vacation via a mutual swap or special request.

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

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

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

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

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

(In Days)

Employees Covered by Memoranda of Agreement with Employee Organizations, Including Members of the Police Force

Hired Subsequent to April 1, 1972

<table>
<thead>
<tr>
<th>Year of Hire</th>
<th>Year of 1st to 4th Anniversary</th>
<th>Year of 5th Anniversary</th>
<th>Year of 6th to 9th Anniversary</th>
<th>Year of 10th Anniversary</th>
<th>Year of 11th to 24th Anniversary</th>
<th>Year of 25th Anniversary</th>
<th>Year of 26th &amp; Later Anniversaries</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td></td>
<td></td>
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</tbody>
</table>

### Vacation Allowance

- **Pay Plan C non-police employees**
  - One day, except in those situations
  - Other than those listed below
- **Pay Plan C non-police employees**
  - One day, except in the following situations
- **Pay Plan C non-police employees**
  - One day, except in those situations

### Special Cases

- **Employees with less than 6 months service**
- **Employees returning on maternity leave**
- **Employees returning on leave of absence**

### Appointment Dates

- **Appointment Date**
- **Appointment Date**
- **Appointment Date**
- **Appointment Date**
- **Appointment Date**
- **Appointment Date**
- **Appointment Date**

### Additional Notes

- **10 Days**
- **25 Days**
- **35 Days**

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EXHIBIT G

Sick Leave Absence Plan

The following schedule shall be in force for employees in the covered membership:

<table>
<thead>
<tr>
<th>SICK DAYS ABSENCE</th>
<th>BANK</th>
<th>PAYMENT</th>
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<tbody>
<tr>
<td>0</td>
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<td>$220.00</td>
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<tr>
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<tr>
<td>11</td>
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</tbody>
</table>

A maximum of 12 sick absence days per year may be added to the employee’s sick bank, and these sick bank accruals shall be unlimited.

Any full days earned shall be in accordance with the aforesaid schedule, and shall be treated as follows:

(1) If the employee’s full day bank is less than sixty (60) all such days must be added to the bank until the balance thereof is at least sixty (60) full days;

(2) If the bank contains at least sixty (60) full days, bank days earned in any sick leave year may either be accrued in the employee’s bank, or paid for in the year earned, at the employee’s option.

(a) If paid for in the year earned, each such day shall be paid for at the rate of $10;
(b) If paid for upon normal retirement, such employee shall receive $10 per day for each full day in his/her bank in excess of the number of days frozen as of May 1, 1973, and in addition, $5 per day for all other full days in his/her bank, provided that the total payment hereunder shall not exceed $450.

Upon request of the President of the Union or his/her designated representative, the Manager of a facility or unit head, as appropriate, shall make available for inspection attendance records of employees in the covered membership.

The Director of Human Resources may extend sick leave benefits beyond the limits stated above but only after all the employee's sick leave benefits have been exhausted. In evaluating whether to extend such benefits, the Director of Human Resources shall consider the entire record of the employee including his/her performance and attendance.

Days lost as a result of a documented injury on duty shall result in both a diminution of the employee's bank and count as sick absence days except the first occurrence, and only the first occurrence, of days or days lost as a direct result of such injury on duty.

An employee who fails to report to work on work days immediately adjacent to or on Port Authority holidays must provide his/her supervisor with a Doctor's note immediately upon his/her return to work in order to be compensated for such absence.

Representatives of the Port Authority and the Union shall cooperate to control any abuses of the foregoing plan.

3rd Party Medical Opinions

In cases of injury on duty where there is a disagreement between the Port Authority Office of Medical Services (OMS) and a Union employee's treating physician concerning whether a) the Union employee is medically fit to return to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return either to full duty or under a medical restriction, the OMS shall provide to the Union employee a list of at least three physicians from among whom the Union employee shall, within 48 hours of receipt of the list, notify OMS of his/her selected choice and promptly make an appointment for the purpose of obtaining a medical opinion on this issue. If the Union employee requests an additional list of at least three physicians, then the OMS shall provide an additional list to the Union employee, provided that the Union employee makes such request in writing to the OMS within three working days of the Union employee's receipt of the first list. The opinion of that physician as to whether a) the Union employee is medically fit to return to full duty, or b) is medically fit to return to duty under a medical restriction, or c) is not medically fit to return either to full duty or under a medical restriction shall be final and binding on the Port Authority, the Union employee and the Union and not subject to the Grievance Arbitration Procedure of the Memorandum of Agreement.
Medical Restrictions and Conditional Returns

The administration of "conditional return" and medical restriction shall be applied both reasonably and fairly. The parties recognize that the goal of all involved is to return employees to work as soon as practicable. Accordingly, a return to work on a "conditional basis" or medical restriction shall be utilized as needed and in an evenhanded manner. However, those individuals who are returned to work on a "conditional basis" or medical restriction shall not impact upon an individual who is at a higher level and must perform the work he/she would normally perform within the job specification (and within the limitations set by OMS) while at the same time not affecting another employee in that job classification who is not on a restriction.
MILITARY LEAVE

EXHIBIT H

I. Introduction

This instruction outlines the policy and procedure for granting Short-Term and Extended Military Leave to Port Authority employees.

II. Policy

A. Only permanent employees including those in a probationary status, are granted short term and extended military leave. Project employees are granted short term military leave only.

B. This PAI should be interpreted in order to assure that in each case the reemployment protection provided to Port Authority employees is no less than the protection provided to private and federal employees under the Universal Military Training and Service Act. Within this general limitation, the Personnel Director may modify applications of the provisions of this PAI in special cases where this will serve the best interests of the employee and the Port Authority. Where an employee has been recalled to active duty as a disciplinary measure (for example, because of failure to attend drills) the Personnel Director may reduce or eliminate benefits provided by this PAI.

C. Permanent employees, including those in a probationary status, on military leave are considered continuously employed and retain their original date of employment for all purposes.

III. Extended Active Duty -- Salary and Benefits

A. Permanent employees, including those in a probationary status, who are granted military leave for extended active duty receive a military leave payment as described in Attachment A to this instruction.

B. Permanent employees, including those in a probationary status, who have served two years or more in full-time active military service and who are recalled to extended full-time active military service without their consent, receive partial salary continuation during such additional involuntary service up to one year, as described in Attachment A to this instruction.
IV. Short-Term Active Duty -- Salary and Benefits

In general, it is the policy of the Port Authority to protect from loss of income any employee who is granted military leave for short-term active duty. Accordingly, partial salary continuation is paid to employees on short-term active duty as described in Paragraph IV. A of Attachment A to this instruction.

V. Procedure

Attachment A outlines the operating rules and procedures to be followed in the administration of the military leave policy.
MILITARY LEAVE OPERATING RULES AND PROCEDURES

I. Definitions

A. "Military Leave" is any authorized absence of an employee so that he may undertake active military duty with the Armed Forces of the United States, the National Guard, or the Naval Militia.

B. "Extended Active Duty" is any period of full-time active military service or training in excess of 30 consecutive calendar days.

C. "Short-Term Active Duty" is any period of full-time active military service or training of 30 calendar days or less in any calendar year.

D. An "examination" consists of a written, oral, or performance test, or of one or more such tests. "Make-up examinations" are those given to employees prevented by military leave from participating in all or part of the original test.

II. Request for Leave

Any employee who wishes to receive military leave notifies his supervisor as soon as possible of that fact and of the expected dates on which the active duty is to start and to end.

The employee sends a copy of his official orders to active duty to his unit head. The orders are then forwarded to the Personnel Department with a completed Employee Record, form PA 87, authorizing the leave of absence. If the employee wishes to use all or part of his accrued compensatory time or vacation time for military leave, this should also be noted in "Remarks." This time may be applied in whole working days but not in hours. If the entire period is taken as compensatory time or vacation time, no Payroll Notice is needed. Specific cases requiring further interpretation or determination are considered on an individual basis by the Personnel Department.

If the Personnel Department approves the request for leave, the form PA 87, Employee Record, is processed and the unit head notifies the employee of the approval.

III. Provisions for Extended Active Duty (Long-Term Military Leave)

A. Military Leave Payments

Any employee granted military leave for extended active duty of one year or more, receives a military leave payment of one day's pay for each full month of Port Authority Service, not exceeding 20 days' pay. The employee also receives cash payment for any accumulated vacation or compensatory time credited to him at the commencement of military leave.
B. Insurance and Retirement Programs

1. Health Insurance

Any employee who is a member of the P.A. group health insurance plans upon commencement of military leave is protected against any loss of benefits under these plans on return to P.A. employment. Group health insurance is suspended for the employee while on military leave, with all previous benefits being resumed upon reinstatement.

Dependents of such employees suffer no diminution of health insurance benefits while the employee is on military leave; however, dependents are expected to make use of appropriate Federal Government health care programs. The Port Authority pays any necessary subscription charges for group health insurance while employees are on military leave.

2. Life Insurance

When an employee commences military leave his membership in the Group Life Insurance Program terminates but his policy remains in effect for 31 calendar days. Upon return to Port Authority employment, he is reinstated to full membership in the Program.

3. Retirement Program

Any employee who is a member of the New York State Employees' Retirement System when he commences military leave for extended active duty will, upon reinstatement, receive the same retirement benefits he would have received had he not been on military leave.

C. Vacation Allowance

1. For the year in which a long term military leave begins, vacation allowance is as specified in PAI 20-3.01, Vacations, Attachment A, Paragraph II.

2. Upon reinstatement after military leave for extended active duty, an employee receives a vacation allowance as specified in PAI 20-3.01, Vacations, Attachment A, Paragraph II.

D. Promotion Opportunities

1. When the employee departs on Extended Military Leave, he is requested to furnish a list of all promotion eligible lists, rosters and transfer lists in which his name appears. Each of these are noted in the employee's folder by the Personnel Representative who indicates the length of time remaining on the ranked vertical eligible lists before the list's expiration.

2. Promotion Examinations During Military Leave

An employee on military leave may participate in any promotion test if he can be present for the test; that is, if he is on furlough or is stationed near New York.
3. Upon Return from Leave

a. An employee on a permanent horizontal promotion roster when he left has never been deleted from the roster and therefore is still actively on the roster.

b. An employee on a ranked vertical promotion eligible list which expires during his military leave will upon his return from military leave be placed on top of the then current promotion eligible list for the length of time he had remaining between the day he left for service and the expiration date of the original list.

c. To the extent that it is administratively possible, he will be permitted to take make-up exams for any promotional opportunities that occurred during his absence for which he would have been qualified if he were here when the examinations were given. This is usually feasible if the examination consisted only of a written and/or individual oral examination.

d. He is immediately eligible to participate in any promotion examination in process for which he is qualified.

E. Reinstatement After Extended Military Leave

At the time an employee returns from extended active duty he is given a medical examination by the Medical Department. An employee returning from military leave is restored to his former title or to a position of like seniority, status and pay as long as all of the following circumstances exist:

1. He has satisfactorily completed his period of military active duty or has been released from such service or training for medical reasons.

2. He makes application for reinstatement as soon as is reasonably practicable after discharge, release or rejection from military active duty or training, or after termination of service-connected hospitalization of not longer than one year.

   a. Any employee (1) who is rejected during the induction process, or (2) who performs active duty for less than three consecutive months, must report for work at the beginning of his next regularly scheduled working day following such rejection or duty plus whatever time, if any, is reasonably necessary to return to his place of employment.

   b. Any employee who returns from active duty under any other circumstances must apply for reinstatement within 90 calendar days after being released.

3. He is qualified to perform the duties of his former Port Authority title when making application for reinstatement. If an employee is not qualified to perform the duties of his former Port Authority title by reason of disability sustained during military service or training, or if his former position has been discontinued, he is restored to another position the duties of which he is qualified to perform. The new title should provide him seniority status and pay most nearly comparable to that which he would have if he were to occupy his former title.
4. He refrains from re-enlisting or otherwise voluntarily prolonging extended active duty when he is eligible for separation.

5. Permanent employees in a probationary status are treated as permanent employees, except that military leave time cannot be used to complete the probationary period.

IV. Provisions for Short-Term Military Leave

A. Pay

1. Rules

An employee ordered to short-term active duty is paid the difference between his federally taxable Port Authority pay and his federally taxable military pay, providing that the employee’s military pay does not exceed his Port Authority pay. Travel allowances, uniform allotments, etc., are not normally considered military income for this purpose.

No part of short-term military leave is charged to compensatory time except after the employee's right-to-receive make-up pay has been exhausted. When a paid holiday occurs during an employee's military leave no additional day off is granted.

If any part of such duty is undertaken on a voluntary basis, the employee receives make-up pay for periods of absence totalling up to, but not more than 30 calendar days in any 12 consecutive months. Weekly or monthly drills are excluded in calculating the amount of short-term active duty subject to make-up pay.

2. Procedure

Any employee who is granted military leave for short-term active duty and who upon reinstatement is entitled to make-up pay must, within 45 calendar days after returning to work, furnish the Administrative and Employee Benefits Division with his military pay voucher upon which make-up pay can be calculated. If an employee has not furnished the necessary voucher within 30 calendar days after returning to work, the Administrative and Employee Benefits Division will advise the employee by registered mail that unless he does so within the prescribed 45 calendar days, all wages paid to the employee by the Port Authority for the period of the military leave in question will be deducted. In this case, when the voucher is submitted any necessary adjustment will be made in the next pay period.

B. Insurance and Retirement Programs

All employee benefit programs, including health insurance, life insurance, and retirement plan, are continued for any employee who is granted military leave for short-term active duty. Employee contributions if any, covering the period of absence are made by regular payroll deduction.
C. Vacation Allowance

Any employee who is granted military leave for short-term active duty is not thereby deprived of any part of the vacation to which he is entitled. Any employee who wishes to use his vacation to undertake short-term active duty may request that his vacation be scheduled accordingly, and every effort is made to meet this request. However, because in such instances a full vacation salary is received, provisions in this PAI relating to make-up pay (see A, above) do not apply. If an employee chooses to receive make-up pay, he may not schedule vacation days during his military leave. He may, however, take vacation immediately before or after his military leave if his unit head approves.

D. Employee's Work Schedule

An employee returning from short-term military leave of two weeks or more is given Saturday and Sunday as RDO's during the period of his leave.

V. Part-Time Periodic Drills

Employees who are members of the organized reserves or the National Guard generally have an obligation to participate in weekly or monthly drills of short duration (constituting typically either 2 to 4 hours per week or one weekend per month). Whenever possible, working hours for such employees are scheduled to eliminate or minimize the occasions when it is necessary for them to be absent from work during scheduled working hours; however, the schedule of working hours should avoid giving such employees favored treatment over the other employees in the same position classification and otherwise similarly situated. Employees should, whenever possible, avoid reserve assignments which require them to be absent during scheduled working hours.

Whenever there is a conflict between periodic military drills and scheduled Port Authority working hours it is expected that the employee involved will arrange to exchange tours of Port Authority duty on a voluntary basis with another employee in the same position classification. If, however, an employee who is required to attend weekly or monthly drills on an involuntary basis as part of his military obligation is unable to make this arrangement, the manager of the organizational unit involved makes the necessary reassignments of tours of duty. An employee who has undertaken or extended his membership in the organized reserves or National Guard on a voluntary basis is expected to make his own arrangements for exchanging tours of duty where this is necessary to attend such drills.

VI. Recalled Employees

A. Partial Salary Continuation

1. Rules

Any employee who is recalled to active duty without his consent, receives partial salary continuation up to one year. At the end of one year, the employee is covered under the non-salary provisions which apply to long-term leave.
The Port Authority pays to such an employee a percentage as specified below, of the difference between his federally taxable Port Authority pay at the time he re-enters service and his federally taxable military pay for such period, as follows:

a. Any employee who has more than one dependent receives 100% of such difference.

b. Any employee who has one dependent receives 75% of such difference.

c. Any employee who has no dependents receives 50% of such difference.

Partial salary continuation checks are mailed bi-weekly on regular pay days by the Comptroller's Department to the employee or to anyone he designates in writing.

2. Procedure

An employee who is granted military leave for extended active duty and who is entitled to partial salary continuation under the provisions of Par. VI, A furnishes the Administrative and Employee Benefits Division promptly with acceptable information regarding military pay, number of dependents, and name and address of the dependent who is to receive partial salary continuation. Changes in military pay which occur while such employee is eligible to receive partial salary continuation must also be reported promptly to the Administrative and Employee Benefits Division. The Administrative and Employee Benefits Division notifies the Comptroller's Department of the make-up pay, military leave payment, or partial salary continuation arrangements which must be made.

B. Insurance, Retirement, Vacation and Promotion Programs

Recalled employees are treated as short-term leave employees for the first 30 days' duty, and as employees on long-term leave thereafter.
I. Introduction

This instruction describes the Port Authority's policy regarding excused absences for permanent, probationary and annual employees.

II. Definition

Excused absences are any authorized absences from scheduled hours of work for which no deduction is made from the employee's compensation, and which are not attributable to vacations, holidays, sick leave, military leave, or compensatory time credited or to be earned.

III. Policy

A. All Service C Employees

Port Authority management grants time off with pay to Service C employees and identifies the absence as excused time under the following circumstances only:

1. Time necessary for involuntary participation in governmental proceedings such as jury duty, draft board examinations, Workmen's Compensation Board hearings, or appearing in court as a subpoenaed witness.

2. Time necessary for voting. Any eligible employee who desires to vote in a general election, primary election, special election or local election in the community where he resides, and who is required to work on the day of such election and whose hours of work are such that it will be difficult or impossible for him to vote, shall be granted two hours of excused time off to vote. Such time off shall be allowed only at the beginning or end of the employee's tour of duty as designated by his supervisor. However, any employee who has four or more consecutive hours before or after his working hours during which polls are open will be considered to have sufficient time to vote outside of his working hours and will not, therefore, be granted excused time.
3. Time necessary because of a death in the employee's immediate family (spouse, child, parent, brother, sister, spouse's parent, other person living in the employee's home). When more than three scheduled work days are needed, the additional time must be approved by the employee's department director. Absences in excess of five work days for any one instance require written approval by the Personnel Director, copy to the Manager, Accounting Division.

4. Time for donating to the Port Authority Blood Bank. Any employee who donates blood to the Port Authority Blood Bank during his normal work schedule is granted the rest of that working day off as excused time. Any employee who donates blood outside his normal work schedule is granted three hours of excused time, to be taken at a time mutually convenient to the employee and his supervisor.

5. One day, in connection with wedding of the employee.

6. One day, in connection with time when employee's wife gives birth.

7. One day, when employee who is head of household moves his family from one permanent residence to another.

8. Illness of spouse when pre-school or disabled child needs care, or illness of minor (pre-high school) child when employee is the only adult in the household responsible for the minor child's care (limited to a total of two paid days off per calendar year).

9. Time necessary when extreme weather or other conditions, found to be beyond the control of the employee, affects transportation to the work location resulting in a delay or absence from work, when approved by the employee's department director or deputy director. This authority may not be delegated further.

10. When early termination of normal tour is required, in order to comply with posted snow schedule assignment or to provide eight hours between termination of work and start of new work resulting from a change in schedule, excused time up to four hours is granted when authorized by the department director.

11. When early termination of work day for non-field employees is announced by the Personnel Director.
12. When overtime work in excess of five and one-half hours is performed by an employee who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four consecutive hours off before the employee starts his next normal tour. For example, if the employee works from midnight until 6 A.M. and is scheduled to work the 8 A.M. to 4 P.M. tour, he receives two hours of excused time and starts his tour at 10 A.M.

13. Special individual situations as recommended by the department director and approved by the Personnel Director.

B. All Service B (including EXB) Employees

All Service B (including EXB) employees may receive excused time off with pay at the discretion of division or facility managers, when operating conditions permit. Such absences, when granted, should be limited to the time off reasonably required by the situation giving rise to the absence. Absences in excess of five work days for any one instance require written approval by the Personnel Director, copy to the Manager, Accounting Division.

C. All provisions of this instruction affecting police employees are administered by the Superintendent of Police through his staff or facility commanding officers (see PAI 10-11.05).

D. Service C, Clerical and Office classifications will be granted 1/2 day excused time, to be taken in combination with either the Good Friday half-holiday or the Christmas Eve half-holiday.
I. Introduction

This instruction describes the policies and procedures governing ordinary and compassionate leaves of absence. Not covered by this PAI are other authorized periods of time away from work such as Military Leave (PAI 20-3.10), Sick Leave (PAI 20-3.03), Maternity Leave (PAI 20-3.12) and Excused Absences (PAI 20-3.05).

II. Types of Leave of Absence

A. Long Term Ordinary Leave: An authorized period of time away from work, without pay, for more than 14 consecutive calendar days, and for up to one year, granted only when such leave is clearly desirable in light of the employee's need and the best interests of the Port Authority. Permanent employees who have completed their probationary period and have maintained a satisfactory job performance record are eligible for long term ordinary leave. Long term ordinary leave may be granted to probationary employees only in the most exceptional circumstances. Long term leaves of absence must be recommended by the employee's Department Director and approved by the Personnel Director.

Employees returning from long term leave of absence may be reinstated to their former position classification or to another classification of similar pay and status. Such reinstatement, however, is not guaranteed and is subject to job availability. Employees who do not request reinstatement prior to the expiration date of their leave will be considered as having voluntarily resigned as of that date.

B. Short Term Ordinary Leave: An authorized period of time away from work, without pay, up to and including 14 consecutive calendar days. Department Directors or their designees may, at their discretion, grant an unpaid leave of absence, not exceeding 14 consecutive calendar days, to permanent employees including those serving their probationary period.

C. Compassionate Leave: A period of time away from work, without pay, granted to employees in TWU classes only, for a total of three days (which need not be consecutive) in a calendar year, when an employee must attend the funeral of a relative or the serious
illness of a member of the employee's immediate family (spouse, child, parent, brother, sister, spouse's parent, other person living in the employee's home). When such time off is not covered by PAI 20-3.05, Excused Absence, compassionate leave will be granted by a unit head on request of the employee and is applicable to permanent employees, including those serving their probationary period.

III. Operating Rules and Procedures

Exhibit A, attached, contains the detailed operating rules and procedures relating to administration of leaves of absence.
LEAVE OF ABSENCE

OPERATING RULES AND PROCEDURES

1. Initiation of Long Term Ordinary Leave

The employee submits a written request for long term ordinary leave of absence to his or her unit supervisor. The request should be addressed to the employee's Department Director and should include the estimated period of time desired, approximate starting and ending dates, and the reason(s) why the leave is necessary. If approval is recommended, the Department Director prepares the Employee Record, Form PA 87, and a memorandum addressed to the Personnel Director explaining why the leave is in the best interests of the Port Authority and describing the employee's work performance and attendance record. In cases where the Department Director recommends disapproval, the reason for disapproval should be stated along with this recommendation.

2. Initiation of Short Term Leave of Absence

The employee submits a written request for short term leave of absence to his or her unit supervisor. The request, which should be addressed to the employee's Department Director, should include a statement as to the reason for the leave, the desired number of days and the starting and ending dates. The employee's Department Director approves or disapproves the request and returns it to the employee. A copy of the approved request must also be forwarded to the Personnel Director.

3. Request for Extension of Short and Long Term Ordinary Leave of Absence

Requests for extensions of both short and long term leaves of absence, regardless of the duration of the requested extension, must be made in writing and include the reason for the request. Such requests should be sent to the Personnel Director as early as possible prior to the expiration date of the leave. The Personnel Department then consults with the employee's Department Director concerning the request and notifies the employee whether or not the extension is granted.
4. **Return from Long Term Ordinary Leave of Absence**

An employee on long term ordinary leave of absence must make written application for reinstatement to the Personnel Director, prior to the expiration date of the leave. Such reinstatement, however, is not guaranteed and is subject to job availability. Employees who do not request reinstatement prior to the expiration date of their leave will be considered as having voluntarily resigned as of that date. The Personnel Department will prepare the terminating Payroll Notice, form PA 87, and will notify the employee's former unit head accordingly.

a. An employee returning from a long term ordinary leave of absence of 15 days or more does not receive P.A. service credit for the period of absence. These employees will receive a reconstructed P.A. service date, seniority in title date, seniority in grade date, and ingrade increase date.

b. Upon reinstatement, the salary of employees returning from long term leave will be individually determined, but in no case will exceed the maximum of the position assumed.

c. A medical examination may be required for any employee returning from a long term leave of absence.

5. **Personnel Department and Payroll Section Notification**

a. An Employee Record, form PA 87, is prepared by the employee's department to initiate long term leaves of absence only. The memorandum requesting such leave is attached to the form PA 87, and forwarded to the Administrative and Employee Benefits Division of the Personnel Department.

b. An Appointment Payroll Notice, form PA 1899, is prepared by the Personnel Department to return an employee from a long term leave.

c. Short term and compassionate leaves of absence are shown on the bi-weekly Department Payroll Information Report, form PA 688, which is the Accounting Division's source of information for deduction purposes. (See PAI 30-5.03, Payroll Checks.)
6. Sick Leave in Connection with Leave of Absence

Except in unusual cases, employees beginning an ordinary leave of absence will not be paid for sick absences occurring during the pay period in which the leave of absence is to be effective.

7. Vacation Allowances

Employees beginning or returning from long term leaves of absence receive vacation allowances in accordance with the appropriate schedules of PAI 20-3.01, Vacations.

8. Health and Life Insurance Coverage

a. An employee granted a long term leave of absence may continue coverage under the Port Authority's Group Health and Life Insurance Programs for a period of three months beyond the effective date of the leave by paying for such coverage at the contribution rates then in effect. At the end of this three month period, Group Health and Life Insurance coverages will terminate pursuant to insurance policy provisions and employees will have the option of converting to any direct payment plans available from the insurance companies on an individual basis. Such conversion must take place during the period set by the insurance policies. Necessary conversion forms may be obtained from the Administrative and Employee Benefits Division. Questions regarding individual situations should also be directed to that division.

b. Port Authority Group Health and Life Insurance coverage remains in effect for an employee on a short term leave of absence.
MATERNITY LEAVE

EXHIBIT K

I. Introduction

This instruction outlines the policies and procedures to be followed when a maternity leave is granted to an employee.

II. Definition

Maternity leave is a requested and approved period of time away from work for the purpose of giving birth and to care for an infant in the period immediately following the birth. Maternity leave consists of two phases: the initial phase which is considered and administratively handled as sick leave, and a second phase, which is a leave without pay for the purpose of infant care.

In all cases, maternity leave begins when the employee is unable to continue working due to medical disability related to pregnancy and childbirth, and ends three months following the birth of the child. However, the duration of each phase of a maternity leave will vary based on individual circumstances.

III. Policies

A. Permanent and probationary employees are eligible for a maternity leave of absence.

B. Maternity leave may be granted when an employee demonstrates to the satisfaction of the Medical Director that she should discontinue working because of medical disability related to pregnancy and childbirth.

C. During the initial (sick leave) phase of a maternity leave, for the number of days the employee is unable to work because of medical disability related to pregnancy and/or childbirth, an employee is considered to be on sick leave and her absence is treated in all respects like any other medically caused absence. For these days, she receives either sick leave allowance as specified in PAI 20-3.03, Sick Leave, or for a period not to exceed the number of compensable days remaining in her individual sick leave bank, in accordance with OPI 20-3x.03, Sick Leave Bank Plan, whichever is applicable.
D. The second (infant care) phase of maternity leave begins when the Medical Director considers the employee capable of resuming her normal work duties, but she chooses to remain on maternity leave for infant care 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.
Maternity Leave
Operating Rules and Procedures

I. Initiation of Maternity Leave

A. The pregnant employee prepares a memorandum (see Attachment B for example) to the Personnel Director requesting a maternity leave when her physician has stated an approximate date at which her medical condition will preclude continuation of her normal work duties. This request should be submitted to her supervisor no later than one month before the anticipated birth date and a copy should be sent to the Administrative and Employee Benefits Division. It should include the anticipated birth date and, if different, the date of the onset of medical disability, and the following signature lines:

1. A line for the signature of the employee's supervisor, by which the supervisor indicates awareness of the leave request.

2. A line for the Medical Director's signature, by which the Medical Director indicates that he/she considers the date for the onset of anticipated or actual medical disability reasonable.

3. A line for the Personnel Director's signature, by which he/she approves the leave.

The same approval process applies for any change of the anticipated date of the onset of medical disability.

B. When the employee's supervisor has signed this memorandum, it should be returned to the employee, who attaches a note from her personal physician and forwards it to the Medical Director. The physician's note should state the anticipated birth date of the child and, if different, the date of the onset of disability and the medical reasons for it.

C. When the Medical Director has determined that an estimated or actual date of the onset of medical disability is reasonable, he/she signs the memorandum (see A.2., above) and forwards it to the Personnel Director, retaining the physician's note. It should be noted that, depending on the employee's particular medical circumstance, the actual onset of disability may differ from the estimated date.
D. When the Personnel Director has approved the leave, copies of the approved memorandum are sent to the employee and her supervisor.

E. When the employee's supervisor has received the approved memorandum, he/she should prepare the Employee Record, form PA 87 which will implement the maternity leave, leaving blank the effective date, and forward it to the Administrative and Employee Benefits Division.

II. Notification Procedures

A. The employee's department is responsible for notifying the Medical Director when the actual sick leave phase of maternity leave begins by completing form PA 3109, Extended Sick, Hospitalization and Injury on Duty Report and forwarding it to the Medical Department.

B. The employee is responsible for notifying the Personnel Director as soon as possible but within no more than ten days, in writing, of the child's birth date or other termination of the pregnancy. The Personnel Director then notifies the Medical Director and the employee's department.

C. The Medical Director evaluates the employee's health status and determines when she is capable of returning to work. When the Medical Director has made this determination he/she so informs the employee, the employee's department, and the Personnel Department.

III. Time Reporting

During the initial (sick leave) phase of the employee's maternity leave, the department should complete the appropriate timekeeping document for the employee, indicating that the employee is on full, half, or no-pay status, in accordance with her sick leave allowance (PAI 20-3.03 or OPI 20-3x.03). Form PA 3109, Extended Sick, Hospitalization and Injury on Duty Report must also be completed in accordance with normal procedures in order to inform the Medical Director that the sick leave phase has begun.

IV. Pay Check Distribution

Pay checks for an employee receiving sick pay during her maternity leave may be forwarded by the employee's department by certified mail. (See PAI 30.5.03, Paychecks).
V. Returning From Maternity Leave

A. An employee on maternity leave should request reinstatement by writing to the Personnel Director as soon as possible after giving birth. An employee who does not request reinstatement prior to the expiration of the second phase of her maternity leave and has not been granted an extension as described in VI., below, is considered to have resigned.

B. An employee who returns from a maternity leave is restored to the position she held at the time her maternity leave began. If appropriate, her position may be filled provisionally until she returns from her leave or until she has resigned.

Appointment Payroll Notice, form PA 1899, is prepared by the Personnel Department when an employee who has been on the infant care phase returns from her maternity leave.

VI. Request for Extension of Leave Beyond Three Months Following Childbirth

An employee who wishes to extend her leave beyond the three months following childbirth should apply in writing for an ordinary leave of absence to the Personnel Director as early as possible prior to the expiration of her maternity leave, specifying the reason for her request. The Personnel Director determines whether a request is to be granted and notifies both the employee and her unit head accordingly.

Requests by the employee to extend the leave beyond three months are considered and, if granted, administered under the terms of PAI 20.3.0 Leave of Absence.

VI1. 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 20.3.0l, Vacations, and its attached schedules, and those of any applicable Memorandum of Agreement.

C. Vacation pay may be taken in either of two ways:

1. Lump sum advance payment

The employee may elect to receive her vacation allowance as a lump sum payment at the start of her maternity leave. If
the employee elects to receive a lump sum payment, she is
paid for vacation time earned up to the time she begins
her maternity leave.

If any additional vacation days are earned during the initial
(sick leave) phase of the leave, an employee may subse-
quently 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.
Elected this option does not extend the maternity leave
beyond three months following the birth of the child.

D. Except as discussed herein, the provisions of PAI 20-3.01,
Vacations, concerning coordination of vacations with maternity
leave, apply.
SAMPLE MEMORANDUM

To: Personnel Director
From: (employee requesting leave)
Date: (date of request)
Subject: REQUEST FOR MATERNITY LEAVE

CC: Administrative and Employee Benefits Division

In accordance with PAI 20-3.12, I request a Maternity Leave, to begin (date). My supervisor has signed below to indicate that he (or she) is aware of this request.

I have given the Medical Director my physician's note estimating the date of the onset of my medical disability.

(Signed;) Employee's name
Dept./Facility Phone number

I have seen this request for Maternity Leave.

________________________  / /  
Supervisor Date

I find the estimated/actual date of the onset of medical disability reasonable.

________________________  / /  
Medical Director Date

This request for Maternity Leave is approved.

________________________  / /  
Personnel Director Date
WORK SCHEDULES - PAY PLAN C (NON-POLICE) EMPLOYEES

I. Introduction

This instruction outlines Port Authority policy pertaining to working hours, scheduling work and related matters with respect to Pay Plan C (non-police) permanent, probationary and project employees.

II. Policy

A. Hours of Work

1. Non-Field Employees

The standard, scheduled work day for Pay Plan C non-field employees is 7-1/4 hours, except for certain occupations designated otherwise because of operating needs. The standard, scheduled work week is five consecutive days, Monday through Friday, from 8:45 A.M. to 4:45 P.M. (exclusive of 45 minutes for lunch) totaling 36-1/4 hours. However, in certain designated occupations, office and clerical employees are required to work different schedules totaling the same number of hours, depending on their assignment. In addition, in other designated occupations, e.g., cafeteria workers, the standard hours of work per day and week may be less than the above.

2. Field Employees

The standard, scheduled work day for Pay Plan C field employees is eight hours. In special circumstances (such as in connection with snow emergencies) the standard, scheduled work day may exceed eight hours. In general, the scheduled work week covers forty hours over a period of five consecutive days; however, in multi-shift operations some schedules may require more or less than forty hours in particular weeks but they will average forty hours per week over a three month period of time. Any exception to this period of time will require the approval of the Personnel Director.

B. Meal Periods (See PAI 20-3.09)

1. Non-Field Employees

For non-field employees, unpaid lunch periods of forty-five
minutes each are normally provided, during which the employees are free from undertaking any Port Authority duties.

2. Field Employees

a. For field employees, unpaid meal periods of not less than thirty minutes are provided, during which the employees are free from undertaking any Port Authority duties. Employees in field occupations who are scheduled in eight-hour rotating shifts may continue to perform duties during meal periods and such meal periods are considered as working time.

b. In classes represented by the Building Trades Union (B.T.U.) the meal period should commence and end between the third and fifth hour of their tour.

C. Responsibility for Scheduling Work

Department directors are responsible for establishing work schedules in accordance with the provisions of this instruction. They may delegate this authority to facility managers, organization unit heads, or other appropriate supervisors within their departments.

D. Work Schedule Standards

1. Each Pay Plan C employee has a normal work schedule, establishing his regular hours of work each day and week. The normal work schedule of each employee should be established (and modified from time to time, if necessary) in a manner which assures that the objectives of the employee's unit will be achieved efficiently, economically and with proper consideration for affected staff members.

2. Whenever feasible, normal work schedules shall meet the following standards with regard to consecutive work days and days off:

   a. No less than four nor more than seven consecutive work days.

   b. No less than two nor more than four consecutive days off, exclusive of holidays and vacations.

3. Tours of duty are designated as "day," "afternoon," and "midnight." The day tour may start anytime between 6 A.M. and 10 A.M., the afternoon tour may start anytime between 1:30 P.M. and 5 P.M., and the midnight
Tour may start anytime between 10 P.M. and 1 A.M. Certain categories of employees (e.g., Sky Caps) may have schedules that start between the day and afternoon tours such as 12 Noon or 1 P.M. These "off tour" starting times shall be indicated on the posted work schedule. No work schedule shall have a starting or ending time between 1:00 A.M. and 6:00 A.M.

4. The employee shall be scheduled to work the same tour of duty each day in a series of consecutive days of work, unless he is assigned to a relief position. An employee assigned to a relief position must have at least 8 hours off duty between tours; in order to achieve this, up to 4 hours of excused time may be granted upon approval of the department director. (Also see Attachment A.) Scheduled holiday work, weekend work and overtime work should be kept to a minimum, consistent with efficient operations.

5. Vacations and other time off should be scheduled sufficiently in advance so as to avoid changing posted normal work schedules.

E. Posted Normal Work Schedules

1. Every Pay Plan C (non-policing) employee shall have a posted normal work schedule, except the following:

   a. All field and non-field Pay Plan C employees on a steady daily tour schedule, Monday through Friday. In the case of field employees working this schedule, they shall be informed at least 30 days (15 days for TNR classes) in advance as to which days off they will be receiving as holidays or days off in lieu of holidays.

   b. Employees engaged in certain occupations, the ordinary requirements of which preclude long-range scheduling (such as certain SEMAC personnel, chauffeurs, field surveyors).

2. The following procedure applies to those employees who are entitled to have posted normal work schedules:

   a. On or before the first day of each calendar month, the work schedule for the month following shall be posted, e.g., the work schedule for November should be posted by October 1. For Toll Collector Pool employees, the work schedules shall be posted for seven days in advance.
b. The posted monthly work schedule shall show each employee's applicable tour and starting time for each day of work and shall designate all regular days off, holidays (or days in lieu of holidays) and vacation days scheduled for the calendar month. (For tolls personnel, the starting time of the posted tour is posted weekly, at least seven days in advance.)

c. The effect of changes in the posted work schedule, with respect to payment or non-payment of work schedule change premium compensation, is outlined in Pars. G and H, below, and in Attachment A.

d. Regular days off indicated in the work schedule may not be changed with less than 30 days' notice (15 days for TMI classes). Employees required to work on such days shall be compensated on a normal overtime basis regardless of the particular tour to which they are assigned.

3. Each employee shall inform his supervisor as far in advance as possible of any situation which may require future absences by him.

F. Snow Emergency Work Schedules

At facilities where snow emergency work schedules are used, such schedules should be developed and posted as much in advance of the anticipated snow season as practicable.

1. The snow emergency work schedule shall include names of the employees assigned and their scheduled tours and starting times, to facilitate its implementation when the snow schedule is put into effect.

2. Snow emergency schedules normally should not require more than twelve consecutive hours of work, including meal periods and other reliefs.

3. Posted snow emergency work schedules may be substituted for posted normal work schedules whenever weather conditions are such that the facility deems it to be appropriate.

4. The starting and ending of snow emergency periods should be clearly communicated to all affected employees in order that the return to the posted normal work schedule is accomplished with a minimum of difficulty.
G. Work Schedule Changes

1. Posted Work Schedules - Non-Working Days
   
a. Individual days off identified in a posted monthly work schedule may not be changed without 30 days' notice, except for TWU classes. For TWU classes only, regular days off cannot be changed without 15 days notice, including those of employees assigned to relief positions.

b. When a situation arises where the employee is required to work on a day shown as a non-working day on his posted work schedule, he will normally be paid at the premium rates.

2. Posted Work Schedules - Working Days
   
These schedules may be changed under any of the following circumstances without incurring work schedule change premium compensation:

a. When a posted snow emergency work schedule is put into effect.

b. When an employee reverts to his normal work schedule following termination of a snow emergency assignment.

c. When an employee voluntarily performs an act which requires a change in his schedule, e.g., accepting a promotion or transfer, or returning from a leave of absence or emergency leave.

d. When an employee returns from sick leave or military leave.

e. When an employee, covering the sick-absence of another employee, returns to his normal work schedule.

f. When an employee returns from attending training or orientation programs.

g. Where two or more employees voluntarily take each other's places on a posted work schedule.

h. When an employee is assigned to a relief position in a rotating schedule or assigned on a pool basis, e.g., tolls collection. (Also see Attachment A.)

H. Work Schedule Change Premiums (Working Days)

In situations other than those described in Par. G above, premiums will be paid for work schedule changes as described below:
1. Whenever a change which affects either the starting time of a tour or the tour itself is made with less than thirty days' notice (15 days for TWU classes) the employee receives the following:

   a. One schedule change premium, equal to an extra standard half-day's pay, when the change affects only one day within the 30 day period (15 day period for TWU classes); or

   b. Two schedule change premiums when the change affects more than one day within the 30 day period (15 day period for TWU classes).

2. Each time a schedule change is posted, it should be specific in showing the number of days affected, otherwise subsequent changes will require premium payments when made with less than thirty days' notice (15 days for TWU classes).

3. Work schedule change premiums do not apply to call-ins (see Par. 1, below) where the hours of additional work are contiguous to the employee's posted tour. For example, an employee who is scheduled to work from 8 A.M. to 4 P.M. is called in to start at 6 A.M. and finish at 4 P.M. will earn two hours of overtime but will not receive a schedule change premium.

4. Pay Plan C tolls personnel will not receive a work schedule change premium unless the change of starting time of a scheduled tour varies by more than ninety minutes.

5. If a Pay Plan C employee is officially scheduled to receive credited compensatory time off at a particular time (under the Compensatory Time Option Policy) and in fact is required to work during that time, he is paid a work schedule change premium equal to one-half day's standard pay and the compensatory time off must be rescheduled for another mutually agreeable time. However, if the cancellation of credited compensatory time off coincides with a work schedule change, the employee does not receive two schedule change premiums.

6. If a change of the employee's normal work schedule is cancelled with less than forty-eight hours' notice before it would be effective, he receives one work schedule change premium regardless of whether the cancellation applies to more than one tour.

7. In classes represented by the Building Trades Union (B.T.U.) an employee assigned to a posted snow emergency work schedule receives one work schedule change premium, equal to an extra standard half-day's pay, if he is reassigned from one shift to the other and actually works on that shift.
a. Similarly, if a B. T. U. employee is required to phone in during snow emergency conditions on a continuing stand-by basis, and is not required to report at the facility in connection with the snow schedule, he receives one work schedule change premium covering the entire period of each separate snow emergency. However, if the employee was granted excused time in connection with a snow emergency, the total stand-by time is reduced on an hour-for-hour basis to determine whether any premium payment applies. To the extent that the stand-by hours exceed the hours of excused time, the employee receives a special payment for the difference, computed at his regular hourly pay rate. Such payments require the preparation and processing of form PA 1992, Special Payment Request.

8. Overtime rosters covering employees in classes represented by the Building Trades Union should be available for review and should be maintained as outlined in OPI 20-3x.11. This responsibility will be charged to the unit supervisor. In the event that the proper employee is not given the opportunity to work an overtime job by management, he receives:

a. one work schedule change premium, equal to a standard half-day's pay, if the overtime work assignment would have involved his return from off-duty status; or

b. if the overtime assignment would have been contiguous to his tour, a special payment for the actual hours of the overtime work assignment, not to exceed four hours, computed at the employee's regular hourly pay rate. Such payments require the preparation and processing of form PA 1992, Special Payment Request.

9. Any payment of work schedule change premium compensation is in addition to the employee's regular salary and any overtime, shift-differentials or holiday work premiums to which he may be entitled.

I. Overtime for Call-in from Off-Duty Status

1. When an employee is called in to work outside of his normal work schedule, he receives overtime pay in accordance with the provisions of the Premium Overtime Compensation Policy. Since no work schedule change is involved in such instances, the employee does not receive a work schedule change premium. However, when overtime work in excess of five and
one-half hours is performed by an employee who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four consecutive hours off before the employee starts his next normal tour. For example, if the employee works from midnight until 6 A.M. and is scheduled to work the 8 A.M. to 4 P.M. tour, he receives two hours of excused time and starts his tour at 10 A.M.

2. If an employee in a class represented by the Building Trades Union (B.T.U.) is scheduled to work overtime (other than during snow emergencies) which is not contiguous to his tour, and the scheduled overtime work assignment is cancelled, postponed or rescheduled, the employee will:

   a. be assigned to other overtime work for a minimum of 4 hours, or

   b. have his tour changed and receive a work schedule change premium equal to a standard half-day's pay, or

   c. voluntarily remain off duty, if he so elects and his supervisor concurs.

III. Procedure

A. Authorization of Work Schedule Change Premiums

1. Form PA 2603, Daily Overtime Authorization, is used for authorizing work schedule change premium payments to the individual employees involved. The same form is also used for authorizing and recording overtime worked by the same and/or other employees in the unit, when applicable.

2. When the employee is entitled to payment of a work schedule change premium, his name is entered on form PA 2603 for the appropriate date. In addition, the following entries are made in the indicated columns:

   a. Employee Number

   b. Schedule Change (hours at 1/2 pay): 8 for a field employee; 7-1/4 for a non-field employee

   c. Reason (last column): reason for the schedule change.
3. When the employee is entitled to two work schedule change premiums covering a change affecting more than one day (see Par. II, H) the second premium payment is authorized via form PA 2603 on the date following authorization of the first premium payment.

4. Completion and distribution of forms PA 2603 are made in accordance with instructions contained on the form.

B. Time Report Entries

The unit time clerk records the proper entry of hours related to a work schedule change premium (8 for a field employee or 7-1/4 for a non-field employee) on the appropriate time reporting document.

C. Work Schedule Change Premium Payments

Work schedule change premiums earned during the bi-weekly pay period are included in the employee's paycheck covering the next following bi-weekly period.

IV. Use of Relief Man (B.T.U. Covered Classes Only)

Attachment A details the use of the Relief Man for classes covered by the Building Trades Union only.
PORT AUTHORITY HOLIDAYS

1. Introduction

This instruction establishes the holidays observed by the Port Authority and the policies and procedures applicable to them.

II. Policy

A. All permanent, probationary and project employees (other than police and employees of the Trade Development Offices) and those temporary employees compensated by means other than hourly rates of pay are entitled to the eleven full day paid holidays enumerated below, subject to the conditions set forth in the following paragraphs and in Exhibit A, attached.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Lincoln's Birthday</td>
<td>February 12</td>
</tr>
<tr>
<td>*Washington's Birthday</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Second Monday in October</td>
</tr>
<tr>
<td>Veteran's Day</td>
<td>Fourth Monday in October</td>
</tr>
<tr>
<td>Election Day</td>
<td>Tuesday after the first Monday in November</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

* New celebrated as President's Day

B. All Pay Plan B, EXB and DB, and non-field Pay Plan C and DC employees are given the Friday following Thanksgiving Day as a paid holiday in lieu of either Lincoln's Birthday or Election Day, as determined annually by the Personnel Director. In addition, these employees are entitled to paid half-holidays on Good Friday and on Christmas Eve when it falls on a Monday, Tuesday, Wednesday or Thursday (offices normally will close at Noon on any half-day holiday).

C. Holiday Substitute Days:

1. When a full-day paid holiday occurs on a Sunday, Pay Plan B, EXB and DB, and non-field Pay Plan C and DC employees are entitled to the following Monday off with pay. When a full-day paid holiday occurs on a Saturday, these employees are entitled to the preceding Friday off with pay.
2. All field employees (including Pay Plan F) are entitled to the eleven paid holidays listed in Par. A. above, but if the employee must work on the holiday or if it falls on his scheduled regular day off, a substitute paid day off in lieu of the actual holiday is arranged.

D. When a paid holiday occurs during an employee's vacation period, it is not counted as a day of vacation. When a paid holiday occurs within a period of sick leave or short term military leave, no substitute paid day off is granted.

E. Holiday Policy for Police Employees

1. In lieu of holidays on which they are required to work, members of the police force are allowed paid days off. Police Officers and Police Superior Officers are allowed 11 and 10 days respectively.

F. Holidays for Domestic and Overseas Trade Development Offices

Domestic and Overseas Trade Development Offices observe American national holidays which are traditionally observed in the community in which they are located. In addition, individual offices observe other holidays in accordance with the custom of their headquarters city, as approved by the Personnel Director.

III. Exhibit A attached contains the detailed operating rules and procedures applicable to Port Authority Holidays.
A. Compensation for Holiday Work (other than police)

1. General

The nature of Port Authority operations is such that some field employees are required to work on each holiday as part of their normal work schedules. Also, in emergencies, both field and non-field employees may be called in for holiday work outside their schedules.

a. Every effort is made to minimize the number of employees required to work on Port Authority paid holidays.

b. Insofar as it is practicable, holiday work is equally distributed among all employees in each organization unit who are both qualified and available to do the work required.

2. Non-field Pay Plan C employees

a. When a non-field Pay Plan C or DC employee is required to work on a full-day holiday which is celebrated on Monday through Friday, he receives for that day:

1) His regular salary; plus

2) premium compensation at one-half times his regular rate of pay for all authorized holiday hours worked up through 7½ hours; plus

3) premium compensation at one and one-half times his regular rate of pay for all authorized holiday hours worked beyond 7½ hours; plus

4) a full substitute day off with pay at a time mutually agreeable to the employee and his supervisor, regardless of the number of hours worked on the holiday. (The employee may elect to receive one day of additional compensation at his regular rate of pay, in lieu of receiving a substitute day off with pay.)
b. When a non-field Pay Plan C or DC employee is required to work on a full-day holiday which falls on a Saturday or Sunday, he receives for that day:

(1) Premium compensation at one and one-half times his regular rate of pay for all authorized holiday hours worked; and

(2) Monday off with pay in the case of holidays falling on Sunday and Friday off with pay in the case of holidays falling on Saturday.

c. A few non-field Pay Plan C and DC employees have position responsibilities which require normal work schedules that include Saturday or Sunday work. When a holiday falls on such a Saturday or Sunday, the employee is compensated by holiday premium pay as described in paragraph 3a, below.

d. In each of the above cases, if the holiday on which the employee works is a half-holiday, the same rules governing compensation and time off apply, but on a half-day basis.

3. Field Pay Plan C (non-police) employees

a. When a field Pay Plan C (non-police) employee is required to work on a holiday as part of his normal work schedule, he receives (unless agreements with employee representatives stipulate otherwise) for that day:

(1) His regular salary; plus

(2) premium compensation at one-half times his regular rate of pay for all holiday hours worked up through 8 hours; and

(3) premium compensation at one and one-half times his regular rate of pay for all hours worked beyond 8 hours.

(4) A substitute day off with pay.

b. When a field Pay Plan C (non-police) employee is required (i.e., called in) to work on a holiday outside of his normal work schedule, he receives for that day.
(1) His regular salary; and

(2) premium compensation at one and one-half times his regular rate of pay for all authorized holiday hours worked.

(3) No substitute day off is granted.

4. Application of Policy, Rules and Procedures for Pay Plan C (non-police) and DC Employees

a. Pay Plan C (non-police) and DC employees who are required to work on holidays are entitled to the full amount of holiday premium compensation due them in accordance with the preceding paragraphs. Holiday work premium payments are not reduced or offset by negative compensatory time.

b. When an employee is required to undertake holiday work and overtime work in the same pay period, the holiday premium is not considered in calculating his overtime rate of pay. When a single interval of working time constitutes both holiday work and overtime work, only one premium is paid.

c. If an employee's work schedule starts on one calendar day and ends on the next calendar day, and if one of these days is a holiday, all of the hours of work he undertakes during such tour of duty are deemed to have occurred on the day during which 50% or more of total hours of work occurred, for purposes of determining whether holiday premiums apply.

5. Police Employees

The 11 paid days off for Police Officers accrue at a rate of 2 3/4 days, and the 10 paid days off for Police Superior Officers at a rate of 2 1/2 days for each quarter of the calendar year (ending March 31, June 30, September 30, and December 31) during which the employee has been continuously employed. No paid days off are earned for a calendar quarter during which the employee is hired, separated, on extended military leave, or on unpaid leave of absence. However, employees on short term sick leave or short term military leave are considered continuously employed. The total years
allowance of paid days off (11 for Police Officers and 10 for Police Superior Officers) attributable to holidays, or any part of it may be given as the cash equivalent of paid days off at the sole discretion of the Superintendent of Police with the approval of the Personnel Director.
Change Notice No. 111 Incorporated

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

PAI 20-4.01
Revised January 14, 1974

UNIFORM ALLOWANCES EXHIBIT N

I. Introduction

This instruction sets forth the eligibility requirements and uniform allowances of employees.

II. Policy

It is Port Authority policy to furnish wearing apparel to its employees where the need is justified.

Certain employees are furnished an initial issue and, in addition, are granted an annual allowance for upkeep or allowed a number of cleanings or pressings at Port Authority expense. The replacement of these uniforms is provided either by annual allowance or by purchase as required, or by a combination thereof.

Generally, employees are provided uniforms by the Work Uniform Services Section, General Services Department, whose responsibility it is to maintain the uniforms and to provide clean uniforms on a predetermined basis. (See Exhibit A for specific positions and allowances.)

For certain categories of employees utilizing dress uniforms the Work Uniform Services Section furnishes an initial issue and provides for replacement as required. Except for "wash and wear" garments, maintenance of these uniforms is covered by form PA 618. Petty Cash Voucher, which is initiated by the employee and is accompanied by cleaning receipts. (See Exhibit A for specific positions and allowances.)

III. Definitions

Wearing apparel is of four categories.

A. Dress Uniforms are worn by employees to convey unmistakably to the general public the authority and/or services associated with their positions, e.g., Police, Toll Collectors, Red Caps, Sky Caps, etc.

B. Work Uniforms are worn for purposes of easy identification, uniformity of appearance of employees of position classifications which are engaged in maintenance, production, or operating activities requiring attire designed to withstand extensive exposure to wear and tear and heavy soiling, e.g., maintenance personnel, messengers, police emergency crews, cleaners.
C. Foul weather gear is worn by employees in positions 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, and Toll Collectors which are the responsibility of the Tunnels and Bridges Department.

The Inspection and Safety Division of the Comptroller's Department reviews all new uniform items considered for purchase and uniform maintenance programs for occupational safety and health considerations.

The Port Authority Design Advisory Council through the Office of the Chief Architect approves all new uniform items prior to purchase.

V. Responsibility for Proper Dress

Each employee is responsible for being dressed in a fit and presentable manner while at work. Awareness and acceptance of this responsibility is vital to good health, high morale, and favorable public reaction. The wearing apparel programs specified in this instruction are an aid in meeting these goals. Managerial and supervisory personnel are responsible for overseeing that suitable dress is worn by subordinates. Since standards are dependent upon circumstances and working conditions, conscientious judgment must be exercised daily.

VI. Work Clothes Supplied to Employees

A. Issuance by the Work Uniform Services Section

The Work Uniform Services Section furnishes

1. uniforms to employees who are required to turn in soiled uniforms and receive clean uniforms on a predetermined basis;

2. an initial issue to certain other employees who utilize dress uniforms, the maintenance of which is covered by
form PA 618, Petty Cash Voucher, initiated by the employee and accompanied by cleaning receipts; and

3. some uniform items which are delivered in bulk to facilities for distribution to employees after appropriate records are prepared.

B. Each employee is responsible for clothing issued to him while it is in his possession and must exercise reasonable care in the use of such clothing. Work uniforms may be worn only while on duty and must not be worn home without specific approval. When it is established by the organization unit head that clothing issued (1) has been lost by the employee to whom it was issued, through his own fault; or (2) has been damaged or destroyed due to failure of such employee to exercise reasonable care, the employee is required to pay the purchase cost of the article as shown in Exhibit B.

C. Issuance of Other Articles

1. Some articles of work clothing, such as winter parkas and overshoe boots, are purchased by the Port Authority and are issued to employees whose work requires their usage. Green parkas are requisitioned from the Work Uniform Services Section stockroom. Blue parkas are requisitioned on purchase orders as required. Overshoe boots are requisitioned from the Central Stockroom through the General Services Department. Parkas, overshoe boots, and other items purchased by the Port Authority may be worn only while on duty and must not be worn home without specific approval of the employee's supervisor.

2. When it is established by the organization unit head that an article of clothing purchased by the Port Authority and issued to an employee has been lost, damaged or destroyed under circumstances described in Par. VI, B, the employee is required to pay the purchase cost of the article as established by the General Services Department. The department to which the employee is assigned shall notify the Comptroller's Department by memorandum to make the appropriate deduction from the employee's paycheck. Such memorandum shall state the basis upon which the department has established the liability of the employee and show the accounting code to be charged. A copy of this memorandum shall be given to the employee.
D. Issuance of Work Uniform Articles to New or Transferred Employees

1. The Personnel Department, as part of processing a new employee or a military leave returnee, completes form PA 2351, Work Uniform Request/Service Change and sends it to the Work Uniform Services Section with the new employee. The Work Uniform Services Section issues uniform items appropriate to the employee's position.

2. Prior to his transfer, an employee's unit completes form PA 2351, Work Uniform Request/Service Change as soon as knowledge of the transaction is known and forwards it to the Work Uniform Administrator.

3. A transferred employee takes with him to his new unit all his clean work uniforms issued by the Work Uniform Services Section only if they are required at or in his new assignment, otherwise they are turned in immediately. Soiled uniforms will be picked up by the Work Uniform Services Section from the old locker, cleaned, relabeled, and delivered to the new location. In all cases, overshoes and parkas are returned to the local unit. Form PA 1904, Information on Transferred Employees, is completed by the transferring unit and forwarded to the receiving unit. It lists disposition of uniforms and other articles of clothing issued to the employee.

E. Surrender of Port Authority Equipment and Property on Termination

1. Any employee whose service is terminating is required to turn in his uniforms and equipment prior to or on his last day of work. Prior to an employee's termination, his unit completes form PA 2351, Work Uniform Request/Service Change, as soon as knowledge of the transaction is known, and forwards it to the Work Uniform Administrator.

2. Form PA 646, Surrender of Port Authority Equipment and Property is prepared by the unit supervisor and forwarded to the Work Uniform Services Administrator after the employee's supervisor ascertains by telephone that all Library material of record has been surrendered and that no monies are owing to the Port Authority Treasurer.

3. The Work Uniform Administrator ascertains if any uniform items are missing and shows the quantity and cost of such articles in the "Remarks" column prior to forwarding.

150

4 of 6
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

NORMAL ALLOWANCE

Unforms 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.

Unforms 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.

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 Replacement and Return 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**

Toll Collectors

**NORMAL ALLOWANCE**

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.

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 predetermined schedule.

**DATES OF PAYMENT**

The uniform allowance is paid by the Comptroller in two equal payments in February and June.

**PRORATED ALLOWANCES**

In calculating partial payments, the upkeep allowance is prorated at $13.75 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.

**SAFETY SHOE PROGRAM**

All maintenance and tolls personnel as well as employees in other groups with similar exposure to foot injuries are eligible to participate in the Port Authority Safety Shoe Program.

**SAFETY EYEWEAR PROGRAM**

The Port Authority provides approved safety equipment including standard safety spectacles, or standard cover goggles or face shields to all employees with exposure to eye injury. Employees who wear prescription glasses and work in high-impact eye-exposure situations are eligible for an allowance to purchase prescription safety eyewear.

*Those required to wear uniforms*
### SCHEDULE OF REPLACEMENT CHARGES FOR ITEMS ISSUED BY WORK UNIFORM SERVICES

<table>
<thead>
<tr>
<th>CAP</th>
<th>Charge to Employee</th>
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</thead>
<tbody>
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<td>Cover, Yellow B/H</td>
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<td>Green, Winter</td>
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<table>
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1. Introduction

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

II. Rented Automobiles

A. Port District

In order to meet specific transportation requirements, a department or facility may rent a passenger vehicle if no suitable Port Authority vehicles are available. Requests to rent a vehicle for use within the Port District must be submitted in writing to the Operations Standards Division, Management Services Department, which is responsible for approving all requests. If the Operations Standards Division approves the rental, the Special Services Division, General Services Department, will be responsible for making the necessary arrangements.

In an emergency, a Facility or Division Manager, or his or her superiors, may authorize the use of a rental passenger vehicle. A memorandum of explanation should be sent to the Operations Standards Division as soon after the authorization as possible.

B. Outside the Port District

Requests to rent passenger vehicles for use on official Port Authority business outside the Port District do not require the authorization of the Operations Standards Division. Such rentals are authorized by the concerned department if circumstances warrant the expense. If possible, the rental arrangements should be made through the Special Services Division, General Services Department, to take advantage of discount rates available to the Port Authority.

C. Accidents involving a vehicle rented by the Port Authority are reported as provided in PAI 55-3.01, Accident Reporting.

III. Taxis

Taxis may be used by employees on Port Authority business if circumstances warrant the expense. Reimbursement is obtained by inclusion of the expense on an Expense Account, form PA 15, Petty Cash Voucher, form PA 618, or Weekly Petty Cash Voucher, form PA 2026 (see PAI's 30-3.01 or 30-3.51, Reimbursable Expenses).
When taxis are used by employees on Port Authority business for purposes of
corruption (e.g., an employee has worked late hours and his/her normal
mode of commutation or a PA vehicle is unavailable), the Port Authority
will reimburse the employee for the additional transportation costs he/she
incurs. PAI's 30-3.01 or 30-3.51, Reimbursable Expenses, outlines the
conditions governing such reimbursement due to short term assignments,
extra duty, non-scheduled workdays, attendance at Port Authority related
business, civic and professional meetings, and overtime.

IV. Rented Special Use Vehicles

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

V. Employee-Owned Vehicles

A. Authorization

1. Department directors, deputy directors, assistant directors,
   division or facility managers or their designees may authorize the
   use of employee-owned vehicles on Port Authority business when:

   a. Public transportation or the use of a Port Authority vehicle is
      unavailable or impractical;

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

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

B. Conditions of Use

1. Employee-owned vehicles are subject to the same regulations as
   prescribed for Port Authority vehicles when their use on Port
   Authority business is authorized (see PAI 15-3.02) except that form
   PA 70, Vehicle Authorization and Usage Report is not required.
   Only those drivers who are authorized to drive Port Authority
   vehicles may be permitted to use their own vehicles on Port
   Authority business.

2. When used for Port Authority business, employee-owned vehicles
   should have valid auto insurance as required by the state in which
   the vehicle is registered.
C. Reimbursement

1. a. When a department director, deputy director, assistant director, division or facility manager or designee, authorizes an employee to use his or her own vehicle on Port Authority business, reimbursement is made at the standard rate published annually by the Personnel Department. This rate will pertain to all employees unless otherwise provided for under a Memorandum of Agreement.

b. Personnel assigned to overseas trade offices are reimbursed for such vehicle use at the special rate calculated for each city published annually by the Personnel Department.

2. Expenses coincident to the use of a personal vehicle which are not already reimbursed through the standard mileage rate (i.e., parking fees, tolls, etc.) will also be reimbursed as may be required. Expenses for repairs (other than for damages sustained in an accident) made to an employee-owned vehicle while in use on Port Authority business, and other vehicle maintenance costs, are not reimbursable (see Paragraph D, Section 3 below).

3. Expense Accounts and Petty Cash Vouchers claiming reimbursement in connection with the business use of an employee-owned vehicle will show the starting and ending odometer readings, total mileage, starting point, destination and the reason why the employee's car was used.

When an employee-owned vehicle is used on Port Authority business for purposes of commutation, the Port Authority will reimburse the employee for the additional transportation costs he or she incurs. PAI's 30-3.01 or 30-3.51, Reimbursable Expenses, outlines the conditions governing the reimbursement of additional transportation costs incurred due to short term assignments, extra duty, non-scheduled workdays, attendance at Port Authority related business, civic and professional meetings, and overtime.

D. Accidents and Liability for Damages

1. Accidents arising out of the operation of an employee-owned vehicle on Port Authority business shall be fully reported as provided in PAI 55-3.01, Accident Reporting.

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

3. It is the intent of the Port Authority to compensate equitably employees for unrecoverable damage to employee-owned vehicles sustained while using such vehicles on Port Authority business unless such damage was sustained as a result of gross or willful negligence on the part of the employee (e.g., an employee is convicted of driving while intoxicated, convicted of reckless driving, etc.).

In the event any employee-owned vehicle in use on Port Authority business is damaged through accident, the employee must first look to his or her own insurance carrier, or to the other party who caused the damage, for recovery. The Port Authority will provide reimbursement for damages to an employee's vehicle only for that portion of the loss deemed unrecoverable (e.g., the amount deductible under a collision policy). The Port Authority is not, however, responsible for personal items carried in a vehicle nor for their loss or damage as a result of an accident.

In a third party action, the Port Authority will similarly pay awards only to the extent they exceed the limits of an employee's insurance policy. Employees seeking unrecoverable expenses should contact the Claims Section, Law Department, for instructions.

E. Settlement of Claims

1. Employees whose vehicles have been damaged while in use on Port Authority business and who may be eligible for repayment of unrecoverable losses in accordance with the provisions of Paragraph V, D, 3, shall, in all cases:
   a. Prepare a memorandum to his/her department director, including all pertinent information on the expected cost of repairs and any unrecoverable losses.
   b. Attach to the memorandum (1) an itemized estimate by a reputable, established auto body firm of the cost of repairing the vehicle, and (2) copies of any supplementary bills or statements.

2. The department director indicates on the employee's memorandum whether use of the vehicle on Port Authority business had been authorized and forwards the memorandum to the Claim Section of the Law Department.

3. After review, the Claims Section forwards the approved claim to the Comptroller's Department for processing. In the event the claim is not approved for payment, the Claims Section notifies the claimant of the disapproval.
INFORMATION BULLETIN NO. 5 (Revised)

Several questions have arisen recently regarding use of personnel files maintained at facilities. The following rules shall be observed in connection with facility personnel files:

1. Every employee should be allowed to examine his own personnel file, and copy (but not remove or borrow) material contained in the file, during reasonable hours and in the presence of a responsible management representative.

2. No unauthorized person should have access to the facility personnel file of another employee. This means that facility management is responsible for maintaining adequate security of all personnel files.

The rules enumerated above are also followed with regard to the use of personnel files which are available in the Personnel Department. These files may be examined by the employee concerned in the presence of a representative of the Personnel Director.
Certain Work Rules

I. Toll Collector Work Rules

1. Work Schedules

A. During the term of this Agreement, the facility will balance staffing and will take all steps necessary to guarantee equal rotation of lane assignments and the equitable distribution of arduous assignments at the facility.

B. The assignment of Pool Toll Collectors to facilities shall equitably distribute arduous assignments in the same manner applied to permanently assigned Facility Toll Collectors.

C. Toll Collectors and Senior Toll Collectors will have included as part of their schedule thirty-day postings for RDO’s.

D. Provisional Senior Toll Collectors’ vacation picks will be taken from the vacation roster of the facility to which they are assigned during normal vacation selection.

E. Toll Collectors provisionally appointed to Senior Toll Collector will receive the vacation picks made at their permanent facility, regardless of the facility they are working at when their vacation is due.

F. Prime time off (that is, Saturdays, Sundays, and holidays) for Toll Collectors and Senior Toll Collectors shall be equalized within the available scheduling.

G. During the term of this Agreement, the current practice of each Toll Collector and Senior Toll Collector with two (2) breaks, of a break of one (1) hour and another of one-half (½) hour, shall be continued.

H. During the term of this Agreement, the starting time and lane of a tour shall be posted at least seven days in advance. Whenever a change affects either the starting time, the lane assignment, or both and is made with less than seven days notice, the Toll Collector will receive one schedule change premium for each day that is changed within the seven day period up to a maximum of three payments for such seven day period. Lane assignment changes necessitated by toll booth equipment failure or repair work shall not require a schedule change premium payment. In addition to the above provisions, a Senior Toll Collector will be eligible to receive a schedule change premium for a change in plaza assignments with less than seven days notice.
I. Notwithstanding the provisions of Section XXVIII of the Memorandum of Agreement "Schedule Change Premium", the eligibility of Pool Toll Collectors for schedule change premiums shall be based on a seven day schedule.

J. No third shift tour for Toll Collectors and Senior Toll Collectors will start after 12:30 a.m.

K. Effective August 15, 1990, a Toll Collector or a Senior Toll Collector scheduled to work on an afternoon tour ending beyond 12:20 a.m., said employee will be paid $7.50 in addition to the normal base wage.

L. During the term of this Agreement, whenever work is required of a Senior Toll Collector, whether on a straight-time or overtime basis, facility management will first go down the roster of employees in the same classification before utilizing employees of a lesser classification to perform the work required.

M. During the term of this Agreement, Senior Toll Collectors will continue to have scheduled steady tours. The Lincoln Tunnel will have a minimum staffing of six Senior Toll Collectors in order to provide similar steady tour scheduling.

N. During the term of this Agreement, a Senior Toll Collector will be assigned to the midnight tour at the Goethals Bridge, eliminating the current practice by which the Senior Toll Collector assigned to the Bayonne Bridge on that tour is required to provide meal relief at both locations.

O. During the term of this Agreement, Lane 26 at the George Washington Bridge will be assigned to Toll Collectors on a normal rotation basis.

P. During the term of this Agreement, the Tunnels, Bridges and Terminals Department will continue a training program for employees who are involved in scheduling Toll Collectors and Senior Toll Collectors. Where possible, a back-up scheduler will be trained at each facility.

Q. The appropriate unit heads of the Tunnels, Bridges and Terminals Department will meet with representatives of the Union to discuss the development of an agreed upon work schedule for Toll Collectors and Senior Toll Collectors.

R. The two permanently scheduled relief positions on the Palisades Interstate Parkway (PIP) 8 x 4 tour will no longer be permanently assigned. The relief positions will be rotated into the schedule.

S. Pool Toll Collectors will receive out of zone compensation in the following amounts: Outerbridge Crossing $13.50; Goethals Bridge $10.00; George Washington Bridge $10.00.
2. Safety

A. During the term of this Agreement, in the event that either the heating or air-conditioning system in a toll booth fails, the Toll Collector assigned will report the matter to the Tolls Supervisor who will respond to the toll booth and verify whether the system is non-functional. The Tolls Supervisor and Toll Collector will determine whether it is appropriate to continue to man the toll booth on a full time or reduced schedule based on the existing weather conditions. If the Tolls Supervisor and the Toll Collector determine that existing conditions do not permit the staffing of a booth on a regular scheduled basis, the staffing of such booth will continue on a reduced basis pending the correction of the malfunction or a change in the working conditions. While the correction of the malfunction is underway, the Toll Collector will either go to another lane or standby at the Toll House, whichever is feasible.

B. The Port Authority will arrange for the Risk Management Division to give presentations to Union representatives explaining testing procedures and the monitoring of environmental conditions associated with work in and around the tolls plaza at all Tunnels, Bridges, and Terminals facilities. The Risk Management Division will continue to test for noise levels at the Holland Tunnel during the operation of warehouse trains.

3. Uniforms

A. A committee for the selection of uniforms will consist of representatives of the Port Authority and the Union (selected by the Union). The composition of the committee will be consistent with the size of such committees in the past which is one Toll Collector or Senior Toll Collector from each facility and the Tolls Chairperson.

B. During the term of this Agreement, Toll Collectors and Senior Toll Collectors will be required to attach a clip-on patch to their blue winter parka. This patch will serve to identify them as Toll Collector personnel, and will be worn during working hours.

C. The present reimbursement practice regarding the purchase of gloves will be continued.

4. Ratings - Discipline

A. The Port Authority will not delay in-grade increases for individuals whose 404 ratings are greater than 2.50 unless retraining has been given to the collector. The in-lane training will consist of at least two one hour in-lane sessions in a six month period in addition to normally scheduled refresher training.

B. Provisional Senior Toll Collectors will not automatically be excluded from subsequent Senior Toll Collector tests because of a 404 in excess of 2.50. Said Toll Collector's circumstances will be reviewed on an individual basis with attention to his/her all round effectiveness in the classification.

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C. In the event a shortage or overage occurs on a day not scheduled for posting, the day will be included in the computerized posting on the Toll Collector's and Senior Toll Collector's 404. The 404 will be transmitted to the facility at the same time as all other 404 ratings.

D. New Toll Collectors will not be evaluated based upon their first and second month of 404 performance ratings. New Collectors must be shown their 404 performances for the third month of employment and every month thereafter, or the 404 will not be counted as a basis for termination within the six month period, nor will it be counted as a basis for termination within the probationary year.

E. Upon request, the Tunnels, Bridges and Terminals Department will arrange for Union representatives to be briefed in the complete compilation process of the 404 rating sheet.

F. During the term of this Agreement, as a final reconciliation, an overage or shortage of $2.00 and two axles will be worked out as a motorcycle in the 404 rating.

G. A Toll Collector or a Senior Toll Collector will be charged one error for any amount between .76 and $3.00, and each additional $3.00 or part thereof.

H. Any overage of $20.00 or more will be counted as an incident.

I. Three incident reports involving any combination of cash shortages or overages of $20.00 to $59.99 in any running six-month period, provided that the cumulative dollar amount exceeds $90.00, or one incident report of $60.00 or more may result in disciplinary action. In the event a disciplinary hearing is held, the Toll Collector, Senior Toll Collector or his/her representative may request supporting documents for any cash discrepancy. Facility management will be obligated to promptly inform a Toll Collector when he/she incurs a shortage or overage of $20.00 or more which may result in disciplinary action.

J. Facility management will make available to a Union representative all necessary data on a shortage or overage at least three days prior to a disciplinary hearing. Such data will include maintenance logs and official treadle and axle counts when appropriate.

K. During the term of this Agreement, an incident report involving shortages or overages will be removed from the employee's file when six (6) months elapse without an additional report being filed. The six (6) month period shall mean six (6) months from the date of the shortage or overage.

L. In the event a Toll Collector or a Senior Toll Collector states that he/she deposited a specific amount and the bank states it was short the exact amount and the Toll Collector is being charged by the Port Authority, a disciplinary interview will not be mandatory.

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M. During the term of this Agreement, no discipline will be taken for overages when the Toll Collector or Senior Toll Collector identifies the overage on his/her Exception Report, advises the Toll's Supervisor at the time the overage occurs, and the subsequent audit confirms the amount of the overage reported by the Toll Collector.

N. If a Toll Collector wishes to register a complaint against a Toll's Supervisor the complaint must be made to the President of the Union. The President shall submit the complaint to the appropriate unit head. If the President is not satisfied with the unit head's response, the issue can be submitted to the Manager, Labor Relations Division. This process is outside of, and not subject to, the grievance arbitration procedure.

O. In the event the Supervisor fails to sign the Toll Collector's 379 on the Toll Collector's tour of duty, the Toll Collector will not be penalized for lack of such signature. Nor shall the Toll Collector be required to use his/her time after being released to seek out such signature. The above also applies to register failures.

P. The 404 ratings of Senior Toll Collectors shall not constitute the sole basis for immediate exclusion from any test or mobility program. Other relevant factors must be considered.

5. Miscellaneous

A. The Tunnels, Bridges and Terminals Department will insure that toll booths are winterized by November 1st of each year.

B. The design of all new booths will take into account the operational needs of the Toll Collectors with regard to stools.

C. During the term of the Agreement, all Toll Collectors will be permitted to purchase a lock their lane cash drawers. Reimbursement for such purchase will be provided, up to a maximum of $10.00.

D. If operationally possible, a toll lane will be closed when a register fails.

E. The existing contract provisions pertaining to the handling of a patron will be reaffirmed with special emphasis on recognizing the integrity of the employee. No Port Authority employee's picture will be shown to a patron for identification purposes for a patron complaint. In the event a short change inquiry is received, a copy of both the inquiry and the resulting audit will be given to the Toll Collector upon request.

F. Pool Toll Collectors may volunteer for training as transportation drivers, provided they have three years seniority in the pool.

G. Toll Collectors shall be permitted to sit down when collecting tolls, pursuant to instructions issued by the Tunnels, Bridges and Terminals Department of the Port Authority after consultation with the Union.
H. During the term of this Agreement, micro-wave ovens will be provided at all Tunnel and Bridge facilities. The Port Authority will periodically review the conditions of the Tolls reserve rooms and replace any kitchen appliances, furniture and televisions and will make whatever repairs or replacements that are necessary.

I. The Union will participate in the selection of a new relief kit.

J. When the outside temperature reaches 85-90 degrees F., hot weather supplies (soda, iced tea, etc.) or below 32 degrees F., cold weather supplies (hot coffee, tea, etc.) should be provided for employees working in toll booths, when they are on their breaks.

K. Management of Tunnels, Bridges and Terminals facilities will make reasonable attempts to have employees scheduled off on one of the following holidays: Thanksgiving, Christmas, and New Years Day. The above language is not applicable to employees who have vacation scheduled during any one of these holidays.

L. All Collectors will receive a copy of late slips, if requested by them.

II. **Tunnel and Bridge Agent Work Rules**

1. **Tunnel and Bridge Agent Job Duties**

   A. Effective July 27, 1997 the positions of Tunnel and Bridge Agent, and Senior Tunnel and Bridge Agent will be reallocated to ranges C-47 and C-49, respectively.

   B. The duties and responsibilities of Tunnel and Bridge Agent, and Senior Tunnel and Bridge Agent staff will remain those currently described in the respective job specifications for Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents. The functions detailed below will no longer be required of Tunnel and Bridge Agent personnel.

   1. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will not be required to make tolls money escorts.

   2. In accordance with current procedure, Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will not be required to do mechanical repair work or tire changing on disabled patron vehicles (except battery boosting.)

   3. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will not be required to change tires nor to perform functionals on vehicles other than those assigned to the Tunnel and Bridge Agents unit.

   4. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will not be required to refuel vehicles other than those assigned to Tunnel and Bridge Agents.
C. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will continue to be responsible for the washing of wreckers, jeeps, coning vehicles, the oshkosh, the fire engine, posting vans and other vehicles normally assigned to the emergency garages and operated by Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents.

2. Tunnel and Bridge Agent Training

A. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will be provided training including refresher training on all automotive and other equipment that they are required to operate during the course of their work.

B. The Port Authority agrees to provide whatever training is required for the handling of facility structural fires in emergency garage training. The emergency garage manual will also be amended to incorporate procedures for the handling of structural fires and the kinds of training that will be provided to Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents.

C. Tunnel and Bridge Agents will not be required to undergo outdoor training when the temperature is 25 degrees F. or below.

D. During the term of this Agreement, the emergency garage manual will be amended to incorporate procedures for the handling of hazardous cargo incidents. The Port Authority agrees to begin training of all Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents so as to enable them to handle hazardous cargo incidents.

E. During the term of this Agreement, the Port Authority agrees to provide all Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents with Crash Injury Management (CIM) Training. CIM Training will be provided in lieu of the First Aid/CPR Training and Oxygen Therapy/Pocket Mask Training courses. Employees required to certify in CIM will receive two (2) hours of overtime for time necessary to prepare (homework, study, reading, etc.) for the written test requirements.

F. The emergency garage manual shall be revised to include the procedures for responding to fires, disabled vehicles, and accidents at the George Washington Bridge.

G. The emergency garage manual shall be revised to include equipment which is used by Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents at all facilities as well as response procedures employed at all facilities by Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents.

H. Management agrees to provide whatever driver training is necessary to Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents in order for them to qualify for appropriate driver license requirements in the respective states to which they are assigned so as to enable them to lawfully operate whatever equipment they may be called upon to drive, all of which will be on Port Authority time. (All Tunnel and Bridge Agents will receive appropriate defensive driving training and CIM training.)
I. Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents will receive a meal reimbursement of ten dollars for each day of training at Morris County or any other training facility.

J. Port Authority will pay the cost of Commercial Drivers License fees and renewal cost for all Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents, and will also pay the cost of the Hazmat if needed.

3. Tunnel and Bridge Agent Work Schedules

A. During the term of this Agreement, negative compensatory time will be approved if minimum manpower is available.

B. During the term of this Agreement, no Senior Tunnel and Bridge Agent will work the position of a Tunnel and Bridge Agent unless all efforts fail in filling the Tunnel and Bridge Agent position with an employee in that title.

C. During the term of this Agreement, no Tunnel and Bridge Agent will work the position of a Senior Tunnel and Bridge Agent unless all efforts fail in filling the Senior Tunnel and Bridge Agent position with an employee in that title.

D. The appropriate unit heads of the Tunnels, Bridges and Terminals Department will meet with the representatives of the TWU to discuss the development of a mutually agreed upon work schedule for Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents.

E. Relief Tunnel and Bridge Agents shall have weekends off whenever possible.

F. Any Tunnel and Bridge Agent who works more than two (2) hours on the desk of any tour will receive the desk pay for the entire tour that day.

G. All Tunnel and Bridge Agents who take meal reliefs at their desk, will receive $3.00 in addition to their regular wages.

4. Tunnel and Bridge Agent Staffing

A. The deployment of Tunnel and Bridge Agents on outside wrecker responses for vehicular fires and accidents shall be the same as provided for tunnel wrecker responses, which is two (2) Tunnel and Bridge Agents except in situations when multiple responses preclude doing so.

B. During the term of this Agreement, all Tunnel and Bridge Agents' and Senior Tunnel and Bridge Agents' details will be given according to facility seniority where the detail exists. If an employee filling a detail position accepts another assignment at the same facility, that employee retains the right to reclaim the detail position whenever the new assignment terminates. If an employee filling a detail position accepts a transfer/promotion to another facility, that employee retains the right to reclaim the
detail position he/she left during the transfer/promotion probationary period only, which is 90 days.

5. Tunnel and Bridge Agent Equipment

A. During the term of this Agreement, management will arrange for representatives of the Port Authority's Environmental Unit to inspect the ventilation systems of the emergency garages and to make recommendations for insuring that such ventilation systems are adequate for the removal of pollutants associated with the operation of emergency equipment in the garages. Said recommendation shall be maintained at levels deemed appropriate by Federal regulations. Data will also be reviewed with the Union representatives at least once every six months.

B. The Union will, upon request to the Manager, Labor Relations Division, be provided an opportunity to meet with representatives of the Port Authority's Inspection and Safety Division regarding booth air quality.

C. Management agrees to issue appropriate ear protection to Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents as required when working in the tunnels.

D. Unacceptable booth conditions will be reported by the Tunnel and Bridge Agents to the appropriate unit head. In the event the condition is not addressed the condition should be referred to the Manager, Labor Relations Division.

E. During the term of this Agreement, management agrees to provide and maintain first aid kits in or near all tunnel catwalk booths. Said kits shall be equal or superior to those kits presently maintained in the wreckers.

F. During the term of this Agreement, management agrees to begin to provide and maintain air packs in or near all tunnel catwalk booths. Said air packs will be equal or superior to those packs presently maintained in the wreckers.

G. During the term of the Agreement, management agrees to provide a coning vehicle at the Holland Tunnel for use by Tunnel and Bridge Agent personnel.

H. The Union will be consulted with respect to future modifications contemplated for Tunnel catwalk booths.

I. A uniform and equipment committee will be established consisting of both union and management representatives to evaluate options and make recommendations concerning Tunnel and Bridge Agent uniforms and equipment, which will include a patch, badge, personal fire helmets and fire boots.
6. **Air Conditioning of Emergency Vehicles**

During the term of this Agreement, all new wreckers and patrol vehicles will be air-conditioned. All existing wreckers and other garage vehicles will be examined for possible inclusion of air-conditioning and, where such is feasible, air conditioning will be provided.

7. **Maintenance of Emergency Equipment**

The emergency equipment at all Tunnel and Bridge Agent facilities will continue to receive priority in terms of automotive maintenance and repairs.

8. **Emergency Garage Facilities**

A. During the term of this Agreement, the Port Authority agrees to install clear and large signs outside all emergency garages which will read "Keep Clear Emergency Garage." Said signs will be replaced when missing.

B. During the term of this Agreement, management agrees to provide and replace dishes, glassware, eating utensils, cooking utensils and equipment at all emergency garages.

C. During the term of this Agreement, management agrees to provide and maintain and/or replace micro-wave ovens and toasters at all emergency garages and reserve rooms.

D. During the term of the Agreement, management agrees to periodically review the conditions of the emergency garages including kitchen appliances, furniture, and televisions and will make whatever repairs or replacements that are necessary.

9. **Tunnel and Bridge Agent - Uniforms**

A. During the term of this Agreement, summer hats of the baseball cap style will be issued annually to all Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff.

B. During the term of this Agreement, female Tunnel and Bridge Agents and female Senior Tunnel and Bridge Agents will be provided with uniforms in appropriate sizes. If necessary, female Tunnel and Bridge Agents and female Senior Tunnel and Bridge Agents will be reimbursed for the cost of needed alterations. Approval by a supervisor for said authorizations shall not be unreasonably denied.

C. During the term of this Agreement, each garage will be stocked with an adequate number of additional coveralls in various sizes to supplement the number of coveralls which are currently provided to individual Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff.
D. During the term of this Agreement, Senior Tunnel and Bridge Agent and Tunnel and Bridge Agent staff assigned to the Emergency Garages will receive a complement of six (6) sets of white uniforms.

E. During the term of this Agreement, Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff will receive a complement of six (6) sets of brown uniforms.

F. During the term of this Agreement, Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff will keep and clean their winter parkas throughout the summer months in order to insure their ready availability in the fall season. The Port Authority agrees to pay $5.00 per year to each employee for the cleaning of the parka.

G. During the term of this Agreement, clip-on reflective bands will be available for use by all Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff.

H. All other uniforms not specifically set forth herein which are currently issued or provided to Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff shall be issued or provided as in the past.

I. All uniforms will be replaced as needed.

10. Miscellaneous

A. During the term of this Agreement, management agrees to install locked bulletin boards at all emergency garages, communications desks, and the Bus Terminal for union purposes only. Control of said locked bulletin boards to be under the control of the Union representatives. Said bulletin boards shall be located in areas where union members have daily access to same.

B. During the term of this Agreement, the chairperson for Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff shall have the right on his/her own time and upon the provision of prior notification to the manager, or in his/her absence the tour supervisor, to visit areas where Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff are working.

C. During the term of this Agreement, the Tunnels, Bridges and Terminals Department agrees to establish a program whereby Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff are selected on a periodic basis in recognition of some outstanding contribution. The criteria, frequency and award under such a program will be discussed and agreed upon with representatives of the Union.

D. During the term of this Agreement, representatives of the Union shall have the right to review the tapes along with management in incidents involving Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff. Said representatives and/or employee involved in an incident report shall have the right to make transcripts of said tapes.
E. Management agrees to balance the level of catwalk booth staffing with operational needs specifically as it applies to the midnight tours at the Holland and Lincoln Tunnels on Fridays and Saturdays, which is two (2) agents to each tunnel, when required.

F. Management agrees to continue the present practice of two vehicle posting where applicable.

G. Provisional Tunnel and Bridge Agent and Senior Tunnel and Bridge Agent staff vacancies will be filled by utilizing the transfer list provided that the vacancy is expected to continue for a period of at least three (3) months.

H. All Tunnel and Bridge Agents will receive a periodical prepared by the Tunnels, Bridges and Terminals Department which will contain relevant job related information.

I. Management of Tunnels, Bridges and Terminals facilities will make reasonable attempts to have employees scheduled off on one of the following major holidays: Thanksgiving, Christmas, and New Years Day. The above language is not applicable to employees who have vacation scheduled during any one of these holidays.

J. TBA's will not remove snow.

III. Building and Grounds Work Rules

1. Uniforms

All Building and Grounds Attendants and Senior Building and Grounds Attendants at Tunnel and Bridge facilities will be issued winter uniforms if they so desire.

2. Height Pay

All work performed by Building and Grounds Attendants and Senior Building and Grounds Attendants during any day from any devices other than ladders, fixed staging or scaffolding will receive a differential of $1.00 per day.

3. Cold Weather Assignments for Building and Grounds Personnel

It is agreed that the provisions of Information Bulletin No. 22 dealing with cold weather work assignments, particularly snow removal assignments for employees age 60 and over will be strictly applied. Building and Grounds Attendants and Senior Building and Grounds Attendants who are concerned about their physical ability to perform such work assignments should review the matter with the Office of Medical Services as provided for in Paragraph 1 of Information Bulletin No. 22.
IV. Aviation Work Rules

A. During the term of this Agreement, with appropriate supervisory approval, the Port Authority will assume the cost of uniform alterations for employees in the covered membership assigned to the Aviation Department operations in those instances where standard issue sizes fit unsatisfactorily.

B. During the term of this Agreement, employees in the covered membership assigned to the Aviation Customer Services Division will be required to perform snow duty only if maintenance personnel are unavailable or the extent of the snowfall is such that all staff must be utilized to maintain Port Authority standards of operation and patron safety.

C. Airport Operations Agents and Senior Airport Operations Agents assigned to snow and ice removal details during snow emergency periods will receive at least three reliefs during their twelve hour tour. These reliefs will consist of two coffee breaks of approximately fifteen minutes, the first about midway between the start of the shift and its midpoint, the second approximately midway between the tour's midpoint and its completion. Additionally, Airport Operations Agents and Senior Airport Operations Agents will receive a thirty-minute meal period at the approximate midpoint of the tour. The actual schedule of reliefs will be correlated with the snow removal plan and the reliefs of other members of the snow removal team.

D. The distribution of overtime work assignments for Aviation Division employees will continue as per agreements reached on July 22, 1988.

E. When line picks are made in a unit, they will be initiated at a date appropriate to ensure that vacation picks may begin on November 1st of each year. Line picks must be made within a maximum of three working days. An individual who fails to complete his/her line pick within the three day limit will have his/her line assigned by management after all line picks have been completed. Vacation picks will start on November 1st. As in line picks, each employee will have three working days to complete the selection. Those not completing the pick in the specified time will forfeit their picks for that specific round. Subsequent rounds of picks will be made immediately after completion of the first round and proceed following the above procedure until all vacation picks have been completed.

F. As per the present practice, the extra vacation day will continue to be accommodated and will not be unreasonably denied.

G. Employees in the covered membership assigned to Port Authority Airports will continue to receive their paychecks at end of tours ending after 3:00 p.m. on Thursdays in accordance with the current procedure.

H. Summer Provisionals (JFK only) - Employees who are on provisional assignments must indicate when they first take the assignment if they wish to retain their original vacation bid. If the employee wishes to change his/her bid, it must be to an open slot in his/her permanent assignment. If there are no open slots or the
employee does not wish to choose the remaining open slots, the employee must take his/her original vacation bid.

I. Standard Provisionals - Facilities will honor vacation picks of employees who are sent on a provisional assignment after making their pick at their permanent assignment, and employees who have made their pick at their provisional assignment but are returned to their permanent assignment. If a unit is receiving multiple provisional assignments or employees returning from provisional assignments who have picked the same week, only one employee over the normal complement will be allowed his/her original vacation pick in any week of the calendar year. The remainder will pick from the open available slots according to Port Authority seniority.

J. In the event a vehicle's heater or air conditioner becomes inoperable (during the appropriate season), priority will be given to provide the Airport Operations Agent with a substitute vehicle. Should a substitute vehicle not be available, the Airport Operations Agent may be required to operate his/her original assigned vehicle.

K. A committee will be established, consisting of both union and management representatives, to review and recommend any programs used in aircraft identification and billing system.

L. Operations units that have a primary vehicle (i.e., station wagon/van) for use by an Airport Operations Agent to perform construction assignments shall have vehicle equipped with a protective cage behind the front seat.

M. All Airport Operations Agents are responsible for disposing of debris in their assigned vehicle. Normal washing or cleaning will be done by usual facility maintenance procedures.

N. Airport Operations Agents and Senior Airport Operations Agents on an "excess" tour will be the first to have their schedule changed if a deficiency occurs.

O. In the event that a motor vehicle accident should occur involving injuries to Airport Operations Agents and Senior Airport Operations Agents while in transit between the General Aviation Terminal (GAT) and the International Arrivals Building (IAB) at Kennedy Airport, the employees will be considered injured on duty.

P. Snow removal at the West 30th Street Heliport will no longer be the responsibility of the Airport Operations Agents assigned to the Downtown Manhattan Heliport. Only as a last resort (after exhausting all other possibilities), these Airport Operations Agents may be used to provide minimum snow clearing necessary to provide a safe aeronautical environment for a Port Authority designated VIP flight.

Q. All Aviation employees in the covered membership will be required to use the safety and/or operational equipment that they are supplied with or reimbursed for. (See Section XXXI, C. for Safety Shoe procedure.)
1. If a unit is required to absorb an additional person (extra), that person shall work an exclusive X-tour schedule with rotating RDO's. The actual start and end of the X-tour is to be mutually agreed to by both management and the employee. This X-tour schedule person will not be considered a schedule line that may be subject to a line pick request.

2. It is also understood that the X-tour schedule person will not be considered a schedule line that may be subject to a line pick request since it is possible for that extra person to be absorbed into an approved line in the event of an injury on duty, long-term sick or permanent vacancy. If this occurs, the X-tour line will cease to exist.

3. The X-tour schedule person's schedule can be changed:

   a. If there are two persons on X-tours on the day in question, the X-tour person in a line schedule will be changed first. The X-tour extra person's schedule will be changed to meet a schedule deficiency only if there is no X-tour person in a line.

   b. There must be 12 hours off between tours or 12 hours notice of change.

   c. Only the three (3) single day X-tour changes will be allowed per schedule tour. There are two (2) schedule tours per pay period. The entire schedule can be changed if necessary and the three (3) single day rule does not apply.

   d. Employees in the X-tour are entitled to Schedule Change Premium for the first two days of a schedule change if 15 days notice is not given.

4. All mutual swaps must be paid back within a maximum of 28 days. An entire schedule tour can be swapped. Once a tour or entire schedule has been swapped it cannot be swapped again; no exceptions allowed. Mutual swaps must be requested no more than one pay period in advance to be considered for approval.

V. Food Services Division Work Rules

A. During the term of this Agreement, the Food Services Division will, so long as there is no conflict in the work schedule, offer permanent staff members the opportunity to work Oval Room activities when food is being served prior to utilizing "per diem/casual" employees. In the event, however, an assignment is voluntarily accepted by an employee who subsequently declines to work, that individual will be required to arrange for a qualified replacement. Failure to do so will result in either the employee being required to work the specific assignment on an involuntary basis or if that is not feasible, another employee within that same classification will be involuntarily selected for the assignment.

B. During the term of this Agreement, the Food Services Division will provide to Waiter/Waitresses as well as to other Food Services staff designated by Management,
an allowance for a uniform shoe allowance, which is $75.00. In addition, all other employees of the Food Services Division who elect to purchase safety shoes will be allowed the prescribed amount towards the purchase.

C. During the term of this Agreement, uniforms may change in color (subject to the approval of Management) as selected by the cafeteria employees. Color change will be implemented on a "phase in" basis, that is, as new uniforms are provided to the staff.

D. During the term of this Agreement, the Food Services Division will insure that waitress uniforms cleaned "in house" via the Work Uniform Services Division meet an acceptable standard of cleanliness and are delivered pressed and on hangers. If this standard cannot be met by "in house" facilities, it is agreed that substitution arrangements for cleaning waitress uniforms which may include reimbursement for off premises cleaning of waitress uniforms will be explored.

E. During the term of this Agreement, lockers large enough to accommodate the uniform storage needs of cafeteria staff will be supplied.

F. Employees who have worked twelve or more months as a temporary employee will not be required to serve an additional probationary period if appointed thereafter to a permanent position.

G. Permanent qualified cafeteria employees will be used in any vacancy in a higher class title, before filling the vacancy with per-diem staff.

H. A locker room for male cafeteria employees, with shower, will be installed.

I. A shower for female cafeteria employees will be installed.

J. Cab fare, as per the current practice, will be provided to employees for overtime worked that ends after 7 p.m.

K. Employees must sign out at the end of their tour out of uniform, therefore, fifteen minutes prior to the end of each employee’s tour will be a washing/dressing period.

VI. Bus Terminal Work Rules

A. Management of Tunnels, Bridges and Terminals facilities will make reasonable attempts to have employees scheduled off on one of the following holidays: Thanksgiving, Christmas and New Years Day. The above language is not applicable to employees who have vacation scheduled during any one of these holidays.

B. Information Agents will receive refresher training as required.

C. All Information Agent II’s will receive Information Agent III rates for any day they perform the Information Agent III duties.
BACKGROUND

All Lobby Information Agent I positions were abolished effective March 20, 1977. However, the incumbent Lobby Information Agent I's retain all their rights and benefits as long as they remain in their present title. When attrition occurs, Information Agent I's will fill resulting vacancies. The selection of these agents is the purpose of this procedure. Eventually, all Lobby Information Agent I's will be replaced by Information Agent I's.

AREA AND METHOD OF SELECTION

A. Only Information Agent I's with good performance records are eligible to work at the Lobby Information Desk. Eligible agents are those who have not had disciplinary action taken against them in the past six-month period and who have not received written warnings about excessive absence or lateness during the last six months.

B. Bidding and Classification Seniority

When a vacancy for a Lobby Desk position occurs (permanent or provisional), a bulletin will be distributed requesting bids for the job. Those bidding in the affirmative will be screened for satisfactory performance records, and the individual with the highest seniority in grade will be assigned to the available Lobby Desk position. Should no one bid for the job, the available Lobby Desk position will be assigned to the agent with the lowest seniority in grade, having a satisfactory performance and attendance record.

C. Job Assignments

Agents assigned to work at the Lobby Desk will not necessarily be assigned to the vacated tours, as the agents already at the desk will have priority in bidding preferred vacant tours.

REMOVAL FOR CAUSE

A. Failure in the normally expected areas of courtesy, efficiency and performance are, of course, primary reasons for removing an agent from the desk, which is a high visibility area and must create a favorable
impression on the public. Additionally, failure to adhere to specific rules and regulations pertaining to the operation of the desk can be cause for removal.

B. Excessive absence or lateness, including late from breaks or lunch can be cause for removal.

RETURN TO TELEPHONE ROOM

A. An agent returning to the Information Room from a provisional Lobby Desk assignment will be reassigned to his or her previous Information Room tour.

B. Agents returning from a permanent Lobby Desk assignment will be assigned a tour that is available.

C. Both voluntary and involuntary returnees from permanent Lobby Desk assignments may, of course, bid for preferential tours in the Information Room as they occur, and class seniority will prevail. A preferential tour bid in the Information Room will include those agents at the desk, except for the permanent Lobby Information Agents. As stated in the preceding paragraphs, the public relations aspect of working at the desk is of great importance. Only agents who feel they can maintain a calm demeanor under pressure should volunteer to work at the Lobby Desk.

CONCURRED:

Jon Clark
Personnel Representative

Irene Evans
Information Group Supervisor

Edna Carter
Information Agent I

Robert Walters
Supervisor, Terminal Operations

Ron Trivisonno
President, Local 1400
Transport Worker's Union

8/1/82
Date

10/28/82
Date

1/1
Date

10/22/82
Date

3/1/84
Date
I. Introduction

This instruction describes the Port Authority's Education Refund Plan and outlines the procedures for processing applications for tuition assistance.

While the Supervisory Development and Higher Education Programs are considered part of the Education Refund Plan, they differ in some specifics of eligibility criteria and curriculum from the plan outlined herein. Therefore, staff members interested in these programs should obtain information on them from the Personnel Department's Career Development Division.

II. Policy

The Port Authority's Education Refund Plan provides an opportunity for permanent employees to improve their skills and job performance, and to establish a source of trained personnel within the organization who may be utilized as required by the changing or expanding operations of the organization. The emphasis of this plan is to encourage employees to obtain formal education on their own time in approved or accredited institutions of higher learning.

III. General Criteria for Authorizing Study

Applications for study under the Education Refund Plan are evaluated according to the following criteria:

A. Employees must have at least three months of Port Authority service preceding the date of application.

B. The applicant must have shown sufficient initiative and promise in his or her work to warrant undertaking training at Port Authority expense. Departmental management, as well as the Personnel Department staff, will approve applications for education refund only if, in their judgment, the employee's job performance is satisfactory and may reject the application if the employee's work is unsatisfactory. Personnel Department representatives, in reviewing applications for education refund, will refer to the employee's past performance evaluations and absence records as well as previous course records to determine the eligibility of a candidate for education refund.
C. Courses approved under the education refund program must have a direct relationship to the current or projected needs of the Port Authority, or must relate to a logical program of individual development within the scope of the Authority's activities. All applications will be reviewed in light of the current manpower studies and projections developed in the Personnel Department.

D. Courses pursued must not interfere with the applicant's normal work.

E. Employees who are entitled to receive training allowances from any other source, including the G.I. Bill or other government programs (e.g., LEEP), fellowships, scholarships, grants-in-aid, etc., may not participate in the Education Refund Plan until these other sources are fully utilized. Under no circumstances will the Port Authority duplicate any funds obtained from outside sources. If, however, the training allowances from these other sources do not fully cover tuition costs, the Port Authority will reimburse the employee for the difference between his outside training allowances and the full cost of his approved courses. However, the amount to be refunded by the Port Authority may not exceed the limits specified in Paragraph VI, D, below. Failure on the part of the employee to comply with this provision may result in the restitution of all refunds to which the employee is not entitled and possibly other disciplinary action.

F. If an employee can demonstrate a financial hardship in pursuing his or her education, the employee may apply through his or her department to the Personnel Director for advance payment of tuition by the Port Authority directly to the school or university in which he/she is enrolled. The Personnel Director may approve or disapprove such requests.

In the event an employee granted this privilege fails to maintain his/her employment and minimum scholastic grade qualifications for any course(s) for which tuition refunds are specified in Par. VI, A and B below or without completing any course(s), he or she must repay to the Port Authority the tuition payment for such course(s).

The Personnel Director arranges with the employee for any required repayment of tuition by the employee either by check in a lump sum payment or by payroll deduction. The Personnel Director advises the Comptroller and the employee's department by memorandum of the action to be taken.

G. Those employees who are reimbursed for Law School tuition expenses are required to enter into a written agreement with the Port Authority by which they will, following completion of
their legal studies, remain in the employ of the Authority for the same number of full calendar years as equals the number of academic years or part thereof, for which the Port Authority paid all or part of their tuition expenses. This agreement shall not be construed as an obligation of the Port Authority to continue the employment for the period in question.

IV. Application Procedure

A. Application for authorization of outside study courses is made in duplicate on form PA 1020, Education Refund Application.

B. Employees applying for the Supervisory Development and/or High Education Program should follow the procedures established for these programs in appropriate publications issued by the Personnel Department's Career Development Division.

C. The employee will note on his/her application the type and amounts of any other tuition assistance he/she is receiving.

D. The application must be filed at least two weeks before the course is started. If, for valid reasons, the application cannot be so submitted, the employee attaches a memorandum to the Personnel Director explaining the delay. Otherwise, late applications are not considered.

E. The employee sends the application, in duplicate, with a copy of the current school catalog, to his/her organization unit head who forwards it to his/her Department Director. Members of the Police Force must first send this material to the Facility Police Commanding Officer who forwards it to the Superintendent of Police for approval.

V. Evaluation of Application

A. The Department Director evaluates the application in accordance with the instructions in Par. III above; and forwards both copies of form PA 1020 and the catalog, with his or her recommendation, to the Personnel Director with any additional records or information which might help in judging the application.

B. The Personnel Director makes the final determination and notifies the employee whether or not his/her application is approved by returning the duplicate. The Personnel Director may request recommendations from the Department Director having jurisdiction over the field in which the employee desires to work. The Personnel Director will also inform the employee's department of the decision with regard to the application.
C. Port Authority staff representing the legal profession and the Personnel Department review both initial and continuing applications for Law School tuition refund. A member of the Law Department interviews employees submitting both initial as well as continuing applications for Law School tuition reimbursement and makes a recommendation to the Personnel Department regarding whether reimbursement is warranted. In addition, the background and experience of those employees who will be graduating from Law School is evaluated so that job objectives and appropriate placement possibilities can be identified.

VI. Refunds

A. Tuition, registration and laboratory fees are refunded upon successful completion of the course(s), provided the applicant is still in the employ of the Port Authority. Athletic fees and expenditures for textbooks and stationery are not refunded, except when such costs are included in the total tuition costs. Each employee obtaining education refunds benefits shall be personally responsible for any Federal, State and Local taxes which may be due on account of such refund to him/her.

B. Refunds are made only on receipt of evidence of payment and of certifications of the maintenance of an overall grade average of a full "C" (or its equivalent) or better at the undergraduate level and "B" or better at the graduate level for authorized course work. However, if the employee can demonstrate that receipt of a "C" at the graduate level is an acceptable grade in his particular school, the Personnel Department, based on its review of the individual case, may authorize full tuition reimbursement. Refund will be made for a "Pass" or "Complete" grade when the policy of the school is to grade courses with a "Pass-Fail" or "Complete-Incomplete" designation. Requests for refunds should be made within one year from the completion date originally shown on the application.

C. Refund Procedure

1. The employee secures official bursar's receipts for fees paid and certifications of grades, and forwards both, attached to the duplicate copy of the application, to the Personnel Director.

   a. An employee with an advance tuition payment outstanding, secures certification of grades and forwards the certification, attached to the duplicate copy of the application to the Personnel Director. The Personnel Director then advises the Comptroller's Department of successful completion of the course, and that the obligation for the advance payment has been satisfied.
b. An employee recovering partial tuition from other sources must report the amount received from these sources and attach appropriate documents to form PA 1020, Education Refund Application at the time the form is sent to the Personnel Director to process for refund.

2. After being checked in the Personnel Department, receipts and certifications of grades are attached to the original copy of the application and forwarded to the Comptroller.

3. The Comptroller's Department returns the certifications of grades, together with the refund, to the employee, retaining the receipts and original copy of the application for its file.

4. The duplicate copy of the application, indicating completion of course(s) is filed in the employee's personnel folder.

D. Tuition will be refunded at a rate of 100% under the conditions described in Pars. A and B above, except that the refunds will not exceed $75 per credit for college undergraduate courses and $90 per credit for graduate courses.

VII. Authorization for Special Courses

An employee may apply to his Department Director for special course approval where he or she can demonstrate that special consideration should be given for pursuit of correspondence courses and/or other training which do not appropriately fall within the framework of the Education Refund Plan. If the Department Director approves, he will state his reasons in writing and process the application as described above. Final approval will be made by the Personnel Director.
ISSUANCE AND USE OF PORT AUTHORITY PASSES

EXHIBIT T

1. 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:

<table>
<thead>
<tr>
<th>Husband</th>
<th>Father</th>
<th>Son</th>
<th>Brother</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wife</td>
<td>Mother</td>
<td>Daughter</td>
<td>Sister</td>
</tr>
</tbody>
</table>

This pass is not valid for use in airport parking lots.
2. Personal Passes

a. Form PA 378, Personal Passes, are issued upon request, in accordance with the pass allowance schedule given below, to Port Authority permanent and project employees, retired employees, and employees on military leave for use at tunnels, bridges and some air terminal parking lots.

The calendar year pass allowance is:

<table>
<thead>
<tr>
<th>Length of P.A. Service</th>
<th>Number of Books</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 9 months</td>
<td>None</td>
</tr>
<tr>
<td>9 months but less than 1 year</td>
<td>1</td>
</tr>
<tr>
<td>1 year but less than 7 years</td>
<td>4</td>
</tr>
<tr>
<td>7 years and over</td>
<td>5</td>
</tr>
</tbody>
</table>

Retired employees and employees on military leave receive the same allowance to which they would be entitled if their Port Authority service was not interrupted.

b. Use of Personal Passes is subject to the following:

(1) They are not transferable.

(2) They can be used for a motorcycle or an automobile (including attached trailer) in which the employee is riding.

(3) They are not valid in Parking Lot 6 (Pan American Roof Top) at JFKIA, and in Hourly Parking Lots A, B and C at Newark International Airport.

(4) Use of Central Terminal Area parking lots is limited to a maximum period of four hours at no charge. Employees parking beyond the four-hour limit are required to pay the regular public parking rate from the time the vehicle was initially parked. Use of the Long Term Parking Lots is limited to a maximum period of 24 hours at no charge. Employees parking beyond the 24-hour limit are required to pay the parking charges for time in excess of 24 hours, starting with first day rates. An employee who uses an airport parking lot must, on leaving the parking lot, write the parking lot ticket serial number on the personal pass, sign it, and sign the parking lot ticket before
submitting them to the parking attendant. If the parker is on official Port Authority business, he should pay the appropriate charge, ask for a receipt and submit it to the Port Authority for reimbursement.

(5) Use of Port Authority personal passes for free parking in airport public lots is a privilege for isolated instances of parking. Personal passes are not to be used to park while Port Authority employees are at their airport job.

C. Official Business Passes

Official Business Passes, form PA 430, are issued to contractors and other selected individuals who use tunnels and bridges or air terminal parking lots while making trips on Port Authority business in other than Port Authority vehicles. A pass holder who uses an airport parking lot must, upon leaving the parking lot, sign and date both the Official Business Pass (form PA 430) and the parking lot ticket, and submit both to the lot attendant. If the parker is on official Port Authority business, he should pay any charge over 24 hours based on the rate progression set forth in the Schedule of Charges, ask for a receipt and submit it for reimbursement to the Port Authority.

III Additional Free Use of Air Terminal Parking Lots, Tunnels and Bridges

A. Free parking at air terminal parking lots is provided for:

1. Port Authority vehicles. Except for Parking Lot 6 (Pan American Roof Top) at JFKIA and Hourly Parking Lots A, B, and C at Newark International Airport, the free use of air terminal parking lots is unlimited. When a Port Authority Vehicle Pass, form PA 684, is presented for payment, the employee must sign his name and print the P.A. vehicle number on both the vehicle pass and parking lot ticket, and submit both to the parking lot attendant. If the employee cannot present a vehicle pass he must sign his name and print the P.A. vehicle number on the parking lot ticket and submit it to the parking lot attendant.

2. Vehicles carrying newsmen and photographers with press passes. (Press vehicles which park in excess of 24 hours will be required to pay the parking charges for time in excess of 24 hours, starting with first day rate. Newsmen
with proper press credentials can park in excess of 24 hours at no charge in certain designated "long-term" airport lots provided they turn in to the cashier at time of exit, written permission (Port Authority Press Parking Permit) from the Port Authority Public Affairs Department or Airport Manager. In exceeding the time limit specified in the special parking permit for the "long-term" lots, newsmen are required to pay the parking charges for time parked in excess of the specified period, starting with the first day rates. In JFKIA Parking Lot 6 free parking time is limited to the first six hours of parking; after the expiration of the first six-hour parking period, the lot 6 parking charges shall commence.

3. Vehicles carrying the following persons on official business at the air terminal:

a. employees of public utility companies in company identified vehicles;

b. Federal, state or municipal police officers;

c. health, fire, building, labor or sanitation inspectors;

d. Federal Aviation Administration, Civil Aeronautics Board, Federal Communications Commission, and the National Transportation Safety Board employees; see the paragraph below for restrictions on the use of this privilege.

For Federal Aviation Agency employees stationed at the Federal Building, John F. Kennedy International Airport, free parking privileges are permitted in that area only, unless official duties require their presence at another air terminal or elsewhere at that Airport.

If such official business requires parking for more than 24 hours, prior permission must be obtained from the Airport Manager, otherwise the vehicle will be required to pay parking charges for the time in excess of 24 hours, starting with the first day rate.

4. Vehicles carrying employees of lessees and permittees whose leases or permits provide for free parking.

5. Vehicles carrying or waiting for any of the following and their official parties:

a. President and Vice President of the United States:
b. all U.S. Senators from and Governors of New York and New Jersey;

c. all U.S. Congressmen from the Port District;

d. Mayors of municipalities in which Port Authority air terminals are totally or partially located;

e. Chiefs of Staff of the Army and Air Force, the Chief of Naval Operations, the Commandant of the Marine Corps and Chiefs of Military Missions;

f. foreign Ambassadors and Consul-Generals or individuals of equivalent rank.

B. Free use of Parking Lot 6 (Pan American Roof Top) at JFKIA is not available to vehicles enumerated in Par. III, A, 1, 3 and 4.

C. Free use of tunnels and bridges is provided for:

1. Port Authority vehicles;

2. public utility vehicles providing the trip is necessary for inspection and/or repair to the crossing used;

3. police and fire equipment domiciled in the States of New York or New Jersey, providing such vehicles have permanent exterior identifying markings;

4. vehicles used in the course of an inspection tour conducted or approved by the Port Authority;

5. vehicles displaying civil defense placards and properly identified public utility equipment during official civil defense drills (provided prior notice of such tests has been received by the Port Authority) or in the event of enemy attack;

6. all ambulances other than commercial;

7. commercial towing vehicles returning from service calls on Port Authority property who use the facility are permitted free passage on the immediate return trip;

8. off-route vehicles are permitted free passage in both directions;
9. military convoys rendering aid pursuant to the terms of the New Jersey - New York Mutual Military Assistance Pact.

10. police and fire vehicles going to and from emergency calls.

11. vehicles operated by Port Authority contractors in connection with the performance of work under their Port Authority contracts.

IV. Requisitioning Passbooks

Passbooks are requisitioned from the Treasury Department in multiples of five by the organization unit head. Ticket and/or Pass Requisition and Receipt, form PA 281, is prepared in triplicate by the custodian and approved by the department head or facility manager. (See instruction on form PA 281 for distribution.)

V. Issuance of Passes

A. Annual Passes

Annual passes are in the custody of and are distributed by the Executive Director. The Executive Director furnishes a list of pass holders to the Directors of Aviation and Tunnels and Bridges for distribution to their facilities.

B. Commutation Passes

The custodian should be certain that the employee's residence and place of work require use of these passes. Passes are issued one book at a time by the custodian who checks the date the previous book was issued to control misuse. The employee inserts his/her name and the vehicle license number on the receipt (first page of book) and the vehicle license number, in ink, on the stub of the passbook. The custodian inserts the employee's name and the date issued on the receipt which is filed.

C. Personal Passes

1. Passes are issued, one book at a time, by the custodian, who checks the employee's allowance and the number of books previously issued to insure that the allowance is not exceeded. The employee signs the receipt and the custodian inserts the employee's name and the date on the receipt which is filed.

2. Passes for retired employees and employees on military leave are issued by the Personnel Benefits and Activities Division, Personnel Department upon request of individuals.
3. Department Directors are authorized to increase the scheduled allowance when the need is clearly demonstrated.

D. Official Business Passes

The custodian inserts the bearer's name, date and reason for issuance on the stub. The stub remains attached to the book.

VI. General

A. Employee Leaving Port Authority Service

The organization unit head is responsible for obtaining unused passes from employees leaving the Port Authority.

B. Transferred Employee

The organization unit head is responsible for informing the new unit on form PA 1904, Transmittal of Personnel Records, of the number of form PA 378 books issued during the current year and the date the last form PA 166 book was issued.

C. Unused Passes

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

D. Lost Passes

An employee immediately reports lost passes to the custodian who makes a notation of the loss on the receipt (see V, B or C above). Replacement of lost passes is authorized if, in the unit head's opinion, circumstances warrant.

E. Misuse of Passes

Charges are preferred, and the employee is subject to cancellation of the pass privilege for misuse of passes.
Sick Absence Disciplinary Policy

Good attendance is essential to the efficient and smooth operation of the Port Authority. All employees are expected to work all of their scheduled tours of duty. The Port Authority recognizes that employees become ill and experience other situations that prohibit them from working. However, excessive absenteeism adversely affects the operation of Port Authority facilities and, therefore, cannot be tolerated.

The Port Authority and the Union have, therefore, mutually developed this Policy and Five Step Automatic Progressive Discipline System.

Penalty points will be assessed for sick absence occasions as defined below. The accumulation of penalty points may result in the employee being placed in the Five Step Automatic Progressive Discipline System described herein.

Absence Penalty Points

One Penalty Point will be assessed for each occasion of sick absence as follows:

1. One Point will be assessed for each occasion of sick absence. Consecutive days off in the same occasion do not count as additional points.

2. No Points will be assessed for approved absences such as vacation days, personal days, jury duty, or other excused time.

3. The first occasion of a documented and approved Injury on Duty ("IOD") will not result in a Point. However, subsequent occasions for the same IOD are treated as sick absences and will count as additional points, unless the return to work was conditionally approved by OMS as described in §XIX - Injury on Duty Paragraph F.

4. No Points will be assessed for sick absences that result in a hospitalization or for absences due to a verifiable out-patient surgery where no hospitalization is involved. The employee must provide verification of hospitalization and/or out-patient surgery.

Five Step Automatic Progressive Discipline System

Local management must personally serve the employee with a written counseling memorandum before the employee can be placed in the Five Step System. The counseling memorandum will be issued when the employee has accumulated three (3) penalty points in a rolling 12 month period. When an employee is issued a counseling memorandum, a written warning, or a written reprimand pursuant to this Policy the Union will be provided with a copy.
Step 1: Upon the accumulation of four (4) penalty points in any rolling 12 month period, the employee will enter into the Automatic Progressive Discipline System and is issued a written warning.

Step 2: Upon the accumulation of five (5) penalty points in any rolling 12 month period, the employee is issued a Step 2 written reprimand with a five (5) day Compulsory Leave of Absence penalty held in abeyance.

Step 3: Upon the accumulation of six (6) penalty points in any rolling 12 month period, the employee is issued a Step 3 written reprimand with a fifteen (15) day Compulsory Leave of Absence penalty held in abeyance. Further, the five (5) day Compulsory Leave of Absence penalty held in abeyance at Step 2 is imposed.

Step 4: Upon the accumulation of seven (7) penalty points in any rolling 12 month period, the employee is issued a final written warning that the next point of absence in the 12 month rolling period will result in discharge from the Port Authority. Further, the fifteen (15) day Compulsory Leave of Absence penalty held in abeyance at Step 3 is imposed.

Step 5: Upon the accumulation of eight (8) penalty points in any rolling 12 month period, the employee is discharged from employment.

Special Provisions:

1) If an employee exhibits a continual pattern of repeated violations this may be deemed as an intent to circumvent the purpose of this Policy and may subject the employee to discharge. One example of a pattern of repeated violations is where an employee reaches Step 4, rolls back to Step 3 and reaches Step 4 again in a rolling twelve (12) month period.

2) All sick absence occasions to which this Policy applies will be calculated on a rolling twelve (12) month basis.

3) Beginning with calendar year 1999, those employees losing no time during a calendar year due to any unexcused absence, including sick absence or IOD, shall be awarded a $500 savings bond, to be issued on or before January 31st of the following year.

4) All current employees, except those listed on Attachment A, shall have their attendance records wiped clean as of the effective date of this Policy.

5) The President of the Union or his/her designee, may seek special consideration regarding a sick absence occasion by requesting a meeting with the Manager of the Labor Relations Division.
6) The President of the Union or his/her designee has the sole and exclusive right to request a hearing in connection with a discharge under this Policy. Such request must be made in writing to the Manager of the Labor Relations Division within five (5) business days of the date of transmittal of written notice to the Union of an employee's discharge. Transmittal of such notice shall be by certified mail, return receipt requested and the date of mailing will constitute the date of transmittal. The request for a hearing must be based on the belief that bona fide extenuating circumstances exist that caused the absence that triggered the discharge. The Hearing Officer will rule only on extenuating circumstances, with discharge being the only available penalty.

7) The parties hereby agree that this Policy shall become effective on April 18, 1999.
AGREEMENT

MEMORANDUM OF UNDERSTANDING NOV. 30, 1990
RE: PORT AUTHORITY - TWU
COMMUNICATIONS DESK

1. TBA employees once qualified for desk assignment need not re-qualify for that assignment thereafter, those employees will be redlined.

2. In the event a TBA is unable to do the job, no penalties shall be imposed and he/she shall be returned to his/her prior duties at his previous facility with her/her full seniority rights intact.

3. Payment at the higher rate will commence from day 1 of assignment at a Communications desk.

4. There will be no separate transfer list for communications desk positions. Desk TBA's who accept a transfer to another facility will transfer in their title of TBA to the appropriate salary step of the range. Upon assignment at the new facility, request desk officer training or, if qualified assignment under the normal facility placement for a desk position based upon seniority in title.

5. A 45 minute uninterrupted meal period will be provided between the third and fifth hour of the tour.

6. Any TBA who works more than two (2) hours on the desk of any tour will receive the desk pay for the entire tour that day.

7. There will be 7 TBA's permanently assigned to the Staten Island Bridges, and 5 permanently assigned to the other 3 facilities which have TBA's assigned to the communication desk, which are Holland Tunnel, Lincoln Tunnel, and George Washington Bridge.

8. A seven man schedule shall be jointly negotiated at the SIB utilizing two men for meal reliefs, should circumstances arise when TBA personnel cannot be from the facility, the meal relief period shall be covered by the desk TBA on duty who shall receive an additional 22 1/2 minutes at straight time for missing his meal relief.

9. With regard to any outstanding issues including, but not limited to reliefs meals, etc. (the parties agree that the factfinder will retain Jurisdiction.)

10. All TBA's who make meal reliefs at the desk, will receive $2 in addition to their regular wages.
1. If an employee at the completion of a tour wishes to go home but cannot because of snow conditions, the facility will accommodate the employee. The employee who opts to remain at the facility will not be paid. However, if subsequently that employee is needed and works, he/she will be paid at an overtime rate for any additional hours worked and for "sleep time".

2. If an employee is requested to remain at a facility beyond his/her normal tour because of snow conditions, that employee will be paid at an overtime rate for any additional hours worked. If an employee is requested to remain at a facility for that period of time spent sleeping, the employee will be paid at an overtime rate for sleep time.

This policy is meant to include only Facility Operations Agents, Senior Facility Operations Agents, Toll Collectors and Senior Toll Collectors, and all TWU Aviation Division Employees.
CLASS TITLE: Tunnel and Bridge Agent
PAY PLAN/LEVEL (RANGE): C/47
FLSA STATUS: Non-Exempt
DEPARTMENT: Tunnels, Bridges, and Terminals
JOB SERIES: Facility Operations

A. SUMMARY OF RESPONSIBILITIES:

Under the immediate supervision of a Patron Services Supervisor, performs a range of duties in connection with insureng efficient and safe facility operations. Receives both formal and on-the-job training, and is guided by oral and written instructions and regulations.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to higher rated Senior Tunnel and Bridge Agent, Tunnel and Bridge Agents do not typically perform a lead function.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

(The functions described below are indicative of the level and type of work performed in this classification. Incumbents in this class may perform a combination of the listed functions).

1. Patrols assigned areas to control and expedite the movement of traffic in accordance with traffic regulations and Port Authority procedures.

2. Operates emergency vehicles and equipment.

3. Clears traffic stoppages.

4. Responds to emergencies and removes disabled vehicles.

5. Fights fires and, when necessary, administers first aid. Functions as Fire Marshall for Tunnel and Bridge Agent equipment and systems.

6. Provides public service information to patrons in accordance with Port Authority procedures.

7. Patrols the catwalk at tunnel facilities; operates catwalk, cars, and communications equipment.

8. Performs Communications Desk duties at tunnel and bridge facilities.

9. Performs other comparable level related facility operations duties as required.

D. **JOB REQUIREMENTS:**

1. **Knowledge:**
   
   Understands facility operating and emergency procedures.

2. **Ability and Skills:**

   Understands and follows oral and written communications. Answers questions clearly and accurately. Prepares forms and reports related to the performance duties. Operates automotive and emergency equipment, including heavy duty tractors and catwalk cars.

3. **Physical Effort** - May stand for prolonged periods and may perform heavy manual work during emergency situations.

4. **Working Conditions:** Work rotating shifts and days.

5. **Qualifications:**

   a. **Education** - Graduation from a four-year standard high or vocational school or possess a recognized equivalency certificate.

   b. **Experience/Training/Licenses**

1. No work experience required.

2. Must possess Port Authority Drivers Classification Card (PA 1508A) for Class III type vehicles.

3. If a resident of New York State, must possess New York State Class II Driver’s License.

4. Must successfully complete training course in emergency garage procedures.

5. Will be trained in Communications Desk duties as required.
ATTACHMENT 4

CLASS TITLE: Senior Tunnel and Bridge Agent
PAY PLAN/LEVEL (RANGE): C/49
FLSA STATUS: Non-Exempt
DEPARTMENT: Tunnels, Bridges, and Terminals
JOB SERIES: Facility Operations

A. CHARACTERISTICS OF CLASS:

In the series of Facility Operations Classifications, this class oversees and participates on an assigned tour in the activities of Tunnel and Bridge Agents which include observing vehicular traffic, responding to vehicular stoppages, assisting patrons and operating emergency equipment at tunnel and bridge facilities. Work is performed normally in accordance with well-defined procedures and instructions, but requires the use of independent judgment in emergencies.

Essential characteristics of positions in the class are:

1. Acts as Crew Chief in handling emergency situations.

2. Instructs Tunnel and Bridge Agents and oversees their performance in responding to stoppages and emergencies.

3. Responsible for the operation and up-keep of an emergency garage including the readiness of emergency vehicles, auxiliary equipment and life saving devices.

4. Coordinates activities with Facility Police and Maintenance units as required.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to higher graded Pay Plan F Operations Supervisor classes, Senior Tunnel and Bridge Agents act as Crew Chiefs and lead and train Tunnel and Bridge Agents in garage operations.

As compared to similarly graded operations classes such as Information Agent II, Senior Tunnel and Bridge Agents have comparable lead responsibilities for instructing and overseeing the work of others in prescribed facility operating functions.

As compared to lower graded operations classes such as Tunnel and Bridge Agent, Senior Tunnel and Bridge Agents perform similar duties, but in addition are responsible for giving instructions and insuring that activities are properly carried out.

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(continued)
C. WORK RELATIONSHIPS:

    Receives instructions from a supervisor who reviews work for satisfactory progress and execution and for adherence to established procedures and standards.

    Gives instructions to Tunnel and Bridge Agents, oversees their performance of duties and corrects deficiencies in carrying out operating procedures.

    Coordinates activities with municipal fire and police personnel in emergencies.

    Assists facility patrons by providing vehicle toving, fire extinguishing and emergency first aid and gives directions to insure their safety in emergencies.

    Coordinates activities when required with Facility Police, Maintenance and Tolls units.

D. MAJOR FUNCTIONS (TYPICAL DUTIES):

(The functions described below are indicative of the level and type of work performed in this classification. Incumbents in this class may perform any combination of the listed functions or related work of comparable type of difficulty).

1. Removes disabled or damaged vehicles either by deploying manpower under his direction, or proceeding directly to the area to lead the operation.

2. Operates special purpose vehicles, extinguishes vehicular fires, provides for safety of patrons, protects facility structures and upon arrival of municipal fire department, assists as required.

3. Provides emergency first aid and assistance as needed.

4. Trains, leads and assists emergency garage Tunnel and Bridge Agents on procedures and equipment used in the emergency garage.

5. Provides needed assistance to patrons in emergency situations.

6. Leads all work performed by Tunnel and Bridge Agents in the emergency garage including operational testing and checking of motorized equipment, charging batteries, checking and bleeding of air compressors; checking speedometer calibrations, maintaining emergency breathing apparatus; maintaining records, logs and associated reports; cleaning and waxing vehicles as scheduled; changing tires and maintaining tire inventory and other associated duties. Also performs routines for general housekeeping in the garage area, filling fire extinguishers as well as maintenance and acquisition of garage related items.

7. May participate in snow removal duties.

8. Related duties as assigned.

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E. SPECIFIC RESPONSIBILITIES:

1. Human Resources: Responsible for patron safety at scene of stoppage, fire or other emergency on the facility. Also responsible for performance of Tunnel and Bridge Agents at these incidents.

2. Public Relations: Creates favorable public relations impression through proper, safe, and expeditious handling of incidents and emergencies. Responsible for calming patrons and assisting at these incidents. Provides proper cost-free service to the patrons of Port Authority facilities.

3. Physical and Financial Resources: Responsible for proper handling of Port Authority equipment and supplies, and for proper procedures in assisting patron vehicles at scene of stoppage or emergency.

4. Decision: Makes decisions affecting correct methods and procedures for handling disabled vehicles, the safety of patrons and firefighting procedures.

5. Planning: Not applicable.

F. KNOWLEDGE AND ABILITY:

1. Knowledge (Ability): Understand and follow oral and written communications. Give oral communications and instructions to other Agents. Answer questions clearly and accurately. Prepare forms and reports as required in relation to incidents handled. Knowledge of emergency equipment, all types of vehicles, towing and lifting procedures, etc., is also needed.

2. Physical Effort: May perform heavy manual work during emergency situations.

3. Mechanical Skills: Operates and uses automotive equipment including heavy duty wrecker, must be knowledgeable of the mechanical operation of various automobiles, trucks, tractor-trailers, busses, and other vehicles to facilitate their removal during stoppages and emergencies; must be familiar with braking systems, transmissions, and various mechanical systems of these vehicles to facilitate efficient handling, towing, lifting and other operations during stoppages and emergencies. Must have ability to use devices for assistance in breathing. Skills also must be sufficient to lead other Tunnel and Bridge Agents at the scene.

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(continued)
4. **Work Conditions:** Work rotating shifts and days; exposure to all weather conditions.

5. **Special Requirements:** Must possess a valid New York or New Jersey Driver's License and must possess a Port Authority Driver's Certificate Card (PA 1508A) for heavy equipment and a Class III Chauffeur's License if a resident of New York; must be qualified as a garage man at Tunnels and Bridges facilities.
THE PORT OF NEW YORK AUTHORITY
Tunnels and Bridges Department
Office of the General Manager

October 13, 1968

TOLLS OVERTIME ASSIGNMENTS

When Personnel Department Information Bulletin No. 38 - Seniority - was published, it was indicated that seniority in determining overtime assignments for tolls personnel would be handled separately. Working with Local 1400 of the TWU, this Department announces the publication of the enclosed Instruction - "Tolls Overtime Assignments."

This Instruction is an elaboration of the overtime policy described by me in a Bulletin issued on April 19, 1968 to all tolls personnel on the subject of RDO's and Overtime. In essence it provides for an equitable distribution of overtime to those who desire it, and the utilization of seniority rosters, inversely, to record overtime hours worked and make compulsory assignments. This Instruction will take effect immediately.

Arthur P. Tate
General Manager
T&B Operations Div.

Enc.
INSTRUCTIONS - TOLLS OVERTIME ASSIGNMENT

October 13, 1968

I

INTRODUCTION

The Instruction outlines the policy and procedures for maintaining facility overtime rosters and distributing overtime assignments among toll collectors as required by Personnel Department Information Bulletin #38, subject - Seniority.

II

POLICY

In recognizing the special and unusual needs of the toll collectors at the T&B facilities and the concomitant need to meet management's commitment to serve the public, unplanned conditions sometimes will require the extension of a tour of duty or the cancellation of a day off or a holiday to meet operating contingencies this department will -

1. Initially construct all rosters for compulsory overtime in inverse order of classification seniority at each facility.

2. Offer overtime opportunities to those eligibles who desire it before making compulsory assignments, and ...

3. In making compulsory assignments those eligibles with negative compensatory time will be chosen before those who have worked the least amount of overtime.

III

SENIORITY

In all instances where seniority is used in determining who shall work overtime, it shall mean classification seniority and will be applied in inverse order.

IV

OVERTIME AS AN EXTENSION OF A TOUR (Short Term Overtime)

A Voluntary Assignments

Overtime normally in the amount of four (4) hours or less, at the end of a tour, should first be covered by those qualified collectors assigned to the plaza where the need exists by those whose ending time is the same as or earlier than the starting time of the overtime assignment. (Supervisors may seek volunteers from other plazas if operating conditions so dictate.)

All those collectors meeting the above criteria will be contacted by the plaza supervisor and asked whether they
care to volunteer based on the following priorities.

1. The collector actually working the assignment where overtime is expected (Incumbent).

2. The volunteering collector with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

B Compulsory Assignments

If the overtime assignment(s) cannot be filled by volunteers the supervisor will make compulsory assignments from among those toll collectors whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

1. Those with negative compensatory time starting with the one who has the greatest amount.

2. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

C Substitutions

Substitutions will be permitted if they are qualified and can meet the starting time.

V CANCELLATION OF RDO OR HOLIDAY

A Constraints

In calling in toll collectors for overtime assignments on holidays or regular days off, care must be exercised to ensure that the constraints listed below are not violated except when essential to meet operating contingencies and then only after assurance that all possibilities for voluntary assignments have been exhausted.

1. No collector shall work two full consecutive tours (16 hours).

2. At least one tour (as described in PAI 20-3.07 II D 3) shall separate the last tour wherein a collector worked and the tour she reports back to duty.

3. A collector shall have at least one regular day off of any series of days off (including holidays).

4. Regular days off contiguous to either end of a vacation period shall not be cancelled.
B Overtime Volunteers

So that overtime opportunities can first be offered to those who desire it before compulsory assignments are made, all collectors seeking these assignments will be permitted to submit their names as overtime volunteers. This will then be indicated by an appropriate symbol next to their names on the Overtime Work Roster.

1. Overtime opportunities will first be offered to those overtime volunteer collectors who work the tour wherein the overtime assignment exists and are on RDO or holiday starting with:

   a. Those who owe four (4) or more hours of negative compensatory time starting with the collector who owes the most time.

   b. Those who worked the least amount of overtime.

2. If no volunteers are available from the volunteer list for the affected tour, the volunteer list for the next tour will be used in the order described in 1 above; e.g. from 8-4 tour list to 4-12 tour list, from 4-12 tour list to 12-8 tour list.

3. Overtime volunteers who refuse two (2) overtime assignments in 30 days will lose their overtime volunteer designation for a three month period.

C Compulsory Assignments

If no volunteers are available compulsory assignments will be made.

1. Negative Compensatory Time

   a. Collectors with negative compensatory time of four (4) or more hours, who work the tour wherein the overtime assignment exists and are on an RDO or holiday, will be assigned the overtime starting with the collector who owes the most time.

2. Least Amount of Overtime Worked

   a. Collectors who work the tour wherein the overtime assignment exists, and are on an
RDO or holiday will be assigned the overtime starting with the collector who worked the least amount of overtime hours.

3. Coverage From Other Tours

If no collectors on the affected tour can be contacted the supervisor will consult the next tour's list for collectors with:

a. Those with four (4) or more hours of negative compensatory time.

b. Those with the least amount of overtime.

4. Substitutions

Substitutions will be permitted if they are qualified.

VI EARLY CALL IN

Whenever operating conditions require an assignment be covered before its regular scheduled starting time, it will be covered by the qualified assigned collector in terms of scheduled reporting time and technical abilities required.

VII OVERTIME WORK ROSTERS

The Overtime Work Roster will be used to obtain overtime coverage whenever its use is called for in this Instruction.

A Description

1. The Overtime Work Roster shall consist of a listing of all toll collectors, by tour, assigned to a tolls unit in the order of classification seniority.

2. Columns shall be maintained alongside the list of names to record the date, the number of overtime hours worked, and refusals by collectors on volunteer list.

3. The last column shall show the cumulative number of hours worked by each collector.

4. In the event an employee is not given the opportunity to work an overtime assignment in accordance with this procedure the employee will receive payment equal to the time of the employee who worked.
B Maintenance of Roster

1. Overtime hours worked will be maintained on the Overtime Work Roster for periods of one year beginning April 1, with each new roster starting at zero.

2. Roster will be updated daily.

3. A current copy of the roster shall be posted and available for review by all toll collectors.

C Time Transfer

1. Collectors transferring from one facility to another will carry their overtime record with them.

2. Collectors reporting to a facility directly from initial training will be credited with the amount of time possessed by the facility collector with the least amount.

3. Collectors who are sick for 30 or more consecutive days shall be credited, for each 30 day period, the monthly average possessed by them on the current list before their illness.

D Implementation

1. When overtime assignments must be made via the overtime work roster, supervisors will:

   a. List the names of those collectors who are eligible and next to each name place the amount of cumulative overtime worked.

   b. Assignments will be made starting with those who have the least amount of overtime hours worked.

   e.g. On April 1, the list will show no one with overtime hours. At this time assignments will be made starting with those who have the least seniority.

VIII NEGATIVE COMPENSATORY TIME ROSTER

A Description

1. The Negative Compensatory Time Roster shall consist
of a listing of all toll collectors within a specific tolls unit who owe time.

B Maintenance of Roster

1. Negative Compensatory Time Roster will be maintained perpetually by tour and updated daily.

2. A collector incurring negative time will have this time posted next to her name on the Negative Compensatory Roster issued the following day.

3. Negative time worked off under conditions which would ordinarily be described as overtime will not be paid premium rates nor will these hours be placed on the Overtime Work Roster. Only that time worked after all negative time is consumed will be treated as overtime.

4. A current copy of the roster shall be available for review by all toll collectors.

C Implementation

1. When overtime assignments must be made via this roster, supervisors will:

   a. List the names of those collectors who are eligible for overtime assignment and next to each name place the amount of time owed.

   b. Assignments will be made starting with those who have the greatest amount of time owed.

IX TOOLS POOL

The Tolls Pool will be considered a Tolls Unit and will adhere to the requirements of this Instruction.

A. Short Term Overtime

Pool collectors working a facility where a short term exists will be treated the same as facility collectors. They will be permitted to volunteer and will also be subject to compulsory assignment if their overtime or owed time records so require. These records will be obtained from the Pool Dispatcher.
B Cancellation of Regular Days Off and Holidays

The Pool will cover its commitments by cancelling RDO's or Holidays as described in this Instruction.
DISTRIBUTING OVERTIME WORK ASSIGNMENTS

SENIOR TBA AND TBA

I. POLICY

This procedure is intended to standardize the recording and distribution of all overtime, both with respect to opportunities and actual hours worked. Although overtime hours may be accumulated by different means, i.e., scheduled overtime, holdover, early-call-in, RDO cancellation, etc., true equalization requires distribution on an equal basis for all employee in the unit who are available to qualified insofar as this as possible consistent with efficient and economical operations.

II. ASSIGNMENT OF RESPONSIBILITIES

A. The Tour Supervisor is responsible for administration of a fair and equitable system.

B. A clerk in the operations office will maintain a master overtime roster and provide a copy on a daily basis to the FS-4.

C. The FS-4 will utilize the copy of the overtime roster as the basis for non-scheduled overtime assignments and ensure the recording of appropriate opportunities or hours worked.

III. RECORDS

A. The overtime roster, is to be used to record all overtime work or work opportunities declined. The form provides for the listing of each employee and a box for each day of the month. The FS-4 will indicate in the top portion of the appropriate box, for the day and the individual the overtime hours either worked or declined, and add the new hours to the previous total entering the new total in the lower half of the box. (Red will be use for hours refused, Blue for hours worked and also for total hours).

B. TBA Cancellation Voluntary

A log book will maintained at the FS-4 desk in which a TBA or Sr. TBA can indicated his availability to work his scheduled RDO and the specific tours for which he is
available. After entering his or her name he should indicate the tours for which he is available by placing an "X" in the appropriate column. He or She must also at that time place an "O" in any tour he or she is not interested in working. If any change is made subsequent to the entry of availability, the change must be initialled by both the employee involved and the FS-4. This of course is to prevent tampering. RDO cancellations will be made from this voluntary list before cancelling RDO's from any other source. The results of cancellation or cancellation attempt will be recorded by the FS-4 in the appropriate column next to the "X". In this way the FS-4 on subsequent tours will know a cancellation has been effected.

IV. CHARGING OVERTIME HOURS

A. RDO Cancellation voluntary.

The actual hours worked will be charged when an employee is cancelled from the voluntary list and works an RDO.

B. Eight (8) hours (red) will be charged when an employee on the voluntary list is either called for a requested tour and is unavailable or refuses the assignment.

C. No employee can accumulate more than (8) hours in one day.

V. OTHER OVERTIME

A. Holdovers or early call ins will be offered to all available employees starting with the employee with the lowest total hours. The actual total hours of all available employees will be recorded in the remarks section of the appropriate roll call by the FS-4 at the time the overtime requirement is apparent. Each employee will be contacted starting with the employee with the lowest total hours until the manpower need is satisfied. Each refusal will be documented and each individual will be charged with four (4) (red) hours.

In the case of early call ins each individual who refuses will be charged with four (4) red hours. No charge will be made if the supervisor is unable to establish contact with the employee.

VI. RDO CANCELLATION OTHER THAN BY REQUEST

A. In the event the Voluntary RDO cancellation list is exhausted and it is necessary, the FS-4 will call employees on RDO who are not in the log book.
B. Available employees will be contacted beginning with the employee with the lowest total hours. Hours will be charged only for hours worked.

C. No hours will be charged if contact cannot be established or work refused.

VII. LIMITATIONS ON OVERTIME WORK

1. To fill a full tour

   A. First try to cover with an RDO from the log book
   B. Second try to cover with a holdover and early call in
   C. Third try to cover with a second RDO from log book
   D. Fourth try to cover with RDO not in log book
   E. Fifth try to cover with vacation
   F. No employee will be permitted to work (8) hours on a holdover or early call in

VIII. In the event an employee is not given the opportunity to work an overtime assignment the employee will receive payment equal to the time of the employee who worked.

IX. COMPULSORY ASSIGNMENTS

If the overtime assignment(s) cannot be filled by volunteers, the FS-4 will make compulsory assignments from among those TBA's whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

A. Those with negative compensatory time starting with the one who has the greatest amount.

B. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

Note: If the FS-4 is unavailable, the next level or supervisor will act in his/her stead.
TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: July 22, 1968
SUBJECT: SENIORITY

CCFY TO: Personnel Division Managers; Employee Organization Representatives

INFORMATION BULLETIN NO. 38

The following procedures will apply to all Service C employees in the application of seniority, with the exception of the handling of overtime assignments in the Tolls units of the Tunnels & Bridges Department. A Tunnels & Bridges Department Instruction will be issued shortly that will govern the application of seniority for Service C tolls personnel in that particular respect.

Within each classification, Port Authority seniority (length of Port Authority service) will take precedence in picking vacations. Classification seniority (length of service in your class title) will take precedence in the compilation of initial overtime rosters and work assignments (where appropriate). Questions concerning classification seniority may be referred to the Administrative Division of the Personnel Department for determination of an employees' "seniority-in-grade" date.

VACATIONS

Each facility will publish an annual vacation schedule indicating the periods when operating conditions will permit vacations to be taken and the number of employees in each class of each work group who will be permitted to pick vacations during those periods. Where operating conditions permit, provision should be made for scheduling vacations throughout the year.

Employees picking vacation periods will do so in minimum periods of one week and maximum periods of two weeks in order of their Port Authority
seniority. Employees entitled to three or four weeks vacation and wishing to take all vacation at a single time will do so in seniority order during the second series of picks. Employees with five weeks vacation and wishing to take all of it at one time will do so in a third series of picks.

When approved by management, employees will be permitted to take single vacation days. Such days will be deducted from the least desirable pick, which is understood to be the last pick made by each employee. All vacation must be used by the end of the last scheduled work day in each year.

OVERTIME

For a given work unit, overtime rosters will be compiled, according to class seniority at the beginning of each year. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster, as opposed to picking the next employee on the roster for an overtime assignment. This equalization process should conclude on the last scheduled work day of the year for each work group, and a new roster should then be developed for the following year on the basis of classification seniority within each work group.

MUR PREFERENCE

When a permanent tour assignment becomes vacant, the senior employee in the work unit in the classification to be filled should be offered the position. Unless the position requires special abilities, this procedure must be followed. No schedule change premiums will be paid for position or squad changes made under these conditions.

[Signature]

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Morrie C. Callas
Personnel Director
TO: All Unit Heads  
FROM: Office of the Personnel Director  
DATE: March 5, 1976  
COPY TO: Personnel Division Managers, Employee Organization Representatives

INFORMATION BULLETIN NO. 50

This bulletin is intended to resolve questions which have been raised regarding the determination of classification seniority for classified employees. The following sequence of criteria are used to determine the order of classification seniority:

1. Classification seniority date (seniority in-title)
2. Port Authority employment date
3. Signature date on the employment application
4. Qualifying test score for the classification where applicable
5. Training program test score for the classification where applicable

In the event of a tie between employees in any of the above categories, the next criterion serves as the tie breaker.

[Signature]
E. C. Gallas  
Personnel Director
August 14, 1984

Ms. Shirley Kelly
Vice-President
Local 1400 - TWU
Ferry Plaza Building
Edgewater, NJ 07020

Dear Shirley:

As a result of recent discussions regarding on-the-job-training for toll collectors, the following provisions effective March 13, 1984 were agreed upon:

a. Every toll collector who trains will receive a flat fee of $20.00 (See para. 43 and contract is $.1125). This special payment does not preclude the payment of overtime, if overtime is necessary and approved by the Tolls Supervisor.

b. Facilities will compile an annual list of volunteers and choose from that list those toll collectors considered good performers. 404 ratings and patron complaints will be some of the criteria used in making the selections. At least one year's seniority will be required before a toll collector can be placed on the list.

c. Each facility Shop Steward will review the annual list before it is made final. The list will become final when agreement is reached between the Shop Steward and facility staff.

d. If there are no listed volunteers scheduled to work on a facility when there is a training need, the facility will ask an unlisted toll collector considered best-qualified and will pay to that toll collector the special payment of $20.00.

Sincerely,

[Signature]

Antony J. Barber
Deputy Director
Tunnels, Bridges and Terminals Department

Concurred: [Signature]

Louis J. L'Capra
Assistant Director
Personnel Department

(212) 466-8891
Part-Time Toll Collector Program

1. During the term of this Agreement, the Port Authority will maintain no less than 250 Toll Collectors of which 50 may be part-time Toll Collectors.

2. During the term of this Agreement, no Toll Collector will be subject to lay-off.

3. Part-time Toll Collectors may work an average of not more than twenty-eight (28) hours per week nor less than sixteen (16) hours per week. Tours will consist of a minimum of four (4) and a maximum of eight (8) hours. Part-time Toll Collectors will be assigned to the day or afternoon shifts only. Meal and relief periods on an eight (8) hour tour will be the same as for a full-time Toll Collector. For a four (4) hour tour, a thirty (30) minute break will be provided. Tours will be scheduled at least one (1) week in advance. Work schedules will be governed by the Work Schedule PAI annexed as Exhibit "L" and will be agreed to by the Union. Starting times for tours will be the same as for full-time Toll Collectors.

4. Part-time Toll Collectors will have the same health, dental, and life insurance benefits as full-time Toll Collectors.

5. Wages (hourly rates) and longevity (percentage schedule) for part-time Toll Collectors will be the same as for full-time Toll Collectors.

6. Part-time Toll Collectors will be assigned to cover scheduled deficiencies. Part-time Toll Collectors scheduled as excess will fill any position that becomes vacant on that tour. There will be no equalization of prime time off or arduous assignments for part-time Toll Collectors.

7. Part-time Toll Collectors will have separate transfer lists. They will be issued the same uniforms as full-time Toll Collectors and they will be subject to the same performance standards as full-time Toll Collectors. Part-time Toll Collectors will be eligible for overtime after full-time Toll Collectors.

8. Part-time Toll Collectors will be afforded the option to join the retirement system.

9. Part-time Toll Collectors will receive the same allowance of holidays, personal, and vacation days as full-time Toll Collectors, except that a day's allowance equals 4.5 hours. Sick days will be earned on the same basis as full-time Toll Collectors with each day equaling 4.5 hours.

10. Part-time Toll Collectors will not receive prep time.
## TWU Part-Time Toll Collectors
### Hourly Rates and Biweekly Longevity

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219
A. SUMMARY OF RESPONSIBILITIES

Under the direct supervision of an Operations Group Supervisor, the Airport Operations Agent is responsible for sound monitoring and assisting in the coordination of field operations and ramp activities. Incumbents primarily perform indoor agent duties of a sound monitor or outside agent duties of ramp aircraft agent, construction operations agent, or bird patrol agent. This class normally work independently with some guidance, but is primarily guided by established methods and procedures or written or oral instructions.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated classification of Senior Airport Operations Agent who has lead responsibilities and is an indoor agent responsible for ramp coordination and dispatching as well as Operations Unit communications coordination, the Airport Operations Agent class works as a sound monitor, outside aircraft agent, construction agent, or bird patrol agent.

As compared to the lower rated classification of Sky Cap which performs unskilled baggage handling activities and provides patrons with information concerning airport facilities and services, the Airport Operations Agent class performs technical duties by providing ground assistance to general aviation aircraft, overseeing airport construction projects or sound monitoring.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)

As an Indoor Agent:

1. Monitors automatic permanent sound recording equipment at remote sites for all noise readings by jet aircraft and maintains appropriate records. Directly notifies airlines any time noise violations occur.

2. Contacts airline operators for necessary information relative to maintaining daily records. Monitors aviation frequency radios to record aircraft movements.

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(Continued)
As an Outdoor Agent:

1. Meets transient aircraft and directs them to assigned ramp positions or to parking and tie-down areas.


3. Guides all transient aircraft using the Port Authority general aviation area.

4. Assists transient aircraft pilots in arranging for servicing and maintenance of aircraft.

5. Computes and collects airport use fees from aircraft operators.


7. Coordinates ramp activity use during construction or snow removal periods with outside contractors, airlines and government agencies. Under direction of an Operations Supervisor, leads and directs Port Authority and contractor snow removal teams in specific areas.

8. Operates patrol vehicle in order to monitor, move, and control birds in active airport areas, as part of the Bird Hazard Reduction Program.

9. Responds to all alerts. Leads municipal fire fighting equipment to emergency sites. May drive Port Authority equipment to point on field designated for emergency alerts or to scene of crash. Posts notifications for Airmen such as weather notices, hazard bulletins and other safety items. May participate as a member of the crash crew in emergency and rescue assignments.

D. JOB REQUIREMENTS

1. Knowledge:

   Must have sufficient knowledge to recognize types of aircraft.

   Thorough familiarity with airport traffic control, characteristics of airline operations and terminology used in aviation activities, including aircraft guiding hand signals.
2. **Ability and Skills:**

Must be able to operate and monitor aviation frequency and and All-Facility radios, and to understand blueprints.

Must be able to operate standards, as well as sound monitoring and noise analyzing equipment, including mobile unit tape recorder.

3. **Physical/Medical Requirements and Effort:**

Vision not less than 20/100 each eye without glasses; with glasses, 20/40 each eye.

No color confusion.

No impairment of back or extremities which interferes with job performance.

No allergies which interfere with job performance.

Occasional heavy demands in emergency rescue and fire fighting crew.

4. **Working Conditions:**

Exposure to hazards of emergency work.

Works rotating shifts.

Exposure to all types of weather conditions.

5. **Qualifications:**

a. **Education:**

Graduation from a four-year high school or vocational school or possess a recognized high school equivalency certificate.

b. **Experience/Training/Licenses:**

Possess a valid New Jersey or New York driver's license and, on certain assignments, must obtain a Port Authority driver's qualification card (PA 1508A) for Class III type vehicles in addition to a Class III Chauffeur's license if he/she is a New York State resident.
A. SUMMARY OF RESPONSIBILITIES

Under the direct supervision of an Operations Group Supervisor, the Senior Airport Operations Agent leads Airport Operations Agents and is responsible for communications coordination, and indoor ramp coordination and dispatch activities. Responsible for the performance and safety of lower graded staff, and are guided primarily by established methods and procedures or by written and/or oral instructions.

B. RELATIONSHIP TO OTHER CLASSES

As compared to the higher rated classification of Operations Group Supervisor which has diversified responsibilities in the position as sound monitor supervisor or outside ramp supervisor, the Senior Airport Operations Agent class performs a lead function over a work shift or is immediately responsible for being communications coordinator or ramp dispatcher.

As compared to the lower rated classification of Airport Operations Agent which is a sound monitor or outside ramp agent, the Senior Airport Operations Agent class functions in a lead capacity, must have a greater knowledge of airport operations and scheduling, and is an indoor agent who is communication coordinator, ramp coordinator or dispatcher.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES)


2. As an indoor ramp coordinator or operations agent dispatcher, coordinates and dispatches ground transportation services as required by general aviation passengers. Oversees operation and maintenance general aviation terminal.

3. Completes records of transient aircraft operations and assesses appropriate fees. May collect fees in accordance with fee schedules.

(Continued)
4. Reserves ramp areas for special functions and ceremonies including the arrivals and departures of dignitaries where special escorts and security forces are involved.

5. Coordinates ramp activities with line striping and other maintenance work. Notifies airline and/or Fixed Based Operator ground service personnel of unscheduled aircraft landings, particularly during periods of inclement weather.

6. Under direction of an Operations Supervisor, leads and directs Port Authority and contractor snow removal teams in specific areas.

D. JOB REQUIREMENTS

1. Knowledge:

Must have knowledge of general aviation aircraft, airport traffic control, characteristics of airline operations and terminology used in aviation activities, and applicable Federal Aviation Agency rules and regulations as well as Port Authority airport operations policies and practices.

2. Ability and Skills:

Requires the ability to make decisions quickly, to instruct and direct the work of others, and to prepare records with speed, accuracy, and clarity.

Must maintain effective relationships with tenant airlines, pilots and the public.

Maintains control chart and assigns time allotments and gate positions to all airline and transient aircraft.

Notifies airlines, tower and government agencies of gate assignments, and operates Flight Information Board at KIA as well as the Flight Information Board at the International Arrivals Building at KIA.

3. Physical/Medical Requirements and Effort:

Vision corrected to at least 20/40 each eye.

No color confusion.

No impairment of back or extremities which interfere with job.

No allergies which would interfere with job performance.

(Continued)
Participates in various emergency situations.

4. Working Conditions:
   Exposure to outdoor weather conditions.
   Works rotating shifts.

5. Qualifications:
   a. Education - Graduation from a four-year high school, vocational school or possess a recognized high school equivalency certificate.
   b. Experience/Training/Licenses - Two years full-time paid work experience in the aeronautical operations field at the journey-level of Airport Operations Agent. Possess a valid New York or New Jersey driver's license and, on certain assignments, must obtain a Port Authority driver's Certificate Card (PA 1508A) for Class III type vehicles in addition to a Class III Chauffeur's License if a New York State resident.
The following is the Agreement between the Port Authority of New York & New Jersey and Local 1400 T.W.U. on the classification known as Bus Terminal Agent.

1. The position of Bus Terminal Agent (B.T.A.) will be offered as a promotion opportunity. The following will be the qualifications for the position of Bus Terminal Agent(s).

   a. Education
      Eight grade minimum educational requirement AND two (2) years full-time paid work experience in Operations.

   b. Experience/Training/Licenses.
      Must possess valid New York or New Jersey driver's license.

2. The salary range will be range 47 set forth in the TWU agreement.

3. The job specification will be mutually agreed upon. The duties are outlined in job specification # 2021 (attachment A).

4. The staffing of the Operations Center will have a minimum of three (3) Bus Terminal Agents positions on the day tour, three (3) Bus Terminal Agents on the afternoon tour, and one (1) Bus Terminal Agent on the midnight tour.

5. Partitions will be erected to provide safety and security for the personnel working at the Operations Center. Said partitions will be maintained at all times.

6. Should another union be awarded jurisdiction by the P.A.L.R.P. over any or all of the B.T.A. work, the Port Authority and the TWU will negotiate the impact of such award upon the TWU membership.
7. The nine (9) existing FOA's will be
"Grandfathered" into the new title of Bus Terminal
Agents, the nine (9) FOA's will remain as FOA's at
the Bus Terminal star rated for salary, and
benefits should the event anticipated in paragraph
six (6) here occur.

8. The Port Authority's policy, under its
By-Laws, of indemnification and defense of its
employees against civil liability for which an
employer is responsible under the law of
agency, is specifically applicable to Bus Terminal
Agents acting in the course and within the scope
of their employment as outlined in (attachments
B&C).

9. A one (1) hour uninterrupted meal period will
be provided for each Bus Terminal Agent between
the third and fifth hour of each tour.
(a) 30 minute break will be given each Bus
Terminal Agent during the course of the tour. This
break may be given at two (2) 15 minutes breaks.

10. For the purposes of training, schedules may be
rotating for a maximum of three (3) months, after
which there will be nine (9) Bus Terminal Agents on
steady days, nine (9) Bus Terminal Agents on steady
afternoons, and three (3) Bus Terminal Agents on the
midnight tour. All schedules will be in conjunction

11. No Bus Terminal Agent will be assigned to more
than two (2) consecutive hours at the Operations
Center.

The within Bus Terminal Agent agreement consisting
of five (5) operative paragraphs and three (3)
Attachments is hereby agreed between the parties
the 18th day of May, 1967.

TWU, Local 1400

By

Ron Trivisonno, President

Port Authority Of NY & NJ

By

Dwight Darcy, Manager Labor Relations

May 18, 1967/ JB
A. SUMMARY OF RESPONSIBILITIES:

In the series of Terminal Operations classes, the Bus Terminal Agent is responsible for monitoring bus operating areas and other public areas, including taxi loading zones, to maintain safe and efficient operating conditions at the Port Authority Bus Terminal. Bus Terminal Agents also monitor closed circuit television screens to advise responsible personnel of adverse conditions and provide public service information and assistance to patrons as required. Work is normally performed under the close supervision of an Operations Supervisor who reviews work on a shift basis. Incumbents are assigned rotating shifts, and are primarily guided by oral and written instructions and regulations.

B. RELATIONSHIP TO OTHER CLASSES:

As compared to the higher rated Junior Operations Supervisor classification which has supervisory responsibility for Baggage Handlers and Red Caps, the Bus Terminal Agent has no direct supervisory responsibilities.

As compared to the lower rated Information Agent classification whose function is to provide information to Bus Terminal patrons, the Bus Terminal Agent classification is responsible for monitoring pedestrian and carrier traffic to ensure operations are proceeding safely and efficiently.

C. SPECIFIC FUNCTIONS (TYPICAL DUTIES):

1. Inspects all operating areas in the Bus Terminal, reporting malfunctions of equipment, e.g., escalators, elevators, telephones, insufficient illumination and other untoward conditions.

2. Reports damage to or improper condition of Port Authority and tenant property, safety hazards, spillages and debris accumulations and any directional signs in need of repair or replacement.


4. Monitors peak period pedestrian traffic as assigned, moving and setting up queue line stanchions as required.
5. At Operations Control Center, monitors closed circuit television, alarms and building operating functions, and operates telephone, and facility radio communications making appropriate notifications to staff. Operates public address and Transcom equipment as needed.

6. Responds to simple patron inquiries and complaints, referring those of more complex or serious nature to supervisor.

7. Performs such duties as crowd control, signing, and stanchioning as directed. Transports sign and flyer holders within PABT.

8. Assists in emergency situations, as directed by Operations Supervisor and Police Superiors.

9. Maintains forms, reports and daily operating logs.

10. Dispatches Red Caps via various electronic means.

11. Monitors and controls taxi line, as required.

D. JOB REQUIREMENTS:

1. Knowledge

Knowledge of Port Authority Bus Terminal organization and operations, as well as type and location of facility services.

2. Ability and Skills

Monitors and operates facility radio and Operations Control Center equipment, including CCTV hardware, building systems computer, building systems alarms, security alarms, wheelchair lift, telephones, telecommunications equipment and intercoms.

Ability to understand and follow oral and written instructions, respond to patron inquiries and requests, and prepare forms and reports related to the performance of duties.

3. Physical/Medical Requirements

(a) Prolonged periods of standing, walking and monitoring of CCTV and CRT screens;
(b) Not less than 20/100 each eye, with glasses 20/40 each eye
(c) No impairment of back or 3extremities which interferes with job performance

(Continued)
(d) No color confusion

4. **Working Conditions**

Works rotating shifts and days off.

Some exposure to weather conditions.

5. **Qualifications**

a. **Education** - Eighth grade minimum educational requirement and two (2) years full-time paid work experience in Operations.

b. **Experience/Training/Licenses** - Must possess valid New York or New Jersey driver's license.
DISTRIBUTION OF OVERTIME WORK ASSIGNMENTS
TWU AVIATION DIVISION EMPLOYEES

ATTACHMENT 14

I. Policy

This procedure is intended to standardize the recording and distribution of all overtime, except snow overtime for TWU employees assigned to maintenance, both with respect to opportunities and actual hours worked on an equal basis for all employees in the unit who are available and qualified.

Overtime will be voluntary in accordance with the following procedures except in emergency situations such as incidents, events or occasions of natural or other causes which threaten the life or safety of people, the operation or the physical integrity of the facility. Examples of emergencies include aircraft accidents, hijack or bomb threats, flooding, hurricane, snow and other serious weather threats.

II. Records

A. For a given work unit, overtime rosters will be compiled, according to class seniority beginning with the first pay period of each year. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster for an overtime assignment. This equalization process should conclude on the last scheduled work day of the last pay period of the year for each work group, and a new roster should then be developed for the following year on the basis of classification seniority within each work group.

B. A daily record of overtime hours offered, worked or refused by each employee shall be maintained in a Master Overtime Work Roster by supervisory personnel.

C. A current copy of the Overtime Work Roster will be posted daily for review by unit personnel.

D. All overtime will be assigned and accounted for in minimums of 15 minute intervals.

III. Procedure

A. Except as noted below, overtime will be offered to employees in the ascending order of their total overtime (worked and refused) actually attained or scheduled to be worked at the time the overtime is offered.

B. The Overtime Work Roster will serve as the reference source for each employee's total overtime.

C. Overtime Solicitation Priorities
1. Full Tours
   a. First - employees on RDO; Employees on vacation who indicate in writing to their supervisor that they wish to be called.
   b. Second - combination of holdover and early-call-in
   c. Third - full tour holdover or call-in
   d. Fourth - next higher classification(s) in the bargaining unit.
   e. Fifth - Substitution of lower classification personnel. In the event a substitution is necessary, and where a promotion eligible list exists, the employee assigned to the unit achieving the highest rank on the promotion list who is working the tour that must be filled shall be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job. If no list exists or all those on the list refuse or are not available, the next senior person by classification who is adjudged qualified by the unit supervisor will be offered the overtime.

NOTE: If the call creating the vacancy is received after 11 p.m., a one (1) hour period after receipt of the call (not to extend past 1 a.m.) may be utilized to solicit coverage.

2. Partial Tours (i.e., lateness of incoming employee)

   The partial tour will be covered by holdover or early call-in (solicited from the Overtime Work Roster) based on ending time which is closest to the commencement of the partial tour overtime.

3. Extended Tours
   a. If a tour must be extended because of workload, i.e., later arrival of aircraft at IAB or contractor working beyond expected completion time, the overtime will be offered to the person working the position directly involved.
   b. If the person already performing the work will not accept the overtime, it will be offered as a holdover to an employee of equal classification performing the same assignment or work detail.
   c. If such employees are unavailable, the overtime will then be offered in order of least total overtime worked to those of proper classification and qualification who are on duty.
D. Telephone Notification
When overtime is offered via telephone, instances of "no answer", "not at home" or machine answered calls will be documented as overtime hours having been offered, but they will not count toward work refused or total overtime totals.

E. Refused Overtime
Employees will be charged an amount equal to the number of hours overtime they were offered but not to exceed eight (8) hours in a calendar day. (If overtime is worked within that calendar day, only the hours worked will be posted). Four (4) hours is the maximum number of hours that can be charged for a holdover or early call-in.

IV. In the event an employee is not given the opportunity to work an overtime assignment in accordance with this procedure, the employee will receive payment equal to the time of the employee who worked.

V. Compulsory Assignments
If the overtime assignment(s) cannot be filled after all of the above by volunteers, a supervisor will make compulsory assignments from staff whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

A. Those with negative compensatory time starting with the one who has the greatest amount.
B. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

NOTE: Employees who refuse to work a compulsory assignment due to a demonstrable personal emergency, i.e. sickness or death in family, child care problem, will not be disciplined.
Intentionally Left Blank
TO: Department Directors, General Managers, Facility Managers
FROM: Personnel Director
DATE: February 21, 1967
SUBJECT: COLD WEATHER ASSIGNMENTS OF EMPLOYEES OVER 60 YEARS OF AGE

COPIES: (PAA Distribution List)

INFORMATION BULLETIN NO. 22

A number of questions have arisen concerning cold weather and snow removal assignments of employees over 60 years of age. For your information, the following guidelines should be applied in scheduling such duty:

1. Field supervisors should be aware of, and should carefully observe medical restrictions applicable to employees who are over age 60, which limit or prohibit such employees from being utilized for outdoor work assignments in severe cold or under snow conditions.

2. Employees over age 60 and with no medical restriction may be assigned to the same work as other employees during severe cold and/or snow conditions provided the difficulty or degree of exertion required of such an employee under these conditions does not exceed that which is required during the normal course of his regular recurring assignments. Example: A Building and Grounds Attendant over 60 whose normal duties are indoors should not be assigned to work outdoors.

3. Under no circumstances should employees age 60 and over be required to work more than 12 hours on one tour of duty nor over 12 hours in any 24 hour period. They should not be required to return to duty unless they have had 12 hours off duty.

Edward C. Galias
Personnel Director
TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: June 14, 1971
SUBJECT: ASSIGNMENT OF EMPLOYEES DURING ADVERSE WEATHER CONDITIONS AND EXPOSURE TO DANGEROUS FUMES
COPY TO: Personnel Division Managers; Employee Organization Representatives

INFORMATION BULLETIN NO. 44

Supervisors should be guided by the following principles in the utilization of employees.

Field Supervisors should use discretion and good judgment in assigning work crews when weather extremes could create hazardous conditions to unprotected employees. Appropriate arrangements to minimize exposure to extreme temperatures should be made either through the use of relief crews, protective clothing or equipment, or providing adequate rest periods.

Protective equipment and clothing must be provided and worn when work crews are exposed to toxic or dangerous dusts, fumes, and gases. Supervisors can have hazardous work situations evaluated by the Inspection and Safety Division and should insure that any corrective action is taken.

Edward C. Dallas
Personnel Director
PROCEDURES FOR SELECTION, TRAINING AND PLACEMENT 
OF AIRPORT OPERATION AGENTS (AOA)

1. An evaluation will be held to establish a list of candidates eligible for training for the position of AOA.

2. Training will be provided to candidates in the rank order of the Eligible List.

3. A candidate may refuse the training twice. On the third refusal, the candidate's name will be removed from the list. (TWU shall have the right to review records confirming adherence to this procedure.)

4. The training will consist of approximately 120 hours of combined field/classroom instruction followed by an on-the-job training (OJT) segment of up to 9 weeks. Candidates must pass a test at the end of the classroom training and successfully complete the OJT segment to be placed on the post-training eligible list in the rank order they held on the training eligible list.

5. It is understood that a candidate, while in training, will not work overtime in the schedule that would normally have been available to a permanently or provisionally assigned AOA. If no permanent or provisional AOA or Senior AOA staff accept the overtime assignment, a trainee, who is qualified for that assignment, may work the overtime.

6. When the training period is completed, the candidate on the post-training eligible list will either be placed into a provisional or permanent position or reverted back to his/her former position. The employee with the lowest rank on the eligible list will be the first one to be returned to their former position.

7. If no permanent or provisional position is available, but one is expected within one month, the candidate will be sent to the facility where the vacancy is expected with the concurrence of the union. If the 1-month "grace period" expires and the candidate has not been placed in a permanent or provisional position, the candidate will be returned to his/her former position or extended for a limited additional period with the concurrence of the union.

8. Vacant AOA positions will be filled as follows:
   A) Permanent or provisional openings may be filled by a permanent employee from the transfer list (permanent employees who are in provisional position longer than 90 days will lose their preferred assignment. This "letter A" also applies to Sr. AOA.)
   B) Permanent openings will be filled from the post-training Eligible List by list position. (If a candidate refuses to take a permanent AOA position that candidate is removed from the list.)
   C) In the case of a provisional position, when no one is on the transfer list, the position will be filled from the post-training Eligible List by list position but the candidates will be given the opportunity to refuse a position. In the event no candidate accepts, the lowest listed person on the post-training Eligible List will be assigned the job.
DISTRIBUTION OF OVERTIME WORK ASSIGNMENTS

PART Employee

Information Agents, Baggage Attendants

Bus Terminal Agents, Red Caps

I. Policy

This policy outlines the procedures to be followed for the recording and distribution of all overtime, for TWU employees assigned to the Port Authority Bus Terminal with respect to opportunities and actual hours worked on an equal basis for all employees in the unit who are available and qualified.

Overtime will be voluntary in accordance with the following procedures except in emergency situations such as incidents, events or occasions of natural or other causes which threaten the life or safety of people, the operation or the physical integrity of the facility. Examples of emergencies include bomb threats, flooding, hurricane, snow and other serious weather threats.

II. Records

For a given work unit, overtime rosters will be compiled, according to class seniority beginning with the first pay period of each year. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster, as opposed to picking the next employee on the roster for an overtime assignment. This equalization process should conclude on the last scheduled work day of the last pay period of the year for each work group, and a new roster should then be developed for the following year on the basis of classification seniority within each work group.

A daily record of overtime hours offered, worked or refused by each employee shall be maintained in a Master Overtime Work Roster by supervisory personnel.

A current copy of the Overtime Work Roster will be posted daily for review by unit personnel.

All overtime will be assigned and accounted for in minimums of 15 minutes.

III. Procedure

Except as noted below, overtime will be offered to employees in the ascending order of their total overtime (worked and refused) actually attained or scheduled to be worked at the time the overtime is offered.
The Overtime Work Roster will serve as the reference source for each employee's total overtime.

Overtime Solicitation Priorities

Full Tours

First - employee on RDO; Employees on vacation who indicate in writing to their supervisor that they wish to be called.
Second - combination of holdover and early-call-in.
Third - full tour holdover or call-in.
Fourth - next higher classification(s) in the bargaining unit.
Fifth - Substitution of lower classification personnel.

In the event a substitution is necessary, and where a promotion eligible list exists, the employee assigned to the unit achieving the highest rank on the promotion list who is working the tour that must be filled shall be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job. If no list exists the next senior person by classification who is adjudged qualified by the unit supervisor will be offered the overtime.

Full tours (Bus Terminal Agents)

First an overtime volunteer list will be maintained in the operations office log book for any Bus Terminal Agent on RDO or vacation, who wants to work overtime. They will enter into the log book which days and specific tours they are available to work. If, more than one BTA volunteers for the same day and tour, overtime will be offered first to BTA with lowest number of hours worked. If the BTA on the Overtime Volunteer list is called for a requested tour and declines the overtime, he or she will be charged for the hours offered (not to exceed 8 hours in a day) on the Overtime Work Roster.

Second - Combination of holdover or early call in.
Third - Full tour hold over or early call-in.
Fourth - BTA's on their RDO's who's name is not on the Overtime Volunteer list will be solicited based on the lowest number of hours on the Overtime Work Roster. Hours will only be charged to these BTA's if overtime is actually worked, not if contact is not established or the overtime is refused.
Fifth - Substitution of lower classification personnel. In the event a substitution is necessary and where a promotion eligible list exists, the employees assigned to the unit achieving the highest rank on the promotion list who is working the tour that must be filled will be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job. If no list exists the next senior person by classification who is adjudged qualified by the unit supervisor will be offered the overtime.

Partial Tours (i.e., lateness of incoming employee)

The partial tour will be covered by holdover or early call in (solicited from the Overtime Work Roster) based on ending time which is closest to the commencement of the partial tour overtime.

Extended Tours

If a tour must be extended because of workload, the overtime will be offered to the person working the position directly with the closest ending time, involved and least amount of overtime hours.

If the person already performing the work will not accept the overtime it will be offered as a holdover to an employee of equal classification performing the same assignment or work detail.

If such employees are unavailable, the overtime will then be offered in order of least total overtime worked to those of appropriate classification and qualification who are on duty.

Telephone Notification

When overtime is offered via telephone, instances of "no answer", "not at home" or machine answered calls will be documented as overtime hours having been offered, but they will not count toward work refused or total overtime totals.

Refused Overtime

Employees will be charged an amount equal to the number of hours overtime they were offered but not to exceed eight (8) hours in a calendar day. (If overtime is worked within that calendar day, only the hours worked will be posted). Four (4) hours is the maximum number of hours that can be charged for a holdover or early call-in.

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IV. In the event an employee is not given the opportunity to work an overtime assignment in accordance with this procedure, the employee will receive payment equal to the time of the employee who worked.

V. Compulsory Assignments

If the overtime assignment(s) cannot be filled after all of the above by volunteers, a supervisor will make compulsory assignments from staff whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

A. Those with negative compensatory time starting with the one who has the greatest amount.

B. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

Note: Employees who refuse to work a compulsory assignment due to a demonstrated personal emergency i.e., sickness or death in family, child care problem, will not be disciplined.

Employees who waive overtime by memorandum will still have overtime charged for purposes of equalization.

3/2/92
Dated

[Signature]
Transport Workers Union
Local 1400

[Signature]
Port Authority
Interstate Transportation
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Snow Overtime Procedures for TWU Employees Assigned to Maintenance

I. Policy

Snow storms at airports are considered by both management and the TWU to be more critical than at other organization facilities. Staffing during such snow storms will be determined solely by JFK management based on the snow storm forecast.

II. Guidelines

1. In accordance with PAI 20-3.07, entitled "Work Schedules - Pay Plan C (Non-Police) employees," snow emergency work schedules will be posted.

2. The posted snow emergency work schedule will consist of an "A" and a "B" shift. The "A" shift will commence 7:00 a.m. and end 7:00 p.m. The "B" shift will begin 7:00 p.m. and conclude 7:00 a.m. "A" and "B" shifts will switch every second Friday, e.g. "A" shift will begin 7:00 p.m. and conclude 7:00 a.m. "B" shift will commence 7:00 a.m. and end 7:00 p.m. In the event of a late forecast for snow where a shift does not begin until 11:00 p.m., employees in the covered membership may be given the option to work four (4) hours overtime (from 7:00 a.m. to 11:00 a.m.) to continue to work on snow or at their regular assignments. This option will not apply to employees who have worked their RDO or holiday.

Management, in the event of an unforeseen, unforecasted snowstorm, has the right to change the starting time of any shift.

3. In accordance with PAI 20-3.07, previously referenced, a minimum of four (4) consecutive hours off between tours must be provided to the employee. However, JFK management will make all reasonable attempts to provide the employee with eight (8) consecutive hours off between tours.

4. When snow is forecasted, JFK management has the right to bring crews back one-half (1/2) hour earlier than their normal lunch or break. **(Return is mandatory.)** All employees not affected by snow emergency coverage will have their lunch one-half (1/2) hour earlier on such days.

If an employee does not return as mandated and therefore is unavailable for snow, that employee will be moved to the bottom of the snow emergency work roster.

5. a) Snow emergency work assignments, on first attempt for coverage, will be voluntarily accepted by the employee. After the first attempt for coverage, mandatory snow emergency work
assignments will be given to employees by JFK management due to the emergency.

b) For snow emergency work assignments from 3:30 p.m. to 7:00 p.m., if an employee is on RDO, single vacation day or personal excused day, that employee will not be moved on the snow emergency work roster. However, when an employee is RDO during the week and a twelve (12) hour, (7:00 p.m. to 7:00 a.m.), tour is required, that employee will be called when their name comes up on the snow emergency work roster.

c) If an employee is scheduled to work on a weekend (i.e., Saturday, Sunday) or a holiday and cannot be available for snow emergency call in, that employee will not be moved on the snow emergency work roster. The exception will be if the employee is held over four (4) hours to work snow.

d) The day shift, Monday through Friday, will not be required to call in employees on RDO or vacation.
Central Automotive Garage Attendants

This Agreement amends and replaces the former Attachment 21 of the Memorandum of Agreement between The Port Authority of New York and New Jersey and the Transport Workers Union, Local 1400, regarding Garage Attendants assigned to Central Automotive Division who are reassigned on temporary duty to a zone other than their permanently assigned zone.

If the need for a temporary reassignment is determined by the Manager of the Central Automotive Division, the following shall apply:

1. There may be occasions when a Garage Attendant permanently assigned to one zone may be temporarily reassigned to another zone.

2. The zones are as follows:

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<tr>
<th>Zone A</th>
<th>Zone B</th>
<th>Zone C</th>
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<td>WTC</td>
<td>JFK</td>
<td>PN</td>
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<td>PATC</td>
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<td>GWB</td>
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<td>*Central Shop</td>
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* If the Central Shop relocates to the PATC, it will become part of Zone A.

When a Garage Attendant is temporarily reassigned to another zone, the following shall apply:

1. The reassigned Garage Attendant shall receive as compensation, a flat rate of $30.00 per diem, until he/she returns to his/her regular zone location.

2. The Garage Attendant who is temporarily reassigned to another zone shall provide his/her own transportation to and from the facility.

3. The Garage Attendant who is temporarily reassigned shall sign in and out at the designated time at the facility where he/she is reassigned.

4. In the event that a Garage Attendant is temporarily reassigned to a facility where there is a different starting time and schedule change premium is incurred, the Garage Attendant will not receive the $30.00 per diem for that day.

In addition to the above, the Port Authority will continue to pay the cost of Commercial Drivers License fees and renewal costs for Garage Attendants.

Effective January 1, 1999, the new Garage Attendant position will be upgraded to range C-45, and the Garage Attendant and Senior Garage Attendant job specifications will be consolidated, as set forth in the job specification attached. The resolution of Grievance 31T-98 will no longer apply to Garage Attendants.
Class Title: Garage Attendant  
Pay Plan/Level(Range): C-45  
FLSA Status: Non-Exempt  
Department: Operations Services

A. SUMMARY OF RESPONSIBILITIES:

In the series of Maintenance Services classes this class working under the direction of a Maintenance Equipment Servicer or Maintenance Group Supervisor performs routine duties in servicing automotive equipment and dispatching vehicles. Garage Attendants work from oral or written instructions and their work is checked in progress and upon completion.

Essential characteristics of this position are:

- Makes minor repairs and services automotive equipment.
- Responsible for the cleanliness of Port Authority vehicles assigned to his/her area.
- As Dispatcher, works in a courteous and tactful manner while processing vehicles for Port Authority personnel.
- Provides direct liaison between the Dispatcher and Repair Shops insuring the adequate replacement of permanently assigned vehicles that are deadlined for inspection and repair.

B. RELATIONSHIPS TO OTHER CLASSIFICATIONS:

As compared to similar rated classes such as Information Agent II who performs routine customer service duties; the Garage Attendant performs routine duties, vehicle dispatching, servicing and cleaning of automotive equipment.

As compared to lower rated classes such as Building and Grounds Attendant who performs unskilled sanitation and grounds keeping duties; the Garage Attendant has specific knowledge in duties related to vehicle dispatching, servicing and cleaning of automotive equipment.

C. WORK RELATIONSHIPS:

- Receives work assignments from the Maintenance Equipment Servicer, or Maintenance Group Supervisor, who daily reviews work in progress and on completion.
- Works in general garage, outside fueling stations, fuel dispensing areas, dispatching areas, and must be courteous and tactful.

D. MAJOR FUNCTIONS (TYPICAL DUTIES):

Dispenses gasoline, fuel oil, motor oil, water, and anti-freeze for Port Authority automotive equipment. Lubricates automotive equipment, and replaces oil filters.

Changes and repairs tires; replaces, checks and recharges batteries.

Washes, cleans and waxes automotive equipment including use of steam |Jenny.
Prepares vehicles for winter conditions; puts on and removes chains; attaches snowplows to automotive equipment.

Performs minor automotive servicing and makes minor repairs to automotive equipment, such as to replace windshield wipers and to service batteries, radiators, etc; and, may do touch-up painting occasionally.

Maintains routine records of gasoline, diesel fuel oil, motor oil, and anti-freeze dispensed; and tires, batteries, and other similar supplies.

Drives various automotive equipment in connection with duties.

Performs the function of the Automotive Dispatcher

Performs related work, as required.

E. SPECIFIC RESPONSIBILITIES:

Human Resources: None

Public Relations: Constantly interacts with all levels of Port Authority personnel, must be courteous, knowledgeable, and tactful.

Physical and Financial Resources: None

Decisions: Makes decisions relative to efficient servicing and handling of automotive equipment.

Planning: Must do minor planning of own work to accomplish it in an efficient and timely manner.

F. KNOWLEDGE AND ABILITY REQUIREMENTS:

1. Knowledge (Ability):
   - Know greasing and servicing of automotive equipment and the safe operating procedures to be carried out by the Garage Attendant.
   - Drive automotive equipment.
   - Understand and follow oral and written instructions.
   - Maintain routine records.
   - Perform routing servicing duties.

2. Physical Effort:
   - Normal shop work. Some heavy lifting.

3. Mechanical Skills:
   - Drive automotive equipment.

4. Working Conditions:
   - Routine automotive work. Exposure to grease, dirt, and the elements such as snow, rain, ice, etc.

5. Special Requirements
   - Pursuant to applicable federal and NYS/NJS laws, regulations and rules, possess a valid NY or NJ Commercial Driver’s License, Class A with the following endorsements: Tank, Air Brake, HazMat, as well as any future changes to these endorsements.

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INTERSTATE TRANSPORTATION DEPARTMENT

GROOMING STANDARDS

FOR TBA'S AND SENIOR TBA'S

I. POLICY

As a public agency the Port Authority expects all employees to conduct, attire, and groom themselves in an acceptable manner. Personal preferences, short of exaggerated styles, are generally permitted. However, where safety conditions are paramount, concern for the safety of the employee and the public must supersede personal preferences.

II. APPEARANCE

A. Uniforms

1. Basic Uniform - The uniform will include such issued items as shirts, ties, black belt, hats, helmets, gloves, trousers, jackets, rain gear, and rain boots and all other appurtenances as selected by the ITD Department based on the season of the year.

2. Garage Uniform - The uniform will include such items as the white long-sleeve garage shirt (must be worn with sleeves extended and buttoned), and the white garage pants worn with the P.A. issued black belt. The TBA jacket, garage parka and/or other issued apparel may be worn based on the weather and working conditions.

3. Shoes - Only black leather shoes/boots (preferably a safety variety) are to be worn.

4. Changes will be authorized and posted by the Operations Services Division.

5. The total uniform of the day will be worn while on duty and no substitute articles or exception will be permitted without approval of the Supervisor on duty.

6. Jewelry of all types, or other articles which could affect the safety of the Agent under working conditions, are prohibited.

7. A uniform committee may from time to time be constituted to assist and advise management in changes to the basic uniform.

B. GROOMING

1. Hair (Head)
a. Styling must not interfere with the use of special equipment and must permit uniform headgear to fit securely.

2. Hair (Facial)

a. Mustaches and sideburns must not interfere with the use of special equipment.

b. Due to safety concerns, beards of any style are not permitted for any TBA and Sr. TBA position, except for those permanently assigned to the following positions: Communication Center (Staten Island Bridges, Holland Tunnel, Lincoln Tunnel, and George Washington Bridge). However, as there always exists the possibility that unforeseen circumstances may arise where those TBA's and Sr. TBA's in the above excepted positions may be called upon to respond to situations wherein the wearing of a beard might jeopardize their safety, they are urged to be clean-shaven. Moreover, for safety reasons, those TBA's and Sr. TBA's assigned to the above excepted positions who elect to grow beards cannot be assigned to positions, including but not limited to overtime, which are subject to beard restrictions.

c. All TBA's and Sr. TBA's must be clean-shaven when participating in required refresher training sessions where respirators and Self Contained Breathing Apparatus (S.C.B.A.) are used.

d. The continuing decision as to which employees are subject to a beard-prohibition rests with management.
July 30, 1985

Ms. Shirley Kelly, Vice President
Transport Workers' Union
Professional Arts Building
7800 River Road
North Bergen, New Jersey 07047

Dear Shirley:

This letter is intended to confirm our telephone conversation on July 29, 1985.

As you know, there has been some confusion regarding the actual date that Senior Toll Collector's (STC) became eligible to receive preparation time. As agreed, effective March 13, 1983, STC's will receive fifteen minutes of "prep time" pay as overtime rates under the same circumstances that apply to Toll Collectors.

By copy of this letter, I am asking Jim Giorgi to coordinate the necessary administrative actions required to make payments to affected STC's.

Please signify your concurrence by signing in the space provided below. Thank you for bringing this matter to our attention.

Sincerely,

Hank Zulauf
Acting Assistant Manager
Labor Relations Division

cc: J. Giorgi

Concurred: Shirley Kelly, Vice President

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466-8142
July 28, 1988

Ms. Shirley Kelly
Transport Workers Union
Local 1400
Professional Arts Building
7800 River Road
North Bergen, NJ 07047

Dear Shirley:

As a result of recent discussions regarding Port Authority sponsored Senior Facility Operations Agent (Senior FOA) and Facility Operations Agent (FOA) training at Morris County, New Jersey, the following provisions were agreed upon on Friday, May 27, 1988, between The Port Authority of New York and New Jersey and Local Union No. 1400; Transport Workers Union.

1. Effective April 4, 1988, every Senior FOA and FOA receiving Port Authority sponsored training at Morris County, New Jersey, will receive the following training payment for each day training is held at Morris County, New Jersey.

   FOA $33.44
   Desk Assigned FOA $35.27
   Senior FOA $36.39

2. Employees are expected to report on time for training. However, due to infrequent bus or train transportation available to stations located near the Morris County, New Jersey, training site and the necessity of taking taxi and/or other transportation to the actual Morris County, New Jersey, training site, any Senior FOA or FOA taking public transportation (bus or train) to the Morris County, New Jersey training site will be given up to thirty (30) minutes after the scheduled training start time before being marked tardy for disciplinary or administrative reasons.

In order for the above to become applicable to any Senior FOA or FOA, documentation that public transportation was the means utilized to reach the Morris County, New Jersey, training site must be provided to and accepted by management.
All other Senior FOA's and FOA's using private vehicles or Port Authority vehicles to travel to the Morris County, New Jersey, training site, must report at the scheduled training start time without exception.

This is to confirm and memorialize the agreement reached regarding the Senior FOA and FOA training payment for Morris County, New Jersey. If the foregoing is satisfactory, please signify your agreement by signing and dating the enclosed copy of this agreement in the space provided and return it to the Labor Relations Division.

Thank you for your efforts in reaching this agreement.

Sincerely yours,

Dwight D. Darcy, Manager
Labor Relations Division

AGREED:

Shirley Kelly, President

DATE:

August 2, 1988
MEMORANDUM

ATTACHMENT 26

TO: Pile  

RECEIVED:

DATE: John J. Ritter

SUBJECT: December 23, 1977

MEETING WITH TWU REPRESENTATIVES

REFERENCE: Ritter to O'Malley Memorandum dated 2/8/77

COPY TO: L. Caffin, V. DeSanno, L. LaCapra, T. O'Kane, E. J. O'Malley, P. Segalini, S. Raith, J. Robinson, T. Wilson, J. Wong

On Tuesday, December 20, the following staff met with TWU representatives Mrs. Kelly and Mr. Sheridan: L. Caffin, J. Wong, S. Raith, and S. Robinson of Personnel and V. DeSanno and T. Wilson of the Comptrollers Department. This meeting was arranged as an outcome of a December 8 meeting held between officers of the TWU and myself. At that meeting, Joan Santarieri brought to light a number of payroll problems in regard to the TWU membership. The following situations were discussed and resolved as indicated.

Situation - An employee does not receive a paycheck or received one containing a major discrepancy.

Procedure V. DeSanno indicated that upon receipt of a memorandum from the Manager or his designated representative requesting that a new paycheck be issued and accompanied with the incorrect check, if one was issued, his department will issue a new check. Moreover, if notification is made as late as 10 a.m. on payday, he will make every effort to issue a check that day.

Situation - Paychecks received at the facilities containing errors that are not identified until the check is issued to the employee. This problem is compounded at facilities operating around the clock on a seven-day a week schedule, particularly when employees have rotating days off.

Procedure - Timekeepers normally process the overtime payment request; early check list, sick absence no-pay status, etc. Moreover, they usually receive the paychecks on the Wednesday or Thursday before payday and distribute them to the various sections on Wednesday and Thursday for those units with afternoon and midnight tours or Friday morning for those sections with day tours only.

Therefore, the key to early identification of discrepancies lies with the timekeeper who should verify correct payment. A memorandum requesting timekeepers to perform a cursory verification upon receipt of checks in an effort to identify major discrepancies and initiate corrective action, will be prepared and forwarded to field units.

Situation - Pay back schedules for employees who have been overpaid. On some occasions the entire amount has been deducted from the paycheck leaving little or no pay for that pay period.
Procedure - After a lengthy discussion it was agreed that the best method of pay back would be to withhold payment at the rate of 10% of the amount owed for ten consecutive pay periods. However, in those situations where the pay back schedule may impose a hardship upon the employee, an extended repayment schedule can be arranged with the approval of the Personnel Department.

Situation - Employee is promoted, demoted, transferred or reassigned and either does not receive his paycheck at his new assignment or the required payroll adjustment is not made resulting in an over or under payment.

Procedure - A payroll notice Form PA 87 is initially processed by the losing unit, forwarded to the receiving unit for their action, in turn it is forwarded to the Administrative Division where it is logged in and forwarded to the Operating Division for placement certification. It is returned to the Administrative Division for forwarding to the Payroll Department.

The problem identified is in two areas: (a) the losing unit sometimes delays the processing of the Form PA 87; (b) the Personnel Department processing is occasionally subject to delays.

The Administrative Division will address both problems. First, they will prepare a department memorandum to all unit heads requesting prompt handling of payroll transactions; second, they will issue an internal memorandum to Personnel Department staff requesting their cooperation in prompt review of payroll notices.

A number of specific problems in regard to individual employees were discussed and have been followed up by Operating Division staff.

John J. Ritter
Labor Relations Representative
Mr. Shirley E. Kelly  
President  
Local 1600  
Transport Workers Union  
7800 River Road  
North Bergen, New Jersey 07047

Dear Shirley,

I am pleased we were able to resolve grievance 27T-90, violation of training payments to Senior AOA’s at John F. Kennedy International Airport. Consistent with our mutual understanding, I am hereby authorizing the Aeronautical Services Division, John F. Kennedy International Airport, to effect training payments at a flat rate of $30.00 per day for the specific number of days indicated in your September 3, 1991 letter to me. As discussed, H. Farrell will receive payment for 6 days, E. Caulfield, 1 day, J. Leccardi, 1 day, L. Jordan, 1 day, and H. Spaeth, 1 day. It is also my understanding that the resolution of this grievance eliminates the possibility of any past or future grievance on this subject from Newark International Airport.

As I mentioned to you, we are currently in the process of finalizing a program for providing newly appointed Senior AOA’s one (1) day of formal classroom or technical training so that they may appropriately assume their new responsibilities. I have attached for your information an outline of the broad topic areas which will be covered in the 5 day formalized training program for John F. Kennedy International Airport and Newark International Airport. You may be aware that as AOA’s the newly appointed Senior AOA’s previously participated in the three (3) week AOA training program and were briefed on many of these topic areas. Perhaps through utilizing a customized Senior AOA formal training program, many of these same topic areas can be more easily covered.

It is envisioned that an available seasoned Sr. AOA and an appropriate Operations Services Supervisor (FS-3) will team up to conduct the one (1) day of formal classroom or technical training of newly appointed Sr. AOA’s as required. This will make the designated Sr. AOA conducting this type of training eligible for a maximum flat rate of $30 for one (1) day regardless of the training time devoted to this activity. Over the course of a year, the assignment of a seasoned Sr. AOA and an FS-3 to conduct this technical training should be spread to several Sr. AOA’s and FS-3’s depending on turnover. Wherever possible, and depending on staff availability, this formal classroom or technical training should be performed in a manner which circumvents the necessity to pay overtime. As you are aware, the formal classroom or technical training required for newly appointed Sr. AOA’s substantially surpasses the technical training required of other TWA classes.

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Ms. Shirley E. Kelly

October 23, 1991

Please be advised that we will review the effectiveness of this training program periodically and determine whether or not the time currently designated to perform the training is appropriate. Please feel free to contact me immediately should you have any questions concerning the mutual understanding we have reached relative to the resolution of this grievance.

Sincerely,

Robert J. Kelly
Chief Operations Officer
Aviation Department

Concurred:

Shirley E. Kelly

Date: 12-9-91

Att.
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ATTACHMENT 29

FROM: Office of the Personnel Director
DATE: May 19, 1964
SUBJECT: YEAR END ADJUSTMENT OF WORK SCHEDULE EXCESSES AND DEFICIENCIES
FOR SERVICE & FIELD STAFF OTHER THAN POLICE

COPIES: Personnel Division Managers; Employee Organization Presidents

INFORMATION BULLETIN NO. 4

For the year 1964 and thereafter, the manner in which work schedule
excesses and deficiencies for field staff should be treated under the overtime
policy is as follows:

1. Employees who have work schedules which in one calendar year are
   in excess (i.e., schedules which contain less than 115 days
   off attributable to regular days off and Port Authority paid
   holidays), will be paid at one and one-half times their hourly
   rate of pay for all hours worked attributable to such schedule
   excess.

2. Employees who have work schedules which in one calendar year
   are deficient (i.e., schedules which contain more than 115 days
   off attributable to regular days off and Port Authority paid
   holidays), will not have the deficient time charged as owed time
to be paid back during the following year. However, management
in its discretion may require employees to work on days designated
as regular days off on the work schedule towards the end of each
calendar year in order to overcome a work schedule deficiency for
that year.
THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

MEMORANDUM

TO: SR. AQA's & AQA's

FROM: Dave Morris

DATE: November 20, 1989

SUBJECT: 1990 VACATION

COPY TO: NAAM, ADM, F. Lopranco, B. Schroeder, R. Williams

On November 14, 1989, Frank Lopranco, Ward Hoekstra, and myself met with TWU President, Shirley Kelly and representative, Dave Cline to discuss AQA and Sr. AQA work schedules. It was decided that line picks will be made based on in-pace seniority. Line picks will be made only once a year. If a line becomes vacant during the year, the replacement will fill that line. After line picks are complete, vacation picks will begin as soon as possible under the following guidelines:

1) Selections will be made in order of PA Seniority.
2) Vacations are to be taken RDO to RDO.
3) Vacation picks are for two weeks at a time.
4) Only two AQA's and one SAQA will be granted vacation in any one week.

This memorandum will also serve to remind all that vacations are to be requested in advance. Request for single days may be denied at management's discretion. Since X-tours can no longer be changed without 15 days notice, requests for comp. time will not be honored if overtime is to be incurred.

David J. Morris
Chief Operations Supervisor

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