

Agreement

between

New York Shipping Association, Inc.

and

Port Police & Guards Union, Local 1456

January 1, 2014 - December 31, 2016

**PORT POLICE & GUARDS UNION, LOCAL 1456
889 BROADWAY
BAYONNE, NJ 07002-3032
(201) 823-9050**



**NEW YORK SHIPPING ASSOCIATION, INC.
333 THORNALL STREET, SUITE 3A
EDISON, NJ 08837
(732) 452-7800**

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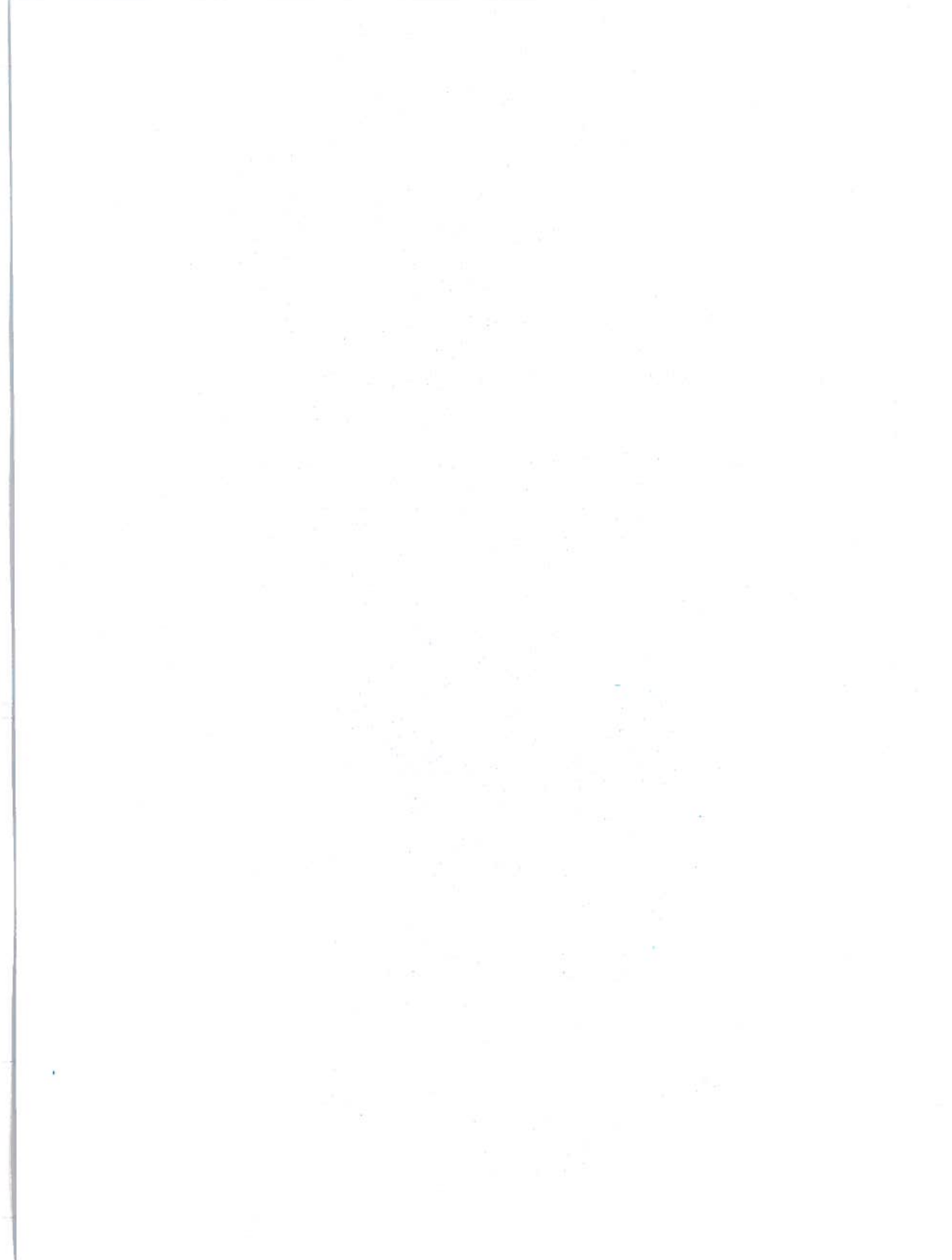


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This Agreement is made and entered into by and between the New York Shipping Association, Inc. (NYSA), as the collective bargaining agent for its employer-members (Employer(s)) that employ Security Officers who are members of Local 1456, Port Police & Guards Union, a New Jersey Nonprofit Corporation (PPGU or Union), and the PPGU, sometimes collectively referred to as the Parties.

It is the intent and purpose of the Parties hereto that this Agreement will promote and insure the security of the Port and harmonious labor relations between the Parties and that, excluding supervisory personnel, any security work performed for an Employer in connection with piers, farms, pier warehouses or cargo on ships or security work in connection with passengers and visitors in the Port shall be performed exclusively by PPGU members.

ARTICLE I

Preamble

The NYSA and the Employers recognize the PPGU as the exclusive collective bargaining agent for all persons employed as Security Officers (Guards, Gatemen and Roundsmen), with respect to wages, hours and other terms and conditions of employment in the Port.

ARTICLE II

Jurisdiction

1. Work required to be performed by the Employer in the guarding of piers, cargo on piers, cargo moved to and from ships, lighters and trucks, cargo on ships, the stuffing and stripping of containers, passenger operations and all work presently performed by PPGU members, which is covered by this Agreement as further described in Article IX, shall be performed by Security Officers who are covered by this Agreement. Except when it has been a regular practice to use ship's personnel, Security Officers shall not be replaced by Ship's personnel.

2. Work required to be performed by members of the PPGU shall also cover, when required, the watching and guarding of stowaways, detainees and gangways, unless the Ship's Master exercises the option of performing such work with Ship's personnel.

3. The Parties agree that whenever security services are required by the Employer at any pier, waterfront terminal, farm, warehouse, shed or other place covered by the deep-sea Collective Bargaining Agreement between the NYSA and the International Longshoremen's Association, AFL-CIO (ILA), where Security Officers are regularly employed, such security services shall be performed by PPGU members except at a U.S. government pier or U.S. government terminal where security services are performed by U.S. government personnel.

4. Whenever a Gateman is employed at an active waterfront pier or terminal (*i.e.*, one that is in active operation), at least one guard shall also be employed. For purposes of this provision, waterfront "terminal" shall mean a pier or piers, together with attendant upland farm areas and buildings operated as a business entity.

5. The Parties agree they will not alter or change the method of working gates at piers or terminals in any manner different from that in which they are presently worked except when there is a change in the nature of the operation prompted by either the use of new technology, or the manner in

which the Employer chooses to manage its gates or access control points, or if the Employer is required by federal or state law(s) or regulation(s) to change the method of working gates or access control points. In the event such a change is contemplated, the Parties shall discuss the proposed change sixty (60) days prior thereto. If no agreement is reached, the matter shall be promptly referred for resolution in accordance with the Grievance Procedure set forth in Article X.

6. Notwithstanding any of the foregoing, all active waterfront piers and terminals shall employ at least one Gateman and one Guard for twenty-four hours per day, seven days per week. This provision as to twenty-four/seven coverage shall not apply to a warehouse or shed located upland from a deep-sea berth after work has ceased for the day.

7. The foregoing manning requirements may be reviewed by the Seniority Board and changes thereto made only when it is determined by a unanimous vote of the Seniority Board that circumstances so dictate.

ARTICLE III

Union Security Clause and Check-Off

1. All Security Officers covered by this Agreement, shall, as a condition of employment, be required to become members of the Union on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement whichever is later. All Security Officers who are members of the Union at the time of execution of this Agreement or who become members of the Union at any time subsequent thereto shall remain members during the term of this Agreement. The Union agrees that all such employees will be accepted into membership on the same terms and conditions generally applicable to other members and further that no Employer will be requested to discharge a Security Officer for reasons other than such Security Officer's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

2. Each Employer shall deduct from the wages of those Security Officers who so authorize by a signed "Check-Off Authorization" filed with NYSA, such amount as may be certified by the Union as such Security Officers' Union dues and initiation fees. All amounts so deducted shall be paid to the PPGU as promptly as possible after the end of the payroll period for which the deductions are made, but in no event later than thirty (30) days after the end of such payroll period.

3. The Employer shall notify the Union within ten (10) days after the initial hiring of each new Security Officer hired.

4. All new Security Officers shall be subject to a 90-day probationary period.

ARTICLE IV

Required Physical Examinations and Training

1. Security Officers who have at least 1,000 hours of credited service in the prior calendar year shall receive one day off with pay at his/her daily rate once every three years in order to comply with the Regulations of the Waterfront Commission of New York Harbor (WFC) requiring a physical examination every three years. The Employer shall be responsible for paying Security Officers who work at least 1,000 hours in the prior calendar year for such Employer. The NYSA-PPGU Vacation and Holiday Fund shall be responsible for paying Security Officers who do not work at least 1,000 hours in a calendar year for a single Employer but who do work a combined total of at least 1,000 hours in a calendar year for various Employers.

2. Each Security Officer shall be required to successfully complete the basic training course and the refresher training courses given by the WFC.

3. The payment to a Security Officer for successful completion of a refresher training course given by the WFC shall be eighty percent (80%) of the Security Officer's daily rate.

4. The payment to a Security Officer for successful completion of a refresher training course shall be made only to a Security Officer who works at least 1,000 hours in the prior calendar year. Each Employer shall be responsible for paying a Security Officer who is on its regular list and who works at least 1,000 hours for it in the prior calendar year. The NYSA-PPGU Vacation and Holiday Fund shall pay a Security Officer who does not work at least 1,000 hours in a calendar year for a single Employer but who works a combined total of at least 1,000 hours in a calendar year for various Employers.

5. Safety, hazmat and traffic control training shall be provided to Security Officers.

6. It is agreed that if training is required to obtain or maintain a specific position with an Employer, the cost of that training shall be borne by the Employer.

ARTICLE V

Wages and Terms and Conditions of Employment

1. Guards and Gatemen shall be employed on a daily basis only. Roundsmen shall be employed on a weekly basis but shall be paid at the daily rate for Roundsmen based on the number of days actually worked each week. A Roundsman may not, during any work week, change his/her status from a Roundsman to a Guard or a Gateman.

2. (a) The regular or normal work day shall be twenty-four consecutive hours commencing with the starting time of any one of three shifts of eight (8) hours each, from 12 Midnight to 8:00 A.M., from 8:00 A.M. to 4:00 P.M. and from 4:00 P.M. to 12 Midnight.

(b) When Security Officers are required for duty upon the arrival or departure of ships, they may be ordered to report at any time within the twenty-four hour period and shall receive a minimum of eight (8) hours' pay from the time ordered to report. In this connection, it is understood that such Security Officers may be assigned to perform any security work upon completion of such duty. Each Security Officer shall receive two (2) twenty (20) minute relief periods during each eight (8) hour tour of duty, but shall not leave their post until authorized. When no one in authority is present at the pier or terminal to authorize relief, a Security Officer shall be deemed to be authorized to take the above relief period when necessary for physical needs. The time away from the post in such cases shall be logged in the Security Officer's memorandum book.

3. The regular or normal work week shall consist of forty hours with an eight-hour day from Monday to Friday, inclusive.

4. The work week shall be seven consecutive days commencing at 12:00 A.M. Monday and ending the following Sunday at 12 Midnight.

5. (a) The wage scale from Monday to Friday, inclusive, for Security Officers first employed in the industry on or before December 31, 1996, shall be:

Wage Rates Effective January 1, 2014

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard	\$23.53	\$188.24	\$941.20	\$35.30
Gateman	\$23.72	\$189.76	\$948.80	\$35.58
Roundsman	\$23.91	\$191.28	\$956.40	\$35.87

Wage Rates Effective January 1, 2015

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard	\$23.53	\$188.24	\$941.20	\$35.30
Gateman	\$23.72	\$189.76	\$948.80	\$35.58
Roundsman	\$23.91	\$191.28	\$956.40	\$35.87

Wage Rates Effective January 1, 2016

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard	\$24.28	\$194.24	\$971.20	\$36.42
Gateman	\$24.47	\$195.76	\$978.80	\$36.71
Roundsman	\$24.66	\$197.28	\$986.40	\$36.99

(b) The wage scale from Monday to Friday, inclusive, for Security Officers first employed in the industry on or after January 1, 1997, shall be:

Wage Rates Effective January 1, 2014

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard	\$18.80	\$150.40	\$752.00	\$28.20
Gateman	\$19.30	\$154.40	\$772.00	\$28.95

Wage Rates Effective January 1, 2015

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard	\$18.80	\$150.40	\$752.00	\$28.20
Gateman	\$19.30	\$154.40	\$772.00	\$28.95

Wage Rates Effective January 1, 2016

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard	\$19.55	\$156.40	\$782.00	\$29.33
Gateman	\$20.05	\$160.40	\$802.00	\$30.08

6. A Security Officer who is first employed in the industry on or after January 1, 1997, who becomes a Roundsman and thereafter loses such position, shall receive the hourly rate of pay a Guard or Gateman is then receiving, whichever is applicable.

7. Any time worked in excess of eight (8) hours in any calendar day (12:01 A.M. to 12 Mid-night) for the same Employer, shall be paid at the overtime rate of one and one-half times the appropriate straight-time or regular hourly rate.

(a) Except at passenger ship terminals and car ship facilities, if a Security Officer works after a shift with less than a four (4) hour break before a second shift of eight (8) hours or any part thereof, the Security Officer shall be paid for such second shift, or part thereof, at the overtime rate of one and one-half times the appropriate straight-time or regular hourly rate even if such second shift or part thereof is worked during the subsequent calendar day.

(b) At passenger ship terminals and car ship facilities, if a Security Officer works after a shift with less than an eight (8) hour break before a shift of eight (8) hours or any part thereof, the Security Officer shall be paid such second shift, or part thereof, at the overtime rate of one and one-half times the straight-time or regular hourly rate even if the second shift or part thereof is worked during the subsequent calendar day.

8. Any time worked on a Saturday, Sunday or on any paid holiday specified herein shall be paid at the overtime rate of one and one-half times the appropriate straight time or regular hourly rate. If any day that is a holiday falls on a Sunday and is observed on the following day, work on that day shall be paid at the overtime rate of one and one-half times the appropriate straight-time hourly rate.

9. A Security Officer whose employment commences on a Saturday or Sunday or on any paid holiday specified herein, shall be paid at the applicable overtime rate until relieved.

10. (a) A Security Officer who is employed on a ship on which explosives are handled, shall be paid at twice the daily rate for a Guard for an eight-hour shift, and for all hours in excess thereof at twice the overtime hourly rate for a Guard.

(b) When explosives are handled during part of any eight-hour shift, the Security Officer shall be paid at twice the straight-time hourly rate but only for the actual number of hours during which the Security Officer is in the danger zone. The balance of such eight-hour shift shall be paid at the appropriate straight-time or regular hourly rate.

11. (a) A Security Officer employed on a ship to watch cargo that has been damaged by either fire or water, when such damage causes unusual distress, noxious conditions or damage to clothing, and in all cases where Security Officers are called upon to watch cargo in a ship under distressed conditions which conditions are not limited to cargo damaged by fire or water shall be paid at twice the daily rate for a Guard for an eight-hour shift, and for all hours in excess thereof at twice the overtime hourly rate for a Guard.

(b) When at a post as set forth in 11(a) above for an eight-hour shift, the Security Officer shall be paid at twice the straight-time hourly rate but only for the actual number of hours during which the Security Officer is subject to such conditions. The balance of such eight-hour shift, if any, shall be paid at the straight-time hourly rate.

(c) A dispute as to whether, in any particular case, the cargo causes distressed conditions to occur shall be referred for resolution in accordance with the Grievance Procedure set forth in Article X.

12. No Security Officer shall exercise seniority rights in such manner as to work more than one weekend day in any one week, mid-week holidays not included, or more than one eight-hour shift in twenty-four hours. If all other Regular Security Officers have worked at least one weekend day and the posted position is available for a second weekend day, the Regular Security Officer holding the posted position shall be offered the second weekend day first.

13. A Security Officer employed in a refrigerator compartment of a ship where the temperature is 32° F or lower shall be paid fifteen (15) cents per hour in addition to the straight-time hourly rate and twenty-two and one-half (22½) cents per hour in addition to the overtime rate, whichever is applicable, but only for the actual number of hours during which such Security Officer is employed at that post. The balance of the work period, if any, shall be paid either at the appropriate straight-time or regular hourly rate or at the overtime rate.

14. If ordered out for work, a Security Officer shall receive a full day's pay. Notwithstanding any other provision of this Agreement, provided that there is adequate notification to the Security Officers from the Roundsman by telephone, on days when weather conditions make it impracticable to work or when a power failure, or other non-controlled outside force, governmental entity, or event makes it impracticable to work, no Security Officer shall be entitled to pay unless that Security Officer has been specifically ordered onto the worksite by the Employer.

15. Notwithstanding anything to the contrary set forth above, a Security Officer shall be paid only for hours actually worked if the Security Officer is required to leave the facility for personal reasons.

16. There shall be no travel benefits. Travel time provisions, including costs of transportation and reporting fees, have been eliminated. The cost of transportation will, however, continue to be paid for those locations where deep-sea ILA labor receives a transportation allowance.

17. All wage payments shall be made by check or by cash, receipt of which shall be evidenced by a voucher signed by the Security Officer to whom such payment is made. Payment shall be made at such place and time as is convenient to the Security Officer. If payment is made by check, provision of facilities for cashing checks shall be arranged if requested by the PPGU.

ARTICLE VI

Uniforms and Equipment

1. Summer and winter uniforms and equipment shall be paid for and furnished by the Employer and shall remain the property of the Employer. All Regular List Security Officers shall be supplied with appropriate uniform(s). No Security Officer shall be required to furnish a uniform as a condition of employment. Each new Security Officer not on a company Regular or Extra List, who has served the probationary period and who continues to seek regular employment in the industry, shall be provided by the hiring Employer with the appropriate uniform hat or a hard hat, where needed, without cost to the Security Officer.

2. (a) All Security Officers are required to wear their Employer provided uniforms at all times. Any Security Officers failing to abide by this rule shall be subject to progressive discipline as follows :

- | | |
|---------------------------|---|
| 1 st Offense: | Written warning; |
| 2 nd Offense: | 2 days off; |
| 3 rd Offense: | 1 week off; |
| 4 th Offense: | 2 weeks off; |
| 5 th Offense: | Removal from posted position (may not apply for any positions for 4 months); |
| 6 th Offense: | Removal from Employer's Regular List and placed on Employer's Extra List; |
| 8 th Offense: | Three (3) weeks off with a written warning that the 10 th offense may result in permanent termination of further employment under the NYSA-PPGU Collective Bargaining Agreement; |
| 9 th Offense: | A final warning that the next offense may result in permanent termination of further employment under the NYSA-PPGU Collective Bargaining Agreement; and |
| 10 th Offense: | Possible Permanent termination of further employment under the NYSA-PPGU Collective Bargaining Agreement. |

(b) The violations above shall be based on a twelve (12) month rolling time period beginning with the first violation.

(c) In the event a Security Officer is removed from an Employer's Regular List he/she may petition the Seniority Board for reinstatement to the Regular List after a four month period from the date of removal.

(d) The Employer, the Union and Seniority Board will immediately be provided with a copy of any written warning, any notice of suspension and any notice of termination of employment under the Collective Bargaining Agreement given to a Security Officer.

3. The Employer shall provide suitable rain gear in bad weather if Security Officers are in exposed areas. However, the Security Officers shall not use such rain gear at any time other than during employment under the Collective Bargaining Agreement.

4. The Employer shall further provide space for the Security Officers to change their clothes and to store official gear and equipment issued to them.

5. All personal protective equipment required by an Employer shall be provided by the Employer. The Union shall have the right to grieve whether any piece of personal protective equipment is unreasonable. The Union shall be advised of the personal protective equipment required by an Employer prior to commencement of its use.

6. The Employer shall also provide a gatehouse or other suitable enclosure for Gatemen on every waterfront facility.

ARTICLE VII

Assignments to Work

Security Officers shall, whenever practicable, be given work assignments for the following day before leaving their posts. They may apply for work from any Employer or the WFC Pool during business hours.

ARTICLE VIII

Managements' Rights

1. The Employers shall, subject to the Seniority Article, have the right to select the Security Officers they want to employ. They shall also be the sole judge of the number of Security Officers to be employed and the duties to which the Security Officers will be assigned. In addition, the Employers may discipline or discharge any Security Officer for good cause. Any dispute as to whether an Employer's actions constitute "good cause" shall be handled under the Grievance Procedure set forth in Article X.

2. The Employer shall have the right to appoint a Roundsman, provided the individual appointed is on the Employer's Regular List for a minimum period of twelve (12) months.

3. All Security Officers employed by any Employer shall be selected or dismissed solely by the Employer without direction, interference or coercion by the Union or by an official or member thereof. Any dispute as to whether the dismissal of a Roundsman has been discriminatory shall be handled under the Respect and Dignity Program in the Maritime Industry Workplace. See Article XXI.

ARTICLE IX

Duties of Guards, Gatemen and Roundsmen

1. In order to effectuate the maximum security of cargo, ships and piers, the duties of Guards, Gatesmen and Roundsman shall include, but shall not be limited to, such primary functions as hereinbelow specified:

(a) *Guards* shall prevent tampering with, broaching or unauthorized moving of cargo; maintain for security purposes tallies of cargo when so directed by a Roundsman, by a Management Security Officer (MSO) or other representative of the Employer; examine documents of a security nature; record the description and quantity of any cargo removed from their section or post and by whom; prohibit smoking in the hold, on the deck, on the dock and in other restricted areas; and report any irregularities to the Roundsman or MSO.

(b) (i) *Gatemen* shall perform all security functions required at the gate and shall report any and all irregularities or suspicion of irregularities to the Roundsman or MSO. They shall prohibit persons or vehicles from entering or departing from the facility of the Employer without proper identification; prevent the entrance into or the departure from the facility of all cargo, material, packages, equipment or any other merchandise without proper documents; record the entry and departure of all vehicles indicating, to the best of their ability, the number of packages or articles thereon as shown by the gate pass; and, in the event they believe or have reason to believe there is any irregularity in connection with said vehicle, stop the vehicle, prevent its entry or departure from the facility and immediately notify the Roundsman or MSO.

(ii) Gatemen shall also inspect any or all parts of a vehicle.

(iii) When a facility is not "working" *i.e.*, receiving or delivering cargo or handling passengers, Gatemen shall also perform such other security duties within fifty (50) feet inside the gate as may be assigned to them.

(c) (i) *Roundsmen* shall receive orders from the Pier Superintendent, MSO and if a Security Agency is involved, from an appropriate official of said Agency. They shall give orders, instructions and information necessary for security to the Guards and Gatemen under their jurisdiction, and shall see that they are properly attired and capable of discharging their duties before assigning them to their respective posts. Roundsmen shall be responsible for seeing that all reports on property damage, cargo damage, personal injury, violations of law, violations of the Employer's rules and regulations and unusual occurrences are properly written up and submitted. Roundsmen shall make periodic inspections of the facility, keep informed of the movement of cargo and properly instruct and place the Guards and Gatemen to obtain maximum security. They shall not take the place of any Guard or Gateman except for the purpose of a personal relief or in case of an emergency.

(ii) A Roundsman shall remain a Roundsman unless the position has been eliminated, the Roundsman is terminated for cause or elects to change status, subject to provisions of the Seniority Article, Paragraph I.6. The purpose of this provision is to prohibit the Roundsman from working in such position one day, reverting to a Guard or Gateman position another day and then reverting back to a Roundsman.

2. The above specification of primary functions, which shall be performed with due diligence, is not intended to exclude other duties of a security nature to be performed by Guards, Gatemens or Roundsmen to which they may be assigned by the Employer within the area defined by this Agreement.

3. On facilities where Guards and Gatemens are employed, they shall receive their orders from a Roundsmen and from no one else.

4. It is expressly agreed and understood between the Parties that no MSO will perform any of the duties hereinabove described, which duties shall be performed exclusively by members of the Union.

5. No disproportionate number of MSOs shall be hired in relation to the number of Guards hired.

6. Dogs shall not be used on any facility covered under the terms of this Agreement except at Pier 11 where dogs are currently in use.

ARTICLE X

Grievance Procedure

1. (a) Except where otherwise specifically stated, any dispute or grievance arising out of or relating to this Agreement, must be filed within thirty (30) calendar days of the occurrence or notice thereof.

(b) Any dispute or grievance arising out of or relating to this Agreement, with the exception of a termination of a Security Officer, must be discussed at Pier Level in an effort to arrive at a settlement within seven (7) days of the receipt of the grievance.

(c) The right of a Shop Steward, if one is designated, to participate in such discussions with a designated representative of the Employer is recognized. The Union's Business Agent must be present during such discussion.

(d) Settlements arrived at Pier Level shall be final and binding upon the Parties.

(e) Any grievance not settled at Pier Level that does not relate to a termination shall be heard by the Seniority Board.

(f) Any dispute or grievance arising out of or relating to this Agreement, if not adjusted under the procedure set forth above, and any appeal of a Decision of the Seniority Board, shall be referred in writing for adjustment or decision within fourteen (14) days to a Labor Relations Committee of two (2) members, one (1) member appointed by PPGU and one (1) member appointed by NYSA.

(g) Any grievance concerning the termination of a Security Officer must be taken up within three (3) working days by the Labor Relations Committee.

(h) Decisions of the Labor Relations Committee shall be final and binding on all Parties.

2. Pending any adjustment or decision, the Employer agrees that there shall be no suspension of work and the PPGU agrees that work shall continue to be performed as directed. In the event the Security Officers stop work because of such dispute or grievance, the Employer shall not be bound by the Grievance Procedure nor shall it be required to submit the matter to arbitration.

3. (a) If a matter is not resolved by the Labor Relations Committee of two, the matter in dispute or grievance shall be submitted in writing, within twenty-one (21) days of a deadlock to a Labor Relations Board of four, two members of which shall be representatives of the Employers and two members of which shall be representatives of the Union. The Parties shall each appoint two alternate representatives to the Labor Relations Board who shall be permitted to sit as members only when a regular member of the Labor Relations Board is absent. The members and their alternates appointed by the Employers shall be representatives of the direct Employers. Any dispute or grievance which has been discussed at Pier Level and which has deadlocked at the Labor Relations Committee may not be referred back to Pier Level by the Labor Relations Board. No dispute or grievance before the Labor Relations Board may be adjourned more than once unless both sides agree to a further adjournment.

(b) Decisions of the Labor Relations Board shall be final and binding on all Parties.

4. In the event of a failure on the part of the Labor Relations Board to reach a satisfactory adjustment or decision, unless the matter is adjourned by agreement of the Labor Relations Board, the matter in dispute or grievance shall, within seven (7) days of a deadlock, be submitted by either or both Parties to Arbitration before an Arbitrator selected from a panel of three permanent Arbitrators chosen by the Parties and used in rotation. The Arbitrator shall render a decision in writing and said decision shall be final and binding upon the Parties.

5. No Employer nor any PPGU official shall make any change in this Agreement or render any interpretation of any provision which shall be binding on any of the Parties. A difference of opinion regarding the meaning of any provision of this Agreement which cannot be amicably adjusted between the Parties shall be submitted for resolution in accordance with this Grievance Procedure.

6. In the event that several disputes or grievances are pending at the same time, priority in handling shall be given to such disputes or grievances that involve discharge, suspension or other disciplinary action.

7. The Parties shall bear equally the expense of any submission to Arbitration.

8. The Parties shall agree upon a panel of Arbitrators.

ARTICLE XI

Discipline

1. A committee of Union and Employer representatives shall be appointed and shall be required to establish uniform disciplinary procedures to be applied by all Employers for lateness, assignment refusals, motor vehicle accidents and safety.

2. No beer or other intoxicating liquors shall be brought onto the property of an Employer by any Security Officer. There shall be no smoking in the hold, on deck, on the dock or in other restricted areas.

3. No Security Officer shall leave the facility during working hours for any purpose whatsoever, except with the express permission of the Roundsman or MSO.

4. The PPGU will not uphold any Security Officer's incompetence, shirking of work, failure to perform any of the duties required of a Security Officer under this Agreement or bringing alcohol or other prohibited substances on the facility of an Employer. Engaging in any of these offenses, or stealing, shall be sufficient cause for dismissal of a Security Officer by the Employer.

5. A Security Officer found guilty of violating any provision of this Article may be discharged and given no further employment by the Employer.

6. Any termination of employment may be an industry termination and the Security Officer may not work for any other Employer under the collective bargaining agreement. Such termination shall be subject to review by the Labor Relations Committee upon the filing of a grievance.

7. Any suspension from employment may be an industry suspension and the Security Officer may not work for any other Employer under the collective bargaining agreement during the period of suspension. Such suspension shall be subject to review by the Seniority Board upon the filing of a grievance.

ARTICLE XII

Absenteeism

1. All Security Officers shall report to work and shall remain at work until their assignments are completed.

2. Each Security Officer shall advise his/her Employer when he/she is unavailable for work.

3. Any Security Officer who fails to report to work will be subject to the following penalties:

1 st Offense:	Written warning;
2 nd Offense:	2 days off;
3 rd Offense:	1 week off;
4 th Offense:	2 weeks off;
5 th Offense:	Removal from posted position (may not apply for any positions for 4 months);
6 th Offense:	Removal from Employer's Regular List and placed on Employer's Extra List;
8 th Offense:	Three (3) weeks off with a written warning that the 10 th offense may result in permanent termination of further employment under the NYSA-PPGU Collective Bargaining Agreement;
9 th Offense:	A final warning that the next offense may result in permanent termination of further employment under the NYSA-PPGU Collective Bargaining Agreement; and
10 th Offense:	Possible permanent termination of further employment under the NYSA-PPGU Collective Bargaining Agreement.

The violations above shall be based on a twelve (12) month rolling time period beginning with the first violation.

In the event a Security Officer is removed from an Employer's Regular List he/she may petition the Seniority Board for reinstatement to the Regular List after a four month period from the date of removal.

The Employer, the Union and Seniority Board will immediately be provided with a copy of any written warning, any notice of suspension and any notice of termination of employment under the Collective Bargaining Agreement given to a Security Officer.

ARTICLE XIII

No Discrimination

Neither the PPGU nor any Employer shall discriminate in employment opportunities or hiring practices on the basis of sex, pregnancy, marital status, sexual preference, race, color, religion, national origin, age, disability, Union membership or any other distinction protected by relevant law.

ARTICLE XIV

Vacations and Holidays

The NYSA-PPGU Vacation and Holiday Fund and Plan shall be continued.

1. Paid Vacations

(a) Vacation Eligibility for Security Officers First Employed on or before December 31, 1996.

A Security Officer who, in any fiscal year commencing October 1, receives from the Employer payment for:

(i) not less than 700 hours and not more than 1,099 hours shall receive one week's vacation pay (forty hours at the basic straight-time hourly rate);

(ii) 1,100 or more hours shall receive two weeks' vacation pay (eighty hours at the straight-time hourly rate);

(iii) 1,300 or more hours shall receive three weeks' vacation pay (one hundred twenty hours at the straight-time hourly rate), provided the Security Officer received payment for not less than 700 hours in five of the immediately preceding six fiscal years; and

(iv) 1,500 or more hours shall receive six weeks' vacation pay (two hundred forty hours at the straight-time hourly rate), provided the Security Officer received payment for not less than 700 hours in ten of the immediately preceding 12 fiscal years.

(b) Vacation Eligibility for Security Officers First Employed on or after January 1, 1997.

A Security Officer who, in any fiscal year commencing October 1, receives from the Employer payment for:

(i) not less than 1,000 hours shall receive one week's vacation pay (forty hours at the basic straight-time hourly rate);

(ii) 1,100 or more hours in the third, fourth and fifth years of employment shall receive two weeks' vacation pay (eighty hours at the straight-time hourly rate), provided the Security Officer received payment for not less than 1,000 hours in each of the immediately preceding two fiscal years;

(iii) 1,300 or more hours in the sixth, seventh, eighth and ninth years of employment shall receive three weeks' vacation pay (one hundred twenty hours at the straight-time hourly rate), provided the Security Officer received payment for not less than 1,000 hours in each of the immediately preceding five fiscal years; and

(iv) 1,500 or more hours in the 10th and any subsequent years shall receive four weeks' vacation pay (one hundred sixty hours at the straight-time hourly rate), provided the Security Officer has received payment for not less than 1,000 hours in each of the immediately preceding nine fiscal years.

(c) Security Officers first employed on or before December 31, 1996, who are unable to work due to an illness or injury, who receive Workers' Compensation payments or non-occupational disability benefits from the NYSA-PPGU Welfare Fund, shall receive hours credited towards the prior contract year eligibility requirement, prorated at the rate of 25 hours per week (not to exceed a total of 700 hours in any one contract year), during the period such benefits are received and for an additional period of not more than 2 weeks subsequent to the cessation of the receipt of such benefits if the injury or illness continues, provided such continuation of illness or injury is substantiated to the satisfaction of the Board of Trustees of the NYSA-PPGU Vacation and Holiday Fund.

(d) Security Officers first employed on or after January 1, 1997, who are unable to work due to an illness or injury, who receive Workers' Compensation payments or non-occupational disability benefits from the NYSA-PPGU Welfare Fund, shall receive hours credited towards the prior contract year eligibility requirement, prorated at the rate of 35 hours per week (not to exceed a total of 1,000 hours in any one contract year), during the period such benefits are received and for an additional period of not more than 3 weeks subsequent to the cessation of the receipt of such benefits if the injury or illness continues, provided such continuation of illness or injury is substantiated to the satisfaction of the Board of Trustees of the NYSA-PPGU Vacation and Holiday Fund.

(e) No Security Officer shall receive more than one year's prior contract year eligibility based upon the receipt of Workers' Compensation payments or non-occupational disability payments.

(f) The Board of Trustees of the NYSA-PPGU Vacation and Holiday Fund shall review the case of any Security Officer who, in any one fiscal year, worked between 650 and 700 hours, if employed on or before December 31, 1996, or between 950 and 1,000 hours, if employed on or after January 1, 1997, who applies for one week's vacation pay. The Board of Trustees, in rendering its decision on any such application, shall give consideration to the applicant's previous work record. Its decision shall be final and binding.

2. Paid Holidays

(a) One day's pay (eight hours at the applicable basic straight-time hourly rate) shall be granted for each of the holidays listed in Section 2 (d) below, during each calendar year of this Agreement, to Security Officers who, in the prior fiscal year (October 1 – September 30), received from their Employers either:

- (i) payment for not less than 700 hours, if first employed in the industry on or before December 31, 1996; or
- (ii) payment for not less than 1,000 hours, if first employed in the industry on or after January 1, 1997; and
- (iii) who also received payment for not less than 16 hours for the payroll week in which the particular holiday fell, or
- (iv) has been granted one week's vacation upon review under Section 1(f) above.

(b) In the event a Security Officer, who is unable to work due to an illness or injury, receives Workers' Compensation payments or non-occupational disability benefits from the NYSA-PPGU Welfare Fund, he/she shall receive hours credited towards the prior contract year eligibility requirement, pro-rated at the rate of 25 hours per week for Security Officers first employed in the industry on or before December 31, 1996 (not to exceed a total of 700 hours in any one contract year), during the period such benefits are received, for an additional period of not more than 2 weeks subsequent to the cessation of the receipt of such benefits if the injury or illness continues, provided such continuation of illness or injury is substantiated to the satisfaction of the Board of Trustees of the NYSA-PPGU Vacation and Holiday Fund; or pro-rated at the rate of 35 hours per week if first employed in the industry on or after January 1, 1997 (not to exceed 1,000 hours in any one contract year), during the period such benefits are received and for an additional period of not more than 3 weeks subsequent to the cessation of the receipt of such benefits if the injury or illness continues, provided such continuation of illness or injury is substantiated to the satisfaction of the Board of Trustees of the NYSA-PPGU Vacation and Holiday Fund.

(c) No Security Officer shall receive more than one year's prior contract year eligibility based upon the receipt of Workers' Compensation payments or non-occupational disability payments.

(d) The paid holidays are as follows:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Contract Day (March 17)
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

(e) Payment for the first eight holidays of the calendar year shall be made in July of each year.

(f) Payment for the second eight holidays of the calendar year shall be made in January of the following year.

(g) A Security Officer who is on a vacation earned pursuant to this Agreement shall be eligible to receive payment from the NYSA-PPGU Vacation and Holiday Fund for all paid holidays falling during the course of the Security Officer's vacation.

3. (a) Each Security Officer shall be required to submit his/her vacation time-off request, on an industry provided form, not later than March 30th of each year of the Agreement. In the event a Security Officer fails to timely submit the required form, the Security Officer shall submit his/her vacation time-off request form not later than 60 days prior to the commencement of such vacation time-off.

(b) Vacation time-off shall be granted on the basis of company seniority in the event of a conflict in scheduling requests.

(c) The Employer shall the right to deny vacation time-off based upon its operational needs.

(d) A Security Officer whose vacation request is denied because of the Employer's operational needs shall have the right to appeal such denial directly to the NYSA-PPGU Labor Relations Committee, which Committee shall issue a final and binding determination.

(e) A Security Officer who fails to timely return from vacation time-off, without good cause, without giving notice to his/her Employer and without providing verifiable documentation upon return, shall lose his/her posted position.

4. An Employer shall be given the discretion to grant unpaid vacation time in excess of a Security Officer's paid vacation time if a shortage of qualified, skilled Security Officers does not exist and if the Employer grants the time fairly and evenly.

Article XV

Defined Benefit Pension Plan

The NYSA-PPGU Pension Fund and Plan shall be continued.

- The Monthly Pension Benefit for Security Officers shall be as follows:

Monthly Rate of Service Retirement Pension Benefit Per Year of Credited Service, Effective January 1, 2008 For Participants Retiring On Or After January 1, 2008 With 2007 Or Thereafter As a Year Of Credited Service						
Minimum Retirement Age	Years of Credited Service	Minimum Average Hours Per Year Of Credited Service For Years Prior To January 1, 1997	Minimum Average Hours Per Year Of Credited Service For Years Commencing On Or After January 1, 1997	First 15 Years Of Service	16-25 Years Of Service	Thereafter
62	15-20	800	1,000	\$58.74	\$65.34	-
		1,200	1,300	\$60.47	\$67.08	-
		1,500	1,600	\$62.78	\$69.39	-
55	21 or more	800	1,000	\$58.74	\$65.34	\$67.48
		1,200	1,300	\$60.47	\$67.08	\$69.21
		1,500	1,600	\$62.48	\$69.39	\$71.52

Monthly Rate of Vested Rights Pension Benefit Per Year Of Credited Service, Effective January 1, 2008 For Participants Retiring On Or After January 1, 2008 With 2007 Or Thereafter As a Year Of Credited Service				
Minimum Retirement Age	Years of Credited Service Effective January 1, 1997	Minimum Average Hours Per Year Of Credited Service For Years Prior to January 1, 1997	Minimum Average Hours Per Year Of Credited Service For Years On Or After January 1, 1997	Monthly Pension Per Year Of Credited Service
65	5-14	800	1,000	\$58.74
		1,200	1,300	\$60.47
		1,500	1,600	\$62.78

**Monthly Rate of Disability Pension Benefit
Per Year Of Credited Service, Effective January 1, 2008,
For Participants Retiring On Or After January 1, 2008
With 2007 Or Thereafter As A Year Of Credit Service**

Minimum Retirement Age	Years of Credited Service	Minimum Average Hours Per Year Of Credited Service For Years Prior To January 1, 1997	Minimum Average Hours Per Year Of Credited Service For Years Commencing On Or After January 1, 1997	First 15 Years Of Service	16-25 Years Of Service	Thereafter
40	15-20	800	1,000	\$53.54	\$58.99	-
		1,200	1,300	\$54.70	\$60.15	-
		1,500	1,600	\$58.16	\$63.61	-
	21-25	800	1,000	\$54.70	\$60.15	-
		1,200	1,300	\$55.85	\$61.30	-
		1,500	1,600	\$59.32	\$65.92	-
	26 or more	800	1,000	\$58.74	\$65.34	\$67.48
		1,200	1,300	\$60.47	\$67.08	\$69.21
		1,500	1,600	\$62.78	\$69.39	\$71.52

**Monthly Rate of Service Retirement Pension Benefit
Per Year of Credited Service, Effective January 1, 2010
For Participants Retiring On Or After January 1, 2010
With 2009 Or Thereafter As a Year Of Credited Service**

Minimum Retirement Age	Years of Credited Service	Minimum Average Hours Per Year Of Credited Service For Years Prior To January 1, 1997	Minimum Average Hours Per Year Of Credited Service For Years Commencing On Or After January 1, 1997	First 15 Years Of Service	16-25 Years Of Service	Thereafter
62	15-20	800	1,000	\$63.74	\$70.34	-
		1,200	1,300	\$65.47	\$72.08	-
		1,500	1,600	\$67.78	\$74.39	-
55	21 or more	800	1,000	\$63.74	\$70.34	\$72.48
		1,200	1,300	\$65.47	\$72.08	\$74.21
		1,500	1,600	\$67.78	\$74.39	\$76.52

**Monthly Rate of Vested Rights Pension Benefit
Per Year Of Credited Service, Effective January 1, 2010
For Participants Retiring On Or After
January 1, 2010 With 2009 Or Thereafter As a Year Of Credited Service**

Minimum Retirement Age	Years of Credited Service Effective January 1, 1997	Minimum Average Hours Per Year Of Credited Service For Years Prior to January 1, 1997	Minimum Average Hours Per Year Of Credited Service For Years On Or After January 1, 1997	Monthly Pension Per Year Of Credited Service
65	5-14	800	1,000	\$63.74
		1,200	1,300	\$65.47
		1,500	1,600	\$67.78

**Monthly Rate of Disability Pension Benefit
Per Year Of Credited Service, Effective January 1, 2010
For Participants Retiring On Or After January 1, 2010
With 2009 Or Thereafter As A Year Of Credit Service**

Minimum Retirement Age	Years of Credited Service	Minimum Average Hours Per Year Of Credited Service For Years Prior To January 1, 1997	Minimum Average Hours Per Year Of Credited Service For Years Commencing On Or After January 1, 1997	First 15 Years Of Service	16-25 Years Of Service	Thereafter
40	15-20	800	1,000	\$58.34	\$63.99	-
		1,200	1,300	\$59.70	\$65.15	-
		1,500	1,600	\$63.16	\$68.61	-
	21-25	800	1,000	\$59.70	\$65.15	-
		1,200	1,300	\$60.85	\$66.30	-
		1,500	1,600	\$64.32	\$70.92	-
	26 or more	800	1,000	\$63.74	\$70.34	\$72.48
		1,200	1,300	\$65.47	\$72.08	\$74.21
		1,500	1,600	\$67.78	\$74.39	\$76.52

2. (a) Security Officers first employed in the industry on or after January 1, 1997 shall become Defined Benefit Plan participants effective January 1, 2007. Credited service for vesting for each such Security Officer shall commence with each such Security Officer's date of employment.

(b) Accrual of benefits for Security Officers first employed in the industry on or after January 1, 1997 shall commence on January 1, 2007 at the same rate in effect for Security Officers first employed in the industry on or before December 31, 1996.

3. Security Officers employed in the industry prior to January 1, 1997, who are re-employed after suffering an irrevocable break-in-service, shall be required to obtain 1,000 hours of credited service in a calendar year to again become a participant in the NYSA-PPGU Pension Plan.

4. A participant shall be eligible to receive two years of credited service based upon Workers' Compensation hours credited in any ten consecutive year period. Hours shall be credited at the rate of 31 hours per week for each week for which Workers' Compensation is received to a maximum of the lesser of 1,600 hours or the actual number of hours of credited service in the prior year.

5. A participant shall be eligible to receive one year of credited service based upon non-occupational disability benefits received from the NYSA-PPGU Welfare Fund in any five consecutive year period. Hours shall be credited at the rate of 31 hours per week for each week such benefits are received to a maximum of the lesser of 1,600 hours or the actual number of hours of credited service in the prior year, provided such continuation of illness or injury is substantiated to the satisfaction to the Board of Trustees.

6. The amount to be contributed to the Pension Fund for each year shall be determined by the Actuary in consultation with the Board of Trustees.

7. NYSA and PPGU reaffirm that only they and not the Pension Fund's Board of Trustees have the right to increase pension benefits.

8. The pensioner's death benefit shall be \$5,000. In order to be eligible for this benefit, the pensioner must have retired with fifteen or more years of credited service and not be employed in the industry on the date of death.

9. Officials of the PPGU and its employees and employees of the NYSA-PPGU Employee Benefit Funds shall continue to be covered for benefits under the NYSA-PPGU Pension Plan provided that contributions are made to the Pension Fund for said officials and employees at the rate determined by the Pension Fund's Actuary.

Article XVI

Defined Contribution Pension Plan

The NYSA-PPGU Money Purchase Pension Fund and Plan, a defined contribution, self-directed, individual investment account pension plan, shall be continued.

1. (a) For Security Officers first employed in the industry on or before December 31, 1996, the Employers shall contribute the sum of \$2.45 per hour of work to the Money Purchase Pension Fund.

(b) For Security Officers first employed in the industry on or after January 1, 1997, the Employers shall contribute the sum of \$1.95 per hour of work to the Money Purchase Pension Fund.

(c) Effective January 1, 2015, contributions to the Money Purchase Pension Fund shall be increased by \$1.25 per hour for all Security Officers.

2. Security Officers who are not on an authorized leave of absence or receiving statutory non-occupational disability benefits or Workers' Compensation, who do not work for a period of twelve (12) consecutive months, shall be considered to have terminated their participation in the Money Purchase Pension Plan. A distribution of such Security Officer's account balance, if less than \$5,000, shall be made to such Security Officer upon proper notification.

Article XVII

Hospital, Medical and Dental Benefits Provided Through the NYSA-PPGU Welfare Plan.

The NYSA-PPGU Welfare Fund and Plan shall be continued.

1. (a) Without regard to the number of hours which may be worked in any one Contract Year (January 1 – December 31), the Employers agree that they will pay into the Welfare Fund \$4,000,000 during the calendar year 2014; \$4,000,000 during the calendar year 2015; and \$4,000,000 during the calendar year 2016. The Employers also agree that notwithstanding the provisions of subsection (e), if additional monies are needed to maintain the current level of benefits for active employees, an additional sum of money, not to exceed \$150,000 for the term of this Agreement, will be payable from the current surplus being held in the Welfare Fund.

(b) In no event shall the Employers make annual contributions to the Welfare Fund in excess of the amounts specified above.

(c) In the event the cost of providing welfare benefits exceeds the amount allocated annually for such benefits, the Trustees of the Welfare Fund shall be directed to reduce/adjust the benefits being provided.

(d) Notwithstanding paragraphs (a), (b) and (c) above, in the event in 2014, 2015 or 2016 the number of Security Officers eligible to receive welfare benefits increases above the number of Security Officers eligible for benefits in 2013, and the amount of contractual contributions is insufficient to cover the cost thereof, the Employers will contribute such amount as is necessary to pay for the increased cost of providing welfare benefits to such additional eligible Security Officers.

(e) Notwithstanding the foregoing, any portion of the Employers' contribution which is not expended to provide the agreed upon benefits in any calendar year shall be applied to reduce the Employers' contribution in the first year of the next NYSA-PPGU contract.

(f) Eligibility for benefits shall be based upon hours credited during an October 1 – September 30 fiscal year.

(g) Any Security Officer who is eligible for welfare benefits in a contract year (participant), who has no hours of employment for sixty (60) consecutive days, shall not lose welfare benefit coverage if the Security Officer:

- Makes himself/herself available for and accepts all work opportunities offered; or
- Is collecting Workers' Compensation payments; or
- Is collecting A&H or TDB.

(h) Any participant who fails to work or seek employment during a period of 60 consecutive days or who goes on a leave of absence without filing and obtaining approval for such leave shall lose his/her eligibility for welfare benefits. Such Security Officer (former participant), should he/she return to employment in the industry, shall be required to re-qualify for Welfare Fund benefits.

(i) A retiree who becomes Medicare eligible must enroll in Medicare Parts A and B no later than one month after becoming Medicare eligible in order to receive retiree benefits from the Welfare Fund.

(j) The Board of Trustees of the Welfare Fund is directed to establish the rules for prescription eligibility for participants who have enrolled in Medicare Parts A and B.

(k) A participant presently receiving Part B premium reimbursement shall continue to receive such reimbursement. Participants who first become eligible to participate in the HMO Medicare Program offered by the Welfare Plan on or after July 1, 1997 shall be eligible to receive the Part B premium reimbursement of \$74.40 per calendar quarter only if they are enrolled in Medicare Part B and participate in the Fund's HMO Medicare Program.

The Welfare Fund shall not pay the Part B premium reimbursement to a participant who is receiving, in whole or in part, a reimbursement of such premium from any source or if such premium or part thereof is being paid on behalf of the participant.

2. During the calendar years 2014, 2015, 2016:

(a) A participant who has at least 1,600 hours of credited service in the immediately preceding fiscal year (October 1 – September 30) shall receive health, prescription and dental coverage.

(b) A participant shall be eligible to receive two years of credited service in any ten consecutive fiscal year period based upon Workers' Compensation credited hours. Hours shall be credited at the rate of 31 hours per week for each week Workers' Compensation is received, to a maximum of the lesser of 1,600 hours or the actual number of hours of credited service in the prior year.

(c) A participant shall be eligible to receive one year of credited service in any five consecutive fiscal year period based upon the receipt of non-occupational disability benefits from the NYSA-PPGU Welfare Fund. Hours shall be credited at the rate of 31 hours per week for each week such benefits are received, to a maximum of 26 weeks in a year and for up to an additional 26 weeks provided continuation of illness or injury is substantiated to the satisfaction of the Board of Trustees, to a maximum of the lesser of 1,600 hours or the actual number of hours credited service in the prior fiscal year.

(d) Service Retirement and Disability Pensioners and their dependents shall continue to remain eligible for Welfare Plan benefits in accordance with the terms and provisions of the Agreement and Declaration of Trust and Plan.

(e) Vested Rights pensioners and their dependents shall not be eligible for Welfare Plan benefits.

3. A participant with at least 1,600 hours of credited service in the fiscal year preceding the year of his/her death shall be eligible for the Welfare Fund's insured's death benefit.

4. Participants are required to visit their physician(s) outside of their scheduled work hours. If a participant is referred to a specialist or a lab for a test procedure which is not available outside of the participant's scheduled work hours, the participant is required to give his/her Employer at least 72 hours advance notice in order to allow for a minimal disruption of the Employer's work schedule. The participant is also required to contact the Welfare Fund Office to determine if other arrangements can be made outside of the participant's scheduled work hours. At the time the participant calls the Welfare Fund Office, the participant shall provide the name and phone number of the specialist or lab to which the referral has been made. In the absence of the required advance notice, the participant will not be paid for the time required to keep the appointment. If the participant's return to work will be delayed for any reason, the participant shall contact his/her Employer and notify the Employer of the reason for the delay and the time the participant expects to return to work.

5. The prescription co-payments shall be as is determined by the Board of Trustees of the Welfare Fund.

6. Officials of the PPGU and its employees and employees of the NYSA-PPGU Employee Benefit Funds shall continue to be covered for such benefits as are provided under the NYSA-PPGU Welfare Plan, provided that contributions are made to the Welfare Fund for said officials and employees in an amount sufficient to cover the cost of providing their benefits.

ARTICLE XVIII

NYSA-PPGU Safety Violations Program

The NYSA-PPGU Safety Violations Program shall be administered by the Seniority Board.

Citations for Safety Violations

Formal Citations shall be issued by Employer representatives for violations by a Security Officer of safety rules, regulations and practices, the Federal OSHA rules, state and local regulations and an Employer's safety procedures. The Citation is set forth at the end of this Article XVIII.

Examples of safety violations for which Citations will be issued are: failure to wear personal protective equipment where and when required (e.g., hard-hats, reflector vests), speeding, ignoring stop signs, erratic driving, hitching rides on mobile equipment and similar unsafe conduct that experience has shown can cause serious personal injury and/or extensive damage to cargo and other property.

The penalties under this Program are progressive:

1 st	Offense	Written Warning
2 nd	Offense	One Day Off Without Pay
3 rd	Offense	One Week Off Without Pay
4 th	Each Subsequent Offense	Two Weeks Off Without Pay

In addition, a fourth Citation involving the operation of a motor vehicle will result in a mandatory Pier Level meeting to determine whether the Security Officer will be permitted to continue driving.

After twelve (12) months without a Citation, the Security Officer's violations record will be expunged and the Security Officer will again start at the 1st Offense should there be any future Citations.

Procedures for Issuance and Appeals

Supervisors are authorized to issue Citations to Security Officers who are observed violating safety regulations. The cited Security Officers will be required to sign a copy of the Citation, where indicated on the Citation, to acknowledge his/her receipt of the Citation. Copies of the Citation will be immediately furnished to the Security Officer, to the Union and to the Seniority Board. The Union and the Seniority Board will also be immediately advised of the imposition of the penalty.

A Security Officer may immediately appeal the issuance of the Citation as is set forth in the Notice to Cited Employee printed at the bottom of the Citation. However, if any Security Officer refuses to acknowledge receipt of the Citation by signing it, he/she shall be deemed to have waived the right to appeal its issuance. A copy of the Citation will, in such event, be mailed to the Security Officer by certified mail, return receipt requested, at the Security Officer's last known address.

The appeal will be considered by the NYS-PPGU Seniority Board within seven (7) business days after its receipt by the Board.

The Seniority Board may rescind a Citation if, in its judgment, it determines that the Citation should not have been issued. In this event, all copies of the Citation and documents relating thereto, will be destroyed. Notwithstanding any other provision of this Agreement, the decision of the Seniority Board on an Appeal from a Safety Citation shall be final and binding.

No penalty shall become effective until the later of seven (7) days after the date the Citation was issued or the date of the denial of the Security Officer's appeal.



**NYSA-PPGU Seniority Board
CITATION FOR SAFETY VIOLATION**

Name of Employee _____ WFC# _____ Date of Citation (M/D/Y) _____

Name of Employer _____

Specific location where violation occurred:

Work (or activity) in which the employee was engaged when the violation occurred:

Description of the violation (include, if known, the particular safety provisions that were violated):

For Employer: _____ Signature _____ Print Name Title	I received a copy of this Citation and read the Notice below. _____ Employee's Signature _____ Date WFC#
---	---

NOTICE TO CITED EMPLOYEE

If you refuse to sign this Citation, you cannot appeal the violation.

You may appeal this Citation For Safety Violation provided you acknowledge its receipt. Within seven (7) days following your receipt of this violation, you may appeal it by filing your written appeal in person or by mail with the NYSA-PPGU Seniority Board, Attention, Secretary to the Board, 889 Broadway, Bayonne, NJ 07002-3032. If you choose to file by mail, then the envelope containing your appeal must be post-marked no later than the fifth (5th) day after you receive this Citation. A copy of the Citation must be included with your appeal together with an explanation of why you believe the Citation should not have been issued or why the penalty assessed should not be imposed.

Article XIX

Seniority

Seniority shall be governed by and in accordance with the Seniority Article annexed hereto and made a part of this Collective Bargaining Agreement.

Article XX

Drug and Alcohol Abuse

The Drug and Alcohol Abuse Program is annexed hereto and made a part of this Collective Bargaining Agreement.

Article XXI

Respect and Dignity in the Maritime Industry Workplace

The Respect and Dignity Program in the Maritime Industry Workplace is annexed hereto and made a part of this Collective Bargaining Agreement. Any claim of discrimination shall be handled under this Program.

Article XXII

Supplemental Benefits

1. NYSA shall pay the sum of \$300,000 for Supplemental Benefits for the Contract Year 2014; \$300,000 for Contract Year 2015; and \$300,000 for Contract Year 2016.
2. The highest category of eligibility for a Supplemental Benefit payment shall be 1,500 hours per year.

Article XXIII

No Strike - No Lock-Out

1. During the terms of this Agreement and during any period of negotiation for its renewal or extension, NYSA and the Employers agree there shall be no lock-out of the PPGU members and the PPGU agrees that there shall be no picketing and no stoppage of work or strike by its members.
2. In the event of a strike by any other Union or group of individuals, the PPGU agrees that the Security Officers will nevertheless continue at their posts and protect the property and cargo of the Employers.
3. In the event that any member of the PPGU violates Section 2 above, such Security Officer or Security Officers may be discharged at the discretion of the Employer.

Article XXIV

Miscellaneous

1. In the event a Security Officer is called for jury duty, the Union will work with the Employer to effectuate a temporary shift change during the period of jury service.

2. Upon the substantiated complaint of a Security Officer that he/she has been assaulted or threatened with assault because of, or in connection with the performance of the Security Officer's duties, the Employer shall aid and support such Security Officer in a charge before the appropriate authorities.

3. If any provision of this Agreement is adjudged in a final judgment or order to be illegal, unlawful or in violation of existing law, such adjudication shall not relieve the Parties from their rights and liabilities, or limit their rights and liabilities under this Agreement, except to the extent that such provision is adjudged to be unlawful, illegal, or in violation of law.

4. If any provision of this Agreement is adjudged to be illegal, unlawful or in violation of existing law as set forth in 3 above, the Parties will confer in an effort to agree upon a suitable resolution of the issue. If they fail to agree on a resolution, the issue shall be considered a grievance and submitted to an arbitrator for resolution in accordance with the Grievance Procedures set forth in Article X. The Parties shall advise the arbitrator that the essence and spirit of the provision should be retained to the extent permitted by law.

Article XXV

Term of Contract

Except as may otherwise be provided, this Agreement shall be effective from 12:01 A.M. January 1, 2014 to midnight, December 31, 2016.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals this 18th day of June, 2015.

**PORT POLICE & GUARDS UNION,
LOCAL 1456**

NEW YORK SHIPPING ASSOCIATION, INC.

By: S/John T. Oates
**JOHN T. OATES,
PRESIDENT**

By: S/ Charles K. Darrell
**CHARLES K. DARRELL,
EXECUTIVE VICE PRESIDENT
CHIEF OPERATING OFFICER**

NYSA-PPGU
SENIORITY ARTICLE



ANNEX A

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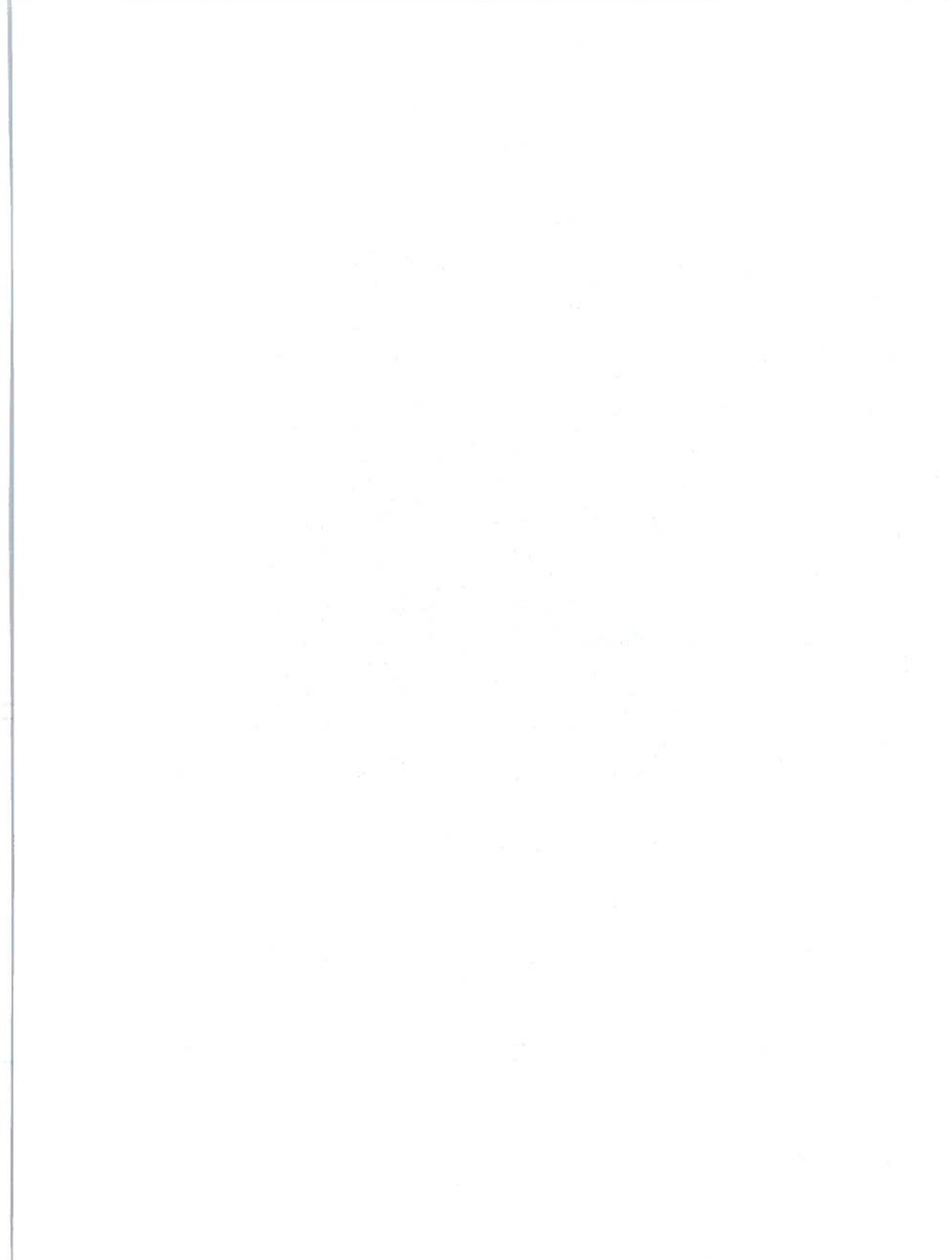


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SENIORITY ARTICLE

SENIORITY shall be defined as the basis upon which Security Officers are accorded priority in employment. A copy of this Seniority Article shall be available in the PPGU Office and at piers and terminals where Security Officers are employed.

A. SENIORITY

There are three types of seniority. The first which affords a Security Officer the greatest priority is called Company Seniority. A Security Officer's Company Seniority is determined by the date, month and year a Security Officer is placed on an Employer's Seniority List (List). The second which affords a Security Officer the next greatest priority is called Industry Seniority. A Security Officer's Industry Seniority is determined by the year in which a Security Officer enters the industry. The third which affords a Security Officer the least priority is called Commission Seniority, A Security Officer's Commission Seniority is determined by a Security Officer's Waterfront Commission Number.

B. PLACEMENT ON REGULAR AND EXTRA LISTS

1. Security Officers who are considered by the NYSA-PPGU Seniority Board (Seniority Board) as Regular Security Officers (Regulars) shall be placed on their Employer's Regular Seniority List (Regular List) (Exhibit 1) in Company Seniority order, meaning those who are placed on the List first shall have priority in employment before those who are placed on the List at a later date. Those who have the same Company Seniority shall be placed on the Regular List in Industry Seniority order, meaning those who entered the industry in an earlier year shall have priority in employment before those who entered the industry in a later year. Those with the same Company Seniority and Industry Seniority shall be placed on the Regular List in Commission Seniority order, meaning those with a lower Waterfront Commission Number have priority in employment before those with a higher Waterfront Commission Number.

2. An Employer may create a supplemental list of Security Officers who are not on its Regular List. These Security Officers are considered by the Seniority Board as Extra Security Officers (Extras). They shall be placed on the Employer's Extra Seniority List (Extra List) (Exhibit 1) in Company Seniority order, meaning those who are placed on the List first shall have priority in employment before those who are placed on the List at a later date. Those who have the same Company Seniority shall be placed on the Extra List in Industry Seniority order, meaning those who entered the industry in an earlier year shall have priority in employment before those who entered the industry in a later year. Those with the same Company Seniority and Industry Seniority shall be placed on the Extra List in Commission Seniority order, meaning those with a lower Waterfront Commission Number have priority in employment before those with a higher Waterfront Commission Number.

3. The Seniority Board shall maintain Regular and Extra Lists. Employers shall furnish to the NYSA and PPGU any requests for changes in, additions to or deletions from the Lists requested during the year.

C. INITIAL LISTS

1. An Employer that does not have a List shall provide notice or post an Initial Security Officer List (Initial List) at its piers and terminals. Any Security Officer interested in being added to that Employer's Initial List shall add his/her name to the List.

2. When notified of an Initial List request, the PPGU shall assist the Employer in posting such notice at all facilities covered by the Collective Bargaining Agreement where Security Officers sign-in. The PPGU will also post such notice in the PPGU Office. The notice shall be posted for at least one week (Monday to Monday).

3. After the postings are completed, the most senior Security Officers applying for the positions shall be placed on the Employer's Regular List in accordance with their Industry Seniority. Those having the same Industry Seniority shall be placed on the Regular List in accordance with Commission Seniority. Notwithstanding the above, an Employer shall not be required to place a Security Officer on its Regular List if the Employer, in its sole discretion, determines that a Security Officer is not qualified.

4. Any Security Officer who believes he/she has been passed over shall have the right to file a grievance within thirty (30) calendar days after the Initial List has been established.

D. ADDITIONS TO REGULAR AND EXTRA LISTS OF EXISTING EMPLOYERS/MAINTENANCE OF LIST POSITIONS

1. A Security Officer shall only be permitted to appear on one Employer's Regular List. No Security Officer shall appear on more than one Employer's Regular List.

2. (a) To obtain a position on a Regular List, a Security Officer who entered the industry on or before December 31, 1978, is required to make himself/herself available for and accept work for his/her Employer for a minimum of seven hundred (700) hours in a calendar year. Once a Security Officer obtains a Regular List position, he/she shall thereafter make himself/herself available for and accept work for his/her Employer for a minimum of seven (700) hours per calendar year on a regular basis to maintain his/her position on a Regular List. A Security Officer who has been on a Regular List for less than fifteen (15) years, who is unable to meet this minimum requirement, shall be placed on the Employer's Extra List in accordance with his/her Industry Seniority, provided the Employer's action is not unreasonable.

(b) To obtain a position on a Regular List, a Security Officer who entered the industry on or after January 1, 1979, is required to make himself/herself available for and accept work for his/her Employer for a minimum of one thousand (1,000) hours in a calendar year. Once a Security Officer obtains a Regular List position, he/she shall thereafter make himself/herself available for and accept work for his/her Employer for a minimum of one thousand (1,000) hours per calendar year on a regular basis to maintain his/her position on a Regular List. A Security Officer who has been on a Regular List for less than fifteen (15) years who is unable to meet this minimum requirement, shall be placed on the Employer's Extra List, in accordance with his/her Industry Seniority, provided the Employer's action is not unreasonable.

(c) A Security Officer who has been on a Regular List for fifteen (15) years or more years, who is unable to meet this minimum work requirement during any one calendar year, shall not be removed from the Regular List but shall be retained on such List. Regular Security Officers may only avail themselves of this protection once during the course of their employment as a Security Officer.

3. Security Officers on a Regular List shall receive priority in employment with that Employer regardless of the pier or terminal contracted for by the Employer. Except as otherwise provided herein, the Employer shall be required to employ all Security Officers on its Lists in seniority order before hiring Security Officers who are not on its Lists. The priority in employment of a Security Officer by seniority shall be applied only to the employment of a Security Officer. It shall not apply to job assignments selected by the Employer. The Employer shall have the free and unrestricted right to assign Regulars, Extras, or any other Security Officers employed by the Employer to any job or position as may be determined by the Employer.

4. Although Security Officers on an Employer's Regular List are entitled to first priority in employment, those Security Officers who are employed must be qualified to perform the available work. If, in the opinion of the Employer, all Security Officers on its Regular List are not qualified to perform the duties required by a particular job, the Employer shall have the right to employ Security Officers from its Extra List or Security Officers who are not on either of its Lists, as the case may be. In this event, the PPGU and NYSA shall be notified immediately by telephone, e-mail or facsimile.

5. Except for a Security Officer who was previously removed from a Regular List for just cause, any Regular who loses a position due to lack of work at an Employer's facility shall be placed on every other Employer's Extra List in accordance with his or her Industry Seniority. For the year in which that Regular loses his/her position, the hours earned with the Employer with which the Regular lost his/her position shall be added to the hours earned with all other Employers until the Security Officer obtains sufficient hours to be placed on an Employer's Regular List.

If such Regular works at least one thousand (1,000) hours in the calendar year that he/she lost his/her position and works for more than one Employer in addition to the Employer with which he/she lost the position, he/she shall be required to choose the Regular List on which he/she is to be placed from among all the Employers for which he/she worked in the calendar year.

This selection shall be made no later than January 31 of the year following the loss of his/her position.

E. EMPLOYMENT PROCEDURES

1. Security Officers shall call the Roundsman between 2:00 PM and 3:30 PM for work for the following day. Security Officers shall call the Roundsman between 2:00 PM and 3:30 PM on Friday, for work on Saturday, Sunday and Monday [12 to 8 and 8 to 4 shifts]. At 3:30 PM, the Roundsman will assign work on the basis of seniority and will call such Security Officers with their assignments prior to 5:00 PM. A Security Officer may call the Roundsman for an assignment between 4:00 PM and 5:00 PM if he/she had called the Roundsman for work for the following day and he/she had not heard from the Roundsman.

2. Regular List: First priority shall be accorded to Security Officers on an Employer's Regular List in the order of their Company Seniority on the Regular List. Once hired, the Employer shall have the right to freely select and assign Regulars to such positions or duties as may be determined in the Employer's sole discretion. All Regulars shall be employed before Extras are employed, except as provided in Section D, Paragraph 4 above.

3. Extra List: After all Regulars are employed, the Employer shall employ Extras from its Extra List in the order of their Company Seniority on the Extra List. Once hired, the Employer shall have the right to select Security Officers from its Extra List and to assign those Extras to such positions and duties as may be determined in the Employer's sole discretion. All Extras shall be employed before Casuals are employed, except as provided in Section D, Paragraph 4 above.

4. After all Security Officers on an Employer's Extra List have been employed, the Employer shall employ such additional Security Officers (Casuals) as may be required through the Waterfront Commission Hiring Pool.

5. Casuals: Security Officers who are not on an Employer's List shall register for employment as a Casual in the Waterfront Commission Pool. Any Security Officers who are not employed may seek employment as Casuals. See the procedure for Casual hiring entitled "Security Officer Voluntary Hiring System" set forth in Exhibit 2.

6. Employment of Casuals shall be in accordance with Industry Seniority. However, the Employer shall have the unrestricted right to freely select Security Officers of its own choice within the same Industry Seniority based on the Security Officer's fitness and qualification for a particular job.

7. In the event no Security Officers with the necessary qualifications are available to perform the duties specified by the Employer, the Employer may seek Security Officers elsewhere provided:

- (a) The Employer promptly informs the PPGU and NYSA of the Security Officer hired by telephone, e-mail or facsimile, and
- (b) Any Security Officer already hired is given the right to complete the job assignment for which he/she was hired until a qualified Security Officer becomes available.

8. When Casuals are sent to a pier or terminal to work and the need exists for them to be carried over from day-to-day, the person ordering the Casuals back to work from day-to-day will order back the Casuals from among those Casuals who worked on the previous day who have the most Industry Seniority.

F. TAKEOVERS

1. Takeovers: In the event an Employer's work is taken over by another Employer, the Seniority Board shall meet to determine the method and manner of filling all positions for the new Employer.

2. Generally, the Seniority of a Regular List Security Officer whose Employer ceases security operations under the Collective Bargaining Agreement shall continue with the new Employer that assumes the performance of the former Employer's security operation.

G. REPORTS

Each Employer shall submit weekly to the PPGU a report of all Security Officers working daily by name, social security number, date, location and seniority classification (Exhibit 3). The report shall be delivered to the PPGU no later than the Wednesday following the end of the work week (Sunday). No Seniority grievance filed by the PPGU relating to a weekly report will be heard if not filed within thirty (30) calendar days after the PPGU receives the report.

H. QUALIFICATIONS FOR EMPLOYMENT

1. Any Security Officer who is employed under the Seniority Article must be qualified and able to perform the duties of the job for which the Security Officer is employed.

2. All Security Officers hired after January 1, 2011, shall have and maintain a valid driver's license where driving is required. All Security Officers who had a valid driver's license, whose license was revoked or suspended are required to immediately notify their Employer of such revocation or suspension.

3. All Security Officers shall have or develop proper communication skills (basic phone and radio skills), reporting (writing) skills, and computer skills.

4. The Employer shall have the right to freely select Security Officers of its choosing within the limitations of this Seniority Article. The Employer shall also have the right to determine a Security Officer's fitness and qualification for a particular job. Factors to be considered by the Employer shall include the Security Officer's skill, diligence, capability, character, attendance record, dependability, integrity and physical ability to perform the functions of the job to which he/she is assigned.

I. ROUNDSMEN

1. An Employer shall have the right to appoint a Roundsman. If a Security Officer is offered a Roundsman's or Gateman's job and declines such position, such Security Officer shall not be discriminated against for declining the promotion.

2. All new Roundsmen shall be selected from the Employer's Regular List.

3. To be appointed as a Roundsman a Security Officer is required to have been on his/her Employer's Regular List for a minimum period of twelve (12) months.

4. For purposes of promotion to the position of a Roundsman, all Security Officers with twelve (12) months or more of seniority on the Employer's Regular List shall be deemed to have equal seniority.

5. A Roundsman shall retain Company, Industry and Commission Seniority while working as a Roundsman.

6. A Roundsman who loses his/her position, unless discharged for cause, may be offered the next Roundsman's position for which he/she is qualified that becomes available with his/her Employer.

J. NYSA-PPGU SENIORITY BOARD

1. The Seniority Board, shall be composed of one (1) representative appointed by the NYSA and one (1) representative appointed by the PPGU.

2. There shall be a minimum of four (4) Seniority Board meetings per year.

3. Any grievance filed by a Security Officer or the PPGU shall be submitted to the Seniority Board in writing and signed by the grievant on a form provided by the Seniority Board (Exhibit 4) before it will be considered. Such grievance shall be filed within 30 days of the occurrence or Notice thereof. Any grievance brought by an Employer shall be in writing and signed by a representative of the Employer.

4. The Seniority Board shall be the sole judge of the sufficiency of the evidence presented for consideration in resolving any dispute brought before it and it shall fashion such remedy as it determines is appropriate.

5. The Employer will make a reasonable attempt to give substitute employment to a grievant and/or a Security Officer who is required to attend a Seniority Board meeting as a witness. Prior to the scheduled meeting, the Seniority Board will make a determination as to whether the grievant and/or other Security Officer is required to attend a Seniority Board meeting.

6. An Appeal to the Labor Relations Committee may be taken from a Decision of the Seniority Board by mailing or delivering in person such Appeal to the Secretary of the Seniority Board no more than fourteen (14) calendar days after the date of the letter setting forth the Seniority Board's Decision.

K. LOSS OF SENIORITY/PROBATIONARY PERIOD

1. Company Seniority

A Security Officer's Company Seniority shall cease in the event the Security Officer retires, voluntarily quits, resigns, is discharged for cause or works fewer hours than the hours required to maintain his/her Seniority set forth in Section D, Paragraph 2, above.

2. Industry Seniority

A Security Officer who fails to work 400 hours in any calendar year shall lose his/her Industry Seniority.

3. Seniority shall be subject to review and to appropriate adjustments on January 1 of each year. The Seniority Board shall be required to take into consideration only those hours worked during the preceding calendar year.

4. All new Security Officers will be considered probationary Security Officers until the 90th day following the beginning of their employment in the Industry.

L. LAY-OFFS

Notwithstanding any other provision of this Article, including the provisions on posted positions, whenever a lay-off occurs, Security Officers will be laid off in accordance with Company Seniority, last in – first out. This provision shall not apply to a Roundsman who has continuously served as Roundsman for at least one year or, commencing as of December 31, 1988, to a Gateman who has continuously served as a Gateman at the same gate for one year.

M. MISCELLANEOUS

1. For the purpose of any promotion or new assignment to the position of Gateman, Security Officers with three (3) or more years' seniority on an Employer's Regular List shall be deemed to have equal seniority. However, the Employer, in its sole discretion, shall determine if the Security Officer is qualified for the position.

2. Each Friday, Employers shall endeavor to establish schedules for work on Saturday, Sunday and Monday [12 to 8 and 8 to 4 shifts] to assure that Security Officers on the Employers' Regular Lists are offered work when available pursuant to their List positions. However, see Section O below if the position is a Posted Position.

3. (a) A Regular shall have the option of working both weekend days in any work week if such work is available provided all of the same Employer's other Regulars have worked one weekend day in such a week and, provided further, that such Regulars have made themselves available to their Employer for weekend work by 5:00 PM Friday. However, no Regular may work more than one eight (8) hour shift in a twenty-four (24) hour period, except as hereinafter provided in (c) below.

(b) After all Regulars have been afforded the opportunity of working seven (7) days, Extras shall be eligible to work a weekend day.

(c) Regulars may work more than one shift on a weekend day if any Extra, who has not worked on that day, is not available to work or has declined work.

(d) This shall not be construed to limit an Employer's right to select qualified Security Officers for any assignment.

4. Allowable Breaks-in-Service:

(a) No credit for allowable breaks-in-service shall be given unless the Security Officer has one year of industry seniority (400 hours) prior to such break-in-service.

(b) In connection with Company and Industry Seniority, credit shall be given to prevent a break-in-service while a Security Officer is on Workers' Compensation, statutory non-occupational disability benefits (A&H or TDB) or a leave of absence approved by the Seniority Board.

(c) In connection with Company Seniority, credit shall be given to prevent a break-in-service if a Security Officer is removed from any Employer's List for lack of work and is rehired by the same Employer within twelve (12) months. In such case, the Security Officer shall be reinstated with his/her former Company Seniority.

(d) Credit for periods of PPGU and NYSA-PPGU Employee Benefit Fund employment shall be granted without any limitation on the number of years credited.

5. Leave of Absence:

(a) Requirements for a Leave of Absence.

(i) A Leave of Absence shall be defined as an absence of sixty (60) or more consecutive days not attributable to Workers' Compensation, statutory non-occupational disability (A&H or TDB) and/or paid vacation and holidays for which a Security Officer received credited hours pursuant to the Collective Bargaining Agreement.

(ii) A Security Officer may be granted a Leave of Absence provided the Security Officer has been employed in the Industry for no less than 1,000 hours per calendar year for three (3) consecutive years immediately preceding the Security Officer's request for a Leave of Absence. Leaves of Absence shall be granted on the basis of seniority in the event of a conflict in scheduling.

(iii) No Leave of Absence may be granted that is more than 12 months in duration and no more than one Leave of Absence may be granted in one calendar year.

(iv) All requests for a Leave of Absence shall be approved in advance by the Employer, the PPGU and the Seniority Board.

(b) Procedure for Obtaining a Leave of Absence.

(i) A "Request for Authorized Leave of Absence (Request)" (Exhibit 5) may be obtained at the PPGU Office or at the Office of the Employer and shall be completed and signed by the Security Officer, and his/her Employer and the PPGU.

(ii) The Employer or the PPGU shall have ten (10) business days to approve or deny the Request. If the Employer or the PPGU deny the Request, the Employer or the PPGU shall provide the reason(s) for its denial. The Employer or the PPGU shall forward the Request to the Seniority Board.

(iii) If the Seniority Board approves the Request, the Employer and the PPGU shall be notified of the approval by the Seniority Board. The Security Officer shall immediately notify the Waterfront Commission of the approval of his/her request for a Leave of Absence.

(iv) If the Request is denied by the Employer or the PPGU, the Security Officer shall be notified by the Seniority Board. The Security Officer shall have thirty (30) calendar days from the date of the denial to grieve the denial of his/her request, to the Seniority Board. The decision of the Seniority Board shall be final and binding.

(c) Procedure in the event of the Security Officer's failure to return from an authorized Leave of Absence.

(i) If the Security Officer overstays his/her Leave, he/she shall file a request for the right to return to employment with the Seniority Board setting forth the reason(s) for overstaying his/her Leave.

(ii) The Seniority Board will review the request and make a recommendation on the Security Officer's reinstatement to his/her Employer setting forth the basis for its recommendation.

(iii) If the Employer rejects the Seniority Board's recommendation, the Board shall make a determination on the Security Officer's request for reinstatement which determination shall be final and binding.

N. OVERTIME FAIRNESS

Employers shall maintain the right to select qualified Security Officers for any assignment, including those which may be completed on overtime. However, without prejudice to the Employer's rights, the Employer when possible, will attempt to offer overtime assignments in a fair and equitable manner.

O. POSTED POSITIONS

Notwithstanding any provision to the contrary, the rules regarding hiring for a posted position shall supersede all Seniority rules in conflict with these provisions.

All positions determined to be permanent by an Employer and the PPGU shall be filled after proper notice of posting. The form of notice of posting is attached as Exhibit 6. All permanent positions, exclusive of the position of a Roundsman, shall be posted at such Employer's piers and terminals where Security Officers sign-in and at the PPGU Office.

All Postings shall be for a period of not less than one week (Monday to Monday).

The Employers agree that they will first offer assignments for permanent posted positions to their Regular List Security Officers based on the Company Seniority of the Security Officers who apply. However, the Employer, in its sole discretion, shall determine if a Security Officer is qualified for the permanent posted position.

If a Security Officers accepts a permanent posted position, he/she will be granted first preference in employment in that position.

Procedures:

1. If the position is posted as a six-day position, the Security Officer awarded that position shall be entitled to work six days per week. These six days shall include mid-week holidays and a weekend day.
2. If the position is posted as a five-day position the Security Officer awarded that position shall be entitled to work Monday through Friday, excluding mid-week holidays, unless the position works. In the event that the Employer requires that the position be filled for a mid-week holiday or a weekend day, the Security Officer awarded the permanent five-day posted position will have first preference in employment for the mid-week holiday or weekend day. If the Security Officer in that posted position declines such work it shall be assigned to another Security Officer based on Company Seniority.
3. If all other Regular Security Officers have worked at least one weekend day and the posted permanent position is available for a second weekend day, the Regular Security Officer holding the posted position shall be offered the second weekend day.

4. In the event all Security Officers holding posted positions have worked one weekend day, other weekend work required by the Employer shall be assigned based on Company Seniority.

5. Notwithstanding that a Security Officer has a posted position, the Employer shall have the right, in an emergency situation, to reassign the Security Officer to another assignment during the course of his/her shift. An emergency situation includes a medical emergency, a fire, an accident, a computer breakdown, a gate malfunction, spill of hazardous materials, extreme traffic, extreme volume, or other similar circumstances. Such reassignment shall not affect the number of hours of employment the Security Officer would normally receive at his/her posted position.



NYSA-PPGU SENIORITY BOARD
_____ SENIORITY LIST

COMPANY _____	VERSION _____	EFFECTIVE _____
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<i>REGULAR LIST</i>				<i>EXTRA LIST</i>			
	NAME	WFC#	COM/IND SENIORITY		NAME	WFC#	COMPANY SENIORITY
1.				1.			
2.				2.			
3.				3.			
4.				4.			
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22.				22.			
23.				23.			
23.				23.			
25.				25.			

DATE

COMPANY REPRESENTATIVE

(EXHIBIT 1)

NOTICE: SECURITY OFFICER VOLUNTARY HIRING SYSTEM

EFFECTIVE – MONDAY, AUGUST 2, 2004:

- Security Officers wanting to “shape” must call toll-free, 1-877-WFCNYNJ (1-877-932-6965), in order to establish their availability. The time to call is 10:00 A. M. to 3:00 P. M., Monday through Friday:
- Security Officers should leave a message containing the following information:
 1. their name
 2. their WFC Security Officer License Number
 3. their Telephone Callback Number
 4. their Work Availability, as follows:
 - a. Current day for 4/12 shift
 - b. Following day-all shifts
 - c. On Friday, you make yourself available for:
 - i. 4/12 Friday
 - ii. Saturday All Shifts
 - iii. Sunday All Shifts
 - iv. Monday All Shifts
 - d. On Friday, if Monday is a holiday, you may make yourself available for:
 - i. 4/12 Friday
 - ii. Saturday All Shifts
 - iii. Sunday All Shifts
 - iv. Monday All Shifts
 - v. Tuesday All Shifts
 5. Location Availability, as follows:

a. All Locations	d. New York	g. PUB
b. Howland Hook	e. Passenger Ship Terminal	
c. New Jersey	f. Red Hook	
- A Waterfront Commission licensing clerk will then input the above data into the Security Officer Hiring System. In the event the information left in the message is unclear, the clerk will call back the individual to verify that correct data is entered.
- Beginning at 3:01 P. M. supervisory security officer or management security officer for each company will log into the Voluntary Hiring System and hire individuals in accordance with Industry Seniority and Location Preference

SEE NEXT PAGE FOR INSTRUCTIONS

(EXHIBIT 2)

INSTRUCTIONS

If you wish to make yourself available, please follow the steps listed below:

1. *Dial Toll Free: 1-877-932-6965*
2. *When prompted to leave a message, use the following format:*
3. *"My Waterfront number is _____"*
4. *"My Name is _____"*
5. *"My Telephone Number is _____"*
6. *"I am available for all shifts" or if you are not available for all shifts, indicate the shifts for which you are available (e.g. 12 to 8 and 8 to 4).*
7. *"I am available for all locations: or if you are not available for all locations, indicate the locations for which you are available (e.g. Red Hook)*
8. *If you have already worked on any given calendar day and want to work a second shift on the same calendar day or subsequent calendar day without an eight (8) hour break between shifts; you must also state "I am making myself available for a second shift."*

If you have any questions, please call the Waterfront Commission of New York at 212-905-9258.

Very truly yours,



Jeffrey R. Schoen

Director of Law and Licensing/EIC



WATERFRONT COMMISSION OF NEW YORK HARBOR
DIVISION OF LICENSING AND EMPLOYMENT INFORMATION CENTERS

WEEKLY REPORT OF SECURITY OFFICER EMPLOYMENT

EMPLOYER: _____
 PIER OR TERMINAL: _____
 12:01 AM MONDAY: _____ TO: _____ (Date)
 12:01 AM SUNDAY: _____ (Date)

SECURITY OFFICERS LICENSE NO.	*FOR COMPANY USE	LAST NAME	FIRST AND MIDDLE INITIALS	LIST STATUS	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	*TOTAL HOURS	
												S.T.	OT.

* SEE INSTRUCTIONS ON REVERSE SIDE

CERTIFIED CORRECT: _____ (SIGNATURE)

_____, (TITLE)

1. An employer may employ Security Officers from its regular and extra Security Officer lists with the Commission, in accordance with the priorities set forth in Section 5.21 through 5.41 of the Port Watchman Rules and Regulations. Inland employers are required to submit this information pursuant to Section 5.14 of the Port Watchman Rules and Regulations.

2. On Tuesday of each week, each employer of Security Officers must submit a report of all Security Officer hired during the preceding week ending on twelve (12) midnight on Sunday.

I N S T R U C T I O N S

1. A separate report is to be submitted for each pier or terminal.

2. Fill in the information in the heading of the form: Employer -- Pier Or Terminal --Date (month, day, year).

3. For each Security Officer employed, enter: Security Officer License Number
Last Name and First & Middle Initials
Status (R=Regular -- E=Extra -- C=Casual)
Hours worked each day (12-8, 8-4, 4-12)

4. Two columns of this report need not be filled out for submission to the Waterfront Commission. This form is designed so that a company may use it as a time sheet. These two columns are marked with an asterisk (*) and are labeled:

(a) FOR COMPANY USE (This is intended for extra information that might be needed on a company time sheet, such as company payroll number.)

(b) TOTAL HOURS (This is intended for the company's use when this form is used as a time sheet.)



NYS&PPGU SENIORITY BOARD

SENIORITY GRIEVANCE

Name	Date
Address	Social Security Number
City State Zip	Waterfront Commission #
Telephone	Industry Seniority

LIST SENIORITY Senior Lists on which you appear	NAME OF UNION AND/OR EMPLOYER REPRESENTATIVE WITH WHOM YOU FILED THIS GRIEVANCE
Regular Year	Name
Extra Year	Employer/Union
Extra Year	
Extra Year	Date Time

DETAILS OF THIS SENIORITY GRIEVANCE	
Employer	
Location	
Date	Time

_____ Signature

Action		
Pier Level:	Seniority Board:	Other:
Date	Date	Date

(EXHIBIT 4)



NYSAPGU SENIORITY BOARD

REQUEST FOR AUTHORIZED LEAVE OF ABSENCE (MAXIMUM PERIOD ONE YEAR)

Name	Date
Address	Social Security No.:
City, State, Zip	WFC License:
Company:	Pier/Facility:

I, _____, wish to take a leave of absence, to commence
(Name of Individual)

on _____, and to terminate on _____.
(Date) (Date)

The reason for this leave of absence is: _____

Signature _____

APPROVALS

Company	Port Police & Guards Union Local 1456	NYSAPGU Seniority Board
		1.
		2.

(EXHIBIT 5)



NYSA-PPGU SENIORITY BOARD

PERMANENT JOB POSTING

Employer _____

Pier/Terminal _____

Position _____

Shift _____ Days per week _____

Apply to: _____

During these hours: _____

Additional information and/or job description:

ALL MEMBERS SHOULD ALSO NOTIFY THE UNION OF THEIR AVAILABILITY

(EXHIBIT 6)

NYSA-PPGU DRUG & ALCOHOL ABUSE PROGRAM IN THE PORT OF NEW YORK AND NEW JERSEY



ANNEX B

Republished 2014

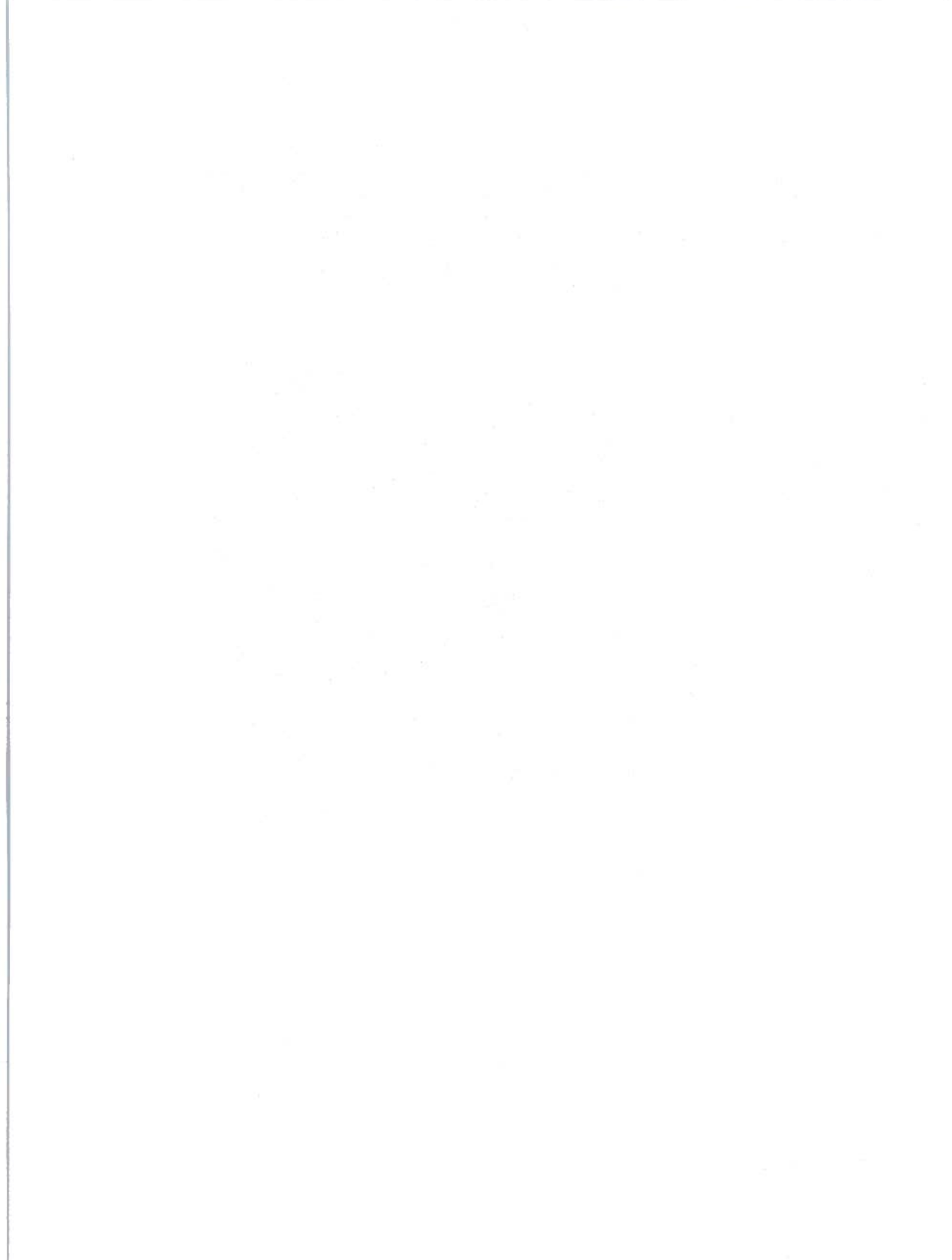


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**HIGHLIGHTS OF THE
NYSА-PPGU DRUG & ALCOHOL ABUSE PROGRAM
IN THE PORT OF NEW YORK AND NEW JERSEY**

The NYSА-PPGU Collective Bargaining Agreement provides for a Drug and Alcohol Abuse Program (Program). The following is a summary of the major provisions of the Program agreed to by NYSА and PPGU. For more details, please refer to the attached Program which was adopted by the parties.

1. The purpose of this Program is to assure a drug and alcohol free workplace and to protect the safety and health of Security Officers working under the NYSА-PPGU Collective Bargaining Agreement (Collective Bargaining Agreement), while also protecting their rights to privacy and to representation and the right to grieve actions under the Program.

2. Effective education, testing and rehabilitation are an integral part of this Program.

3. Possession, use, sale or distribution of alcohol, narcotics or other prohibited substances including, but not limited to, **marijuana, cocaine, opiates, phencyclidines and amphetamines**, are prohibited on the work site or while working under the Collective Bargaining Agreement. Special provision has been made for whenever you are taking a prohibited substance or other prescribed drug pursuant to a doctor's or dentist's orders.

4. (a) Generally, whenever your behavior or department while working or while on the work site indicates that you may be under the influence of alcohol or prohibited drugs, you can be tested at the Employer's direction.

(b) You and any other Security Officer who may have been involved in a work-related accident are subject to being tested.

(c) This Program also provides for random testing. Under the random testing, you can be tested at any time on a non-discriminatory basis.

(d) If you disagree as to whether or not you should be tested, you are still required to take the test. However, the test results will be held under seal until the issue is resolved in accordance with the grievance and appeals procedure.

5. Before you are tested, you will be handed a Consent and Release Form. You are required to sign this form. If you do not sign, or if you do sign but you thereafter refuse to or do not take the test, you will be immediately suspended from employment under the Collective Bargaining Agreement for the latter of 60 days or completion of rehabilitation. If you have previously been suspended under this Program and you thereafter refuse to take a test, it will result in your immediate termination from any further employment in accordance with the terms of Article V, Sections D, E, F and G of this Program.

In other words, refusal to sign or take a test will be considered the same as though you tested positive.

6. A NYSА-PPGU Welfare Fund Representative (**Fund Representative**) or a Union Representative will immediately be notified if you are to be tested. A Fund or Union Representative will advise you during any investigation, interview and testing and will accept a grievance if you wish to file one.

7. The procedure to be followed for the collection of a urine specimen is designed to protect your right of privacy and to assure the security of the specimens and the validity of the test results.

8. A qualified medical laboratory has been selected to evaluate all specimens. They will use the guidelines provided by the National Institute on Drug and Alcohol Abuse and Human Services. The collection and reporting of specimens will be done in a manner to assure your privacy and the confidentiality of the test results.

9. An independent Medical Review Officer or his designee (MRO) will review and interpret all test results received from the laboratory. The MRO or designees are the only persons entitled to make such interpretation.

10. You will have the right to grieve any **"positive"** finding under this Program and any action that can affect you personally, either through your Union Representative or a Fund Representative, using this Program's grievance procedure which is designed to protect your rights.

11. In the event that you do test **"positive"** you will be immediately suspended from any work under the Collective Bargaining Agreement. You will be counseled and will be given an opportunity to enter into an available rehabilitation program acceptable under this Program. Upon the latter of 60 days or the completion of the rehabilitation program, you will be required to sign another form in which you consent to be tested at any time over the next eighteen (18) months. In the event that you "test positive" a second time, it will result in your immediate termination from any further employment in accordance with the terms of Article V, Sections D, E, F and G of this Program.

12. In the event that you test positive a second time, you will be given a period of sixty (60) calendar days following the date of Notice of Termination to notify the Seniority Board that you intend to reapply for reinstatement and will promptly enter into a program of rehabilitation treatment under this Program. You must successfully complete the treatment phase within sixty (60) days of the date of entry and will be tested on a random basis during that sixty (60) day period. Upon completion of the latter of a one (1) year termination of employment or completion of the rehabilitation program (within fifteen (15) months of Notice of Termination) you will be required to sign another form in which you consent to be tested at any time over the next thirty-six (36) months. If you again test positive either during rehabilitation or during the thirty-six (36) month period subsequent to your return to employment, it will result in your immediate, permanent bar from any further employment under the Collective Bargaining Agreement.

13. Please note: Testing positive also includes submission of an "adulterated" or "cold" or "hot" specimen.

14. The NYSA-PPGU Seniority Board (Seniority Board) will be responsible for administering this Program. All positive test records will be kept on a confidential, "need-to-know" basis for three years from the official date of your suspension and will then be destroyed. Records reflecting a permanent bar from employment will also be kept confidential, but will be maintained indefinitely.

15. Questions concerning the operation of this Program should be addressed in writing to the:

**NYSA-PPGU Drug and Alcohol Abuse Program
c/o NYSA-PPGU Seniority Board
889 Broadway
Bayonne, New Jersey 07002-3032**

PLEASE MAKE SURE TO READ AND BECOME FAMILIAR WITH THIS PROGRAM. IT IS A PART OF YOUR COLLECTIVE BARGAINING AGREEMENT AND WORKING CONDITIONS.

Very truly yours,

NYSA-PPGU Drug and Alcohol
Abuse Program Committee

NYSA-PPGU DRUG & ALCOHOL ABUSE PROGRAM

I. INTRODUCTION: OPERATION OF THE PROGRAM

A. The Highlights of the NYSA-PPGU Drug and Alcohol Abuse Program in the Port of New York and New Jersey are incorporated into and made a part of this Program. Whenever the masculine gender is used, it shall mean the masculine and/or feminine gender, whichever is appropriate.

B. The objectives of the Program are to assure a drug and alcohol free workplace in order that all security work can be performed safely and productively, while safeguarding the rights of privacy, due process and equal employment opportunity of the Port's Security Officers. It shall include education, counseling, effective testing controls and provide for rehabilitation and appropriate discipline.

The parties are in agreement that early recognition and treatment of alcohol and chemical dependency problems are important for a Security Officer's successful rehabilitation, return to the industry and reduced job disruption.

C. (1) The purpose of this Program is to bar Security Officers from industry premises and work sites who either possess or use alcohol or prohibited as well as lawfully-obtained and prescribed substances which can adversely affect or impair their job performance and/or workplace safety.

(2) A Security Officer's possession, use, sale or distribution of alcohol, narcotics or other prohibited substance while the Security Officer is engaged in work under the Collective Bargaining Agreement, or while on the worksite, will result in the immediate suspension of the Security Officer from work under the Collective Bargaining Agreement. The Security Officer's supervisor or a management representative on the work site will immediately investigate a report of possession, sale or distribution and, if there appears to be a reasonable basis therefor, the supervisor or management representative will promptly remove the Security Officer from the premises pending further proceedings under the grievance procedure. In the event of suspected use, the Security Officer will be referred for testing in accordance with the procedures later described.

(3) When a Security Officer is accused of the use or the possession of any prohibited substance, drugs or alcohol, the Security Officer will be given an opportunity to demonstrate that the substance is being used pursuant to the direction of a licensed physician or dentist.

(4) Notwithstanding any of the procedures for treatment and rehabilitation later described, a second offense relating to the use, possession, sale or distribution of alcohol, narcotics or other prohibited substances will result in the Security Officer's immediate termination from employment under the Collective Bargaining Agreement for a minimum period of one (1) year.

(5) A Security Officer who has been permanently registered for less than one year and a temporary Security Officer who tests positive for the first time shall be permanently barred from employment under the Collective Bargaining Agreement.

(6) Refusal or failure to submit to a test or sign the required form(s), as well as submission of an "adulterated" specimen or "hot" or "cold" specimen, will also be treated as an offense leading to an immediate suspension, termination of employment or a permanent bar from any employment under the Collective Bargaining Agreement, as the offense may warrant.

II. TESTING FOR JOB IMPAIRMENT

A. (1) Alcohol Testing

Presumptive abuse at the 0.04 level, per saliva alcohol swab and breathalyzer test, such breathalyzer test to be conducted only if the result of a saliva alcohol swab test is positive (equals or exceeds a 0.04 level).

(2) Prohibited Drugs

Security Officers will be tested for nine key drugs, usually by urinalysis, to determine if they are at or above the following levels:

Drug	Initial Testing – EMIT	Confirmation (GC/
Marijuana	100	15
Cocaine	300	150
Opiates	300	300
Phencyclidine	25	25
Amphetamines	1000	500
Barbiturates	300	300
Benzodiazepines	300	300
Methaqualone	300	300
Methadone *	300	300
Puprenorphine*		

* A positive result for Methadone or Puprenorphine will not be deemed to constitute an offense under the Program, provided the Security Officer has given prior notice to the Director of the Employee Assistance Program (EAP) and the Seniority Board that he is a participant in a recognized rehabilitation program requiring his use of Methadone or Puprenorphine. The Security Officer will thereupon cooperate with the Director of the EAP and Seniority Board in monitoring the Security Officer's participation in (including testing under) a recognized rehabilitation program. Should the EAP Director or Seniority Board subsequently be advised that the Security Officer tested positive within the foregoing standards for prohibited drugs, the Security Officer will be found to have committed an offense under the Program.

B. Periods for Testing

Pre-employment: Negative findings under the above criteria are required as a condition to obtaining employment.

On-the job: From time of reporting or signing in to the time of dismissal or signing out and leaving the worksite.

C. Security Officer Conditions Which Require Testing

(1) Visible lack of coordination or unsteadiness; poor motor coordination; slurred speech; erratic behavior; detection of alcohol or other prohibited substance on breath, etc.

(2) Other objective criteria, such as: irrational behavior; extreme mood shifts, etc.

(3) Post-accident: all persons participating in and whose conduct or job-related decisions could have causally contributed to the event, including, where reasonable, the injured/killed individual(s).

(4) Random testing.

D. Pre-Reinstatement and Post-Reinstatement Testing: While undergoing rehabilitation; prior to return to work after completion of rehabilitation; during mandatory random testing periods following return to employment in the industry.

E. Cost of Testing: The costs of all drug and alcohol tests are to be paid by NYSA and/or its members, except pre-reinstatement and post-reinstatement testing costs for Security Officers who are ineligible for medical benefits under the NYSA-PPGU Welfare Plan shall be required to pay the cost of such testing.

III. PROTOCOL FOR REQUIRING TESTS

1. Part of the pre-employment physical examination will include a provision for testing for alcohol and all prohibited drugs under this Program.

2. Detecting and reporting a Security Officer's suspicious condition:

(a) A complaint may be made to a Security Officer's supervisor or to a management representative.

(b) The Security Officer's supervisor or a management representative, as the case may be, must promptly investigate the complaint and must personally observe the complained-of behavior or department of the Security Officer in question before proceeding further. Once confirmed, the Security Officer is to be directed to cease working and take a test.

(c) The Security Officer's Shop Steward, in the first instance, or Union or Fund Representative, will promptly be notified of the proposed action, preferably before the Security Officer is directed to cease work, so that the Shop Steward or Union or Fund Representative can be given an opportunity to personally observe the Security Officer at work. In the event of a delay, the Security Officer may be ordered to cease work pending the arrival of the Fund or Union Representative or Shop Steward, provided that a clear and present danger to the Security Officer and others persists during the interim. The Security Officer will remain on the premises so the Security Officer can be interviewed by the Union or Fund Representative or Shop Steward when the latter arrives.

(d) If the Security Officer's supervisor or a management representative determines that the Security Officer's condition or behavior so warrants, or that an accident reasonably could have been caused as a result of physical or judgmental impairment of one or more such persons as are identified by management, then testing of such individual(s) may be directed by the Security Officer's supervisor or a management representative. The Union or Fund Representative will be so advised and will be afforded the opportunity to represent the affected Security Officer(s) at all subsequent stages of the testing procedure as set forth hereinafter.

In the event that the Security Officer's supervisor or a management representative and the Union or Fund Representatives cannot agree on the individuals who are to be tested in a post-accident situation, then testing, as desired by management, will take place. In that event, the results of the testing of the specimens taken from the individuals will remain under seal, in the possession of the MRO, until an NYSA representative and PPGU representative meet and agree to process or destroy the specimens. If the representatives cannot agree, the issue shall be referred to the arbitrator in accordance with the Grievance and Appeals procedure contained herein.

(3) Random Testing

(a) Security Officers are subject to random testing for prohibited substances at any time while on the job and without prior notice.

(b) Under a method to be agreed upon by the parties that will assure confidentiality and non-discrimination, whether such random testing is by work site, Employer or by another method, Security Officers will be required to submit to one or more random tests annually. These random tests may be on a terminal basis (*i.e.*, all Security Officers), percentage basis (*i.e.*, a percentage of all Security Officers at all locations) or on such other basis as the NYSA-PPGU Drug and Alcohol Abuse Program Committee ("the Committee") shall from time to time determine, provided that the administration of such random testing is conducted uniformly as to all those within the designated zone for testing.

IV. TESTING PROCEDURES/SUSPENSION/TERMINATION/PERMANENT BAR

A. (1) Any Security Officer who tests positive for the first time will be immediately suspended from employment under the Collective Bargaining Agreement for the period of the latter of 60 days or completion of rehabilitation. If the positive result is a second offense under the Program, the Security Officer will be immediately terminated from employment in the industry in accordance with the terms of Article V, Sections D, E, F and G of this Program. The Seniority Board will be responsible for notifying industry Employers of a Security Officer's suspension or termination by administrative action.

(2) As a condition for being tested, the Employer's on-site representative or his designee will give a candidate for testing a combined Consent and Release Form. The candidate will be given the option to read the form or to have the form read to him before he/she is asked to sign it. In the event that the candidate indicates that he/she does not understand the requirements and/or undertakings to which the candidate is about to consent whether due, *e.g.*, to a problem of language, comprehension, etc., the Employer's representative will arrange to have the contents of the form explained to the candidate until the candidate signifies his understanding. The candidate will be assured that the results of his test(s) will be kept confidential as provided by this Program.

(3) In the event that the candidate refuses to complete and to sign the consent and release form without modification, the candidate will be advised by his supervisor and a Union or Fund Representative, that his failure to complete and sign the form will result in his immediate suspension from his job and that he/she will be barred from obtaining employment under the Collective Bargaining Agreement for a period of the latter of 60 days or completion of rehabilitation. In the event that a candidate who does sign the form thereafter refuses or fails to appear as scheduled to submit to a drug or alcohol test to which he/she has consented, he/she will be similarly warned. If either of the aforementioned occasions is the second instance when the particular candidate has failed or refused either to sign a Consent and Release Form or to submit to a test or if the candidate has previously tested positive and had been suspended, he/she will be advised by the Employer's representative and a Union or a Fund Representative that continued failure or refusal will result in his/her immediate termination from employment in the industry in accordance with the terms of Article V, Sections D, E, F and G of this Program.

(4) The management representative and the Union or Fund Representative who witnesses a Security Officer's refusal to execute a Consent and Release Form or failure to submit to a drug or alcohol test after an appropriate warning was given to the Security Officer, will be required to confirm the pertinent facts in writing on the reverse side of the form and to sign and date same. The completed document will then be promptly forwarded to the Seniority Board. The Seniority Board will direct that the Security Officer, in accordance with the suspension/termination/permanent bar provisions of the Program, be made ineligible for hiring. The PPGU and the Employer will be forwarded a copy of the notice of suspension/termination/permanent bar.

B. Collection Procedures

(1) Whenever a urine collection facility is provided at a terminal or other designated site, the Employer or terminal operator will assure that it contains all the equipment, personnel and other standards and conforms to all the standards established by the testing agency ("agency") selected under this Program, including temporary storage and delivery, and that it is and will remain secure. The facility will periodically be inspected by the agency to verify that it meets its standards and is properly secured.

(2) Whenever such a collection facility is not available, then the agency shall provide an ambulatory facility for collecting, sorting and transporting urine specimens at the site where the Security Officer is then assigned or where he/she is made available.

(3) Prior to giving a specimen, the candidate's supervisor and a Union or Fund Representative will be notified and will be given an opportunity to be present at the place and time when the specimen is to be taken. They and the Security Officer to be tested will be apprised by the agency's representative of the procedures to be followed in taking and securing the specimen. In the event that taking of a urine specimen is not feasible, then such other method as is determined by the agency and or the MRO or its designee will be utilized.

(4) The agency's representative will initially ascertain that the Security Officer has provided an acceptable specimen, that is, one not considered a "cold or hot specimen", to wit: urine at a temperature of less than 90° Fahrenheit or in excess of 100° Fahrenheit. In the event that the agency's representative determines that a "cold or hot specimen" has been provided, the specimen will be deemed unacceptable. The Security Officer will be advised of the rejection of the specimen and that, unless the Security Officer is agreeable to providing a further, acceptable specimen in accordance with the Program's procedures, prior to leaving the premises, he/she will be found to have committed an offense under the Program. Should it become necessary, the representative will record in the "Remarks" section of the Security Officer's Release and Consent Form that the Security Officer provided an unacceptable specimen and was so advised and that the Security Officer provided a second unacceptable specimen or left the premises without providing another specimen. The agency's representative will sign or initial his entry together with the time and date.

(5) A specimen which is determined by the designated testing laboratory to contain quantities of creatinine at less than 20 mg/dl, or is found through other recognized testing techniques to be otherwise contaminated, will be deemed to have been adulterated. The Security Officer will be required to take another test at a designated laboratory test site. If the results of the second test again indicate adulteration or there is a positive result, the Security Officer will be found to have committed an offense under the Program.

(6) The agency shall assure that the specimen is properly and securely obtained in clear view of its representative with due consideration for the individual's right to privacy; that the container in which the specimen is to be removed from the premises is properly sealed; that the container and all accompanying and identifying forms are signed or initialed by the individual tested and by his supervisor or a management representative and a Union or Fund Representative. In an emergency situation or in the event that the collecting facility is not on site, the Security Officer will be taken to a collection site. A management representative or a Union or Fund Representative, whichever is available, will accompany the Security Officer to the collection site.

(7) The designated laboratory will conduct initial tests and if the results equal or exceed the initial testing levels indicated at II A. (2), above, the laboratory will conduct a further confirmatory test of the specimen. The substances to be tested for are alcohol, marijuana, cocaine, opiates (morphine and cocaine) amphetamines (including Methamphetamines, phencyclidine, barbiturates, benzodiazepines, methaqualone, methadone and puprenorphine.) In the event the test(s) indicates the presence of any of these substances (*i.e.*, a "positive" result) then the specimens will be further tested by an acknowledged advanced method (currently GC/MS) to confirm or to negate the results. The results will be reviewed by the MRO or designee. The MRO or designee will interpret all confirmed positive results and will take into consideration the individual's medical records, if any, and alternate medical explanations that could have led to such a result. The MRO or designee may at his discretion interview the Security Officer. He may order further analysis, if he deems it so warranted, to be performed by another laboratory certified under this Program.

(8) Prior to reporting any positive results, the MRO will give the tested individual an opportunity to discuss the results with the MRO. The MRO will render a confidential report to the Seniority Board on the outcome of the tests and will identify all substances for which the Security Officer tested positive under the criteria of this Program. The MRO's report will advise the Seniority Board whether any positive results are consistent with the individual's legal use of such drugs.

The MRO or Employee Assistance Program Director will furnish recommendations respecting a Rehabilitation Program and the individual's safe work performance or, if none can be recommended, recommendations for the Security Officer's further counseling and treatment in order to make the Security Officer employable.

The report will be furnished to the Seniority Board. In the event any other interested individual or entity claims a "need to know" the results of a test or tests administered to a Security Officer, a written request for such information, including the basis therefore, shall be submitted to the Seniority Board which will determine whether the results can be disclosed and under what conditions. The affected Security Officer shall be advised by the Seniority Board that a "need to know" request was received and the identity of the requesting party. Following the Seniority Board's action on the request, the Security Officer will be advised of its decision. Except for the foregoing, the results of the tests, whether positive or negative, will not be disclosed and they will remain confidential. Except for the records of those Security Officers permanently barred from industry employment, test results will be maintained by the Seniority Board in a file separate from the individual's personnel file and in a secure manner with restricted access, for a period of three (3) years from the official date of suspension after which they will be destroyed.

(9) Following the destruction of the individual's records, the Security Officer will resume the status of a Security Officer who has not been previously suspended for a violation of the provisions of this Program.

V. REHABILITATION PROGRAM

A. It is the declared policy of this Program to assist Security Officers who are suffering from drug or alcohol abuse or dependence and to encourage treatment and return to employment of those Security Officers who were determined upon testing to be fit for employment.

B. Whenever a Security Officer is required to be tested and tests positive for any of the substances prohibited under this Program, he/she will be advised by the Employee Assistance Program (EAP) Director that he/she can be referred for counseling and rehabilitation under a rehabilitation program approved by the Seniority Board provided that one is available within the area of the Security Officer's usual place of employment or his/her residence (or elsewhere, as maybe agreed upon by the Seniority Board and the Security Officer).

The propriety and availability of such rehabilitation programs shall be determined by the Committee in consultation with the EAP Director who is knowledgeable in the treatment of drug and alcohol abuse.

In the event the Security Officer is not eligible for coverage under the NYSA-PPGU Welfare Fund, the Security Officer shall be advised that he/she may be required to pay all expenses of treatment. If the Security Officer elects to be referred, he/she will be promptly directed to report to an approved rehabilitation program for treatment and the rehabilitation program will be notified of the referral. If the Security Officer does not elect to participate in an approved rehabilitation program, or if he/she fails to report to one as scheduled, he/she will remain or be suspended until such time as he/she shall report to and successfully complete an approved rehabilitation program, but in no event for a period of less than 60 days. The EAP Director will monitor the Security Officer's progress under the designated rehabilitation program including random testing (Appendix C). If the Security Officer tests positive during rehabilitation or refuses to timely undergo a test, the Security Officer will immediately be terminated or permanently barred, whichever is applicable, from any further industry employment under any NYSA-PPGU Collective Bargaining Agreement.

C. Evidence of the Security Officer's completion of the designated rehabilitation program is required to be certified in a manner acceptable to the Seniority Board. The EAP Director will advise the Seniority Board whether or not the treatment adequately addressed the Security Officer's particular problem, together with the EAP Director's recommendations. The Security Officer's return to work may be upon such conditions as are established by the Seniority Board in consultation with the EAP Director. The Security Officer will then be advised that before his/her suspension can be lifted, he/she will be required to adhere to such conditions as may be established and to sign a written agreement (Appendix D) to be subject to random testing for a period of 18 months (36 months if it is a second offense) from his/her reinstatement as a Security Officer. When the Security Officer executes the agreement, the original will be furnished to the EAP Director for inclusion in his confidential folder. The Seniority Board will take immediate steps to effectuate the Security Officer's reinstatement. If the reinstated Security Officer refuses or fails to take a test when required or again tests positive for a prohibited substance at any time following reinstatement, whether in the course of post-rehabilitation random testing or of other tests required or permitted under this Program, then the Security Officer will be immediately terminated from employment in accordance with the terms of Article V, Sections D, E, F and G of this Program.

D. Any Security Officer who is terminated for a second offense shall, no later than 60 calendar days following the date of Notice of Termination, notify the Seniority Board, in writing, that the Security Officer intends to reapply for reinstatement and will promptly enter into a program of rehabilitation treatment as set forth above. The Security Officer must then enter such a program and execute the appropriate testing consent form (Appendix E). The Security Officer must successfully complete the treatment phase of the program within 60 days from entry (or such additional time as the EAP Director certifies is necessary for such purpose). Upon completion of treatment as certified by the Provider, the Security Officer must thereafter regularly attend sessions of a further phase of the Program to be designated by the Provider, in consultation with the EAP Director, so that the Security Officer's participation in such successive phases of the Program is for an uninterrupted period of one year within the fifteen months following the date of the

individual's Notice of Termination after a second offense, during which the Security Officer will receive counseling and be randomly tested for alcohol and other prohibited substances, as may be required by the Provider and/or EAP Director. Should the Security Officer fail to attend the established program as required or test positive during such program, the Security Officer shall have forfeited the right to apply for and shall be permanently barred from any further employment under any NYSA-PPGU Collective Bargaining Agreement.

E. Upon the Security Officer's receipt of a certification by the EAP Director at the conclusion of the one-year period or completion of rehabilitation, whichever is later, that he/she has properly participated in this Program and has not, at any time, tested positive while attending it, the Security Officer must, within seven (7) calendar days, apply to the Committee for reinstatement in the manner established by the Committee, and execute a testing consent form (Appendix F).

F. Subsequent to the Security Officer's return to work, the Seniority Board will, in consultation with a Fund Representative and with the EAP Director, arrange from time to time for the Security Officer's random testing, for a period of thirty-six (36) months (Appendix F).

G. The Seniority Board will monitor the Security Officer's post-rehabilitation condition and, in consultation, with his/her Union Representative and with the EAP Director and/or the Seniority Board, will arrange for the Security Officer's random testing. Should the Security Officer test positive during the thirty-six (36) month period after return to industry employment, or otherwise engage in an offense under this Program, the Security Officer will be permanently barred from any further employment under the NYSA-PPGU Collective Bargaining Agreement.

H. All records pertaining to the rehabilitation of individuals and to the administration of this Program will be maintained by the EAP Director in a secure manner determined by the Seniority Board.

VI. GRIEVANCE PROCEDURE

Any Security Officer who is or who will be affected by any action or proposed action or determination under this Program may, through the Security Officer's Union, file a written grievance with the Seniority Board. The grievance must be filed within thirty (30) days of the suspension or notice of permanent bar. The Seniority Board will schedule and conduct a hearing on the grievance and the grievant will have an opportunity to appear and present his/her case. The Seniority Board will make a written determination within 15 working days following the close of the hearing, with a copy furnished to the grievant. The determination shall be final and binding and include, as may be directed, the Security Officer's reinstatement, backpay and related fringe benefit contributions. In the event of a deadlock, then the grievance shall proceed to an expedited arbitration before an Arbitrator selected in accordance with the Grievance Procedure under the Collective Bargaining Agreement.

VII. AMENDMENTS

Requests for changes to this Program must be made in writing to the parties to the Collective Bargaining Agreement.

No change to this Program may be made except by agreement in writing executed by the NYSA and PPGU.



APPENDIX "A" Glossary

- 1) **Alcohol or Alcoholic Beverage** – means beverages that may be legally sold and consumed, such as beer, ale, stout, whiskey, bourbon, vodka, gin, cognacs, cordials, wine or any alcoholic substances of like nature.
- 2) **Chain of Custody** - procedures to account for the integrity of each specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.
- 3) **Collection Site** - a designated place, on-site or off-site if required, where Security Officers present themselves for the purpose of providing specimens to be analyzed for the presence of drugs and alcohol prohibited under the Program.
- 4) **Collection Site Person** - an employee of a contracted company who is responsible for collecting specimens at a collection site and for making an initial examination of the specimens provided by tested individuals.
- 5) **Confirmatory Test** - a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy (e.g. gas chromatography/mass spectrometry (GC/MS) is an authorized confirmation method for cocaine, marijuana, opiates, amphetamines, phencyclidine, barbiturates, benzodiazepines, methaqualone and methadone) or alcohol.
- 6) **Designee of a Medical Review Officer** – shall be a person with specialized knowledge or training in drug and alcohol testing and interpretations, who works under the guidance and supervision of a Medical Review Officer.
- 7) **Director** - means the Employee Assistance Program Director ("EAP").
- 8) **Drug** – means designated substances (other than alcohol) that are proscribed under the Program.
- 9) **Illegal Drug** – means designated substances (other than alcohol) that are proscribed under the Program.
- 10) **Initial Test** - (also known as Screening Test) – for drugs, an immunoassay screen to eliminate "negative" specimens below the designated thresholds from further consideration; for alcohol, an acknowledged oral method for determining the presence of alcohol above the designated threshold.
- 11) **Medical Review Officer** - a licensed physician or qualified accredited professional responsible for receiving test results generated by tests administered under the Program and who has knowledge of substance abuse disorders and appropriate training to interpret and evaluate a Security Officer's positive test result, together with his or her medical history and any other relevant biomedical information.
- 12) **Possess** - means to have either in or on a Security Officer's or supervisor's person, personal effects, motor vehicle, tool box, and areas, substantially entrusted to the control of the Security Officer or supervisor, including lockers, desks, storage compartments and equipment.
- 13) **Prescribed Drug** - means any substance prescribed for the tested individual by a licensed medical practitioner or under his/her authority.
- 14) **Supervisors** - shall include all immediate supervisors of Port Security Officers.



APPENDIX "B"
Drug and Alcohol Screen Consent Form

I understand¹ that according to the Program on Drug and Alcohol Abuse between the PPGU and NYSA, I am required to submit one or more specimens of my saliva and/or my urine for chemical analysis. I understand that these samples will be collected and will be processed by qualified laboratory personnel in accordance with the Program.

I have received a copy of the Highlights of the NYSA-PPGU Drug and Alcohol Abuse Program and a copy of the Program and I have read and understand the Highlights.

The purpose of this analysis is to determine or to rule out the presence of alcohol, drugs, prohibited dangerous controlled substances or other substances in my body that have affected, or could affect, my ability to function properly at my work. I do not give permission for the release of the results of the analysis of my specimens except to the medical testing facilities designated under the Program, the MRO, the Seniority Board, the EAP Director and, on a "need to know" basis, to NYSA, the Employers and to the Welfare Fund's insurance carrier. I also give permission for the release of my file maintained by the EAP Director to the NYSA Representative and the PPGU Representative responsible for hearing grievances under this Program should I file a grievance.

I understand and agree that any and all disputes involving this Program, including its interpretation or application, as they may pertain to or govern my being tested and the results thereof, shall be resolved solely under the Grievance Procedure as set forth in the NYSA-PPGU Drug and Alcohol Abuse Program. I further understand and agree that all resolutions reached on any and all such disputes shall be binding upon me and upon all of the other parties.

I agree that I will not bring or cause to be brought any action in any court or before any government agency, whatsoever, arising from this request to furnish any of these specimens, or from the testing of the saliva and/or urine specimen(s) and of any decisions made by my Employer or the Seniority Board concerning my employment or my continued employment based on the results of the analysis.

I further agree that, in the event that any of the tests shall show a positive result, then, if I am offered and accept the opportunity, I will abide by all of the terms and conditions for treatment and rehabilitation as set forth in the Program, including post-rehabilitation testing, and that I will execute all forms and authorizations related thereto.

I understand that the NYSA-PPGU Seniority Board is authorized to suspend, terminate or permanently bar my employment under the NYSA-PPGU Collective Bargaining Agreement for a violation of the Program and to make such notifications as are appropriate.

I have taken the following prescription or non-prescription drugs within the last 30 days:²

NAME OF DRUG	CONDITION FOR WHICH DRUG WAS TAKEN	PRESCRIBING M.D.
---------------------	---	-------------------------

¹ In the event that the Employer or Union Representative was required to read this Form to the Security Officer before he/she signed it, the representative must so indicate in the space provided for "remarks" on the next page.

² I hereby authorize any pharmacy or physician providing me with any medication(s), if contacted by the Program's MRO to discuss with the MRO such medication(s) and its (their) issuance. I hereby release them and their employees from any and all liability to me and to my representatives by reason of any disclosures made to the MRO pursuant to inquiries made under the Program and in accordance with this Drug and Alcohol Screen Consent Form.

WITNESS'S NAME (Print)

SECURITY OFFICER PRINT NAME ³

WITNESS'S SIGNATURE

SECURITY OFFICER'S SIGNATURE

DATE

DATE

TIME

WATERFRONT LICENSE NO.

FOR FUND'S RECORDS ONLY (MANAGEMENT REPRESENTATIVE OR UNION OR FUND REPRESENTATIVE MUST CHECK AND INITIAL THE FOLLOWING).

Specimen(s) Taken:

Remarks: ⁴

- Saliva
- Urine

³ In the event that the Security Officer to be tested is unable, for whatever reason, to sign this form, even with an "X", the Employer or Union Representative will read it to him/her and will indicate in the space for "Remarks", above, that he read it to him/her and that the latter acknowledged that he/she understood and consented to taking Security Officer specimens, and both representatives will then sign and date the notation.

In the event that the Security Officer also is unable to understand and to consent (e.g., in great pain, unconscious, etc.), the Employer or Union Representative must note this clearly under "Remarks", above, and both representatives will then sign and date the notation.

⁴ In the event a Security Officer refuses to complete and sign this form or to be tested, the Employer or Union Representative must at least advise the individual that a continuing refusal will result in an immediate suspension from industry employment for a period of at least 60 days. If the refusal is a second offense under the Program, it will result in an immediate termination of employment in the industry. If the refusal is a third offense under the Program, it will result in a permanent bar of employment in the industry without further opportunity for reinstatement. The continuing refusal and the giving of the foregoing warning should be noted in the box for "Remarks" above. Both representatives should then sign and date the notation.

Employer and Employee Representative must sign if any remarks are noted.



APPENDIX "C"
Rehabilitation Program Testing Consent Form
Following a First Offense

TO: The NYSA-PPGU Drug & Alcohol Abuse Program

I, _____, having been accepted for an approved substance abuse rehabilitation program, as a condition to my returning to work under the NYSA-PPGU Collective Bargaining agreement, hereby agree as follows:

1. That I can be - and I hereby consent to be - tested at any time, upon notice to me, after the date that I enter the program and until such time as I am returned to employment in the industry.

2. If I fail or refuse to take or I improperly submit a specimen for any such test or if any such test shows a "positive" result for a prohibited substance, it will be sufficient grounds for my immediate termination from participation in the Program and my being terminated from further employment in the industry in accordance with Article V, Sections D, E, F and G of the Program.

WITNESS'S NAME (Print)

PRINT NAME

WITNESS'S SIGNATURE

SIGNATURE

DATE

DATE

TIME

WATERFRONT LICENSE NO.



APPENDIX "D"
Post-Rehabilitation Testing Consent Form
Following a First Offense

TO: The NYSA-PPGU Drug & Alcohol Abuse Program:

I, _____, having completed an approved substance abuse rehabilitation program, as a condition to my returning to work under the NYSA-PPGU Collective Bargaining Agreement, hereby agree as follows:

1. That I can be - and I hereby consent to be - tested at any time, upon notice to me, during a period of eighteen (18) months after the date that I return to work; and

2. That if any such test shows a "positive" result, that alone will be grounds for my being immediately terminated from further employment under the NYSA-PPGU Collective Bargaining Agreement in accordance with Article V, Sections D, E, F and G of the Program.

WITNESS'S NAME (Print)

PRINT NAME

WITNESS'S SIGNATURE

SIGNATURE

DATE

DATE

TIME

WATERFRONT LICENSE NO.



APPENDIX "E"
Rehabilitation Program Testing Consent Form
Following a Second Offense

TO: The NYSA-PPGU Drug & Alcohol Abuse Program:

I, _____, having been accepted for an approved substance abuse rehabilitation program, as a condition to my returning to work under the NYSA-PPGU Collective Bargaining Agreement, hereby agree as follows:

1. That I can be - and I hereby consent to be - tested at any time, upon notice to me, after the date that I enter the program and until such time as I am returned to employment in the industry.

2. If I fail or refuse to take or I improperly submit a specimen for any such test or if any such test shows a "positive" result for a prohibited substance, it will be sufficient grounds for my immediate termination from participation in the Program and my being permanently barred from further employment, under any NYSA-PPGU Collective Bargaining Agreement.

WITNESS'S NAME (Print)

PRINT NAME

WITNESS'S SIGNATURE

SIGNATURE

DATE

DATE

TIME

WATERFRONT LICENSE NO.



APPENDIX "F"
Post-Rehabilitation Testing Consent Form
Following a Second Offense

TO: The NYSA-PPGU Drug & Alcohol Abuse Program:

I, _____, having completed an approved substance abuse rehabilitation program, as a condition to my returning to work under the NYSA-PPGU Collective Bargaining Agreement, hereby agree as follows:

1. That I can be - and I hereby consent to be - tested at any time, upon notice to me, during a period of thirty-six (36) months after the date that I return to work; and
2. That if any such test shows a "positive" result, that alone will be grounds for my immediate discharge and bar from further employment under the NYSA-PPGU Collective Bargaining Agreement.

WITNESS'S NAME (Print)

PRINT NAME

WITNESS'S SIGNATURE

SIGNATURE

DATE

DATE

TIME

WATERFRONT LICENSE NO.



RESPECT and DIGNITY
in the
MARITIME INDUSTRY WORKPLACE

New York Shipping Association, Inc.

**Port Police & Guards Union, Local 1456,
A New Jersey Nonprofit Corporation**

Anti-Harassment and Anti-Discrimination Policy

For the Port of New York/New Jersey



ANNEX C

Republished 2014

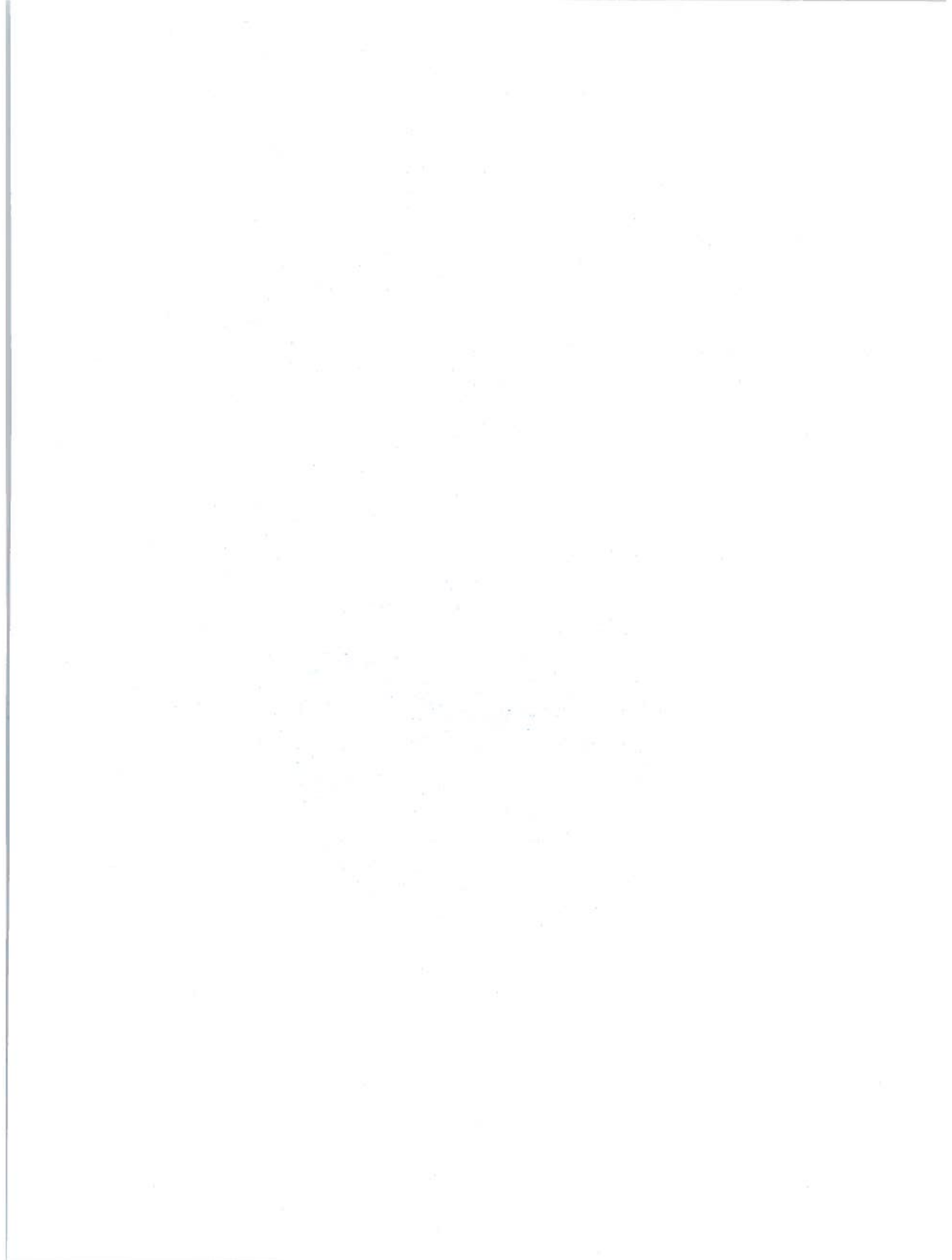


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1. INTRODUCTION

POLICY AGAINST DISCRIMINATION, HARASSMENT & RETALIATION

The Port Police & Guards Union, Local 1456, a New Jersey Nonprofit Corporation (referred to as the "PPGU") and the New York Shipping Association, Inc. for and on behalf of its members (collectively referred to as "NYSA Employers") have declared that all Covered Security Officers should enjoy a workplace free from discrimination, harassment, and retaliation. The PPGU and NYSA Employers have adopted this joint anti-discrimination and anti-harassment policy for PPGU-represented Security Officers in the Port of New York and New Jersey to ensure that they work in an atmosphere of respect and dignity. The basic tenets of this policy are as follows:

- Neither the PPGU nor the NYSA Employers shall discriminate in employment opportunities or hiring practices on the basis of sex, pregnancy, marital status, race, color, creed, religion, sexual orientation, national origin, citizenship status, age, disability, genetic information, or any other distinction protected by relevant law.
- Neither the PPGU nor the NYSA Employers condone, tolerate, permit or authorize harassment or discrimination of Security Officers in the Port of New York and New Jersey. No officer, manager, supervisor, Security Officer or agent of NYSA or any NYSA Employer is vested with authority to act in a discriminatory or harassing manner. Individuals engaging in such behavior are acting outside the scope of their given and inherent authority.
- Discriminatory or harassing conduct is prohibited and will not be tolerated at workplaces operated and utilized by NYSA Employers.
- The PPGU, NYSA and the NYSA Employers are also dedicated to ensuring the enforcement of rights to work without discrimination or harassment under collective bargaining agreements prescribing the terms and conditions of employment for Security Officers in the Port of New York and New Jersey.

2. SECURITY OFFICERS COVERED BY THIS POLICY

"Covered Security Officers" as defined by this Policy include all Port Security Officers covered under the NYSA-PPGU collective bargaining agreement. While Covered Security Officers are the intended beneficiaries of this Policy, every Covered Security Officer is also required to act in a manner consistent with this Policy.

The Covered Security Officers' workplace subject to this Policy includes work sites, training sites, and other locations that are reasonably related to employment covered by the NYSA-PPGU collective bargaining agreement, as amended.

This Policy does not confer any new contractual or legal rights upon any Covered Security Officer. Nothing in the Policy overturns or otherwise supersedes the *bona fide* contractual seniority system in effect under NYSA-PPGU collective bargaining agreement.

3. THE CONDUCT OF OTHERS COVERED BY THIS POLICY—COVERED INDIVIDUALS

It is also the intention of this policy to cover the conduct of other individuals present in the workplace. Individuals whose conduct is subject to this policy include representatives, officers, executives, directors, managers, supervisors and employees of NYSA, and each NYSA Employer, as well as of trucking companies, vendors, contractors, customers, licensees, and invitees of NYSA and the NYSA Employers.

4. PURPOSE OF THE POLICY

It is the purpose of this policy to ensure that Covered Security Officers:

- Understand what conduct is prohibited in the workplace;
- Understand that acts of harassment or discrimination are not condoned;
- Know how to complain or raise concerns about inappropriate behavior in the workplace;
- Are aware that prompt and impartial action will be taken in response to complaints or concerns;
- Have no fear of retaliatory action as a result of making a complaint or raising a concern; and
- Are aware of the appropriate procedures for requesting reasonable accommodations or family and medical leave.

5. PROHIBITED CONDUCT UNDER THIS POLICY

Employment discrimination based on any characteristic protected by relevant law, is prohibited under this Policy. This includes harassment or discrimination based on:

- sex (with or without sexual conduct);
- pregnancy;
- marital status;
- sexual orientation;
- race;
- color;
- creed;
- religion;
- national origin;
- citizenship status;
- age;
- disability and perceived disability;
- genetic information; and
- protected activity (*i.e.*, opposition to prohibited discrimination, participation in this Policy's complaint process, or participation in any complaint process under federal, state, or local law prohibiting employment discrimination).

As a general matter, it is a violation of this Policy for anyone to treat a Covered Security Officer in a way that is threatening, intimidating, embarrassing or offensive, or that denies that person equal treatment and opportunities because of sex, race or other characteristics protected by relevant law. So-called "good intentions" or "joking around" does not excuse prohibited conduct.

While not every remark or action is an act of harassment or discrimination under this Policy, or relevant law, Covered Security Officers should be aware of the potential impact of jokes, remarks, or behavior.

6. DEFINITIONS

The following definitions of commonly referenced employment discrimination categories for basic reference are offered. These definitions are provided for informational purposes only and are not intended to be exhaustive legal definitions of all the characteristics or classifications protected under this policy.

A. Sexual Harassment:

- unwelcome sexual advances;
- requests for sexual favors;
- *quid pro quo*—verbal or physical conduct of a sexual nature when agreeing or giving in to such conduct is made a term or condition of an individual's employment; and
- a hostile work environment—a work environment in which discriminatory intimidation, ridicule, and insult are pervasive enough to alter the conditions of employment and create an abusive working environment.

The following types of behavior are some examples of conduct that can be found to amount to sexual harassment and that are prohibited by this Policy:

Physical Acts: Unwelcome or uninvited physical contact, such as pinching, patting, fondling, massaging, kissing, hugging, grabbing, brushing against another person, blocking a person's path, exposing oneself or coercing sexual contact.

Verbal Behavior: Sexual propositions, repeated flirting, sexual innuendo, crude jokes, insulting or suggestive sounds, discussing sexual activities or sexual topics, commenting on someone's physical attributes or appearance, or spreading rumors about a person's sex life.

Non-verbal Behavior: Displaying sexually explicit materials, sexual graffiti, sexual cartoons, making lewd gestures or facial expressions, whistling, catcalls, crude pranks, or giving gifts or letters of a sexual nature.

B. Gender Discrimination:

- may occur when Security Officers are not judged on the basis of their individual capabilities to perform a particular job but rather on the basis of preconceived opinions as to the limitations or attributes of their sex. Adverse employment decisions relating to hiring, termination, promotion, compensation, job training, overtime, or any other term, condition, or privilege of employment based on an individual's sex unless otherwise related to a *bona fide* occupational qualification.

C. Pregnancy Discrimination:

- may be sex discrimination if an Employer refuses to hire a woman because of her pregnancy-related condition as long as she is able to perform the major functions of the job in a manner so as not to endanger the safety or curtail the job performances of others.

D. Discrimination Based on Marital Status:

- may occur if an applicant's or Security Officer's status of being married, unmarried, widowed, divorced, or a single parent causes an adverse employment decision in connection with that person's hiring, termination, promotion, compensation, job training, or any other term, condition, or privilege of employment.

E. Discrimination Based on Sexual Orientation:

- may arise when the disparate treatment of an applicant or Security Officer is made with regard to hiring, termination, promotion, compensation, job training, or any other term, condition, or privilege of employment and is based on an individual's sexual orientation or even perceived sexual orientation.

F. Discrimination Based on Race, Color, Creed, Religion, National Origin or Citizenship Status:

- is an unlawful adverse employment decision in regard to hiring, termination, promotion, compensation, job training, or any other term, condition, or privilege of employment based on an individual's race, color, creed, religion, national origin or citizenship status. Such discrimination may arise in an atmosphere where ethnic slurs, racial "jokes," offensive or derogatory comments, or other verbal or physical conduct based on an individual's race, religion or national origin is pervasive if the conduct creates an intimidating, hostile, or offensive working environment or interferes with the individual's work performance.

G. Age Discrimination:

- is the unlawful failure, refusal to hire, or discharge of any individual or to otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, including but not limited to promotion, layoff, compensation, benefits, job assignments, and training, because of that individual's age.

H. Disability or Genetic Information Discrimination:

- is unlawfully discriminating against qualified individuals with disabilities or perceived disabilities or based upon genetic information in the terms, conditions and privileges of employment.

7. COMPLAINT PROCEDURES

A. Confidentiality

The confidentiality of complaints will be protected to the extent possible. Complete confidentiality cannot be guaranteed since, under certain conditions, effective inquiries cannot be conducted without revealing certain information. Any person accused is entitled to receive certain information concerning the details of the allegations and inquiry. Information will be shared only with those who need to know about it. Records relating to complaints will be kept confidential on the same basis. However, information concerning the allegations and inquiry may have to be produced in any court or agency proceeding.

B. Anti-Retaliation Policy—Covered Security Officers Should Not Fear Reprisal

The adverse treatment of Covered Security Officers because they report harassment or discrimination, provide information related to such complaints, or are involved in a grievance procedure or other action concerning a harassment or discrimination claim will not be tolerated. Such retaliatory behavior is prohibited by this Policy and may lead to discipline of the offender.

C. Informal Resolution

This Policy encourages constructive dialog between individuals to prevent matters from escalating.

Misunderstandings between people in the workplace can occur. Comments or conduct may be misconstrued, and there are circumstances when a Security Officer may be offended by certain remarks or behaviors.

If that happens, a Covered Security Officer may inform the person making the remark or engaging in the behavior that the remark or behavior is offensive. The Covered Security Officer may also ask that person to stop making such remarks or engaging in such behavior.

Just asking someone to refrain from making certain remarks or engaging in certain behavior does not mean that person will be subject to disciplinary action. However, failing to correct offensive behavior may subject a person to disciplinary action.

Some Covered Security Officers may be uneasy about confronting a person directly about remarks or conduct. If that is the case, the Covered Security Officer is encouraged to seek the help of a management supervisor, designated NYSA Employer representative, or the Industry Equal Employment Opportunity (“EEO”) Officer in resolving the matter.

If such help is sought, then that management supervisor, designated NYSA Employer representative, or Industry EEO Officer should make a record of the matter and how it was resolved and submit it for appropriate filing.

D. Formal Resolution

While many potential concerns raised by Covered Security Officers are likely to be addressed on an informal basis, some incidents will require more intervention to address them appropriately. The procedures below outline the process for making complaints related to employment discrimination or harassment under this Policy.

1. Making a Complaint (See Appendix A)

Covered Security Officers who experience any job-related harassment based on their sex (with or without sexual conduct), sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship status, age, disability, genetic information or any characteristic or classification protected by relevant law, or who believe that they have been treated in an unlawful or discriminatory manner, should promptly report the matter to their management supervisor, designated Employer representative, or the Industry EEO Officer. Although concerns or complaints are not required to be in writing, forms for raising concerns or making complaints are available at the worksite, the NYSA/ILA/PPGU Training Center, and at the offices of the PPGU. The management supervisor, designated NYSA Employer representative, and the Industry EEO Officer will have a form that will record the information provided by the Covered Security Officer.

2. Inquiry (See Appendix B)

The complaint form, if not submitted directly to the Industry EEO Officer, will be forwarded to the Industry EEO Officer assigned to handle these matters. At that time, a prompt inquiry into the matter will be commenced by the Industry EEO Officer and completed within a timely manner.

3. Conducting Interviews

During the course of the inquiry, the Industry EEO Officer will conduct interviews of Security Officers and witnesses, as well as gather relevant evidence.

4. Preparing and Delivering the Report

After the conclusion of the inquiry, the Industry EEO Office will prepare a written report to be completed within five (5) business days after the completion of the inquiry. The Industry EEO Officer will present this report to the relevant NYSA Employer, which will take whatever action it deems appropriate based on the report. The relevant NYSA Employer will inform the Industry EEO Officer and the PPGU of the Employer's intended action.

The time lines for accomplishing particular steps of the procedure outlined above are intended as guidelines, not strict time limits, which may be extended or waived in appropriate circumstances.

The failure to strictly comply with the time lines shall not constitute a violation of the policy.

5. Taking Action to Prevent Harassment and Discrimination

The NYSA Employer may institute appropriate remedial measures, including disciplinary action if warranted against any violator of this Policy. Remedial measures will be designed to stop the harassment or discrimination, correct its effects, and ensure it does not reoccur. Disciplinary action against the violator will be initiated and will be determined according to the severity of the conduct, its frequency, and whether prior complaints of similar conduct have been made. Appropriate disciplinary action may include suspension or termination of employment. Further, a warning that no retaliatory action against the complaining Covered Security Officer will be tolerated will be issued to the violator. Any such retaliatory behavior by the violator will increase the severity of disciplinary action.

If it is determined that no violation of this policy has occurred, then no disciplinary action will be instituted.

Any Covered Security Officer subject to disciplinary action as a result of the finding of a violation of this policy has the right to grieve the NYSA Employer's action through the grievance and arbitration procedures of the NYSA-PPGU Collective Bargaining Agreement.

E. False Complaints

If after investigating any complaint of harassment or unlawful discrimination, the Industry EEO Office determines that the complaint was knowingly falsely made or that a Covered Security Officer intentionally provided false information regarding the complaint, disciplinary action may be taken against the Covered Individual who instigated the complaint or who gave the false information.

8. TRAINING PROGRAM

Supervisory and managerial personnel of NYSA Employers, Union Officials, and Covered Security Officers will be trained in the terms and conditions of this Policy. In addition to training on the conduct prohibited by this Policy, Covered Security Officers will learn how they can avail themselves of the complaint process in order to redress harassment or discrimination issues that may arise. Refresher training to reinforce the important concepts introduced in initial training will be provided periodically.

9. REASONABLE ACCOMMODATION POLICY and REQUESTS FOR FAMILY AND MEDICAL LEAVE

All requests by Covered Security Officers for reasonable accommodations shall be handled on a port-wide basis within the Port of New York and New Jersey. **See Appendix C** for these procedures.

All requests by Covered Security Officers for family or medical leave under a relevant state or federal statute shall be handled on a port-wide basis within the Port of New York and New Jersey. **See Appendix D** for these procedures.



APPENDIX "A"

Making a Complaint Under the NYSAPA-PPGU Anti-Harassment and Anti-Discrimination Policy

Under the NYSAPA-PPGU Anti-Harassment and Anti-Discrimination Policy covered Security Officers are encouraged to raise concerns or make complaints about workplace harassment or discrimination. All complaints will be promptly addressed. The confidentiality of complaints will be protected to the extent possible and retaliatory action against a person making a complaint or raising a concern is expressly prohibited.

The complaint process in the NYSAPA-PPGU Anti-Harassment and Anti-Discrimination Policy is designed to provide Complainants a convenient way with different options to raise concerns or make a complaint. Complainants may raise concerns or make complaints to designated personnel in their workplace or may bypass these individuals and submit a written Complaint Form, in a sealed, confidential envelope that has been designed to record the information relevant to a concern or complaint to the NYSAPA-PPGU EEO Officer (EEO Officer). In addition, Complainants may raise concerns or submit complaints at the Union office in Bayonne, New Jersey or with a designated management supervisor or representative. Complaint Forms and confidential envelopes will be available at the Main Gatehouse of each facility, at the Union Office and at the NYSAPA/PPGU Training Center located at 1210 Corbin Street, Port Elizabeth, New Jersey and may be obtained from a designated management supervisor or representative. All complaints, no matter how they are received, will be reviewed and processed by the EEO Officer.

1. At the Workplace

Management supervisors and designated management representatives will accept complaints. Each Employer will provide information naming the supervisor or its designated management representative for receiving harassment or discrimination complaints.

In writing: All management supervisors and designated management representatives will maintain a supply of Complaint Forms and confidential envelopes.

- If a Complainant does not want to share information about his or her complaint with their management supervisor or designated management representative, then the Complainant should fill out the Form to the best of his or her ability, and
- The Complainant should enclose the written Complaint Form in a confidential envelope which will also be provided and mail it.
- If a management supervisor or designated management representative or the Union is given a Complaint Form for forwarding, the EEO Officer will be contacted and notified that a Complaint Form is being forwarded.
- The EEO Officer will review the Form, and contact the Complainant raising the concern or making the complaint.

Verbally: Complaints may be received verbally by management supervisors or designated management representatives. However, such verbal complaints should be documented on the Complaint Form by the management supervisor or designated management representative receiving the complaint. The Complainant will be asked if he or she wishes to try to informally resolve the complaint or concern. In either event, the individual verbally complaining shall be given the opportunity to review the Complaint Form and be asked to sign the Form. In the event an informal resolution is not reached, the Complaint Form will be promptly forwarded to the EEO Officer.

If informally resolved the resolution of the Complaint should be written up, signed by the affected individual and maintained in the Employer's EEO files.

E. False Complaints

If after investigating any complaint of harassment or unlawful discrimination, the Industry EEO Office determines that the complaint was knowingly falsely made or that a Covered Security Officer intentionally provided false information regarding the complaint, disciplinary action may be taken against the Covered Individual who instigated the complaint or who gave the false information.

8. TRAINING PROGRAM

Supervisory and managerial personnel of NYSA Employers, Union Officials, and Covered Security Officers will be trained in the terms and conditions of this Policy. In addition to training on the conduct prohibited by this Policy, Covered Security Officers will learn how they can avail themselves of the complaint process in order to redress harassment or discrimination issues that may arise. Refresher training to reinforce the important concepts introduced in initial training will be provided periodically.

9. REASONABLE ACCOMMODATION POLICY and REQUESTS FOR FAMILY AND MEDICAL LEAVE

All requests by Covered Security Officers for reasonable accommodations shall be handled on a port-wide basis within the Port of New York and New Jersey. **See Appendix C** for these procedures.

All requests by Covered Security Officers for family or medical leave under a relevant state or federal statute shall be handled on a port-wide basis within the Port of New York and New Jersey. **See Appendix D** for these procedures.



APPENDIX "A"

Making a Complaint Under the NYSAPPGU Anti-Harassment and Anti-Discrimination Policy

Under the NYSAPPGU Anti-Harassment and Anti-Discrimination Policy covered Security Officers are encouraged to raise concerns or make complaints about workplace harassment or discrimination. All complaints will be promptly addressed. The confidentiality of complaints will be protected to the extent possible and retaliatory action against a person making a complaint or raising a concern is expressly prohibited.

The complaint process in the NYSAPPGU Anti-Harassment and Anti-Discrimination Policy is designed to provide Complainants a convenient way with different options to raise concerns or make a complaint. Complainants may raise concerns or make complaints to designated personnel in their workplace or may bypass these individuals and submit a written Complaint Form, in a sealed, confidential envelope that has been designed to record the information relevant to a concern or complaint to the NYSAPPGU EEO Officer (EEO Officer). In addition, Complainants may raise concerns or submit complaints at the Union office in Bayonne, New Jersey or with a designated management supervisor or representative. Complaint Forms and confidential envelopes will be available at the Main Gatehouse of each facility, at the Union Office and at the NYSAPPGU Training Center located at 1210 Corbin Street, Port Elizabeth, New Jersey and may be obtained from a designated management supervisor or representative. All complaints, no matter how they are received, will be reviewed and processed by the EEO Officer.

1. At the Workplace

Management supervisors and designated management representatives will accept complaints. Each Employer will provide information naming the supervisor or its designated management representative for receiving harassment or discrimination complaints.

In writing: All management supervisors and designated management representatives will maintain a supply of Complaint Forms and confidential envelopes.

- If a Complainant does not want to share information about his or her complaint with their management supervisor or designated management representative, then the Complainant should fill out the Form to the best of his or her ability, and
- The Complainant should enclose the written Complaint Form in a confidential envelope which will also be provided and mail it.
- If a management supervisor or designated management representative or the Union is given a Complaint Form for forwarding, the EEO Officer will be contacted and notified that a Complaint Form is being forwarded.
- The EEO Officer will review the Form, and contact the Complainant raising the concern or making the complaint.

Verbally: Complaints may be received verbally by management supervisors or designated management representatives. However, such verbal complaints should be documented on the Complaint Form by the management supervisor or designated management representative receiving the complaint. The Complainant will be asked if he or she wishes to try to informally resolve the complaint or concern. In either event, the individual verbally complaining shall be given the opportunity to review the Complaint Form and be asked to sign the Form. In the event an informal resolution is not reached, the Complaint Form will be promptly forwarded to the EEO Officer.

If informally resolved the resolution of the Complaint should be written up, signed by the affected individual and maintained in the Employer's EEO files.

- If the Complainant making the verbal complaint does not want to sign the Complaint Form filled out by the management supervisor or designated management representative, then that should be so noted on the Complaint Form.

2. Union Office—889 Broadway, Bayonne, New Jersey, 07002

In writing: Complaint Forms and confidential envelopes will be available during business hours at the Union Office. Complainants may submit written Complaint Forms in sealed, confidential envelopes to a Union representative, who will promptly forward them to the EEO Officer, or the Complainants may forward the forms to the EEO Officer. The EEO Officer may be contacted by phone or e-mail by the Union and notified that Complaint Forms may be forwarded. The EEO Officer will review the forms, and contact the Complainants raising the concerns or making the complaints.

3. Response to Phone Calls

It is likely that any of the above-enumerated entities will receive telephone calls in which the caller may seek to raise a concern or make a complaint about workplace harassment or discrimination. Those callers should be told that they can submit complaints:

- either verbally or in writing at their workplace; or
- in writing by completing a Complaint Form and submitting it directly in a confidential envelope to the EEO Officer by first-class mail, certified mail, or overnight or other courier service.

4. When the Complaint Does Not Implicate the NYS-PPGU Anti-Harassment and Anti-Discrimination Policy

If the EEO Officer receives a complaint that does not fall under the terms of the NYS-PPGU Anti-Harassment and Anti-Discrimination policy, the EEO Officer shall inform the Complainant and the Employer of such finding by sending a dated, executed notice to the Complainant and the Employer advising that the matter under consideration was a contractual, not an EEO matter.

The purpose of this dated form is to reactivate the timeliness provisions of the grievance procedure in the collective bargaining agreement.



APPENDIX "B"

Protocol for NYSA-PPGU EEO Officer Processing Complaints

1. Security Officer Makes a Complaint

- a. A Security Officer wishing to make a Complaint (Complainant) may submit a Complaint Form in a sealed, confidential envelope, made available at each facility's main gatehouse, the Union Office, at the Training Center located at 1210 Corbin Street, Port Elizabeth, New Jersey or obtained from a Company Supervisor.
 - i. The sealed confidential envelope should be promptly forwarded to the EEO Officer by the Complainant.
- b. If the Complainant verbally complains to a supervisor or designated management representative and an informal resolution is not reached, the Complainant will be provided with the Complaint Form and envelope.
 - i. The Complaint Form filled out by the Complainant will be promptly forwarded to the EEO Officer in the sealed, confidential envelope by the supervisor or designated management representative.
 - ii. A Complainant may directly submit a written Complaint Form in the sealed, confidential envelope to the EEO Officer by first-class mail, certified mail, overnight or other courier service.

2. EEO Officer Receives a Complaint

- a. EEO Officer records the receipt of a complaint in a log book maintained for that purpose.
 - i. EEO Officer should retain the original Complaint Forms and Complaint Form envelopes.
- b. EEO Officer simultaneously contacts by e-mail counsel for management and labor, the Employer and the Union, informing them that a complaint has been made using only general terms, *i.e.* Port Security Officer has made a discrimination claim.
- c. EEO Officer contacts the complaining Complainant by telephone.
 - i. EEO Officer reminds the Complainant about the Policy's anti-retaliation provision which is to assure the Complainant that there will be no retaliation against the Complainant for making a complaint.
 - ii. EEO Officer makes a record of all contact and conversations with the Complainant.
- d. A meeting with the Complainant may be arranged.
 - i. Such meetings may be held at the worksite or other agreed upon meeting place where a private room will be designated for this purpose.
- e. EEO Officer determines what type of investigation is necessary.
 - i. EEO Officer should work with the Executive Vice President of NYSA, or his authorized designee, to obtain access, if required, to the relevant workplace through the Employer.

- ii. The investigation may require among other things:
 - a. Visiting the worksite;
 - b. Interviewing the accused;
 - c. Interviewing witnesses;
 - d. Interviewing the Employer; and
 - e. Reviewing documents.
- f. EEO Officer conducts the investigation.
 - i. The investigation will be commenced within five (5) business days (or as soon as possible) from the receipt of the complaint by the EEO Officer and completed within twenty (20) business days (or as soon as possible) from the receipt of the complaint by the EEO Officer.
- g. EEO Officer prepares report of investigation.
 - i. Report to be completed within five (5) business days (or as soon as possible) after the completion of the inquiry.
- h. EEO Officer presents report to relevant Employer who considers the report, discusses it separately with the Complainant and the Security Officer who allegedly committed the infraction advising of the action, if any, to be taken to remedy the complained of conduct.

3. When the Complaint Does Not Implicate the NYSA-PPGU Anti-Harassment and Anti-Discrimination Policy

- a. If the EEO Officer receives a complaint that does not fall under the terms of the NYSA-PPGU Anti-Harassment and Anti-Discrimination policy, the EEO Officer shall inform the Complainant and the Employer of such finding by sending a dated, executed notice to the Complainant and the Employer advising that the matter under consideration was a contractual, not an EEO matter.
 - i. The purpose of this dated form is to reactivate the timeliness provision of the grievance provision procedure contained in the Collective Bargaining Agreement.



APPENDIX "C"

NYSA-PPGU

Policy on ADA Compliance and Reasonable Accommodatoin

I. Statement of Policy

The Port Police & Guards Union, Local 1456, a New Jersey Nonprofit Corporation (referred to as the "PPGU") and the New York Shipping Association, Inc. for and on behalf of its members (collectively referred to as "NYSA Employers") state it is a violation of this Policy to discriminate against disabled Security Officers in hiring, assignment and promotion, and to provide reasonable accommodations for Security Officers who have covered disabilities within the meaning of state and federal law in conformity with the registration process of the Waterfront Commission of New York Harbor. In addition, employees who are pregnant or are recovering from pregnancy are entitled to certain reasonable accommodations. However, the job of Port Security Officer has certain physical and mental standards as prescribed in the Rules and Regulations of the Waterfront Commission of New York Harbor. N.Y. Comp. Codes R. & Regs. tit. 21, §§ 5.3-10.

Notwithstanding the physical requirements for Port Security Officer work, it is also the policy of the NYSA Employers and the PPGU to engage in an interactive process with Security Officers who claim to have covered disabilities to determine whether reasonable accommodations exist which would enable the Security Officer to enter into or continue working in the longshore industry.

Otherwise qualified Security Officers found to be able to perform Port Security Officer work with or without reasonable accommodations as may be required by law will be so employed. Security Officers found to be unable to perform Port Security Officer work safely with or without reasonable accommodation shall not be employed and shall not be eligible for assignment to such work.

Notice of this policy prohibiting discrimination and of the procedures for considering and resolving requests for accommodations to Security Officers will be provided.

II. Accommodation Procedures

Requests for reasonable accommodations shall be considered and resolved by the NYSA-PPGU Accommodations Team ("A-Team") in accordance with the NYSA-PPGU Collective Bargaining Agreement as amended to reflect the adoption of this policy. The NYSA-PPGU A-Team shall be composed of labor and management representatives selected by NYSA and PPGU and will consider the following issues:

- 1) whether the Security Officer in question is qualified to perform work under the Collective Bargaining Agreement;
- 2) whether the Security Officer in question has a *bona fide* disability that limits the Security Officer's ability to perform satisfactorily and safely the essential functions of the job the Security Officer holds or desires; and
- 3) if so, whether the disability may be reasonably accommodated without imposing an undue hardship on the NYSA Employers or without violating the seniority provisions of the NYSA-PPGU Collective Bargaining Agreement except to the extent as may be required by law.

The A-Team has the discretion to select the accommodation it considers most appropriate, giving consideration to the suggestions and preferences of the Security Officer seeking accommodation.

A. Request for Accommodation

Requests for accommodation by Security Officers who believe they are entitled to accommodation under the Americans With Disabilities Act ("ADA") or other applicable state or local law must be made to the NYSA-PPGU A-Team. Requests may be oral or in writing. Forms to assist Security Officers in requesting an accommodation will be available at the worksite, the NYSA/ILA/PPGU Training Center and at the offices of the PPGU. The A-Team may be contacted through the office of the NYSA-PPGU Seniority Board, 889 Broadway, Bayonne, New Jersey 07002, Attention: Secretary to the A-Team (201-243-0660). The individual seeking accommodation shall provide the NYSA-PPGU A-Team with the following information.

1. If the disability is not obvious, the nature and extent of the claimed disability;
2. The precise job-related limitations the individual believes are imposed by the claimed disability; and
3. Information and suggestions as to any accommodation(s) that would enable the individual to overcome the job-related limitations and perform the work safely and satisfactorily.

If the disability or the need for accommodation is not obvious, the Security Officer should include any reasonable medical documentation and other information about the individual's disability and functional limitations that would assist the NYSA-PPGU A-Team in reaching a decision. This may include appropriate documentation from the individual's private health care providers. Appropriate steps to limit access and disclosure of sensitive health information will be taken.

B. Interactive Process--Accommodation Request

1) Initial Meeting

After receiving a request for accommodation, the A-Team shall provide the individual with written acknowledgment that the request has been received along with a written request to meet with the A-Team to review the accommodation request and to discuss alternatives. The A-Team may request that the Security Officer bring additional documentation or information to this initial meeting which the A-Team believes is or may be relevant and would assist in reaching a decision, including, in appropriate cases as mentioned above, documentation of the disability from the individual's private health care provider and a medical records release. The initial meeting should be scheduled to take place as soon as is practicable, depending on the circumstances giving rise to the accommodation request.

2) Opinion of Appropriate Health Care or Rehabilitation Professional

Following the initial meeting, the A-Team may in its discretion obtain an opinion from an appropriate health care provider (herein referred to as the "Medical Professional") regarding: 1) whether the Security Officer suffers from a disabling condition which limits one or more major life activities; 2) the applicant's or Security Officer's functional abilities and limitations with respect to the essential functions of the job held or sought; and 3) possible accommodations. Any such required medical information or examinations shall be job-related and consistent with business necessity. Accordingly, examinations shall be limited to determining the existence of the disability and the functional limitations that may require reasonable accommodation. An appropriate HIPAA medical records release for the Medical Professional's report and records will be required.

The Medical Professional shall be made aware and become knowledgeable of the nature and work requirements of a Port Security Officer in the Port of New York and New Jersey. The Medical Professional shall also be knowledgeable as to the legal standards and requirements related to the employment of disabled Security Officers with or without reasonable accommodation.

In determining whether a particular Security Officer has a disabling condition which limits one or more major life activities, the Medical Professional will be asked to render an opinion based on any and all of the following the Medical Professional deems appropriate: an independent medical examination of the individual by an appropriate health care practitioner; the individual's medical history; medical reports from the individual's personal physician; reexamination of the individual; medical tests; x-rays; etc.

The Medical Professional shall also be asked to provide the A-Team with a written report setting forth an opinion as to the individual's functional abilities and limitations in relation to the essential functions of the job which the Security Officer holds or seeks. Where appropriate, the Medical Professional shall also issue an opinion and recommendation as to any accommodations that the Medical Professional believes would enable the disabled Security Officer to work in the industry.

3) Potential Meeting Before NYSA-PPGU Four Man Board

The A-Team shall conclude the interactive process and prepare a written recommendation to the NYSA-PPGU Labor Relations Committee consisting of four (4) representatives, two (2) from the PPGU and two (2) from NYSA (herein referred to as the "Four Man Board") regarding the proper disposition of the request following receipt of the Medical Professional's written report. The A-Team shall make its recommendation to the Four Man Board regarding the accommodation request based on the facts developed during the interactive process.

C. Referral and Recommendation to the NYSA-PPGU Four Man Board

The Four Man Board shall provide to the Security Officer written notification of its decision.



APPENDIX "D"

NYSA-PPGU FAMILY AND MEDICAL LEAVE PROCEDURE ALSO INCLUDING PROCEDURES FOR MILITARY CAREGIVER LEAVE and MILITARY EXIGENCY LEAVE and CERTAIN OTHER MANDATED LEAVE PROGRAMS

The Port Police & Guards Union, Local 1456, a New Jersey Nonprofit Corporation (referred to as the "PPGU") and the New York Shipping Association, Inc. for and on behalf of its members (collectively referred to as "NYSA Employers") state that it is a violation of this Policy to interfere with or restrain or deny the exercise of a Covered Security Officer's right under any federal or state family and medical leave acts or other applicable leave acts. In addition, it is a violation of this Policy to discharge or discriminate against any individual because of involvement in any proceeding, related to state or federal family and medical leave or applicable state-mandated leave. NYSA Employers cannot use the taking of family and medical leave or other applicable leave act as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions.

In order to process requests for family and medical leave or other types of leave under this policy, the following procedures have been adopted for Covered Security Officers in the Port of New York and New Jersey. Nothing in this Policy is intended to interfere with any existing right a Covered Security Officer may have under the NYSA-PPGU Collective Bargaining Agreement to obtain an approved leave of absence for seniority purposes as defined in those agreements.

Requests for family and medical leave and other leave covered by this policy shall be made to the NYSA-PPGU Family and Medical Leave Review Committee before the Covered Security Officer takes any action that would remove the Security Officer from the availability for employment. The NYSA-PPGU Medical Leave Review Committee can be reached at 201-243-0660. Such requests shall be made in accordance with the procedures set forth in relevant federal and state law. The NYSA-PPGU Family and Medical Leave Review Committee shall be composed of labor and management representatives selected by the NYSA and PPGU.

The following is a general description of relevant leave administered by this policy. It is not intended to be a complete explanation of the qualifying factors for such leave. In addition, the leave administered under this policy is subject to amendment depending on the enactment of relevant leave laws.

Family and Medical Leave:

All employees covered by this policy may take unpaid leave for a certain period of time (12 work weeks within a 12-month period under federal law which may be more under New Jersey law depending on the particular circumstances of the leave) for one or more of the following reasons:

- the birth and care of the newborn child of the Security Officer;
- the placement with the Security Officer of a son or daughter for adoption or foster care;
- to care for an immediate family member with a serious health condition; or
- to take medical leave when the Security Officer is unable to work because of a serious health condition.

If the Four Man Board agrees on the disposition of the accommodation request, such decision shall be final and binding, and no appeal may be taken therefrom. If the Four Man Board does not agree on the disposition of the accommodation request, the accommodation request shall be immediately referred for disposition in accordance with the grievance and arbitration procedures of the NYSA-PPGU collective bargaining agreement.

All final determinations that prescribe a reasonable accommodation will be forwarded for implementation to the Employer within three (3) business days of the final determination.

III. Training

The A-Team and Four Man Board will be provided instruction as to the legal requirements related to employment of disabled Security Officers with or without reasonable accommodations along with training as to the proper handling of requests for reasonable accommodation by disabled Security Officers.

IV. Scope of Procedures

The procedures described above shall be utilized in all cases where accommodations have been requested by Security Officers with respect to hiring, assignment and promotion within the industry or in addressing situations that may raise safety issues.

This policy sets forth the procedure to be used by the A-Team and Four Man Board for considering and resolving accommodation requests presented by disabled Security Officers under the Americans With Disabilities Act and applicable state law. Nothing in this policy may be construed to require the PPGU and the NYSA Employers to provide Security Officers with particular accommodations or to provide accommodations where in the opinion of the Medical Professional none is warranted. Nor may this policy be construed as acceptance by the PPGU and the NYSA Employers of additional, greater or different legal or financial responsibilities than those which are imposed on them by law for providing accommodations to disabled Security Officers.

The procedures set forth in this policy may be flexibly applied in particular cases when, in the judgment of the A-Team and Four Man Board the facts and circumstances warrant it. The time lines for accomplishing particular steps of the procedure are intended as guidelines, not strict time limits, which may be extended or waived in appropriate circumstances. Failure of the A-Team and Four Man Board to strictly comply with the time lines shall not constitute a violation of the policy.

Military Caregiver Leave:

All employees covered by this policy may, if they are eligible family members, take unpaid leave for a certain period of time (up to 26 work weeks within a 12-month period) to provide care for family members who are currently covered service members with a qualifying serious illness or injury.

Military Exigency Leave:

All employees covered by this policy may, if they are an eligible family member, take unpaid leave for a certain period of time (up to 12 work weeks within a 12-month period) to attend to the qualified exigencies of family members who are on covered active military duty or who have been called to covered active military duty.

New Jersey Safe Act Leave:

Qualifying New Jersey employees covered by this policy have the ability to take up to 20 days of unpaid leave in a 12-month period if that employee or their child, parent, spouse or civil union partner is a victim of domestic violence or a victim of a sexually violent offense to seek medical attention, obtain victim's services, psychological services, safety planning, legal assistance, or participate in legal proceedings.

Rights of Nursing Mothers:

Qualifying nursing mothers are entitled to certain unpaid break time or to use paid break time during work hours for the purposes of expressing milk.

Eligible Security Officers seeking to use family and medical leave or other state-mandated leave may be required to provide:

- Advanced notice of the need to take family and medical leave when the need is foreseeable;
- Notice "as soon as practicable" when the need to take family and medical leave is not foreseeable;
- Sufficient information for the NYSA-PPGU Family and Medical Leave Review Committee to understand that the Covered Security Officer needs leave for family and medical leave-qualifying reasons (the Security Officer need not mention a family and medical leave statute when requesting leave to meet this requirement but need only explain why the leave is necessary); and,
- Where an NYSA Employer was not made aware that a Covered Security Officer was absent for family and medical leave reasons and the Covered Security Officer wants the leave counted as family and medical leave, timely notice must be given in writing (generally within **two business days** of returning to work) that the leave was taken for a family and medical leave-qualifying reason.

When Planning Medical Treatment

- It is recommended that the Covered Security Officer consult with the NYSA-PPGU Family and Medical Leave Review Committee and make a reasonable effort to schedule the leave so as not to unduly disrupt the NYSA Employer's operations, subject to the approval of the health care provider.

- Covered Security Officers are ordinarily expected to consult with the NYSA-PPGU Family and Medical Leave Review Committee prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the NYSA Employers and the Covered Security Officers.
- If a Covered Security Officer who provides notice of the need to take family and medical leave on an intermittent basis for planned medical treatment neglects to consult with the NYSA-PPGU Family and Medical Leave Review Committee to make a reasonable attempt to arrange the schedule of treatments so as not to unduly disrupt the NYSA Employer's operations, the NYSA-PPGU Family and Medical Leave Review Committee may initiate discussions with the Covered Security Officer and require the Covered Security Officer to attempt to make such arrangements, subject to the approval of the health care provider.

Intermittent Leave or Leave on a Reduced Leave Schedule

- A Covered Security Officer shall advise the NYSA-PPGU Family and Medical Leave Review Committee, upon request, of the reasons why the intermittent or reduced-leave schedule is necessary and of the schedule for treatment, if applicable.
- The Covered Security Officer and the NYSA-PPGU Family and Medical Leave Review Committee shall attempt to work out a schedule which meets the Covered Security Officer's needs without unduly disrupting the NYSA Employers' operations, subject to the approval of the health care provider.

Information Available

The NYSA-PPGU Family and Medical Leave Review Committee will have general information available about Covered Security Officer's rights and responsibilities under the relevant federal and state family and medical leave laws.



APPENDIX "E"

FAMILY AND MEDICAL LEAVE PROTOCOLS WITH FORM

- Family and medical leave is guaranteed to eligible employees by law and through the relevant provisions of the NYSA-PPGU Anti-Discrimination and Anti-Harassment Policy.
 - a. All employees have been given a copy of the NYSA-PPGU Anti-Discrimination and Anti-Harassment Policy.
 - b. The policy will also be posted on the NYSA and PPGU websites.
- In brief, the leave covered by this policy includes:
 - Up to 12 weeks of unpaid leave within a 12-month period:
 - for the birth and care of the newborn child of the employee;
 - for placement with the employee of a son or daughter for adoption or foster care;
 - to care for an immediate family member (spouse, child, or parent) with a serious health condition;
 - to take medical leave when the employee is unable to work because of a serious health condition; or
 - to address exigencies arising out of an eligible family members covered military service or call to military service; and
 - Up to 26 weeks of unpaid leave in a 12-month period to tend to family members who are currently covered service members with a qualifying serious illness or injury;
 - Up to 20 days of unpaid leave in a 12-month period for qualifying reasons under the New Jersey Safe Act; and
 - Unpaid break time or to use paid break time during work hours for the purpose of expressing milk for qualified nursing mothers.
- The 12-month period is calculated from the first date of the leave. An employee shall not be entitled to another leave until 12 months had lapsed from the first day of the first leave. An employee is not required to take 12 weeks leave. However, an employee taking fewer than 12 weeks of leave is only entitled to the remainder of those 12 weeks of leave during the 12-month period.
- In order to be eligible for family and medical leave under the NYSA-PPGU policy the employee must have at least 1,000 hours of employment within the 12-month period preceding the date of the start of the leave.
- Intermittent leave or reduced schedules may be taken as family and medical leave. Employees needing intermittent leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the employer's operations. In addition, an employer may assign an employee to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced leave schedule.
- When the need for leave is foreseeable, employees should provide at least 15 days' notice of their need for leave.
- If the need for leave is not foreseeable, employees shall provide notice in a reasonable period of time or as soon as providing notice is practicable.

- A family member or representative of the employee can give the notice on behalf of the employee.
- Notice is given by either:
 - Submitting a Request Form to the NYSA-PPGU Family and Medical Leave Review Committee (Review Committee), c/o NYSA-PPGU Seniority Board either by mail, in-person, or by fax. A sample Form is attached.
 - Forms are available at the NYSA-PPGU Seniority Board and work sites.
 - Calling the Review Committee through the NYSA-PPGU Seniority Board.
 - If a call is made, NYSA-PPGU Seniority Board personnel should take down the necessary information on the NYSA-PPGU Request Form noting that it was not completed by the employee.
- If an employee verbally requests family and medical leave or attempts to submit a Request Form at the workplace that employee should be immediately referred to the Review Committee c/o NYSA-PPGU Seniority Board.
 - Any Request Forms improperly left at the workplace should be immediately forwarded to the Review Committee c/o NYSA-PPGU Seniority Board by fax to 201-243-0662.
- The Review Committee consists of one management and one labor representative or their designees.
- At the time a request for leave is made, the employee will be asked for the following information:
 - Reason for the requested leave; and
 - Estimated period of the leave.
- Upon receipt of a request for family and medical leave, NYSA-PPGU Seniority Board personnel will inform the Review Committee of the pending request (the FMLA Request Form should be faxed to the Review Committee). NYSA-PPGU Seniority Board personnel will verify through NYSA-PPGU Seniority Board records that the employee is in fact eligible for leave and notify the sponsoring employer and the PPGU of the request and whether it has been approved or denied. In doing this the Review Committee:
 - a. Will verify that the requested leave is either for a serious health condition of the employee or a qualified family member.
 - b. Will determine if the serious health condition is one that satisfies the criteria of relevant family and medical leave law.
- **Within five (5) business days of receiving the request**, the employee will be provided a written response to the request that provides the details of the employee's obligations regarding the leave and the consequences of failing to satisfy those obligations. This form is called a Notice of Eligibility and Rights and Responsibilities, it is based on a sample form of the same name created by the U.S. Department of Labor but adapted for the purposes of this program. That Form includes:

- Acknowledgment that the employee is eligible or not eligible for family and medical leave;
 - The stated reason for the leave;
 - The anticipated start date and length of the leave;
 - Acknowledgment that the leave will or will not be counted against the employee's annual leave entitlement;
 - A requirement that the employee furnish medical certification of a serious health condition and the consequences of failing to do so;
 - Information about the employee's right to substitute paid leave and whether the employer will require the substitution of paid leave, and the conditions related to any substitution;
 - Notice that an eligible employee's health benefits, life insurance, and non-occupational disability benefits will continue during the employee's leave;
 - Notice that hours are not credited for any employee fringe benefits during family and medical leave;
 - Notice to employees on COBRA that they are required to continue making their COBRA payments while on family and medical leave;
 - Any requirement for the employee to present a fitness-for-duty certificate to be restored to employment;
 - Potential requirements for submitting a re-certification regarding the medical condition during the leave;
 - Requirement that the employee provide periodic status reports during the leave; and
 - Requirement that the employee notify the NYS-PPGU Seniority Board Department at least two (2) business days in advance of returning to work.
- If the leave is granted, appropriate notice should be provided to all Employers.
 - If an employee is on leave for his or her medical condition, then the employee will be required to provide a Fitness for Duty Certification prior to return to work. Fitness for Duty is consistent with industry physical performance guidelines for all jobs.
 - The industry may require second or third opinions under certain circumstances to verify the medical information provided. Such second or third opinions shall be obtained at the expense of the industry.
 - Within five (5) business days of the date of receipt of an appropriate certification and all required information for the leave is provided by the employee, a Designation Notice indicating that the leave is approved shall be provided to the employee. This Designation Notice is also based on a sample form of the same name created by the U.S. Department of Labor but adapted for the purposes of this program.
 - Family and medical leave records including any initial request Form, written notice to the employee and medical certifications should be maintained in an individual file for each employee requesting such leave and stored in a designated area in a secure confidential manner.



**NYSA-PPGU
FAMILY AND MEDICAL LEAVE
REQUEST FORM**

Name	WF Number	Employer
Address	City	State/Zip Code
Home Telephone Number	Cell Phone Number	Date

Reason For Requested Leave—Check boxes that apply:

- The birth of a child, or the placement of a child with you for adoption or foster care; or
- A serious health condition that makes you unable to perform the essential functions of your job; or
- A serious health condition affecting your spouse, child, parent, for which you are needed to provide care.
- A serious health or illness suffered by a family member who is a currently covered service member. Describe the family relationship of the service member _____ and describe their service _____.
- Military exigency related to the duty or call to duty of a family member. Describe the family relationship _____ and describe their service _____.
- New Jersey worker who is a victim of or a parent, child, spouse or civil partner of a victim of domestic violence or of a sexually violent offense.
- Qualified nursing mother.

Estimated Time Needed For Leave: _____

Estimated Date When Leave Will Commence: _____

Please submit this Form in person or by mail to the NYSA-PPGU Seniority Board, 889 Broadway, Bayonne, NJ 07002 or by fax to 201-243-0662.

Signature of Employee

For NYSA-PPGU Family and Medical Leave Review Committee Use:

Employee is eligible for Leave: _____

Employer and Local Notified: _____ **Leave Approved:** _____

Date Leave Begins: _____

Medical Certification Required: _____

NOTES