Agreement

between

New York Shipping Association, Inc.

and

Port Police & Guards Union, Local 1456

January 1, 2026 – December 31, 2028

PORT POLICE & GUARDS UNION, LOCAL 1456
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This Agreement is made and entered into by and between the New York Shipping Association, Inc. (NYSA) d/b/a Shipping Association of New York and New Jersey, 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). including when full-time deep-sea staff are employed, 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.

8. The Parties agree that no Employer shall perform work within the PPGU's jurisdiction unless there is an emergency.

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 New York Waterfront Commission (NYWC) and the New Jersey State Police (NJSP)

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 NYWC and /or the NJSP.

3. The payment to a Security Officer for successful completion of a refresher training course given by the NYWC and/or the NJSP 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.

7. The Parties agree that Roundsman shall be required to attend a jointly agreed-upon leadership training program and that uniform rules in the Port will be established to assist Roundsman in the performance of their duties.

8. A Port-wide Pool for Security Officers with fire watch training will be created.

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. All Security Officers on an Extra List shall be required to work for their Sponsoring Employer before they make take work assignments with another Employer. All Security Officers on a Regular or Extra List shall be required to work for their Regular or Extra List Employer before they may take work assignments with another Employer. All shifts are from start to finish.

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) Effective January 1, 2026, the wage scale from Monday to Friday, inclusive, for Security Officers working in the industry prior to January 1, 2026, shall be:

Wage Rates Effective January 1, 2026

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard/Gateman	$30.00	$240.00	$1,200.00	$45.00
Roundsman	$30.19	$241.52	$1,207.60	$45.29

Wage Rates Effective January 1, 2027

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard/Gateman	$32.00	$256.00	$1,280.00	$48.00
Roundsman	$32.19	$257.52	$1,287.60	$48.29

Wage Rates Effective January 1, 2028

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard/Gateman	$35.00	$280.00	$1,400.00	$52.50
Roundsman	$35.19	$281.52	$1,407.60	$52.79

(b) Effective January 1, 2026, the wage scale from Monday to Friday, inclusive, for Security Officers whose first date of employment is January 1, 2026 or later, shall be:

Wage Rates Effective January 1, 2026

Occupation	Hourly Rate	Daily Rate	Weekly Rate	OT Hourly Rate
Guard/Gateman	$28.00	$224.00	$1,120.00	$42.00

New employees shall not participate in the Supplemental Benefits Program until they have work hours in three (3) consecutive calendar years. In addition, wage rates for new employees shall increase to the highest rate after they have worked hours in three (3) consecutive contract years.

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 of a Guard/Gateman.

7. Any time worked in excess of eight (8) hours in any calendar day (12:01 A.M. to 12 Midnight) 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.

(c) If a Security Officer works for two different industry Employers on the same day, the Non-Sponsoring Employer shall pay the applicable overtime rate on all hours worked by the Security Officer for the applicable shift.

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 of pay 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 the post 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 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 direct deposit.

18. 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.

19. The Parties agree that no PPGU Security Officer should be directing traffic outside of a terminal facility and all safety and health requirements required by law in relation to Guard booths and vehicles shall be complied with.

20. Each patrol car and gate both shall have working heat and air conditioning.

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:

1st Offense:	Written warning;
2nd Offense:	2 days off;
3rd Offense:	1 week off;
4th Offense:	2 weeks off;
5th Offense:	Removal from posted position (may not apply for any positions for 4 months);
6th Offense:	Removal from Employer's Regular List and placed on Employer's Extra List;
7th Offense:	Three (3) weeks off with a written warning that the 9thth offense may result in permanent termination of further employment under the NYSA-PPGU Collective Bargaining Agreement;
8th Offense:	A final warning that the next offense may result in permanent termination of further employment under the NYSA-PPGU Collective Bargaining Agreement; and
9th 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 for (mis)conduct and/or disciplinary action, 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 Port-Wide 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. To be appointed a Roundsman, a Security Officer shall be required to have at least 5 years of combined service in the industry of which the candidate must have a minimum of at least 3 years of service on his or her Employer's Regular List to qualify for the position.

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 disriminatory 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, Gatemen and Roundsmen 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 screen vehicles as required by the Employer's Facility Security Plan.

(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. This rule shall not impact or prevent a Roundsman who is on paid or unpaid leave from returning to his posted position as 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, Gatemen or Roundsmen to which they may be assigned by the Employer within the area defined by this Agreement.

3. On facilities where Guards and Gatemen are employed, they shall receive their orders from a Roundsman 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 where dogs are currently being used for bomb/explosive and drug/narcotic detection by dog handlers who work with the Security Officers while on duty.

7. The PPGU will work with each Employer to establish gate-position performance standards at each terminal.

8. The Parties will establish a joint committee to review and attempt to establish certain standard job classifications.

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. A grievant is required to identify the specific contractual provision alleged to have been violated. A grievant is required to identify the specific contractual provision alleged to have been violated.

(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 Security Officer is the face of security in the Port and is required to act honestly, professionally and diligently, and with courtesy and respect to all.

2. 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.

3. 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.

4. No Security Officer shall leave the facility during working hours for any purpose

whatsoever, except with the express permission of the Roundsman or MSO.

5. 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.

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

7. 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..

8. 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.

9. No Employer shall require a PPGU Security Officer to sign disciplinary-related documents without PPGU leadership involvement.

10. A Security Officer shall be immediately terminated for dishonesty, fraud and payroll theft; progressive discipline need not be proven by the employer. Backpay shall not be awarded if any of these elements is proven even if the Labor Relations Committee later determines that the Security Officer should be returned to work if the member grieves the termination of employment.

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:

1st Offense:	Written warning;
2nd Offense:	2 days off;
3rd Offense:	1 week off;
4th Offense:	2 weeks off;
5th Offense:	Removal from posted position (may not apply for any positions for 4 months);
6th Offense:	Removal from Employer's Regular List and placed on Employer's Extra List;
7th Offense:	Three (3) weeks off with a written warning that the 9th offense may result in permanent termination of further employment under the NYSA-PPGU Collective Bargaining Agreement;
8th Offense:	A final warning that the next offense may result in permanent

termination of further employment under the NYSA-PPGU Collective Bargaining Agreement; and

9th 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 for (mis)conduct and/or disciplinary action, 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 10^{th} 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
Juneteenth
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 nine holidays of the calendar year shall be made in July of each year.

(f) Payment for the remaining 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 a vacation time-off request, on an industry provided 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 a first-come, first-served basis, with company seniority being used if more than one participant requests the same day or days off. .

(c) The Employer shall have 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.

5. The Parties agree that on an annual basis, paid time-off/leave benefits being provided to Regular Security Officers under this Agreement are comparable to or better than those provided under any relevant municipal, city or state paid sick leave ordinances or statutes in New Jersey or New York, including but not limited to the New York City Earned Safe and Sick Time Act and Temporary Schedule Change Law, the New York State Paid Sick Leave Law (New York State Labor Law Section 196-b), and the New Jersey Earned Sick Leave Law and, therefore, the provisions of such paid sick leave ordinances or statutes are expressly waived herein. The Parties also agree that in order to provide flexibility to Security Officers, at least five (5) vacation days shall be re-classified as paid sick leave and made immediately available to Security Officers on an annual basis as of January 1st of each calendar year. A Security Officer may use available paid sick leave, which may be used by the Security Officer for any purpose authorized under the above-referenced statutes, as paid time-off by providing two hours' notice (verbal or written) to the Security Officer's employer before the commencement of the Security Officer's shift for which the leave is requested.

6. A participant of the Plan who is injured on-the-job, whose workers' compensation benefits have ended, and who later returns to work will maintain vacation seniority.

Article XV

Defined Benefit Pension Plan

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

1. 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, 2026
For Participants Retiring On Or After January 1, 2026
With 2025 Or Thereafter As a Year Of Credited Service

Retirement Age	Years of Credited Service	Minimum Hours Post 12/31/96 for a Year of Credited Service*	Monthly Pension Per Year of Credited Service
62	15-20	1,000	$100.00
55	21 or more	1,000	$100.00

Monthly Rate of Vested Rights Pension Benefit
Per Year of Credited Service, Effective January 1, 2026
For Participants Retiring On Or After January 1, 2026
With 2025 Or Thereafter As a Year Of Credited Service

Retirement Age	Years of Credited Service	Minimum Hours Post 12/31/96 for a Year of Credited Service*	Monthly Pension Per Year of Credited Service
65	5-14	1,000	$100.00

Monthly Rate of Disability Pension Benefit
Per Year of Credited Service, Effective January 1, 2026
For Participants Retiring On Or After January 1, 2026
With 2025 Or Thereafter As a Year Of Credited Service

Retirement Age	Years of Credited Service	Minimum Hours Post 12/31/96 for a Year of Credited Service*	Monthly Pension Per Year of Credited Service
40	15 or more	1,000	$76.52

Monthly Rate of Service Retirement Pension Benefit
Per Year of Credited Service, Effective January 1, 2028
For Participants Retiring On Or After January 1, 2028
With 2027 Or Thereafter As a Year Of Credited Service

Retirement Age	Years of Credited Service	Minimum Hours Post 12/31/96 for a Year of Credited Service*	Monthly Pension Per Year of Credited Service
62	15-20	1,000	$110.00
55	21 or more	1,000	$110.00

Monthly Rate of Vested Rights Pension Benefit
Per Year of Credited Service, Effective January 1, 2028
For Participants Retiring On Or After January 1, 2028
With 2027 Or Thereafter As a Year Of Credited Service

Retirement Age	Years of Credited Service	Minimum Hours Post 12/31/96 for a Year of Credited Service*	Monthly Pension Per Year of Credited Service
65	5-14	1,000	$110.00

Monthly Rate of Disability Pension Benefit
Per Year of Credited Service, Effective January 1, 2028
For Participants Retiring On Or After January 1, 2028
With 2027 Or Thereafter As a Year Of Credited Service

Retirement Age	Years of Credited Service	Minimum Hours Post 12/31/96 for a Year of Credited Service*	Monthly Pension Per Year of Credited Service
40	15 or more	1,000	$76.52

*The Minimum Hours required for a Year of Credited Service prior to 1997 is 800.

Any terminated vested Security Officers whose last day of covered employment in the industry was prior to January 1, 2026 (or January 1, 2028, as may be applicable) shall have their pension benefits calculated and paid in accordance with the applicable rules under the collective bargaining agreement and pension plan documents in effect on their last date of employment in the industry regardless of when such terminated vested Security Officers commence their pension benefits under the pension plan.

2. Working pensioners and actively employed Security Officers who are or will become eligible to retire during 2026 and who have met or will meet the required age and service requirements in 2026, shall be eligible to receive a 10% increase in their pension benefits ($110 per year of credited service) if they irrevocably elect in writing no later than April 1, 2026 to retire and terminate their employment in the industry no later than December 31, 2026.

3. Effective January 1, 2026, an early retirement option will be offered at age 58 to those applying for a Service Retirement Pension Benefit, subject to subject to a reduction of 1/2% for each month

that the pension benefit begins preceding the first of the month following the participant's 62nd birthday, provided that the participant has completed 15 years of credited service at retirement.

4. Effective January 1, 2026, the Plan will provide an immediate 75% joint and survivor annuity to a surviving spouse of a deceased active employee/participant who had at least twenty-five (25) accrual years of credited service in the plan as of the date of the participant's death.

5. Notwithstanding anything to the contrary set forth above:

(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.

6. 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.

7. 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.

8. 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 of the Board of Trustees.

9. The amount contributed to the NYSA-PPGU Pension Fund for each year shall be determined by the Fund's Actuary in consultation with the Fund's Board of Trustees.

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

11.. The pensioner's death benefit shall be $12,500. 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.

12. 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.

13. Effective for a benefit accruing after March 31, 2026, if a participant continues working after the participant commences the participant's pension benefit, each additional accrual earned after completing another year of credited service after the benefit commencement date will be offset (but not

below zero) by the actuarial equivalent of the total plan distributions made to the participant by the end of the plan year.

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) Effective January 1, 2026, for Security Officers first employed in the industry on or before December 31, 1996, the Employers shall contribute the sum of $8.00 per hour of work to the Money Purchase Pension Fund.

(b) Effective January 1, 2026, for Security Officers first employed in the industry on or after January 1, 1997, the Employers shall continue to contribute the sum of $4.75 per hour of work to the Money Purchase Pension Fund. Effective January 1, 2027, the Employers shall contribute the sum of $5.25 per hour of work. Effective January 1, 2028, the Employers shall contribute the sum of $6.00 per hour of work.

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.

3. The parties will determine the cost of converting the Plan into a Profit-Sharing Plan to allow for elective pre-tax employee contributions. The parties agree to share any set-up costs provided the participants pay all ongoing costs to administer and monitor the new pre-tax employee contributions to assure U.S. Department of Labor compliance.

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 that may be worked in any one Contract Year (January 1 - December 31):

(i) For Contract Year 2026, the Employers agree that they shall provide to the NYSA-PPGU Welfare Fund ("Welfare Fund") the 2026 Aetna premium for the active medical and prescription coverage agreed to between the Parties (the "2026 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 2027, the Employers agree that they shall provide an additional amount, as needed, up to ten percent (10%) of the 2026 Premium, to be used to maintain the existing medical and prescription coverage (the

"2027 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 2028, the Employers agree that they shall provide an additional amount, as needed, up to ten percent (10%) of the 2027 Premium, to be used to maintain the existing medical and prescription coverage (the "2028 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 Agreement 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 (2026 – 2028) 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 Agreement.

(b) If the premium to maintain medical and prescription coverage exceeds the amount allocated (including accrued unused additional amounts referenced in 1(a) above) to a Contract Year, and there are no unused amounts available from a prior Contract Year, then the Trustees of the Welfare Fund shall be directed to obtain equivalent coverage, if available, through another insurer at a price that is within the amount allocated to such Contract Year. If the premium to maintain medical and prescription coverage still exceeds the amount allocated, then the PPGU shall address the shortfall by taking any combination of the following actions (in no particular order or priority):

(i) Reduce medical and prescription coverage or any other benefits being provided by the NYSA-PPGU Welfare Fund;

(ii) Convert the wage increases or money purchase pension plan employer contribution increases to take effect in future Contract Years to the extent necessary to an Employer work-hour assessment. Such assessment shall be used solely for the purpose of defraying escalating medical and prescription costs under the Welfare Fund; and/or

(iii) Implement employee premium contributions.

If required, the Parties shall petition the respective Trustees to have the necessary changes made.

(c) In no event shall the Employers be required to make annual contributions for medical and prescription coverage in excess of the amounts specified in Section 1(a) above. Nevertheless, if at any time, the increases in medical and prescription coverage become wholly excessive or the actual utilization of the HRA is significantly more than the assumed average utilization for the HRA as referenced in 1(a) above, the Parties agree to meet and discuss ways to mitigate those increases upon five (5) days' written notice by either Party to the other.

(d) If, in any Contract Year during the term of this Agreement, the number of Security Officers eligible to receive medical and prescription coverage increases above the number of Security Officers eligible for such coverage in 2026, 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.

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

(f) Any Security Officer who is eligible for welfare benefits in a contract year (participant), who has no hours of employment for ninety (90) 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.

(g) Any participant who fails to work or seek employment during a period of 90 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.

(h) 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.

(i) 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.

(j) 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 $150.00 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 2026, 2027, 2028:

(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.

7. The Parties will use their best efforts to continue a life insurance policy that will cover eligible active employees who are vested in a pension benefit when any such employee attains 1,000 credited hours rather than 1,600 credited hours, during the renewal of the life insurance policy.

8. The life insurance benefit provided by the NYSA-PPGU Welfare Fund shall be $50,000.

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 as well as other kinds of 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 1^{st} 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 NYSA-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 PAC/WC# 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:	I received a copy of this Citation and read the Notice below. .
______________________ Signature	______________________ Employee's Signature
______________________ Print Name Title	______________________ Date PAC/WC#

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 postmarked 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. The protocols and processes necessary for random drug and alcohol testing are to be identified, established and implemented in order to facilitate the commencement of the random testing program. The cost of all drug and alcohol tests, including all random drug and alcohol tests, are to be paid for by NYSA and/or its employer-members, except that pre-instatement and post-reinstatement testing costs for Security Officers who are ineligible for medical benefits under the NYSA-PPGU Welfare Plan shall be paid for by those Security Officers.

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 2026; $300,000 for Contract Year 2027; and $300,000 for Contract Year 2028.

2. 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.

3. New employees shall not participate in the Supplemental Benefits Program until they have work hours in three (3) consecutive calendar years.

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, 2026 to midnight, December 31, 2028.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals this 31st day of December, 2025.

PORT POLICE & GUARDS UNION, LOCAL 1456	**NEW YORK SHIPPING ASSOCIATION, INC.**
By: S/Mohamed Arbab	**By:** S/ Susan Winfree
MOHAMED ARBAB,	**SUSAN WINFREE.**
PRESIDENT	**EXECUTIVE VICE PRESIDENT** **CHIEF OPERATING OFFICER**

91776/161776

NYSA-PPGU

SENIORITY ARTICLE

ANNEX A

Republished 2025

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SENIORITY ARTICLE

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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 Licensing Seniority. A Security Officer's Licensing Seniority is determined by a Security Officer's New York Waterfront Commission (WC) and/or New Jersey Port Access Card (PAC) 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) 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 Licensing Seniority order, meaning those with a lower WC and/or PAC Number have priority in employment before those with a higher 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) 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 Licensing Seniority order, meaning those with a lower WC and/or PAC Number have priority in employment before those with a higher 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.

4. All Security Officers on a Regular List shall be required to work for their Regular List Employer before they may take work assignments with another Employer.

5. An Employer that sponsors a Security Officer who is not on a Regular List, shall have first preference in employment over another Employer. However, for the sponsoring Employer to have first preference, it must give its work orders to the Security Officer no later than 1:00 PM. In this regard, all Extra Lists shall identify the sponsoring Employer of each Security Officer.

6. All shifts are from start to finish.

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 Licensing 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 texts.

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 who do not have a posted position shall call the Roundsman between 10:00 AM and 12:00 PM for work for the following day advising the Roundsman of the Security Officer's shift availability. Security Officers who do not have a posted position shall call the Roundsman between 10:00 AM and 12:00 PM on Friday, for work on Saturday, Sunday and Monday advising the Roundsman of the Security Officer's shift availability. At 1:00 PM, the Roundsman will assign work on the basis of

seniority and will call such Security Officers with their assignments prior to 3:00 PM. A Security Officer may call the Roundsman for an assignment between 3:00 PM and 5:00 PM if the Security Officer had called the Roundsman for work for the following day and the Security Officer had not heard from the Roundsman. If there is any change in the schedule or last minute orders, the Roundsman is responsible for calling or texting Security Officers for their availability and for assigning the shift or orders.

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 Port-Wide Hiring Pool.

5. Casuals: Security Officers who are not on an Employer's List shall register for employment as a Casual in the Port-Wide Hiring Pool. Any Security Officers who are not employed may seek employment as Casuals. To do so, they must download a mobile App running either iOS or Android. The URL for Port-Wide Pool hiring is: https://pgs.sanynj.org/.

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. After following the Employment Procedures above and offering overtime,

(a) If PPGU Security Officers are required for vessel gangway watch but none are available to be employed, non-PPGU Security Officers may be employed.

(b) If PPGU Security Officers with specified qualifications, certifications or licenses are required but none are available to be employed, non-PPGU Security Officers with the necessary qualifications, certifications or licenses may be employed.

In addition, 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 employed and one PPGU Security Officer shall be employed for each shift that there are armed non-PPGU Security Officers, regardless of the number of non-PPGU Security Officers employed.

In any of the above situations, the Employer shall be required to notify the PPGU and NYSA by telephone or email of the non-PPGU Security Officer employed. In addition, the PPGU Security Officer already employed has the right to complete the job assignment for which he/she was employed until the non-PPGU 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, applicable license or registration number, date, location and seniority classification. 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, and have a TWIC card.

2. All Security Officers 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 certifications, licenses, training, skill, diligence, capability, character, attendance record, dependability, integrity and physical ability to perform the functions of the job to which he/she is assigned.

5. The Employers also agree to assist the PPGU 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 any such training.

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 at least five (5) years of combined service in the industry of which the candidate must have a minimum of three (3) years of service on his or her Employer’s Regular List.

4. For purposes of promotion to the position of a Roundsman, all Security Officers who meet the requirements set forth above shall be deemed to have equal seniority.

5. A Roundsman shall retain Company, Industry and Licensing 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 1) before it will be considered. The grievant is required to identify the specific provision on the Collective Bargaining Agreement that is alleged to have been violated. 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.

7. Complaints relating to discrimination, harassment or retaliation are to be filed under the Respect and Dignity in the Maritime Industry Workplace Policy and investigated by an independent EEO Officer. See Annex C of the NYSA-PPGU Collective Bargaining Agreement.

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 to a Gateman who has continuously served at the same gate for one year.

M. MISCELLANEOUS

1. (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 12:00 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.

2. 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.

3. 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 any federal or state leave laws, or 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 2) 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 applicable licensing authority or authorities 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

Except as provided in O below relating to posted positions, overtime shall be assigned in accordance with seniority.

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 3. 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 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, he shall not be able to work for another Employer on that day and such work shall be assigned to another Security Officer based on Company Seniority. All Security Officers on a List shall be required to work for their List Employer before they may take work assignments with another Employer in accordance with the applicable requirements under Article V, Section 1 of the CBA. All shifts are from start to finish.

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 work stoppage, 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 GRIEVANCE

Name	Date
Address	
City State Zip	WC and/or PAC #
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

You are required to identify the specific provision(s) of the NYSA-PPGU Collective Bargaining Agreement and explain the facts that are alleged to have been violated thereunder in order for your grievance to be scheduled for review. If you fail to provide this specific information, you will be asked to provide such missing information before your grievance is scheduled for a pier level review or hearing before the Seniority Board. In addition, please be advised that all claims of employment discrimination are not grievable and must instead be filed with the Industry EEO Officer under the NYSA-PPGU respect and Dignity Policy. In the event that you file a discrimination complaint in conjunction with a grievance or if your grievance alleges claims of employment discrimination, your grievance hearing may be delayed and scheduled after the EEO Officer renders a final report.

(EXHIBIT 1)

NYSA-PPGU SENIORITY BOARD

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

Name:		WFC/PAC License:	
Address:		Pier/Facility:	
City, State Zip:		Company:	
Date:			

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**	**NYSA-PPGU Seniority Board**
Sign name below	Sign name below	Sign name below
Print name below	Print name below	Print name below

(EXHIBIT 2)

	NYSA-PPGU Seniority Board **889 Broadway, Bayonne, NJ** **07002-3032 (201) 243-0660**

PERMANENT JOB POSTING

Date Posted: ______________________________

Employer ______________________________

Pier/Terminal ______________________________

Position ______________________________

Shift __________ Days per week __________

Days Per Week: ______________________________

Apply to: ______________________________

During these hours: ____________________

Additional information and/or job description:

____

1.________________________	6.________________________
2.________________________	7.________________________
3.________________________	8.________________________
4.________________________	9.________________________
5.________________________	10.________________________

ALL MEMBERS SHOULD ALSO NOTIFY THE UNION OF THEIR AVAILABILITY

(EXHIBIT 3)

73354/143847

ANNEX B

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

Republished 2026

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

The NYSA-PPGU Collective Bargaining Agreement (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 NYSA 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 ensure a drug and alcohol free workplace and to protect the safety and health of Security Officers working under the Collective Bargaining Agreement (Security Officers), 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, cannabinoids**, cocaine, opiates, phencyclidines, amphetamines, and fentanyl,** 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 or prescribed substance pursuant to an authorized health care provider's.

4. (a) Generally, whenever your behavior or deportment while working or while on the work site indicates that you may be under the influence of alcohol or prohibited substances, 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 of this Program.

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, or if you delay reporting an accident, 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 or delay in reporting an accident will be considered the same as though you tested positive.

6. A NYSA-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 Specimens is designed to protect your right of privacy and to assure the security of the specimens and the validity of the test results. Specimens that may be taken under this Program include breath, hair, saliva, urine, and/or blood.

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 (MRO) or the MRO's designee (designee) will review and interpret all test results received from the laboratory. The MRO or designee are the only persons entitled to make such interpretations.

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

11. In the event that you 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 Approved Rehabilitation Program as defined in 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 under the Collective Bargaining Agreement 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 an Approved Rehabilitation 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 Drug and Alcohol Abuse Program Committee (Committee)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 Committee

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.

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 also provide for rehabilitation and appropriate discipline.

The Parties to the Collective Bargaining Agreement agree 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 Designated Management Representative (as defined herein) 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 Designated 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 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 an authorized health care provider. .

(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 the first time they are tested pursuant to this Program 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.

D. This Program shall be administered by the NYSA-PPGU Drug and Alcohol Abuse Program Committee (the Committee).

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 and Substances (Prohibited Substances) Testing

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

Drug	Initial Testing EMIT (ng/ML)	Confirmation (GC/MS)
6-Acetylmorphine	10ng	10ng
Amphetamine	300ng	300ng
Barbiturate	300ng	300ng
Benzodiazepines	300ng	300ng
Buprenorphine**	10ng	10ng
Cannabinoid	50ng	15ng
Cocaine	150ng	150ng
Fentanyl	2ng	.5ng
MDMA	500ng	500ng
Methadone**	300ng	300ng
Methaqualone	300ng	300ng
Opiates	300ng	300ng
Oxycodone/Oxymorphone	300ng	300ng
Phencyclidine	25ng	25ng
Propoxyphene**	300ng	300ng

* Cannabinoid includes marijuana metabolites and THC metabolites.

** A positive result for Methadone or Buprenorphine/Propoxyphene will not be deemed to constitute an offense under the Program, provided the Security Officer has given prior notice to the Director of the NYSA-PPGU Employee Assistance Program (EAP Director) and the Committee that the Security Officer is a participant in an Approved Rehabilitation Program requiring the use of Methadone or Puprenorphine. The Security Officer will thereupon cooperate with the EAP Director and Committee in monitoring the Security Officer's participation in (including testing under) such an Approved Rehabilitation Program. Should the EAP Director or Committee subsequently be advised that the Security Officer tested positive within the foregoing standards for Prohibited Substances, the Security Officer will be found to have committed an offense under the Program.

(3) Recreational Cannabis and Medical Cannabis. While relevant law allows for the controlled use of recreational and medical cannabis. Security Officers who legally obtain recreational and/or medical cannabis are not allowed to possess, use, or consume it at the workplaces covered by this Program. Like alcohol, which is generally a lawfully obtained and used substance, cannabis use in close temporal proximity to or during work on a marine terminal can cause impairment in the workplace that compromises safe operations. Security Officers are on notice that if they demonstrate behavior supporting the factors of impairment as noted in the *Reasonable Suspicion Observed Behavior Report* annexed hereto as Appendix G, they are subject to reasonable suspicion testing as prescribed by this Program. Security Officers are on further notice that cannabinoids are also included in post-accident and post-reinstatement drug testing as prescribed by this Program. Security Officers who test positive for cannabinoids at the levels prescribed herein will incur an offense under this Program.

(4) Medical Cannabis. Legally recognized medical cannabis users may be accommodated depending on the Security Officer's job functions. Security Officers who obtain a legal authorization pursuant to the laws of either New York or New Jersey (Legal Authorization) for medical cannabis must submit a *Request for Accommodation to Work as a Security Officer While Certain Prescribed Prohibited Substances or Lawfully Authorized Medical Cannabis* (*Prohibited Substance and Medical Cannabis Accommodation Request Form*) to the EAP Office. This Form is attached hereto as Appendix I. EAP Office Personnel will review the request and meet with the Security Officer to determine if such accommodation is appropriate under the circumstances. *See* Appendix J. If such reasonable accommodation is provided, the Security Officer is still required to maintain normally acceptable work standards for their position and will still be subject to Reasonable Suspicion Testing and Post-Accident Testing as detailed in this Program.

(5) **Lawfully Prescribed Prohibited Substances.** A Security Officer who is lawfully prescribed a medication that is deemed a Prohibited Substance under this Program must also submit a *Prohibited Substance and Medical Cannabis Accommodation Request Form* to the EAP Office. EAP Office Personnel will review the request and meet with the Security Officer to determine if such accommodation is appropriate under the circumstances. If such reasonable accommodation is provided, the Security Officer is still required to maintain normally acceptable work standards for their position and will still be subject to Reasonable Suspicion Testing and Post-Accident Testing as detailed in this Program.

(6) Prescription and Over-the-Counter Drugs. Certain lawfully prescribed and lawfully certified drugs or over-the-counter medications can also cause impairment in the workplace. If Security Officers take prescription medications or over-the-counter medications, they should contact their health care providers to discuss the potential impact that these medications may have on their ability to safely perform their jobs. The health care provider should be able to assist the Security Officer in finding an alternative medication, dosage, or medication schedule that will not compromise safety on the job.

B. Periods for Testing

Pre-employment: Negative findings under the above criteria are required as a condition to obtaining employment. Pre-employment testing shall not include alcohol and cannabinoid screening.

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

C. When Testing Can Be Required

(1) When a Security Officer displays a visible lack of coordination or unsteadiness; poor motor coordination; slurred speech; erratic behavior; detection of alcohol or other prohibited substance on breath, etc. (*see* Reasonable Suspicion Observed Behavior Report annexed hereto as Appendix G).

(2) When a Security Officer displays 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). Post-accident testing may be conducted at a designated collection facility that may be located at a workplace, the NYSA/ILA/PPGU Training Center or other location such as an emergency room, hospital, or health care provider's office.

(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 cost of all drug and alcohol tests, including all random drug and alcohol tests, are to be paid for by NYSA and/or its employer-members, except that pre-instatement and post-reinstatement testing costs for Security Officers who are ineligible for medical benefits under the NYSA-PPGU Welfare Plan shall be paid for by those Security Officers.

III. PROTOCOL FOR REQUIRING TESTS

A. Part of the pre-employment physical examination will include a provision for testing for under this Program.

B. Detecting and reporting reasonable suspicion of impairment based on a Security Officer's behavior**:**

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

(2) The Security Officer's Designated Management Representative for assessing workplace impairment must promptly investigate the report and must personally observe the reported behavior or deportment of the Security Officer in question before proceeding further. Such a Designated Management Representative shall be someone who has been trained or if required by relevant law, certified in the detection and identification of a Security Officer's usage of or impairment from alcohol, cannabis items, or another Prohibited Substances under this Program and for assisting in the investigation of workplace accidents. Once confirmed by utilizing the criteria set for in the Reasonable Suspicion Observed Behavior Report, the Security Officer is to be directed to cease working and directed to a specified area to take a test.

(3) The Security Officer's 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 Union or Fund Representative can be given an opportunity to personally observe the Security Officer at work. Such Union or Fund Representative must also be someone who has been trained or if required by relevant law, certified in the detection and identification of a Security Officer's usage of or impairment from alcohol, cannabis items, or another Prohibited Substance under this Program and for assisting in the investigation of workplace accidents. In the event of a delay, the Security Officer may be ordered to cease work pending the arrival of the Union or Fund Representative, 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 when the latter arrives.

(4) If the Security Officer's Designated 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 individuals as are identified by management, then testing of such individual(s) may be directed by the Security Officer's Designated 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 Designated 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.

C. Random Testing

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

(2) 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 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 Committee 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 Designated Management Representative or their designee will give a candidate for testing a combined Consent and Release Form. The Security Officer will be given the option to read the form or to have the form read to them before the Security Officer is asked to sign it. In the event that the Security Officer indicates that the Security Officer does not understand the requirements and/or undertakings to which the Security Officer is about to consent whether due, *e.g.*, to a problem of language, comprehension, etc., the Employer's Designated Management Representative will arrange to have the contents of the form explained to the Security Officer until the Officer signifies understanding. The Security Officer will be assured that the results of the test(s) will be kept confidential as provided by this Program.

(3) In the event that a Security Officer refuses to complete and to sign the Consent and Release Form without modification, the Officer will be advised by the Officer's Designated Management Representative and a Union or Fund Representative, that the failure to complete and sign the form will result in immediate suspension from the job and that the Security Officer will be barred from obtaining employment under the Collective Bargaining Agreement for a period of the later of 60 days or completion of rehabilitation. If a Security Officer who does sign the form thereafter refuses or fails to appear as scheduled to submit to a test to which the Officer has consented, the Officer will be similarly warned. If either of the aforementioned occasions is the second instance when the particular Security Officer has failed or refused either to sign a Consent and Release Form or to submit to a test or if the Officer has previously tested positive and had been suspended, the Officer will be advised by the Designated Management Representative and a Union or a Fund Representative that continued failure or refusal will result in 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 Designated 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 refusal 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 Committee. The Committee will direct the NYSA-PPGU Seniority Board 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 Specimen 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 the Officer is made available.

(3) Prior to giving a Specimen, the Security Officer's 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 and any other candidates 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 particular Specimen is not feasible, then such other method as is determined by the Agency and/or the MRO or 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, the Officer 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 Consent and Release Form (Appendix B) 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 this 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 Security Officer'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 Officer tested and by the Officer's Designated Management Representative and a Union or Fund Representative. In an emergency or in the event that the collecting facility is not on site, the Security Officer will be taken to a collection site. A Designated 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, 6-Acetylmorphine (including Morphine), Amphetamine (including Methamphetamines), Barbiturate, Benzodiazepines, Buprenorphine, Cannabinoid, Cocaine, Fentanyl, MDMA, Methadone, Methaqualone, Opiates, Oxycodone/Oxymorphone, Phencyclidine, and Propoxyphene. 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 Security Officer'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. The MRO or designee may order further analysis, if it is deemed warranted, to be performed by another laboratory certified under this Program.

(8) Prior to reporting any positive results, the MRO will give the tested Security Officer an opportunity to discuss the results with the MRO. The MRO will render a confidential report to the Committee 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 Committee whether any positive results are consistent with the Security Officer's permitted use of such Prohibited Substances.

The MRO or EAP Director will furnish recommendations regarding an Approved Rehabilitation Program and the Security Officer'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 Committee. 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 Committee, which will determine whether the results can be disclosed and under what conditions. The affected Security Officer shall be advised by the Committee that a "need to know" request was received and the identity of the requesting party. Following the Committee'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 Committee in a file separate from the Security Officer'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 Security Officer's records, the 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. APPROVED 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, the Officer will be advised by the EAP Director that the Officer can be referred for counseling and rehabilitation under an Approved Rehabilitation Program approved by the EAP Director provided that one is available within the area of the Security Officer's usual place of employment or residence (or elsewhere, as maybe agreed upon by the Committee and the Security Officer).

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

In the event the Security Officer is not eligible for coverage under the NYSA-PPGU Welfare Fund, the Security Officer shall be advised that the Officer may be required to pay all expenses of treatment. If the Security Officer elects to be referred, the Officer 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 the Officer fails to report to one as scheduled, the Officer will remain or be suspended until such time as the Officer reports to and successfully completes 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 Approved Rehabilitation Program is required to be certified in a manner acceptable to the Committee. The EAP Director will advise the Committee whether 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 Committee in consultation with the EAP Director. The Security Officer will then be advised that before the suspension can be lifted, the Officer will be required to adhere to such conditions as may be established and to sign a written agreement (Appendix D) to subject the Officer to random testing for a period of 18 months (36 months if it is a second offense) from reinstatement as a Security Officer. When the Security Officer executes the agreement, the original will be furnished to the EAP Director for inclusion in the confidential folder. The Committee working through the NYSA-PPGU 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 alcohol or 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 under the NYSA-PPGU Collective Bargaining Agreement 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 Committee, 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 an Approved Rehabilitation 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 of the Approved Rehabilitation Program services (the Rehab Provider), the Security Officer must thereafter regularly attend sessions of a further phase of the Program to be designated by the Rehab 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 Security Officer'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 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 an Approved Rehabilitation Program, whichever is later, that the Officer has properly participated in the Approved Rehabilitation 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 Committee 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 Committee will monitor the Security Officer's post-rehabilitation condition and, in consultation, with the Officer's Union Representative and with the EAP Director, 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 Security Officers and to the administration of this Program will be maintained by the EAP Director in a secure manner determined by the Committee.

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, one word 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

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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) **Agency** – is the entity that establishes the Specimen testing standards, including storage, and delivery procedures selected under this Program.

3) **Approved Rehabilitation Program—**means a substance abuse treatment program that is approved by the Director of the NYSA-PPGU Employee Assistance Program (EAP Director) based on the EAP Director's assessment of the Security Officer's situation and the substance(s) involved; it may be a residential or out-patient treatment program.

4) **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.

5) **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.

6) **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 Security Officers and other individuals tested under this Program.

7) **Confirmatory Test** - a second analytical procedure to identify the presence of a specific substance 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, cannabinoids, opiates, amphetamines, phencyclidine, barbiturates, benzodiazepines, methaqualone and methadone) or alcohol.

8) **Designated Management Representative** - shall be someone who has been trained or if required by relevant law, certified in the detection and identification of a Security Officer's usage of or impairment from alcohol, cannabis items, or another Prohibited Substances under this Program and for assisting in the investigation of workplace accidents.

9) **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.

10) **Director -** means the Employee Assistance Program Director

11) **Drug** – means designated substances (other than alcohol) that are proscribed under the Program.

12) **Illegal Drug** – includes designated Prohibited Substances (other than alcohol) that are proscribed under the Program. For the purpose of this Program, an illegal drug shall include (i) a drug which is not legally obtainable; (ii) a drug which is legally obtainable but has not been obtained legally by the Security Officer; and/or (iii) a drug or substance which is legally obtained by an individual pursuant to a lawful prescription or authorization but that individual for whom the drug or substance was prescribed or authorized for is not the Security Officer being tested.

13) **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.

14) **Medical Review Officer** (MRO) - 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.

15) **Possess** - means to have either in or on a Security Officer's person, personal effects, motor vehicle, toolbox, and areas, substantially entrusted to the control of the Security Officer, including lockers, desks, storage compartments and equipment.

16) **Prescribed Drug** - means any substance prescribed for the tested Security Officer by an authorized health care provider or under that health care provider's authority.

17) Prohibited Drug and Substance (Prohibited Substance) - includes all the drugs/medications/substances/chemicals that the Program authorizes testing for as identified in Article II.A.2, and for which a positive result within the levels enumerated within the Program shall be deemed an offense under the Program.

18) **Specimen –** Under this Program a Specimen is a biological sample taken from a Security Officer to detect the presence of alcohol or Prohibited Substances. Obtaining urine, breath, saliva, blood, and/or hair specimens are authorized under this Program.

19) **Union or Fund Representative** – shall be someone who has been trained or if required by relevant law, certified in the detection and identification of a Security Officer's usage of or impairment from alcohol, cannabis items, or another Prohibited Substance under this Program and for assisting in the investigation of workplace accidents.

APPENDIX "B"
Drug and Alcohol Screen
Consent and Release Form

I understand[1] that according to the Program on Drug and Alcohol Abuse between the PPGU and NYSA, I am required to submit one or more acceptable Specimens for chemical analysis. I understand that these Specimens 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 or Prohibited Substances, or other substances in my body that have affected, or could affect, my ability to function properly at my work. I consent freely and voluntarily to this request for such Specimens. 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 Committee, 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 Specimen(s) and of any decisions made 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 may authorize my suspension, termination, or permanent bar of 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 or substances within the last 30 days:[2]

NAME OF DRUG	CONDITION FOR WHICH	PRESCRIBING

[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 health care provider 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 and Release.

DRUG WAS TAKEN HEALTH CARE PROVIDER

WITNESS'S NAME (Print)	**SECURITY OFFICER PRINT NAME**[3]
WITNESS'S SIGNATURE	**SECURITY OFFICER'S SIGNATURE**
DATE	**DATE**
TIME	**LICENSE NO.**

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

Specimen(s) Taken:

- ☐ **Saliva**
- ☐ **Urine**
- ☐ **Blood**
- ☐ **Breath**
- ☐ **Hair**

Remarks:[4]

---

[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 Designated Management Representative or Union or Fund Representative will read it to the Officer and will indicate in the space for **"Remarks"**, above, that they read it to the Officer and that the Officer acknowledged that they understood and consented to taking the Security Officer's 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 Designated Management Representative or Union or Fund 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 Designated Management Representative or Union or Fund Representative must at least advise the Officer 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"

Approved Rehabilitation Program Testing Consent Form

Following a First Offense

TO: The NYSA-PPGU Drug & Alcohol Abuse Program

I, ______________________________, having been accepted for an Approved 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 alcohol or 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	**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 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 for alcohol or a Prohibited Substance, 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	**LICENSE NO.**

APPENDIX "E"

Approved Rehabilitation Program Testing Consent Form

Following a Second Offense

TO: The NYSA-PPGU Drug & Alcohol Abuse Program

I, ______________________________, having been accepted for an Approved 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 alcohol or 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	**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 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 for alcohol or a Prohibited Substance, 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**	____________________ **LICENSE NO.**

APPENDIX "G"

NYSA-PPGU DRUG & ALCOHOL ABUSE PROGRAM
REASONABLE SUSPICION OBSERVED BEHAVIOR REPORT

Behavior that provides reasonable suspicion supporting a test for Prohibited Substances or alcohol use must be observed and documented by the Security Officer's Designated Management Representative. If possible, the behavior should be observed and documented by the Designated Management Representative and the Security Officer's Union or Fund Representative. The documentation of the Security Officer's conduct shall be prepared by the Designated Management Representative and Union or Fund Representative within 24 hours of observed behavior or before the results of the tests are released, whichever is earlier.

Security Officer Name ______________________________ **License Number** ____________________

Worksite ____________________________ **Post** _____________________________

Security Officer is reporting for duty _____ Security Officer is already on duty ______

Behavioral observation timeline:

From (date/time) ________/_________am/pm To (date/time) __________/___________am/pm

Site or Location where observation(s) occurred:

____

CAUSE FOR REASONABLE SUSPICION

NOTE: A Designated Managerment Representative must complete this form. A combination of one or more observable signs and symptoms of drug or alcohol use must be observed to establish reasonable suspicion. Determination of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, body odors or speech (ABBS) of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. In making a determination of reasonable suspicion, additional factors may include, but are not limited to the following:

- Pattern of unsatisfactory job performance or work habits;
- Occurrence of a serious or potentially serious work-related accident that may have been caused by human error or flagrant violations of safety, security, or other operating procedures;
- Evidence of illegal substance use, possession, sale, or delivery while on duty and/or possession of drug paraphernalia;
- Information provided by either a reliable or credible source independently corroborated or having corroborative evidence from a supervisor;

Physical Signs or Symptoms ***(CIRCLE ALL THAT APPLY)***

Flush/pale/sweaty face	Dry mouth/lip smacking	Odor of alcohol
Profuse/excessive sweating	Vomiting/excessive belching	Odor of marijuana
Red/bloodshot eyes	Shaking hands/body tremors/twitching	Odor of chemicals
Glassy/watery eyes	Disheveled appearance	
Closed eyes	Needle tracks or puncture marks	
Droopy eyelids	Frequent sniffing	
Dilated/constricted pupils	Shortness of breath/difficulty breathing	
	Runny nose/sores around nostrils	

Behavioral Indicators ***(CIRCLE ALL THAT APPLY)***

Agitated/insulting speech	Irritable/angry/impulsive	Sad, depressed, withdrawn
Combative/threatening speech	Use of profanity/argumentative	Anxious/fearful
Incoherent/slurred/slow speech	Swaying/stumbling/staggering	Cannot control machinery/equipment
Rapid/rambling/repetitive speech	Lack of coordination	Excessive yawning/fatigue/lethargy
Delayed/mumbling speech	Disoriented/confused	Unaccounted time/extended breaks
Shouting/whispering/silent	Euphoric	Loss of inhibition
Uncharacteristically talkative	Tearful	Inappropriate wearing of sunglasses
	Impaired judgment	Falling down/reaching for support
	Sleepy/stupor	In appropriate wearing of outerwear

Description of actions or behaviors Provide a **detailed description** of the behaviors or indicators you observed. ***Apply BOAS*** – Describe **B**ehavior, **O**dors, **A**ppearance, **S**peech when documenting observations.

Post Accident (Complete if applicable) Specify indicators of drug or alcohol use as a potential factor in this accident:

Security Officer Interview Ask Officer, "Explain the behaviors we have observed" and **provide response**______

Checklist Answer the following questions to establish reasonable cause for testing.

1. Has impairment been displayed by the Security Officer in their workplace appearance, actions and/or performance?
   ☐Yes ☐No
2. Could the impairment result from the possible use of drugs and/or alcohol?
   ☐Yes ☐No
3. Is the impairment current?
   ☐Yes ☐No
4. Did you personally witness the situation and/or the concerning appearance, actions, behavior or performance?
   ☐Yes ☐No
5. Are observers able to (and/or have they) document(ed) facts about the situation?
   ☐Yes ☐No

Observer Information: Designated Management Representative:

____

Title:_____________________________________ **Date/Time:** ____________________________

Observer Information: Union or Fund Representative:

____

Title: ______________________________________ Date/Time:

Additional Documentation

APPENDIX "H"

NYSA-PPGU DRUG AND ALCOHOL ABUSE PROGRAM

STATEMENT OF POLICY
REGARDING THE USE OF CERTAIN PRESCRIBED OR OTHERWISE LAWFULLY OBTAINED MEDICATIONS INCLUDING MEDICAL CANNABIS

Under the NYSA-PPGU Drug & Alcohol Abuse Program in Port of New York and New Jersey, which hereinafter will be referred to as either the "NYSA-PPGU Drug and Alcohol Program" or the "Program,". The NYSA-PPGU Drug & Alcohol Abuse Program Committee ("Committee") is issuing this Statement of Policy that seeks to assure a drug and alcohol-free workplace so that Security Officer work can be performed safely and productively, while safeguarding rights of privacy, due process, and equal employment opportunity.

The Committee also seeks to encourage employees who are drug and/or alcohol dependent to voluntarily withdraw from active employment to submit to treatment, rehabilitation, and counseling to facilitate a safe return to work. If you are using prescribed medications that are Prohibited Substances under the Program and/or have been lawfully authorized to obtain medical cannabis that might impair your ability to perform your job functions as a Security Officer in the marine terminal workplace, you should consider discussing your ability to safely perform your work with your health care providers, and request that they complete this Certification.

Notwithstanding the foregoing, **you are required to have your health care provider complete this Certification and submit it to the NYSA-PPGU Employee Assistance Program office: if** (1) you are using a prescribed medication or lawfully authorized medical cannabis that could cause a positive test result under the testing protocols of the Program, or (2) you are in the process of returning to work after your First or Second Offense under the Program. The failure to submit this Certification will result in an offense under the Program if you test positive for alcohol or any Prohibited Substance including cannabinoids under the Program.

APPENDIX "I"

REQUEST FOR ACCOMMODATION TO WORK AS A SECURITY OFFICER WHILE USING CERTAIN PRESCRIBED PROHIBITED SUBSTANCES OR LAWFULLY AUTHORIZED MEDICAL CANNABIS

The herein named employee is subject to the testing protocols of the NYSA-PPGU Drug and Alcohol Abuse Program (the "Program"). This Program is administered by the NYSA-PPGU Drug and Alcohol Abuse Program Committee ("Committee"). The Committee has agreed that Security Officers working under the NYSA-PPGU Collective Bargaining Agreement work in a safety-sensitive workplace and must perform their job functions while unimpaired by alcohol and Prohibited Substances under the Program (*see* list of Prohibited Substances), since such employment requires the employees' ability to discern workplace hazards in all weather, lighting, and traffic conditions while properly executing work-related tasks that involve using direct and peripheral vision as well as spatial judgment. Security Officers who are lawfully prescribed certain medications or who are lawfully authorized to use medical cannabis may seek accommodation for their medical needs. Granting such accommodation is dependent on the circumstances of their use of such substances and the Security Officer's particular job functions.

> ***NOTICE TO SECURITY OFFICERS:*** *Accommodations granted for the use of medical cannabis and/or certain Prohibited Substances do not permit Security Officers to possess, use, or consume lawfully authorized medical cannabis or lawfully prescribed Prohibited Substances immediately preceding or during working hours, which includes breaks. Security Officers so authorized to use such substances in their non-working hours are still required to maintain normally acceptable work standards for their assigned job category and will still be subject to Reasonable Suspicion Testing as detailed in the Program, if they display the behaviors associated with impairment as outlined in the Reasonable Suspicion Observed Behavior Report provided in the Program. In addition, these Security Officers are also subject to Post-Accident Testing as detailed in the Program. This accommodation does not apply to the use of alcohol. Security Officers who have been granted an accommodation to use these substances during their non-working hours who test positive for cannabinoids and/or Prohibited Substances at the levels designated in the Program during Reasonable Suspicion or Post-Accident Testing will not incur an offense under the Policy, however, a positive test result for cannabinoids and/or other Prohibited Substances will result in the required reevaluation of the reasonableness of an accommodation granted. Such required reevaluation may result in the withdrawal of the accommodation.*

REQUEST FORM
TO BE COMPLETED BY THE SECURITY OFFICER

____________________	____________________	____________________
Name	**License Number**	**Local**
Address	**City**	**State**
List Employer	**Cell Number**	**DATE**

☐ I have been lawfully prescribed the following medication for my medical needs: (please provide the name of the medication, the dosage prescribed and when you are directed to take the medication):

☐ I have been lawfully authorized to use medical cannabis for my medical needs: (please provide information on the medical need and how often, how much, and when you are directed to use medical cannabis) :

CERTIFICATION
TO BE COMPLETED BY THE SECURITY OFFICER'S HEALTH CARE PROVIDER

☐ This is to certify that __________________________________ (also referred to as the "Security Officer") is a patient under my care and that I am familiar with the job functions of a Security Officer, and I understand that safety is of paramount importance in the longshore workplace as incidents and accidents can cause severe personal injuries and cargo damage. I have also reviewed the written job descriptions and photographs that depict Security Officers performing the Security Officer's job functions in the marine terminal workplace.

☐ I have prescribed the Security Officer the following medication that has been identified as a Prohibited Substance under the NYSA-PPGU Drug and Alcohol Program, or I have authorized this Security Officer to obtain medical cannabis.

Medication: dosage: when taken:

Medical Cannabis dosage: when taken:

☐ In addition to the above stated medication or medical cannabis, this Security Officer takes other medications. These other medications:

☐ **ARE LIKELY** to cause impairment or sedation in performing the Security Officer's job functions in the marine cargo handling workplace.

☐ **ARE NOT LIKELY** to cause impairment or sedation in performing the Security Officer's job functions in the marine cargo handling workplace.

☐ I am not aware of any other medications prescribed for the Security Officer.

☐ I certify that that the Security Officer may safely perform the Officer's job functions in the marine terminal workplace while using the above stated medication(s) or medical cannabis as prescribed.

______________________________ ______________________________

Health Care Provider's Signature **Print Health Care Provider's Name**

DATE: **License No.** **State of License**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

TO BE COMPLETED BY EAP OFFICE PERSONNEL

This Certification has been reviewed by NYSA-PPGU EAP OFFICE PERSONNEL.
This request for an accommodation for the use of certain Prohibited Substances or medical cannabis under the NYSA-PPGU Drug and Alcohol Program is:

☐ **IS APPROVED** **Subject to review in ______ months.**

☐ **IS NOT APPROVED** ☐ **Employee has been advised to seek an alternative medication**

______________________________ **DATE: ____________________**

NYSA-PPGU Employee Assistance Program
Authorized Signature **Print Name:**

APPENDIX "J"

Protocols for NYSA-PPGU Employee Assistance Program Review of Requests for Accommodation

1. All *Requests for Accommodation to Work as Security Officer While Using Certain Prescribed Prohibited Substances or Lawfully Authorized Medical Cannabis* must be made on the Request Form authorized by the NYSA-PPGU Drug and Alcohol Abuse Program Committee (Committee) and submitted directly to the NYSA-PPGU Employee Assistance Program Office (EAP Office) by the Security Officer. The Request Form cannot be submitted to or by a PPGU Local officer or an Employer. This is to ensure the privacy of the information provided.

    a. The Request Form must also be completed by the Security Officer's health care provider.

        i. A Request Form that does not contain the required health care provider's information shall be rejected without consideration.

        ii. The Security Officer shall be instructed to resubmit the Request Form with completed information from their health care provider.

2. The EAP Office shall maintain files for such requests that shall be secured and kept confidential and separate from all other Security Officer files.

3. The EAP Office shall be provided job descriptions and photographs of the relevant Security Officer work.

4. EAP Office Personnel shall be trained on the detection and identification of a Security Officer's usage of or impairment from alcohol, cannabis items, or another Prohibited Substance under the Program and for assisting in the investigation of workplace accidents.

5. The EAP Office Personnel shall meet personally with each Security Officer seeking such accommodation.

    a. The granting or denying of such accommodation shall be in the sole discretion of EAP Office Personnel.

    b. Neither PPGU representatives nor Employer representatives shall be informed of the request for the accommodation or the approval or denial of such accommodation request.

    c. The Security Officer should be counselled to keep this information confidential as well.

6. EAP Office Personnel shall be sent all reports of workplace drug and alcohol testing for a cross check to determine if any Security Officers who have been tested have been granted an accommodation.

   a. If it is determined that a Security Officer who has been granted an accommodation has been tested because of Reasonable Suspicion or in a Post-Accident scenario, EAP Office Personnel shall seek information regarding the circumstances of the testing and the results of the testing.

   b. Security Officers who have been provided an accommodation to use a medication or medical cannabis that is a Prohibited Substance under the Program and test positive for that particular medication or medical cannabis, shall meet with EAP Office Personnel to discuss the reasonableness of the continuation of the accommodation. Such a meeting shall be conducted in person.

   c. Security Officers who have been provided an accommodation to use a medication or medical cannabis that is a Prohibited Substance under the Program and test positive for a different Prohibited Substance shall incur an offense under the Program.

7. Accommodations granted by EAP Office Personnel shall be reviewed every six (6) months to determine if the Security Officer needs a continuation of the accommodation.

   a. In conducting this review, EAP Office Personnel shall meet with the Security Officer.

      i. If the Security Officer requests an extension of such accommodation, then EAP Office Personnel shall request a current certification from the Security Officer's health care provider for review.

   b. The granting or denying of an extension of an accommodation shall be in the sole discretion of EAP Office Personnel.

8. EAP Office Personnel shall decline to discuss a particular accommodation request or denial with the Security Officer's PPGU representatives or Employer representatives.

   a. EAP Office Personnel shall provide the Program with general aggregate information on accommodation requests granted and denied.

9. All records of accommodations granted or denied by EAP Office Personnel shall be confidential unless subject to governmental investigation or a lawful subpoena.

A0093638

ANNEX C

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

Republished 2026

TABLE OF CONTENTS

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 ("Covered Employees') 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, civil union status, domestic partnership status, race, creed, color, religion, affectional or sexual orientation, gender identity or expression, national origin, age, ancestry, atypical hereditary cellular blood traits, disability and perceived disability, genetic information, military status, citizenship status, or any other distinction or classification protected by relevant federal, state, or local law and as such laws may be amended.[1]

- Neither the PPGU nor the NYSA Employers condone, tolerate, permit or authorize the sexual harassment of or the harassment of or discrimination against Covered Employees in the Port of New York and New Jersey based on any protected classification. No officer, manager, supervisor, Covered Employee, agent of NYSA, agent of the PPGU, 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 Covered Employees in the Port of New York and New Jersey.

2. SECURITY OFFICERS COVERED BY THIS POLICY

"Covered Employees" as defined by this Policy include all Port Security Officers covered under the NYSA-PPGU Collective Bargaining Agreement. While Covered Employees or applicants for these positions are the intended beneficiaries of this Policy, every Covered Employee is also required to act in a manner consistent with this Policy.

Inasmuch as Covered Employees are required to act in a manner consistent with this Policy, the NYSA-PPGU EEO Officer ("EEO Officer") is authorized to receive, review, and investigate

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[1] At this time, the New York City Human Rights Law also extends protections to the following additional characteristics: hair texture, style, length, or the use of head coverings, height and weight immigration status, caregiver status, credit history, salary history, status as a victim of domestic violence or stalking, unemployment status, and New York State also extends protections to sexual and reproductive health decisions.

complaints about the conduct of Covered Employees submitted by managerial employees of member companies of the NYSA and by their vendors, independent contractors, customers, licensees, and invitees. The procedures for these inquiries shall be consistent with the procedures outlined in Paragraph 9, herein.

The Covered Employees' 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. Calls, texts, emails, and social media usage by Covered Employees or individuals whose conduct is subject to this Policy can constitute unlawful workplace harassment, even if they occur away from workplace premises or not during work hours.

This Policy does not confer any new contractual or legal rights upon any Covered Employee. 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, the NYSA Employers, and PPGU and Fund representatives.

4. PURPOSE OF THE POLICY

It is the purpose of this Policy to ensure that Covered Employees:

- 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 accommodation 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 but is not limited to harassment or discrimination based on:

- sex (with or without sexual conduct);
- pregnancy;
- marital status;
- domestic partnership status;
- civil union status;
- affectional or sexual orientation;
- gender identity or expression'
- race;
- creed;
- religion;

- national origin;
- age;
- ancestry;
- atypical hereditary or cellular blood traits;
- disability and perceived disability;
- genetic information;
- military status;
- citizenship status
- 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 Employee 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 Employees should be aware of the potential impact of jokes, remarks, or behavior.

6. DEFINITIONS

The following definitions of commonly referenced employment discrimination categories are offered for basic reference. 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 or relevant federal, state, or local law.

A. HARASSMENT:

is a form of employment discrimination that can range from extreme forms such as violence, threats, or physical touching to less obvious actions like ridiculing, teasing, or repeatedly bothering colleagues or subordinates or refusing to talk to them, because of a protected characteristic.

Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of this Policy.

For example, harassment may include the following types of conduct:

- Derogatory or insensitive jokes, pranks or comments;
- Slurs or epithets;
- Unwelcome sexual advances or invitations;
- Non-verbal behavior such as leering, staring, or gestures;
- Ridiculing or demeaning comments;
- Innuendos or veiled threats;
- Intentionally excluding someone from normal workplace conversations and making them feel unwelcome;

- Displaying or sharing offensive images such as posters, videos, photos, cartoons, screensavers, emails, or drawings that are derogatory or sexual;
- Offensive comments about appearance, or other personal or physical characteristics, such as sexually charged comments or comments on someone's physical disability;
- Unnecessary or unwanted bodily contact such as groping or massaging, blocking normal movement, or physically interfering with the work of another individual; or
- Threats or demands that a person submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment-related benefits in return for sexual favors.

This list of examples is not exhaustive, and there may be other behaviors that constitute unacceptable harassment under the Policy. This Policy applies to conduct at work and at work-related events.

B. SEXUAL HARASSMENT:

is a form of sex discrimination and employee misconduct and is unlawful under federal, state, and where applicable, local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression (perceived or actual), gender identity and the status of being transgender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature or conduct of a non-sexual nature directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting that employee.

A sexually harassing hostile work environment includes, but is not limited to words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Examples of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another Covered Employee's body or poking another Covered Employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name calling;
  - Intentional misuse of an individual's preferred pronouns; or
  - Creating different expectations for individuals based on their perceived identities:
  - Dress codes that place more emphasis on women's attire.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur in a variety of circumstances, including but not limited to:

- The victim as well as the harasser may be a woman or a man;

- The victim does not have to be of the opposite sex (same sex harassment is prohibited);
- The harasser can be the victim's supervisor, a subordinate, an agent of the employer, a supervisor in another area, a co-worker, or anyone in the workplace including a non-employee,[2] an independent contractor, contract worker, vendor, client, customer or visitor;
- The victim does not have to be the person harassed but could be anyone affected by the offensive conduct; and
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.

Sexual harassment is offensive, is a violation of this Policy, can be unlawful, and may create liability for harm to victims of sexual harassment. Harassers may also be individually subject to liability. Covered Employees and employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment or other unlawful harassment and discrimination is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment or other unlawful harassment and discrimination can occur when employees are working remotely from home as well. Any behaviors outlined above that leave a Covered Employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

C. GENDER DISCRIMINATION:

includes sexual harassment but may also occur if Covered Employees 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 genders. . In addition, 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 gender unless otherwise related to a *bona fide* occupational qualification. Assumptions about the inability of one sex or the other to perform certain kinds of work are not acceptable reasons for adverse employment decisions. Prohibitions against gender discrimination also refers to an individual's transgender or transsexual status.

D. PREGNANCY DISCRIMINATION AND REPRODUCTIVE HEALTH DECISIONS DISCRIMINATION:

[2] A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

may be sex discrimination if an Employer takes any adverse action against a Covered Employee because the employee is pregnant, intends to become pregnant, has a pregnancy-related condition, recently was pregnant, or recently gave birth. Such adverse actions include termination, demotion, unwanted transfer, denial of overtime, unwanted reduction of work schedule, or any other adverse action relating to the terms, conditions or privileges of employment. Pregnancy discrimination also occurs if an employer refuses to hire a woman because of her pregnancy-related condition as long as she is able to perform the essential functions of the job with or without accommodation. Pregnant employees must be permitted to work as long as they are able to perform their jobs in a manner so as not to endanger the safety of others. If an employee is temporarily unable to perform her job due to pregnancy or pregnancy-related conditions, the employee may seek reasonable accommodations to permit her to perform her job, including providing reasonable unpaid break time or permitting an employee to use paid break time, or both in order to express breast milk for the employee's nursing child.

This Policy also prohibits discrimination based on a Covered Employee's or a dependent's reproductive health decision making and that Covered Employers shall not: (a) discriminate nor take any retaliatory personnel action against an employee with respect to compensation, terms, conditions, or privileges of employment because of or on the basis of the Covered Employee's or dependent's reproductive health decision making, including, but not limited to, a decision to use or access a particular drug, device or medical service; or (b) require a Covered Employee to sign a waiver or other document which purports to deny a Covered Employee the right to make their own reproductive health care decisions, including use of a particular drug, device, or medical service.

E. DISCRIMINATION BASED ON MARITAL STATUS, DOMESTIC PARTNERSHIP STATUS, OR CIVIL UNION STATUS:

may occur if an applicant's or Covered Employee's status of being married, unmarried, in a civil union or domestic partnership, 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.

F. DISCRIMINATION BASED ON AFFECTIONAL OR SEXUAL ORIENTATION OR GENDER IDENTITY OR EXPRESSION:

may arise when the disparate treatment of an applicant or Covered Employee 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, perceived sexual orientation, gender identity or gender expression.

G. DISCRIMINATION BASED ON RACE, RELIGION, CREED, AND NATIONAL ORIGIN:

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, religion, creed, or national origin. 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. In addition, Covered Employees seeking accommodation based on *bona fide* religious beliefs can seek such accommodations under this Policy.

H. AGE DISCRIMINATION:

is the unlawful failure, refusal to hire, or discharge of any individual or to otherwise discriminate against any individual with respect to 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.

I. DISABILITY DISCRIMINATION:

is unlawfully discriminating against qualified individuals with disabilities or perceived disabilities in the terms, conditions and privileges of employment. This Policy also prohibits discrimination against an individual based on their genetic information or genetic predisposition to disease.

J. MILITARY STATUS DISCRIMINATION:

is the denial of initial employment, reemployment, retention of employment, promotion, or any benefit of employment based on an individual's membership, application for membership, service, application for service, or obligations to serve in a uniformed service.

K. CITIZENSHIP STATUS DISCRIMINATION:

citizenship or immigration status discrimination occurs when employers treat individuals differently based on their real or perceived citizenship or immigration status with respect to hiring, firing, recruitment, or referral for a fee. Protected from this type of discrimination under this Policy are U.S. citizens, U.S. nationals, U.S. permanent residents, asylees, and refugees.

L. CRIMINAL HISTORY DISCRIMINATION:

is the refusal to hire, termination, or the taking of an adverse employment action against an individual because the individual has been convicted of one or more criminal offenses, or because of a belief that a conviction record indicates an individual's lack of good moral character, unless there is a direct relationship between one or more the previous offenses and the specific employment or that individual would involve an unreasonable risk to property or the safety or welfare of specific individuals or the general public or that relevant law would prohibit the hiring or require the termination.

Notwithstanding the foregoing, as a condition of employment Covered Employees and applicants for employment will be required to apply for and maintain licenses from the New Jersey State Police (NJSP) and/or the New York Waterfront Commission (NY Commission) and a Transportation Worker Identification Credential (TWIC) from the Transportation Security Administration (TSA). Applying for these credentials will require a background and criminal history records check conducted by the NJSP, NY Commission, and the TSA as well as a fingerprint check. The inability of any Covered Employee or candidate for employment to obtain and maintain a required NJSP or NY Commission license or TWIC, shall result in either the termination of the employee or in the withdrawal of an offer of employment in the case of a job applicant. The NYSA Employers disclaim any liability for damages to an employee or job applicant who is unable to obtain or maintain these necessary credentials as such actions shall not be deemed criminal history discrimination under relevant federal, state, and local law.

7. ANTI-RETALIATION POLICY—Covered Employees Should Not Fear Reprisal

Retaliation is the adverse treatment of Covered Employees or anyone bringing a complaint under this Policy that punishes an individual upon learning of a harassment claim or complaint, which seeks to discourage a Covered Employee from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this Policy. This Policy does not tolerate the adverse treatment of Covered Employees because they make a good faith complaint under this Policy, report discrimination or harassment, provide information related to such complaints, participate in any investigation, testify, or assist in any investigation or proceeding, or are involved in legal action concerning a harassment/discrimination claim. Retaliatory behavior in and of itself can give rise to an employment discrimination complaint.

Retaliating against anyone who made a complaint or otherwise participated in the investigation process is grounds for discipline, up to and including termination. Even if the alleged harassment does not turn out to rise to the level of a violation of the law, the individual is protected if he or she had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false claims. Unlawful retaliation can be any action that could discourage a Covered Employee from coming forward to make or support a claim of harassment or discrimination. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours). Such retaliation is unlawful under federal, state, and local law. This Anti-Retaliation Policy protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Filed a complaint of sexual or other prohibited harassment or discrimination under this Policy or with any anti-discrimination or equal employment opportunity agency;
- Testified or assisted in a proceeding involving sexual or other prohibited harassment or discrimination under relevant federal, state, or local law.
- Opposed sexual or other prohibited harassment or discrimination by making a verbal or informal complaint under this Policy, or by informing a supervisor or manager of harassment;
- Complained that another employee has been sexually harassed or harassed or discriminated against based on a classification protected under this Policy or relevant federal, state, or local law.
- Encouraged a fellow employee to report harassment or discrimination.

8. BYSTANDER INTERVENTION

Any Covered Employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to assist a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any Covered Employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

9. 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. Supervisory Responsibility

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act. All supervisors and managers who: receive a complaint or information about suspected sexual harassment or other harassment or discrimination; observe what may be sexually harassing or other prohibited behavior; or, for any reason suspect that sexual harassment or other prohibited behavior is occurring, are required to report such suspected sexual harassment or prohibited behavior to the Designated Management Representative or to the EEO Officer. In addition to being subject to discipline if they engaged in sexually harassing or other harassing or discriminatory conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or other harassment or discrimination or otherwise knowingly allowing sexual harassment or other prohibited behavior to continue. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

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 Covered Employee may be offended by certain remarks or behaviors.

If that happens, a Covered Employee may inform the person making the remark or engaging in the behavior that the remark or behavior is offensive. The Covered Employee 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 Employees may be uneasy about confronting a person directly about remarks or conduct. If that is the case, the Covered Employee is encouraged to seek the help of a management supervisor, Designated Management Representative, or the EEO Officer in resolving the matter. If such help is sought, then that management supervisor, Designated Management Representative, or 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 Employees 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 Employees who experience any job-related harassment based on their sex (with or without sexual conduct), sexual orientation, marital status, pregnancy, race, religion, national origin, age, disability, 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 Management Representative, or the 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 EEO Officer will have a form that will record the information provided by the Covered Employee. Covered Employees who are reporting sexual harassment, harassment or discrimination on behalf of other employees should use the Complaint Form provided with this Policy and note on the form that the complaint is being made on behalf of another.

2. Inquiry (*See* Appendix B)

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

3. Conducting Interviews

During the course of the inquiry, the EEO Officer will conduct interviews of the Covered Employee and witnesses, as well as gather relevant evidence.

4. Preparing and Delivering the Report

After the conclusion of the inquiry, the EEO Office will prepare a written report to be completed within five (5) business days after the completion of the inquiry. The 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 EEO Officer and the PPGU of the Employer's intended action.

The timelines 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 timelines 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 Employee 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 Employee 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. Covered Employees Should Document Their Claims

It is recommended, although not mandatory, that Covered Employees contemporaneously document in writing, any alleged incidents of discrimination or harassment noting the date, time and place of the occurrence, the nature of the incident and the presence of witnesses.

F. Covered Employees Are Encouraged to Cooperate in the Process

Covered Employees who believe they have been harassed or discriminated against or who have witnessed or heard about a potential violation of this Policy, should report the conduct so that steps to remedy any violations of this Policy can be taken. Covered Employees who have information about another employee's complaint are encouraged to cooperate with the fact-finding process and should do so without fear of reprisal. Covered Employee cooperation in this process is important and is a part of every employee's job responsibility.

G. False Complaints

If after investigating any complaint of harassment or unlawful discrimination, the EEO Office determines that the complaint was knowingly falsely made or that a Covered Employee 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.

10. TRAINING PROGRAM

Supervisory and managerial personnel of NYSA Employers, Union Officials, and Covered Employees will be trained in the terms and conditions of this Policy. In addition to training on the conduct prohibited by this Policy, Covered Employees 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.

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

All requests by Covered Employees for reasonable accommodation including accommodations for disabilities, religious beliefs, and pregnancy 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 Employees 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.

12. LEGAL PROTECTIONS AND EXTERNAL REMEDIES

Sexual and other forms of harassment and discrimination are not only prohibited under this Policy, but they are also prohibited by relevant federal, state and local law. Aside from the complaint process described in this Policy, employees may also choose to pursue legal remedies in the courts or in one of the following governmental agencies with jurisdiction:

New York State Division of Human Rights (DHR)
The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State with regard to sexual harassment and other forms of prohibited harassment and discrimination and protects employees, paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed at any time within one year of the harassment. Complaints of sexual harassment may be submitted any time within three years of the sexual harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination or harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court. Complaining under this Policy does not extend your time to file with DHR or in court. The one year or three year time frames are counted from date of the most recent incident of discrimination or harassment. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

The DHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400, www.dhr.ny.gov. Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

New Jersey Division on Civil Rights
The New Jersey Law Against Discrimination (LAD), codified as codified as N.J.S.A. § 10:5-1. *et seq.*, applies to employers in New Jersey.
Complaints must be filed with the Division on Civil Rights within 180 days after the alleged act of discrimination. If you would like to file a complaint, contact a regional office.

Judicial remedy: In the alternative, an individual who believes he or she has been discriminated against in violation of the LAD may file a complaint and try his or her case in New Jersey Superior Court. Individuals usually hire an attorney to represent them in a Superior Court action. A party cannot file with the Division on Civil Rights and in Superior Court at the same time. A Superior Court action must be filed within two years from the act of discrimination.

To file a complaint with the New Jersey Division on Civil Rights, contact or visit the office nearest you:
South Shore Regional Office:1325 Boardwalk, Tennessee Ave. & Boardwalk Atlantic City, NJ 08401Phone: (609) 441-3100 • Fax: (609) 441-3578
Southern Regional Office: 5 Executive Campus, Suite 107 Cherry Hill, NJ 08034Phone: (856) 486-4080
Northern Regional Office:31 Clinton Street, Newark, NJ 07102Phone: (973) 648-2700 • Fax: (973) 648-4405
Central Regional Office:140 East Front Street / P.O. Box 090Trenton, NJ 08625-0090Phone: (609) 292-4605 • Fax: (609) 984-3812

Visit www.NJCivilRights.gov

United States Equal Employment Opportunity Commission (EEOC)
The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections
Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

New York City
Employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of

the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml

Contact the Local Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

APPENDIX A

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

Under the NYSA-PPGU Anti-Harassment and Anti-Discrimination Policy covered Security Officers (Covered Employees) 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 Covered Employee making a complaint or raising a concern is expressly prohibited.

A NYSA employer cannot prevent or remedy sexual harassment unless it knows about it. Any Covered Employee, paid or unpaid intern, or nonemployee who has been subjected to behavior that may constitute sexual or other harassment or prohibited discrimination is encouraged to report such behavior. In addition, anyone who witnesses or becomes aware of potential instances of sexual or other harassment or prohibited discrimination should report such behavior.

The complaint process in the NYSA-PPGU Anti-Harassment and Anti-Discrimination Policy is designed to provide a convenient way with different options to raise concerns or make a complaint. Covered Employees 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 directly to the NYSA-PPGU EEO Officer (EEO Officer). The EEO Officer is a neutral third-party expert in the area of employment law engaged by the industry to receive complaints and conduct inquiries into violations of this Policy.

In addition, Covered Employees may raise concerns or submit complaints at the PPGU Union office in Bayonne, New Jersey or with a Designated Management Representative. Complaint Forms similar to the Form annexed to this Policy and confidential envelopes will be available at the Main Gatehouse of each facility, at the Union Office and at the NYSA/ILA/PPGU Training Center located at 1210 Corbin Street, Port Elizabeth, New Jersey and may be obtained from a Designated Management Representative or supervisor. 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 Covered Employee does not want to share information about his or her complaint with their management supervisor or Designated Management Representative, then the Covered Employee should fill out the Form to the best of their ability, and
- The Covered Employee 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 Covered Employee 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 Covered Employee will be asked if they want 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 the matter is informally resolved, the resolution of the Complaint should be written up, signed by the affected individuals and maintained in the Employer's EEO files.

- If the Covered Employee 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 noted on the Complaint Form.

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

In writing: Complaint Forms and confidential envelopes will be available during business hours at the PPGU Union Office. Covered Employees may submit written Complaint Forms in sealed, confidential envelopes to a Union representative, who will promptly forward them to the EEO Officer, or Covered Employees 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 Covered Employees 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 NYSA-PPGU Anti-Harassment and Anti-Discrimination Policy

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 Covered Employee and the Employer of such finding by sending a dated, executed notice to the Covered Employee 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.

NYSA-PPGU ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY COMPLAINT FORM

______________________________________ ________________________________

Name **WF NUMBER** **UNION LOCAL**

________________________________ _____________________ _______________

Address **City** **State**

________________________________ _____________________ _______________

Home Telephone Number **Cell Number** **DATE**

I wish to file a complaint under the NYSA-PPGU Anti-Harassment and Anti-Discrimination Policy (the "NYSA-PPGU Policy") and request that the EEO Officer investigate my claim(s). The information below is true to the best of my knowledge. The basis for my complaint is as follows: [check all that apply]

☐ **I believe that I was discriminated against or harassed in violation of the NYSA-PPGU Policy on the following ground(s):**

☐ **sex**	☐ **sexual harassment**	☐ **sexual orientation**	☐ **gender identity**
☐ **race**	☐ **religion**	☐ **creed**	☐ **national origin**
☐ **pregnancy**	☐ **disability**	☐ **marital status**	☐ **age**

☐ **other protected category (specify):**____

☐ **I believe that I have been retaliated against for: reporting harassment or discrimination; providing information related to any complaint of harassment or discrimination, or; participating in an investigation covered by the NYSA-PPGU Policy.**

I believe the following individual or individuals discriminated against or harassed me or otherwise violated the NYSA-PPGU Policy:

____

____

____.

I have raised my complaint with the following management supervisor(s), Designated Management Representative, or other person(s) in authority:

____

____.

The offending act(s) occurred on the following dates and times:

____

____

The following are the facts that support my claim(s). Attach additional pages as necessary.

____

____

____

____

____

____

I believe that the following individuals have personal knowledge of the events leading up to or relating to my complaint:

____ .

I believe that the following documents, materials, and evidence (attach if possible) support my claim(s):

____

I certify that, to the best of my knowledge, the information that I have provided is accurate and the events and circumstances are as I have described them. I have attached to this complaint or have identified any evidence and/or documentation which I believe supports my claim(s).

I consent to the disclosure of the information contained in this complaint for the purpose of investigating my complaint. I am willing to cooperate fully with the investigation and provide whatever evidence is deemed relevant.

I understand that the confidentiality of my complaint will be protected to the extent practicable. Complete confidentiality cannot be guaranteed, however, as under certain circumstances the effective investigation of my complaint may require appropriate disclosure of the claims made in it.

Signature: ________________________________ Date: ______________________

APPENDIX B

Protocol for NYSA-PPGU EEO Officer Processing Complaints

1. Security Officer (Covered Employee) Makes a Complaint

a. A Covered Employee 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 logbook 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 an 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 or other individual 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 Covered Employee and the Employer of such finding by sending a dated, executed notice to the Covered Employee 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 Accommodation

I. <u>Statement of Policy</u>

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 Covered Employees who have covered disabilities within the meaning of state and federal law in conformity with the registration process of the New York Waterfront Commission and New Jersey State Police. However, the job of Port Security Officer has certain physical and mental standards as prescribed in the Rules and Regulations of the New York Waterfront Commission. and/or the New Jersey State Police. In addition, employees who are pregnant or are recovering from pregnancy or who have pregnancy-related conditions or who have *bona fide* religious beliefs are entitled to certain reasonable accommodation.

Notwithstanding the physical requirements for Covered Employee work, it is also the Policy of the NYSA Employers and the PPGU to engage in an interactive process with Covered Employees who claim to have covered disabilities to determine whether reasonable accommodation exists which would enable the Covered Employee to enter into or continue working in the port security industry under the NYSA-PPGU collective bargaining agreement.

Otherwise qualified Covered Employees found to be able to perform Port Security Officer work with or without reasonable accommodation as may be required by law will be so employed. Covered Employees 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 accommodation to Covered Employees will be provided.

II. <u>Accommodation Procedures</u>

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 consisting of a representative of NYSA, the relevant employer, and the PPGU and will consider the following issues:

1) whether the Covered Employee in question is qualified to perform work under the Collective Bargaining Agreement;

2) whether the Covered Employee in question has a *bona fide* disability, pregnancy or pregnancy-related condition, or bona fide religious belief that limits their ability to perform satisfactorily and safely the essential functions of the job they hold or desire; and

3) if so, whether the Covered Employee may be reasonably accommodated without imposing an undue hardship on the NYSA Employers or without violating the *bona fide* 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 Covered Employee seeking accommodation. In addition, the A-Team has the authority to address situations raised by NYSA Employers that may raise safety issues.

A. Request for Accommodation

Requests for accommodation by Covered Employees 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 Covered Employees 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 Covered Employee should include 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 health care providers. Appropriate steps to limit access and disclosure of sensitive health information will be taken.

Covered Employees seeking accommodation based on *bona fide* religious beliefs, pregnancy or pregnancy-related conditions will also be required to provide sufficient information to permit the A-Team to review the request.

B. Interactive Process--Accommodation Request

1) Initial Interactive Meeting

After receiving a request for accommodation, the A-Team shall provide the Covered Employee 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 Covered Employee 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 Covered Employee'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 independent 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 medical records release for the Medical Professional's report and records will be required.

The Medical Professional shall be made aware of and become knowledgeable in 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 Port Security Officers with or without reasonable accommodation.

In determining whether a particular Covered Employee 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 Covered Employee 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 Covered Employee to work in the industry.

3) Potential Meeting Before NYSA-PPGU Labor Relations Committee

The A-Team shall conclude the interactive process and prepare a written recommendation regarding the accommodation request. The Covered Employee shall be informed of the A-Team's recommendation. If the A-Team is unable to reach a consensus on the matter, the matter shall be referred to the NYSA-PPGU Labor Relations Committee for review of the matter.

C. Referral and Recommendation to the NYSA-PPGU Labor Relations Committee

The NYSA-PPGU Labor Relations Committee shall provide to the Covered Employee written notification of its decision. If the NYSA-PPGU Labor Relations Committee agrees on the disposition of the accommodation request, such decision shall be final and binding, and no appeal may be taken therefrom. If the NYSA-PPGU Labor Relations Committee 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 and Covered Employee within three (3) business days of the final determination.

III. <u>Training</u>

The A-Team and NYSA-PPGU Labor Relations Committee will be provided instruction as to the legal requirements related to employment of disabled Covered Employees with or without reasonable accommodations along with training as to the proper handling of requests for reasonable accommodation by disabled Covered Employees.

IV. <u>Scope of Procedures</u>

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

This Policy sets forth the procedure to be used by the A-Team and NYSA-PPGU Labor Relations Committee for considering and resolving accommodation requests presented by disabled Covered Employees under the Americans With Disabilities Act and applicable state and local disability law. Nothing in this Policy may be construed to require the PPGU and the NYSA Employers to provide Covered Employees with particular accommodation or to provide accommodation 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 Covered Employees.

The procedures set forth in this Policy may be flexibly applied in particular cases when, in the judgment of the A-Team and NYSA-PPGU Labor Relations Committee the facts and circumstances warrant it. The timelines 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 NYSA-PPGU Labor Relations Committee to strictly comply with the timelines shall not constitute a violation of the Policy.

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 Employee'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 Employees in the Port of New York and New Jersey. Nothing in this Policy is intended to interfere with any existing right a Covered Employee 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 (Review Committee) before the Covered Employee takes any action that would remove the Employee from the availability for employment. The 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 Review Committee shall be composed of a labor and management representative 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.

1. Federal Family and Medical Leave Act (FMLA) 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 eligible 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.

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.

2. New Jersey Family Leave Act, New Jersey Paid Family Leave Insurance, and New York State Paid Family Leave

Under New Jersey and New York State law, employees may be eligible for unpaid or paid family leave. The NYSA-PPGU Family and Medical Leave Review Committee does not provide payment for these benefits. Covered Employees approved for family and medical leave by the NYSA-PPGU Family and Medical Leave Review Committee may be eligible for these benefits. However, it is the responsibility of the employee to apply for these benefits themselves. The NYSA-PPGU Family and Medical Leave Review Committee will provide information about these programs to employees seeking family and medical leave and will provide leave verification information that is necessary to an employee to seek these benefits under with the New Jersey Family Leave Insurance program or the New York State Paid Family Leave insurance program. As appropriate, if an employee qualifies for family and medical leave under this Policy and either the New Jersey Safe Act, New Jersey Paid Family Leave Insurance, or New York State Paid Family Leave, the time the employee is on leave shall run concurrently.

3. 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.

4. 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 purpose of expressing milk.

5. Eligible Covered Employees 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 Review Committee to understand that the Covered Employee needs leave for family and medical leave-qualifying reasons (the Covered Employee 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 Employee was absent for family and medical leave reasons and the Covered Employee 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.

6. When Planning Medical Treatment

- It is recommended that the Covered Employee consult with the 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 Employees are ordinarily expected to consult with the 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 Employees.
- If a Covered Employee 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 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 Review Committee may initiate discussions with the Covered Employee and require the Covered Employee to attempt to make such arrangements, subject to the approval of the health care provider.

7. Intermittent Leave or Leave on a Reduced Leave Schedule

- A Covered Employee shall advise the 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 Employee and the Review Committee shall attempt to work out a schedule which meets the Covered Employee’s needs without unduly disrupting the NYSA Employers’ operations, subject to the approval of the health care provider.

8. Information Available

The Review Committee will have general information available about Covered Employee’s rights and responsibilities under the relevant federal and state family and medical leave laws.

APPENDIX E

Family and Medical Leave PROTOCOLS

- Family and medical leave is guaranteed to eligible Covered Employees by law and through the relevant provisions of the NYSA-PPGU Anti-Discrimination and Anti-Harassment Policy.
  a. All Covered 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 eligible family member 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 member's 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 for qualifying New Jersey Covered Employees 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, a Covered 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 certain circumstances under the New Jersey Family Leave Act, 12 work weeks of leave for the serious condition of an eligible family member may be taken over a 24-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 and have worked one year in the industry to be eligible for federal Family and Medical Leave Act (FMLA) leave. Covered Employees working in either New York or New Jersey may become eligible for New Jersey Family Leave Act (NJFLA) leave or New York State Paid Family Leave Law (NYSPFLL) leave before they have worked one year in the industry and have 1,000 work hours. For example, under the NYSPFLL a Covered Employee can be eligible for leave if they have at least 20 hours per week of employment with a New York NYSA Employer. For Covered Employees who work less than 20 hours a week, they may become eligible for leave after 175 days of work with a New York NYSA Employer. To qualify for NJFLA, a Covered Employee must have worked for a New Jersey NYSA Employer for at least 3 months and worked for at least 250 hours for that New Jersey NYSA Employer in the prior 12 months. As appropriate, FMLA, NYSPFLL, and NJFLA leave shall run concurrently.

- 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 accommodate 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 Review Committee (Review Committee), c/o NYSA-PPGU Seniority Board Office either by mail, in-person, or by fax. A sample Form is attached.

    Forms are available at the NYSA-PPGU Seniority Board Office and work sites.
  - Calling the Review Committee through the NYSA-PPGU Seniority Board.

    If a call is made, Review Committee 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 Office.

    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). Review Committee 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 Covered 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 Covered Employee's annual leave entitlement;
    - A requirement that the Covered Employee furnish medical certification of a serious health condition and the consequences of failing to do so;
    - Information about 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 Covered 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 Covered 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 Covered Employee provide periodic status reports during the leave; and
    - Requirement that the Covered Employee notify the Review Committee 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 a Covered Employee is on leave for their own medical condition, then the Covered 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. In addition, depending on the length of the leave, an employee may be required to provide an updated health care provider's Certification.

- 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 Covered Employee, a Designation Notice indicating that the leave is approved shall be provided to the Covered 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.

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