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

Memorandum of Settlement ("MOS") made this 22nd day of December, 2025, effective January 1, 2026, by and between the New York Shipping Association Inc. doing business as the Shipping Association of New York and New Jersey ("NYSA") on behalf of its PPGU-Employer-Members, as party of the first part, and the Port Police and Guards Union, Local 1456, a New Jersey Nonprofit Corporation ("PPGU"), as party of the second part. The NYSA and the PPGU shall also be referred to herein each individually as a "Party" and collectively as the "Parties").

The Collective Bargaining Agreement, effective for the period January 1, 2023, through December 31, 2025, is hereby continued for the three-year period from January 1, 2026, to and including December 31, 2028, in all respects, except as specifically modified below:

1. **Wages**

Wages are modified as follows:

Effective January 1, 2026, the wage scale from Monday to Friday, inclusive, for Security Officers currently working in the industry regardless of their first date of employment, 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

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 worked hours in three (3) consecutive calendar years. In addition, wage rates for new employee shall increase to highest rate after they have worked hours in three (3) consecutive contract years.

2. **Welfare Benefits**

Current Article XVII of the Collective Bargaining Agreement ("CBA") is deleted and replaced with the following:

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

(a) Without regard to the number of hours that may be worked in any one Contract Year (January 1 - December 31):

(i) For Contract Year 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 MOS to provide existing benefits shall remain the property of the Employers. Any unused amount held by the NYSA-PPGU Welfare Fund that is not used at the end of this Agreement shall be applied to the next NYSA-PPGU Contract.

(v) In addition, the Employers agree that for each Contract Year (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 MOS.

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

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

Effective January 1, 2026, the Medicare Part B premium reimbursement shall be increased from $125.00 per calendar quarter to $150.00 per calendar quarter.

3. **Pension Plan**

Effective January 1, 2026, the Parties agree to:

Remove the Plan's multiple minimum hourly tiers prospectively and replace them with one tier requiring 1,000 hours.

Except for Increase the rate for each accrual year of credited service to $100 per year. In addition, increase the rate for each accrual year of credited service to $110 per year, effective January 1, 2028.

Offer a window-period pension benefit as follows: 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.

Increase the death benefit paid by Plan from $10,000 to $12,500.

Amend the Plan to permit an early retirement option at age 58 with an actuarial reduction.

Amend the Plan to 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 his or her death.

Eliminate any new working pensioners after proper notice if there are no legal impediments.

4. **Money Purchase Plan**

Contributions to the Money Purchase Plan are modified as follows:

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

Effective January 1, 2026, $8.00 per hour of work.

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

Effective January 1, 2027, $5.25 per hour of work.

Effective January 1, 2028, $6.00 per hour of work.

The parties will endeavor to determine the cost of converting the Plan into a Profit-Sharing Plan to allow elective pre-tax employee contributions. The parties agree to share the 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.

5. **Vacation and Holiday Plan**

The parties agree to amend the Plan to allow vacation on 60 days' written notice. Vacations will be approved on a first come, first serve basis, with seniority being used if more than one participant requests the same day or days off.

The Plan shall also be amended to maintain accrued vacation seniority only for a participant who is injured on-the-job whose workers' compensation benefits have ended and who later returns to work.

6. **CBA Language**

In relation to the CBA, the Parties agree as follows:

(a) The Seniority Article will be revised to include all matters previously agreed to by the parties in one article. See attached, which will require additional revisions to comply with this MOS.

(b) The Seniority Article will be revised to provide that a Roundsman 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 as a Roundsman.

(c) The Seniority Article at Article H, 5 will be amended to add the word "training" before the word "skill."

(d) The Seniority Article at Article O, 5 will be amended to add "work stoppage" as an emergency situation.

(e) A provision shall be added to the CBA stating, "No employer shall perform work within the PPGU's jurisdiction unless there is an emergency."

(f) Article II, Section 3 of the CBA shall be amended to provide the words "including when full-time ILA deep-sea staff are employed" after "(ILA)."

(g) A provision shall be added to the CBA stating, "Each patrol car and gate booth shall have working heat and air conditioning."

(h) A provision shall be added to the CBA stating, "No employer shall require a PPGU Security Officer to sign disciplinary-related documents without PPGU leadership involvement."

(i) The disciplinary steps contained in Articles VI and XII of the CBA concerning absenteeism and uniforms and equipment will be reduced to 9 violations to correct the missing 7th violation.

(j) A provision will be added to the CBA stating "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 LRC later determines that the Security Officer should be returned to work if the member grieves the termination of employment."

(k) A provision will be added to the CBA stating, "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."

(l) A provision will be added to the grievance form requiring a grievant to identify the specific contractual provision alleged to be violated. A legend will also be added to the grievance form so that Security Officers will not confuse a contractual grievance with a complaint under the NYSA-PPGU Respect and Dignity Policy.

(m) Roundsman shall be required to attend a jointly agreed-upon leadership training program and uniform rules in the Port will be established to assist Roundsman in the performance of their duties.

(n) A provision will be added to the CBA stating, "The PPGU will work with each employer to establish gate position performance standards at each terminal."

(o) A Port-wide pool for Security Officers with fire watch training will be created.

(p) A joint committee will be established to incorporate all contractual changes from January 1, 2017 into one Collective Bargaining Agreement in a consistent manner and to add, remove or revise outdated or incorrect language. All policies int eh CBA shall also be updated.

6. **Publication of Contract**

The Parties agree to post an up-to-date complete CBA, including all policies, online.

7. **Full Settlement**

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

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

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

By______________________
Mohamed Arbab,
President

NEW YORK SHIPPING ASSOCIATION, INC.

By______________________
Susan Winfree,
Executive Vice President
Chief Operating Officer

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