

**MEMORANDUM OF SETTLEMENT
BETWEEN
NEW YORK SHIPPING ASSOCIATION, INC.
DBA SHIPPING ASSOCIATION OF NEW YORK AND NEW JERSEY
AND
PORT POLICE AND GUARDS UNION, LOCAL 1456**

Memorandum of Settlement (“MOS”) made this 21st day of December, 2022, effective January 1, 2023, by and between the New York Shipping Association Inc. doing business as the Shipping Association of New York and New Jersey (“NYSA”) on behalf of its PPGU-Employer-Members, as party of the first part, and the Port Police and Guards Union, Local 1456, a New Jersey Nonprofit Corporation (“PPGU”), as party of the second part. The NYSA and the PPGU shall also be referred to herein each individually as a “Party” and collectively as the “Parties”).

The Collective Bargaining Agreement, effective for the period January 1, 2018, through December 31, 2022, is hereby continued for the three-year period from January 1, 2023, to and including December 31, 2025, in all respects, except as specifically modified below:

1. **Wages**

Wages are modified as follows:

Effective January 1, 2023, Guards and Gatemen shall be paid at the same hourly pay rate.

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, 2023

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard/Gateman	\$26.72	\$213.76	\$1,068.80	\$40.08
Roundsman	\$26.91	\$215.28	\$1,076.40	\$40.37

Wage Rates Effective January 1, 2025

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard/Gateman	\$28.00	\$224.00	\$1,120.00	\$42.00
Roundsman	\$28.19	\$225.52	\$1,127.60	\$42.29

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, 2023

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard/Gateman	\$25.26	\$202.08	\$1,010.40	\$37.89
Roundsman	\$26.91	\$215.28	\$1,076.40	\$40.37

Wage Rates Effective January 1, 2024

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard/Gateman	\$26.26	\$210.08	\$1,050.40	\$39.39
Roundsman	\$26.91	\$215.28	\$1,076.40	\$40.37

Wage Rates Effective January 1, 2025

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard/Gateman	\$28.00	\$224.00	\$1,120.00	\$42.00
Roundsman	\$28.19	\$225.52	\$1,127.60	\$42.29

2. **Welfare Benefits**

Current Article XVII of the Collective Bargaining Agreement is deleted and replaced with the following:

Section 1(a) shall be replaced with the following:

- (a) Without regard to the number of hours that may be worked in any one Contract Year (January 1 - December 31):
 - (i) For Contract Year 2023, the Employers agree that they shall provide to the NYSA-PPGU Welfare Fund ("Welfare Fund") the 2023 Aetna premium for the active medical and prescription coverage agreed to between the Parties (the "2023 Premium"). The Employers also agree to continue to fund the current Health Reimbursement Account ("HRA") as part of this coverage in the same manner as was being provided in the prior Agreement.
 - (ii) For Contract Year 2024, the Employers agree that they shall provide an additional amount, as needed, up to ten percent (10%) of the 2023 Premium, to be used to maintain the existing medical and prescription coverage (the "2024 Premium"). No part of this additional amount may be used to increase benefits. Any amount, if unused, shall be available for use in successive Contract Years but shall not be used to increase benefits.
 - (iii) For Contract Year 2025, the Employers agree that they shall provide an additional amount, as needed, up to ten percent (10%) of the 2024 Premium, to be used to maintain the existing medical and prescription coverage (the "2025 Premium"). No part of this additional amount may be used to increase benefits. Any amount, if unused, shall be available for use in successive Contract Years but shall not be used to increase benefits.
 - (iv) Any unused amounts held by the Employers that are not called by the Welfare Fund in accordance with this MOS to provide existing benefits shall remain the property of the Employers. Any unused amount held by the NYSA-PPGU Welfare Fund that is not used at the end of this Agreement shall be applied to the next NYSA-PPGU Contract.
 - (v) In addition, the Employers agree that for each Contract Year (2023 – 2025) they shall provide the full funding necessary to maintain and cover all plan administrative expenses and other welfare benefits (including without limitation Medicare premiums, temporary disability benefits, and life insurance) currently being provided. Subject to 1(a)(i)

above and Section 1(c) below, the Employers agree to fund the HRA for each Contract Year for the term of this MOS.

Section 1(d) shall be replaced with the following:

If, in any Contract Year during the term of this MOS, the number of Security Officers eligible to receive medical and prescription coverage increases above the number of Security Officers eligible for such coverage in 2017, and the contractual contributions are insufficient to cover the additional cost thereof, the Employers agree to contribute an amount necessary to pay for the increased cost of providing medical and prescription coverage to such additional eligible Security Officers.

Effective January 1, 2023, the Medicare Part B premium reimbursement shall be increased from \$74.40 per calendar quarter to \$125.00 per calendar quarter.

The Parties will use their best efforts to obtain a life insurance policy that will cover active employees when they attain 1,000 credited hours rather than the current 1,600 credited hours, during the renewal of the life insurance policy next year.

The Parties will use their best efforts to address the PPGU's request to increase dental benefits during the renewal of benefits next year, depending on the premium increase for active medical and prescription coverage.

3. **Pension Plan**

The Parties agree:

Working pensioners, and actively employed Security Officers who are or will become eligible to retire during 2023 and who have met or will meet the required age and service requirements in 2023, shall be eligible to receive a 10% increase in their pension benefits if they irrevocably elect in writing no later than April 1, 2023 to retire and terminate their employment in the industry no later than December 31, 2023.

Effective January 1, 2023, the death benefit paid by the NYSA-PPGU Pension Fund shall be increased from \$7,500 to \$10,000.

4. **Money Purchase Plan**

Contributions to the Money Purchase Plan are be modified as follows:

For Security Officer employed in the industry on or before December 31, 1996, the Employers shall contribute the following sums to the Money Purchase Pension Fund:

Effective January 1, 2023, \$6.50 per hour of work.

Effective January 1, 2024, \$7.00 per hour of work.

For Security Officer employed in the industry on or after January 1, 1997, the Employers shall contribute the following sums to the Money Purchase Pension Fund:

Effective January 1, 2023, \$4.50 per hour of work.

Effective January 1, 2025, \$4.75 per hour of work.

5. **CBA Language**

In relation to the main portion of the CBA, the Parties agree as follows:

- (a) If PPGU Security Officers are required for vessel gangway watch but none are available to be hired after following the Employment Procedures contained in the Seniority Article (Regular List, Extra List, Waterfront Commission pool, and after offering overtime), non-PPGU Security Officers may be employed.
- (b) If PPGU Security Officers with specified certifications or licenses are required, the Employer shall follow the Employment Procedures contained in the Seniority Article (Regular List, Extra List, Waterfront Commission pool, and after offering overtime). If the Employer is unable to employ Security Officers with the necessary certifications or licenses, non-PPGU Security Officers with the necessary certifications or licenses may be employed to fill those positions.

The Employers agree to assist the Security Officers in obtaining the training necessary for them to acquire the required certifications or licenses and to reimburse them for fees for such training provided the Security Officers successfully complete their training.

In rare circumstances where armed Security Officers are required (government mandate, valuable cargo, etc.) and there are no licensed PPGU Security Officers who may be employed, non-PPGU armed Security Officers may be hired and one PPGU Security Officer shall be hired for each shift that there are armed non-PPGU Security Officers, regardless of the number of non-PPGU Security Officers hired.

- (c) Effective January 1, 2023, Supplemental Benefits, which are paid each December, shall be divided only among those Security Officers who have worked at least 1,600 hours in the prior Welfare Fund eligibility year ending on September 30.
- (d) All Security Officers shall be required to work for their list or Posted Position employer before they may take a work assignment with another employer. All shifts are from start to finish.

- (e) All Security Officers shall be selected for assignments based on their seniority and qualifications. In addition, Seniority Article N relating to Overtime Fairness shall be revised to provide that except as provided in Seniority Article O relating to posted positions, overtime shall be assigned in accordance with seniority.
- (f) The Parties agree that no PPGU Security Officer should be directing traffic outside of a terminal facility and that all safety and health requirements required by law in relation to Guard booths and vehicles shall be complied with.
- (g) The Parties will establish a joint committee to review and attempt to establish certain standard job classifications.
- (h) Seniority Article M, Sections 1 and 2 (Miscellaneous) are deleted. In addition, the Parties agree to establish and authorize a joint committee to review and revise the Seniority Article in order to provide clear hiring and working rules and to avoid grievances.
- (i) The Parties agree to form a joint committee to establish and incorporate all contractual changes since January 1, 2017 into one Collective Bargaining Agreement in a consistent manner and to add, remove or revise outdated or incorrect language, and to establish clear working rules.
- (j) If a Security Officer in a posted position is unable to work that posted position because the Security Officer is on vacation or ill, then the Employer will fill that position with another Security Officer.

6. **Publication of Contract**

The Parties agree to publish an up-to-date complete Collective Bargaining Agreement booklet.

7. **Full Settlement**

All of the terms and conditions of the existing Collective Bargaining Agreement between the Parties shall remain in full force and effect, except as hereinabove modified under this MOS.

This MOS settles all issues between the Parties, subject only to ratification by the respective Parties, including the memberships of NYSA and the PPGU.

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PORT POLICE & GUARDS UNION
LOCAL 1456, A NEW JERSEY
NONPROFIT CORPORATION

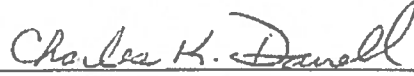
NEW YORK SHIPPING ASSOCIATION, INC.

By



Mohamed Arbab,
President

By



Charles K. Darrell,
Executive Vice President
Chief Operating Officer

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