

**Torres Rojas, Genara**

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**Subject:** FW: Another Media Request : OT Policies

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**From:** Christie Duffy [<mailto:christie.duffy@gmail.com>]

**Sent:** Saturday, January 03, 2015 3:04 PM

**To:** Duffy, Daniel; Eastman, Karen

**Subject:** OPEN RECORDS REQUEST: OT Policies

To the Records Custodian:

Please confirm receipt of this request. This is a request under the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., for the following records:

Policies or guidelines that govern if and how Port Authority employees may qualify for and accumulate overtime hours and pay.

I would like to receive these records in electronic format. I can accept this data on CD-ROM, via email or FTP.

Please let me know if there is anything I can do to help clarify or expedite this request. I look forward to hearing from you and I appreciate your assistance.

Sincerely,

Christie Duffy  
Reporter  
WPIX-TV  
[646-573-3357](tel:646-573-3357)  
[Christie.Duffy@gmail.com](mailto:Christie.Duffy@gmail.com)

**THE PORT AUTHORITY OF NY & NJ**

FOI Administrator

January 21, 2015

Ms. Christie Duffy  
WPIX-TV

Re: Freedom of Information Reference No. 15624

Dear Ms. Duffy:

This is in response to your January 3, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for copies of "Policies or guidelines that govern if and how Port Authority employees may qualify for and accumulate overtime hours and pay."

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/15624-O.pdf>. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy  
FOI Administrator

Attachment

*4 World Trade Center, 18th Floor  
150 Greenwich Street  
New York, NY 10006  
T: 212 435 3642 F: 212 435 7555*



**Office of the Executive Director**

Revised: November 16, 1970

## **OVERTIME COMPENSATION AND SPECIAL PAYMENTS**

### **I. Introduction**

A. This instruction outlines Port Authority policy pertaining to compensation for overtime work and special payments for various other services performed by certain employees.

B. This instruction contains the following sections:

II - Instruction

III - Pay Plan C (non police) Employees' Overtime

IV - Other Employees' Overtime

Exhibit A – General Rules and Procedure Overtime Special Payment

C. Descriptions of the policy and procedure related to specific applications of overtime compensation and special payments are contained in a series of individual Operating Instructions. These are numbered similarly to PAI's except that Operating Instructions (OPI's) contain an "x" after the number which defines the section of the Administrative Manual to which the instruction applies (see Table of Contents in the Administrative Manual).

### **II. Instruction**

#### **A. Overtime**

1. Port Authority policy is to schedule work within the normal working hours whenever practicable. Managers and supervisors should anticipate avoidable overtime work on the part of their subordinates and take constructive steps to eliminate any need for overtime assignments through such means as efficient rescheduling of activities, making procedural improvements and establishing and maintaining effective performance standards.

2. When overtime work is essential and properly authorized, all Pay Plan C employees and those Pay Plan B employees designated as Pay Plan E (formerly EXB), all Pay Plan F and all Pay Plan D personnel are compensated for work performed in excess of their normal work schedules subject to the provisions of this PAI and its related Operating Instructions, where applicable.

#### B. Special Payments and Premium Compensation

Premiums and special payments for various types of services performed are made to certain employees in accordance with policy announcements by the Personnel Director and/or contained in related Operating Instructions. For example, these benefits presently include the following (also see Exhibit A):

1. Shift Differential Payments - all Pay Plan C (non-police) Employees (see OPI 20-3x.06).
2. Compensation for Holiday Work (see PAI 20-3.02, Section II).
3. Work Schedule Change Premiums - all pay Plan C (non-police) Employees (see PAI 20-3.07).
4. Differential Pay - Lead Electrician (see Personnel Information Bulletin No. 28).
5. Work in Higher Classes Compensation - T.W.U. Classes Only (see OPI 20-3x.15).

### III. Pay Plan C (non police) Employees' Overtime

#### A. Field Employees

Permanent, probationary and project Pay Plan C field personnel (other than police) are compensated at one and one-half times their regular hourly rate of pay for all authorized work in excess of their normal bi-weekly work schedules. Normal work schedules for all Pay Plan C field employees average 80 hours of work bi-weekly. If in any payroll period the employee's work schedule calls for more or less than 80 hours of work, the employee is compensated for overtime work in excess of the work schedule only. For example, if the employee is scheduled to work 72 hours during the payroll period, he is compensated at time and one-half rates for all authorized work beyond 72 hours. Similarly, if the work schedule calls for 88 hours of work during the payroll period, premium compensation is paid for all authorized work over 88 hours.

#### B. Non-Field Employees

1. Permanent, probationary and project Pay Plan C non-field personnel receive one and one-half times their regular hourly rate of pay for all

authorized work in excess of 40 hours in each week. However, because their standard work schedule calls for 36  $\frac{1}{4}$  hours per week, they are compensated at straight time rates for the first 3  $\frac{3}{4}$  hours of authorized overtime worked during the one-week period, except as provided in Par. B.2 below and in PAI 20-3.02, Par. II B.

2. If a Pay Plan C non-field employee is called into work on any day which is scheduled to be a regular day off, he is compensated at one and one-half times his regular hourly pay rate for all authorized hours worked on that day, provided that the employee does not owe compensatory time, in which case, the negative compensatory time balance is reduced hour for hour before any premium is applied to the remainder of the overtime hours.

#### C. Temporary and Part-Time Employees

1. Temporary Pay Plan C field employees and part-time employees (e.g., food catering, janitorial, cleaning, etc.) are paid at straight time rates for work performed up to a total of 80 hours in a bi-weekly pay period. All authorized work in excess of 80 hours in the period is compensated at one and one-half times their hourly pay rate.
2. Temporary Pay Plan C non-field personnel receive one and one-half times their regular hourly rate of pay for all authorized work in excess of 40 hours in each week. However, because their standard work schedule calls for 36  $\frac{1}{4}$  hours per week, they are compensated at straight time rates for the first 3  $\frac{3}{4}$  hours of authorized overtime worked during each one-week period.

#### D. Calculation of Overtime Compensation

1. For purposes of calculating overtime compensation for Pay Plan C (non-police) employees, the time spent on certain activities other than normal work assignments are regarded as hours worked. In general, if an activity is undertaken voluntarily or is primarily intended for the benefit of the employee, he does not receive hours worked credit for time spent on such activities outside his normal working hours.
2. The following are situations where employees does receive credit as hours worked, for purposes of calculating overtime compensation:
  - (a) Authorized overtime extending at least 15 minutes beyond normal work schedules, with a minimum credit of one-half hour. Overtime beyond 30 minutes is recorded to the quarter-hour nearest the actual ending time.
  - (b) Excused absences, excused tardiness, vacations and Port Authority holidays.

- (c) Sick leave, whether or not the employee is on a full-pay, half-pay, or no-pay status.
- (d) Authorized compensatory time off.
- (e) Port Authority medical examinations or treatments, including actual waiting time in the medical unit. Time spent traveling to and from the medical unit is credited as hours worked only when such time occurs within the employee's scheduled work hours.
- (f) Call-ins from off duty status. The employee is credited with minimum of four hours when the overtime work is not contiguous to his regular tour of duty, regardless of the time actually worked.
- (g) Travel time under any of the following conditions:
  - 1. Where the travel is required as a principal part of the employee's position responsibilities while on or off duty.
  - 2. Where the travel required by the Port Authority occurs during the employee's normal working hours, although not a regular part of his position responsibilities.
  - 3. Where the employee is expected to undertake work on behalf of the Port Authority while traveling.
- (h) Stand-by or sleep-in time at a facility or other location to perform Port Authority work, when required under unusual circumstances and authorized by the organization unit head.
- (i) Coffee breaks or other rest periods when authorized by the organization unit head.
- (j) Meal periods directed to consist of less than 30 minutes, when the employee is free of any Port Authority work responsibilities, or meal periods lasting 30 or more minutes during which the employee is required to undertake any Port Authority duties simultaneously.

#### E. Overtime Payments

- 1. Normally, payment for overtime work is included in the employee's salary check for the pay period immediately following the bi-weekly period in which the overtime occurred. Exceptions to cash payments are as follows:
  - (a) An eligible employee's election to credit the overtime to his compensatory time "bank" within the provisions of OPI 20-3x.07,

Compensatory Time Option Policy – Pay Plan C (non-police) Employees.

- (b) Granting a portion or all of the overtime in the form of time off duty during scheduled working hours within the same bi-weekly pay period, on an hour-for-hour basis only.
- (c) Deduction of any negative compensatory time balance outstanding, which must be repaid through non-holiday overtime work on an hour-for-hour basis before overtime compensation is earned. The granting of negative compensatory time off should be limited to amounts which the employee can be expected to repay through overtime work over a reasonable period of time. In on case may an employee be allowed to take or accumulate negative compensatory time in excess of 40 hours (field employees except TWU classes) or 36 ¼ hours (non-field employee) without prior written approval by the Personnel Director. For employees in TWU classes, the maximum amount of negative compensatory time that can be accumulated is 16 hours, if approved by management.

#### IV. Other Employees' Overtime

- A. Authorized overtime performed by Pay Plan E (formerly EXB) employees is normally compensated in the form of compensatory time off, on an hour-for-hour basis. The responsible supervisor grants compensatory time off for overtime worked as soon as the workload of the unit permits and with every possible consideration for the employee's preference. In special circumstances, cash payments are made at straight time rates in lieu of time off.
  - 1. Overtime work by a Pay Plan E (formerly EXB) employee is normally performed under direct supervision or assigned in advance. Compensatory time is earned when the overtime is approved by the organization unit head, or his designated representative, by the signing of the appropriate timekeeping documents
  - 2. The amount of compensatory time earned during a bi-weekly pay period is the amount of which the total hours worked and any authorized absence exceed the standard hours. Compensatory time is calculated to the nearest quarter hour, but compensatory time is not earned unless the employee works at least one-half hour before or after his normal starting or quitting time.
  - 3. While overtime is normally repaid by compensatory time off, there are circumstances under which this is not practicable. Cash payments may be approved in place of equal time off when:

- (a) In unusual circumstances, factors beyond the control of the supervisor result in an accumulation of overtime credits which cannot be scheduled practicably as compensatory time off; or
  - (b) Staffing and unit workload make it impractical to grant compensatory time for specific overtime assignments; or
  - (c) An employee with an appreciable overtime credit is promoted, transferred or reassigned from one department to another and it is not feasible to grant compensatory time before the change of assignment. In such cases, payment is made at the salary level in effect prior to the assignment change.
4. When cash payment in lieu of compensatory time is approved in accordance with Par. 3, above, the following limitations apply:
- (a) Payment is made only for those overtime credits which cannot be repaid as compensatory time. The proportion of overtime credits for which cash payment is made and the proportion which is retained for repayment as compensatory time will vary from situation to situation. Ordinarily, overtime credits equivalent to a minimum of two work days are retained for repayment as compensatory time, except in cases applicable to Par. 3, c. Payment is ordinarily not made for less than one full day except on termination of employment.
  - (b) Payment is made at straight time rates only.

#### B. Pay Plan C Police Employees

Pay Plan C police employees receive overtime as outlined in OPI's 20-3x.08 and 20-3x.09 and as provided in directives issued by the Superintendent of Police with the concurrence of the Personnel Director.

#### C. Pay Plan F and Pay Plan D Employees

Extra duty compensation is paid to Pay Plan F and Pay Plan D employees as outlined in separate Operating Instructions for each group of these employees (see Table of Contents in the Administrative Manual).

#### **DISCLAIMER**

Although issued in revised format, the information contained in these Administrative Instructions (AIs) reflects the content of previously issued Administrative Policy Statements (APs) and, in certain limited instances, Port Authority Instructions (PAIs). The rules set forth in these AIs will remain in effect until changing conditions require their revision. This body of instructions is not intended to be exhaustive with respect to all the responsibilities of employees and it does not constitute a contract. These AIs will be updated from time to time to reflect changes or additions as appropriate, at the direction of the Executive Director.

**Overtime Provisions**  
**Building Trades Union (BTU), Locals 608, 806, and 1456**  
**and**  
**International Union of Operating Engineers (IUOE), Locals 15, 30, and 68**  
***Memoranda of Agreement dated 3/4/2002 – 10/3/2006***

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**ARTICLE XIV. OVERTIME**

- A. The overtime policy and procedure will be as set forth in Exhibit "D" attached hereto.
- B. Periodic manpower studies will be conducted to determine whether incumbents in a particular job classification are in the main performing functions within that specification.
- C. BTU Shop Stewards shall be given access to overtime equalization charts for employees in the covered membership within 24 hours (one business day) of a request to facility management.
- D. Compensatory Time - during the term of the Agreement, the maximum number of overtime hours that can be banked shall be limited to 160 hours. The only hours that may be banked are those hours actually worked in excess of 40 hours work in a workweek (i.e., Fair Labor Standards Act overtime hours). Employees may elect on a weekly basis to bank FLSA overtime hours in their compensatory time bank. Employees shall also have the option to cash in all or part of their compensatory time bank at stated times during each quarter of the calendar year.
- E. Effective as of the date of the execution of this Memorandum of Agreement, sixteen (16) hours of compensatory time per calendar year may be converted to personal excused time. Employees may request this personal time off for reasons of their own personal choice, for example, Good Friday, Yom Kippur, employee birthday, wedding anniversary, etc., and the request will not be unreasonably denied. Supervisors will make every reasonable attempt to grant personal excused time when requested.
- F. Effective as of the date of the execution of this Memorandum of Agreement, facility management, shall, on Wednesday mornings, post in the designated shop area the updated overtime rosters. The rosters shall include all overtime hours worked and refused. A copy of the rosters shall be provided to the BTU Shop Steward at the same time.
- G. No requests for personal excused time will be granted on Port Authority holidays as listed in the Holiday PA1 (20-3.02) dated 6/7/71, without the prior approval of the employee's supervisor, unless due to a verified personal emergency.

**EXHIBIT D - OVERTIME POLICY**

An initial overtime roster will be compiled at the beginning of each calendar year according to classification seniority within each title. Employees who are assigned to a unit after the initial overtime roster has been constructed will be credited for equalization purposes with the average number of hours charged to members of the unit.

**NON-SCHEDULED OVERTIME**

When it is necessary for an employee to work overtime on a non-scheduled basis, the availability of those to be selected will be limited to those actually working at the time the overtime is required. Employees will be asked to work based on the lowest amount of overtime charged by those available at the time. Each employee may have the option of refusing the overtime. In the event all the employees refuse, the employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for a substitute. The only exception to this will be overtime that will be worked as a continuation of a project being done during the regular tour. In this event, those

employees working on the project will continue to do so if a change in staff would impede the completion of the task, even if it requires subsequent days of work including RDO's.

#### SCHEDULED OVERTIME

On those occasions when overtime work can be planned, supervisors shall request employees to work the scheduled overtime, such request to be made to such employees in the inverse order of overtime charged for that year. This would include employees not immediately available who might have to be contacted by telephone. Employees will have the option as to whether or not they elect to work the scheduled overtime. In the event all the employees refuse, the employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for a substitute.

#### ACCOUNTING FOR OVERTIME

An overtime roster, maintained by the unit supervisor, which reflects the amount of overtime charged to each employee, shall be kept current. Charged overtime is the sum of the overtime worked by the employee plus the amount of overtime refused by the employee for the year in question.

#### STANDBY

Whenever an employee is directed to standby at his home or facility, he will be paid for all hours he is required to standby

#### CANCELLING, POSTPONING AND RESCHEDULING OVERTIME

For scheduled work (other than snow) that is not a continuation of a tour, an employee who is scheduled to work in a situation that could require the payment of overtime, will in all such cases work a minimum of four hours.

#### SNOW EMERGENCY PROCEDURES

- a) Where a facility posts snow emergency work schedule ("A" shift - hours between 8:00 A.M. to 8:00 P.M. - "B" shift - hours between 8:00 P.M. and 8:00 A.M.) employees scheduled to work the "A" shift who are changed to the "B" shift would receive a Schedule Change Premium. The same would apply to an employee normally scheduled to work the "B" shift who would be subsequently changed to the "A" shift.
- b) If an employee is required to call in during snow conditions, on a continuing basis, and is not required to report in connection with the snow schedule, he will be compensated to the extend of four (4) hours at standard time.
- c) Employees who are granted excused time in connection with snow removal operations will have these hours credited as hours worked in lieu of call-in premiums.

#### RESPONSIBILITY

Overtime rosters should be available and should be kept current. This responsibility will be charged to the unit supervisor. In the event that the proper employee is not given the opportunity to work an overtime job by management, then that employee shall receive four hours pay as restitution.

**Overtime Provisions**  
**The Communications Workers of America, Local 1032 (CWA 1032)**  
***Memorandum of Agreement dated 1/1/2005 – 8/31/2009***

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**ARTICLE XVII. OVERTIME**

A. For a given work unit, overtime rosters will be compiled beginning with the 1<sup>st</sup> pay period of each year and updated on no less than a bi-weekly basis. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster. However, it is understood that in assigning overtime it may be necessary to consider the employee's skills and qualifications. This equalization process should conclude on the last scheduled workday of the last pay period of the year and a new roster should then be developed for the following year. The overtime roster should show the overtime hours worked, overtime hours refused and the total hours in both categories.

B. Employees in the covered membership can bank up to 108.75 hours of overtime as compensatory time. Employees shall be able to cash in the compensatory time on a quarterly basis, during the first pay period of January, April, July and October.

C. Non-represented and/or supervisory personnel shall not be assigned work normally assigned to the bargaining unit, either during a normal tour or as an overtime assignment, except in emergencies.

D. A separate overtime equalization roster shall be established for employees in the covered membership who are required to work snow duty.

## Overtime Provisions

### The Port Authority Police Detectives Endowment Association (DEA)

*Memorandum of Agreement dated 1/21/2003 – 1/20/2010*

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#### ARTICLE VI. PREPARATION TIME ALLOWANCE

1. During the term of this Memorandum of Agreement, each Detective, except as enumerated in Paragraph 3 below, will receive compensation at overtime rates for fifteen minutes of preparation time for each eight-hour tour of duty in which eight hours or more of actual time worked (exclusive of preparation time) is reflected on his daily time card as "Total Hours Worked". Such preparation time shall be overtime and payment for such time in the form of cash or banked compensatory time shall be in accordance with provisions of Section XIII of this Memorandum of Agreement.

#### ARTICLE XII. WORK CHARTS; TOURS OF DUTY; REGULAR DAYS OFF

4. At the end of any calendar year in which a Detective has received fewer than 121 regular days off, the number of regular days off received by such Detective shall be subtracted from 121 and with respect to any resulting day or days he shall receive an additional 12 hours compensatory time or cash payment, at overtime rates, to the extent he has not already received compensatory time or overtime payment with respect to such day or days.

5. The standards established in this Section XII for work charts shall not preclude any Detective from being required to work, for such reasons as overtime requirements on any day scheduled in his chart as a regular day off.

#### ARTICLE XIII. OVERTIME; COMPENSATORY TIME

1. Overtime shall be earned and paid to a Detective unless applied to compensatory time purposes as set forth below, at the rate of one and one-half (1-½) times the amount computed by dividing by eighty (80) the total of the base bi-weekly salary and the base bi-weekly longevity payable to such Detective as set forth in the schedules annexed hereto as Appendices "A(1)", "A(2)", "A(3)" or "A(4)", respectively.

2. Overtime worked shall be applied first to the reduction of any negative compensatory time balance on an hour-for-hour basis, and then to replenish any compensatory time bank up to the hourly maximum designated in accordance with paragraph 6 hereof.

3. Overtime not applied to compensatory time purposes shall be paid in cash at overtime rates to a Detective whose eight-hour tour of duty is extended (exclusive of preparation time) either prior to or after any eight-hour tour of duty for all additional time worked by reason of such extension and shall be computed in quarter-hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. Compensation or compensatory time credit at overtime rates shall not be provided if, after an early call-in prior to his scheduled eight-hour tour of duty, a Detective is afforded and accepts the option to terminate his tour of duty after eight hours worked (exclusive of preparation time). However, the Detective shall have the option to continue to work to complete the entire extended tour of duty and receive overtime payment in accordance with this Section.

4. Overtime not applied to compensatory time purposes shall be paid in cash at overtime rates when a Detective is required to work on a scheduled day off which is not rescheduled at the request of the Detective or by reason of promotion, reassignment or mandatory attendance at training programs. If such a Detective works a full tour of duty on such regularly scheduled day off, he shall receive payment for such time at overtime rates for eight hours work (exclusive of preparation time). If such a Detective works more or less than a full tour of duty on such regularly scheduled day off, he shall receive payment at overtime rates for all time worked from the actual commencement of his tour of

duty (exclusive of any preparation time), computed in quarter-hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. In addition to the above payments, the Detective shall receive an additional hour's pay at his appropriate hourly base pay for up to eight hours actually worked on a regularly scheduled day off which is either an official police holiday pursuant to Section XV of this Memorandum of Agreement, or Christmas Eve or New Year's Eve.

5. A Detective required to work on a scheduled day off which is not rescheduled at the request of the Detective or by reason of promotion, reassignment or mandatory attendance at training programs, or who is called into work between regularly scheduled tours, will be guaranteed four hours work at overtime rates. This guarantee shall not apply to the extension of a scheduled tour of duty either prior to its scheduled commencement or after its scheduled termination. Any such extension shall be considered overtime and be paid at overtime rates as set forth in Paragraph 1 hereof.

6. Each Detective shall be afforded the option, subject to the provisions of this Paragraph and Paragraph 2 hereof, to accumulate up to four hundred fifty (450) hours in a compensatory time bank in lieu of receiving overtime pay. Each Detective exercising this option may, but only in the even numbered pay periods of each year, designate or redesignate a maximum number of hours (not to exceed 450 such hours) to be included in his compensatory time bank. Compensatory time not applied to reduce negative compensatory time balances shall accrue at the rate of one and one-half (1-½) hours for each one hour of overtime worked. No compensatory time shall accrue after the designated maximum hourly limitation is reached, and any subsequent overtime shall be paid in cash. If by reason of a redesignation of maximum hours to be banked, the number of hours in a Detective's compensatory time bank exceeds the new hourly maximum; the Detective shall receive payment in cash at straight time rates for all hours in excess of the new maximum. Accumulated compensatory time may be taken off in accordance with policies established in Appendix "B" annexed hereto. If for any reason pursuant to Law compensatory time cannot be continued, or upon retirement or other separation, all hours accrued in a Detective's compensatory bank shall be paid at straight time rates.

7. Except for preparation time allowance if the Detective is otherwise entitled thereto pursuant to Section VI of this Memorandum of Agreement, no payment at overtime rates shall be made by reason of the mutual exchange of regular days off between Detectives unless overtime is worked in connection therewith. All such mutual exchanges shall be subject to the advance approval of the Detective Commanding Officer or his designee and shall not be unreasonably denied.

8. Once a mutual exchange is approved, it shall be treated as a change in schedule and considered as part of his regular work schedule.

9. Detectives who work an additional hour on a tour of duty due to the annual change from daylight savings time to standard time will be compensated for such additional hour at overtime rates. Detectives who work an hour less on a tour of duty due to the annual change from standard time to daylight savings time will have the option to leave at the conclusion of the abbreviated tour and be charged one hour compensatory time, or, remain and work a full eight hours and, in either event, will receive preparation time allowance notwithstanding, provided the Detective is otherwise entitled thereto pursuant to Section VI of this Memorandum of Agreement.

10. A Detective assigned to report to a non-Port Authority location or a Facility Command other than his assigned Facility Command for Port Authority medical examinations and/or training will be compensated at his base daily rate or overtime rate where applicable, plus mileage reimbursement for travel expense between such non-Port Authority location or a Facility Command and his assigned Facility Command in accordance with the allowances set forth in Section XLV of this Memorandum of Agreement.

11. Effective August 23, 2004, the maximum hours provisions of the Fair Labor Standards Act (FLSA) became applicable to Detectives as set forth in the correspondence dated March 15, 2005 from Rosetta Jannotto and annexed hereto. The parties agree to meet and negotiate over all mandatory subjects of bargaining arising out of the applicability of the FLSA to the members of the Detectives Endowment Association.

*[Below is the letter attachment referenced in paragraph 11 above]*

March 15, 2005

Richard Masella, President  
Port Authority Detectives Endowment Association

Dear Detective Masella:

Based on the United States Department of Labor revisions to the federal Fair Labor Standards Act (FLSA) regulations that became effective August 23, 2004, and after discussion with you on this matter, it has been concluded that Port Authority Detectives can no longer be treated as exempt from the overtime provisions of the FLSA. We believe that the implementation of this change can be effectuated by May 1, 2005.

Sincerely,

Rosetta A. Jannotto  
Deputy Director  
Human Resources Department

12. Overtime payments shall be made only in circumstances where overtime work is incurred in accordance with existing Public Safety Department policy or procedures or where such work is required by authorized Public Safety Department personnel.

13. Any Detective may be ordered to work overtime under any of the following circumstances: a) failure of essential equipment or systems where there is urgency to restore essential services or systems; or b) conditions resulting from accidents, floods, fires, natural disasters, or other similar emergencies; or c) public functions, VIP arrivals and departures, strikes, picketing or other unusual events; or d) occasions when crowds may gather; or e) threatened or actual adverse weather conditions; or f) any other situation which in the judgment of the authorized person ordering overtime may affect public safety or may endanger persons or property, subject to subsequent review by the Superintendent of Police; or (g) participation in annual medical examinations or mandatory training programs; or (h) notwithstanding any of the circumstances enumerated in (a) through (g) above, the Superintendent of Police shall have the right to order Detectives to work overtime in establishing minimum staffing and/or manning levels of the Department; or i) notwithstanding any of the circumstances enumerated in (a) through (h) above, the Superintendent of Police shall have the right to order Detectives to work overtime because of their special training or other skills; or (j) on a hold over or early call in basis for that Detective's appearance in court; or (k) overtime ordered pursuant to Document "P".

14. Prior to the execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Document "P" annexed to the July 21, 1991 - January 20, 2003 Memorandum of Agreement between the Port Authority and the Association. Effective upon the execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Document "P", annexed hereto.

*[See Document P toward the end of this document]*

## **ARTICLE XVI. VACATION**

2. If a Detective is required to work for other than disciplinary reasons on a vacation day and if such vacation day is not rescheduled at the Detective's request, such Detective shall be paid at overtime rates.

**ARTICLE XXVI. DISCIPLINE**

j. (i) If a Detective is administratively suspended disciplinary charges must be filed against the Detective no later than one hundred and twenty days after the first day of that suspension to continue him on administrative suspension. If the disciplinary charges are not filed within that period, the Detective shall be removed from administrative suspension no later than the end of the one hundred and twenty day period and he shall receive payment with respect to the period of his administrative suspension in an amount based upon an estimate of missed opportunities to earn overtime during his administrative suspension. The estimate shall be determined as provided in the next paragraph.

(ii) A Detective against whom disciplinary charges have been filed and who has been administratively suspended but who has not been dismissed from employment shall receive payment of an amount based on an estimate of his missed opportunities to earn overtime during that administrative suspension. The estimate shall be determined as follows:

First, an initial estimate shall be determined by use of the following formula:

$$\frac{a}{b} = \frac{c}{d}$$

where "a" is the average overtime earned per pay period by the suspended Detective during the seventy-eight (or the actual number if less than seventy-eight) pay periods immediately prior to the pay period during which his suspension commenced; "b" is the average overtime earned per pay period per Detective during those seventy-eight (or the actual number if less than seventy-eight) pay periods at the Police Command to which the suspended Detective was assigned during that period. If the Detective was assigned to more than one Police Command during that period, then the average overtime for the period shall be determined by using average overtime earned per Detective at each Police Command to which the Detective was assigned during that period for the pay periods he was assigned to that Police Command;

"c" is the initial estimate of the Detective's missed overtime earned per pay period to be determined, and

"d" is the average overtime earned per pay period per Detective at the Police Command to which the suspended Detective is assigned during the same pay periods of the Detective's administrative suspension.

Upon determination of "c", that amount shall be multiplied by the number of pay periods that the Detective was on administrative suspension, provided that any pay period during that suspension in which the Detective was absent due to sickness or injury incurred in the line of duty on at least half of his scheduled work days shall not be used in that multiplication. Then, from that amount shall be subtracted all overtime, if any, earned by the Detective during the suspension. The resulting balance shall be paid to the Detective as and for missed overtime.

k. If a Detective who is suspended without pay is changed to administrative suspension or returned to full duty he shall receive payment of his full pay for the period during which he was suspended without pay except payment for missed overtime opportunities. If such Detective is not dismissed from employment the calculation of missed overtime opportunities shall be made in accordance with the method set forth in paragraph j (ii), above, except that the period of suspension shall include the period during which the Detective was suspended without pay.

**ARTICLE XXXII. MISCELLANEOUS**

6. A maximum of four hours compensation at overtime rates shall be paid for each initial off-duty enforcement action leading to an arrest to cover the arrest and booking process. All other off-duty police related activities including but not limited to rescue functions shall be covered by all benefits outlined in the Memorandum of Agreement. The Superintendent of Police will determine whether the actions were appropriate police actions and therefore compensable under the second sentence of this

paragraph and his decision is not subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement.

#### **ARTICLE LV. ON-CALL PAYMENT**

A Detective assigned to an Interagency Task Force who is authorized by a Port Authority Supervisor to be "on call" status will receive one (1) hour of pay at his/her overtime rate for each eight (8) hour block of time or part thereof when he is "on call". If the Detective is required to report to duty on other than his regularly scheduled tour of duty, payment in accordance with Section XIII shall be made for all hours worked outside of that Detective's regularly scheduled tour of duty in addition to the "on call" payment enumerated herein. Absent further agreement, no Detectives, except those assigned to an Interagency Task Force, shall be placed on an "on call" status.

#### **APPENDIX K – VACATION SELECTION/ASSIGNMENT/RELIEF COVERAGE**

##### **5. Vacation and Training Conflict**

A Detective scheduled for training during a vacation period has the option to either maintain his vacation or attend training. If the Detective attends training, he will receive vacation cancelled overtime payment. If the Detective elects to defer his vacation he shall select another vacation block within the same vacation period. If a scheduling conflict between vacation and training occurs at the end of a vacation period, the Detective will select another vacation within the same vacation period, if practicable, and if not practicable in another vacation period, however, the rescheduling of a non-prime time vacation must be rescheduled in a non-prime vacation time period, and a prime time vacation must be rescheduled in a prime time vacation period.

#### **DOCUMENT P – VOLUNTARY OVERTIME ASSIGNMENT PROCEDURE FOR DETECTIVES**

##### **I. POLICY**

- A. Overtime assignments will be authorized in accordance with Section XDI, Paragraph 12 of the Memorandum of Agreement. This procedure shall be utilized to identify the appropriate Detective for a voluntary overtime work assignment in accordance with this Memorandum of Agreement. Voluntary overtime is an overtime assignment which is not ordered or which need not be assigned to a particular Detective. Some examples of overtime which would not be governed by this procedure are overtime ordered pursuant to Section XIII Paragraph 13 of the Memorandum of Agreement, preparation time, or overtime required in connection with training, arrest, appearances in court or before administrative bodies, case follow up, special assignments relating to case follow up and assignments which require special training and/or special skills.
- B. Detectives must express advance interest in working Early Call In (ECI), or Hold Over (HO), or Regular Day Off Cancellation (RDO X), or Vacation Cancellation (VAC X). RDO X and VAC X have equal standing under this procedure and Detectives will be solicited on total cumulative overtime hours. All Detectives will be deemed available for Hold Over (HO), and Early Call In (ECI). Selection of a Detective for an overtime assignment will be from an operating overtime equalization list updated on a daily basis, based on the Daily Police Timekeeping System Overtime Distribution-Year to Date computer printout, in accordance with this procedure. An Early Call In (ECI) is an overtime assignment, which is adjacent to and immediately precedes and extends a Detective's regularly scheduled tour of duty. A Hold Over (HO) is an overtime assignment which is adjacent and immediately follows and extends a Detective's regularly scheduled tour of duty.

- C. Detectives with the least amount of overtime shall be solicited first, subject to the procedure in Section II hereof for the assignment. In the event the Detective with the lowest amount of overtime declines, the Detective with the next lowest amount of overtime shall be solicited and so on, until all interested Detectives have been canvassed. If two or more Detectives have the same number of hours, the detective with the greatest in grade seniority will be called first. Refusals of overtime will not be considered, only overtime hours or parts thereof worked will be recorded.
- D. Should no interested Detective be available, overtime may be ordered in accordance with Section XIII, Paragraph 13, of the Memorandum of Agreement.
- E. Where overtime is required in the Special Detail Units, Detectives other than Special Detail Units personnel will be allowed to work in the unit on an equalization basis only with the approval of the Commanding Officer.
- F. All newly promoted Detective's overtime accrued as a Police Officer will be carried over upon promotion.

II. PROCEDURE

- A. Overtime Assignment of less than Four (4) Hours  
Whenever a voluntary overtime assignment for a Detective is to be less than four (4) hours, the Commanding Officer or his designee may fill the assignment by the "HO", or "ECI" of Detectives working the Facility Police Command, with the equalization amongst those eligible Detectives working the tour adjacent to the overtime assignment. If no Detective is available at that Facility Police Command then a Detective in the Consolidated Police Command may cover the overtime assignment. If no Detective is available in the Consolidated Police Command then any other Facility Police Command Police Detective may cover the overtime assignment.
- B. Overtime Assignment of Four (4) Hours or More  
Whenever a voluntary overtime assignment for a Detective is four (4) or more hours, the Commanding Officer or his designee may fill the assignment from all interested Detectives in the sequence shown below:

First: RDO XVAC X, (without any limitation on number of consecutive RDO's worked)

Second: HO/ECI

In those instances where a voluntary overtime assignment of more than four (4) hours is still utilizing a Detective on RDO X or VAC X pursuant to this procedure the Detective shall be guaranteed a minimum of eight hours work. An exception to this sequence will occur where a requirement of four (4) hours or more between 11 PM and 7 AM becomes known after 10 PM. Under these circumstances, voluntary overtime assignments are filled by HO's first, RDO X/VAC X second, and then by ECI.

For purposes of this procedure a Detective completing an afternoon tour on a day prior to his RDO or Vacation shall be considered eligible for an RDO X or VAC X on the night following that afternoon tour. A Detective scheduled to work a night tour on the day following his RDO or Vacation shall be considered eligible for an RDO X or VAC X on the afternoon tour of the day preceding the night tour.

III. MAINTENANCE OF CHARTS

A. Equalization Chart

1. The Chart will cover a one-year period and will begin with zero hours on January 1 of each year.
2. Actual overtime hours worked will be updated in accordance with Section 1, Paragraph B hereof.
3. Where a Detective is called and there is no answer, a notation shall be made on the chart.

B. Availability Chart

1. The availability list will be updated daily Monday through Friday of each week and will contain the names of those individuals interested in working any category of voluntary overtime.
2. A Detective interested in working on an RDO VAC X must indicate so at least two days before the RDO or vacation day in question.
3. A Detective interested in an HO or an ECI shall indicate this intention by 10 AM of the same day for an HO and 2 PM of the previous day for an ECI.

IV. REMEDY FOR PROCEDURAL VIOLATION

If a Detective who has in accordance with this procedure expressed advanced interest in working a voluntary overtime assignment is bypassed in violation of this Procedure due to a misapplication of this Procedure, the Port Authority in its sole discretion will either remunerate the Detective (make whole) or afford the Detective the opportunity to work an equivalent overtime assignment not normally filled on an overtime basis at a date and time mutually acceptable to the Commanding Officer and Detective for the equivalent amount of hours at the equivalent rate of pay. Whenever practicable this equivalent overtime assignment shall be completed during the pay period in which the error was confirmed by the Public Safety Department. This paragraph sets forth the only remedy(s) for an overtime by-pass violation.

**OTHER LETTERS OF AGREEMENT #2 – INFORMATION BULLETIN NO. 11, DATED 3/3/65**

Call-Ins

Under the overtime policy, each Service C employee is guaranteed four hours of overtime for a call-in on an RDO. Call-in guarantees also apply to situations where an employee is called in between regularly scheduled tours and released prior to the start of his regular tour. Where a call-in is such that it is contiguous to a regularly scheduled tour, no guarantee is applied and the hours worked in excess of the regularly scheduled tour are overtime hours. (e.g., if an employee is scheduled to work from 8:00 A.M. to 4:00 P.M. and he is called in at 6:00 A.M. and worked until 4:00 P.M., he is credited with two hours of overtime.) No schedule change premiums are paid where overtime is worked either before or after working a regularly scheduled tour.

**Overtime Provisions**  
**Port Authority Field Maintenance Supervisors Association (FM),**  
**USWU, IUJAT – Local 111M**  
***Memorandum of Agreement dated 1/1/2003 – 12/31/2007***

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**ARTICLE VII. OVERTIME**

- A. Work day hours in excess of eight (8) hours at straight time rates shall be paid at overtime rates computed at the rate of one and one-half (1½) times the Maintenance Supervisor's hourly rate of pay as obtained by dividing by eighty (80) the total base bi-weekly salary payable to a Maintenance Supervisor as set forth in Appendix B.
- B. A Maintenance Supervisor required to work on a scheduled day off will be guaranteed four (4) hours work at overtime rates. If such Maintenance Supervisor works more than four (4) hours on such a scheduled day off, that Supervisor shall receive payment at overtime rates for all time worked.
- C. Maintenance Supervisors who work an additional hour during a shift due to the annual change from daylight savings time to standard time will be compensated for such additional hour at overtime rates. Maintenance Supervisors who work an hour less on a shift due to the annual change from standard time to daylight savings time will have the option to leave at the conclusion of the abbreviated shift and be charged one (1) hour compensatory time, or, remain and work a full eight (8) hours.

**ARTICLE VIII. ON CALL PAYMENT**

Consistent with the concept of "on call" payment as provided for under the Fair Labor Standards Act (FLSA), Maintenance Supervisors placed on an "on call" status by the Facility Manager and or his designee will receive one (1) hour of pay at his overtime rate of pay for each eight (8) hour block of time or part thereof for the purposes of this paragraph. "On call" is defined as an off duty Maintenance Supervisor being responsible to respond to and resolve off-hour calls. If required to report to work, overtime payment in accordance with Section VII, Overtime, of this Memorandum of Agreement shall be made in addition to the "on call" payment enumerated herein.

**ARTICLE XVIII. HOLIDAYS**

- B. Maintenance Supervisors who work on one of the dates as set forth in the official holiday schedule as published by the Human Resources Department, shall have the option of either receiving overtime compensation at the rate of time and one-half (1½) of their regular rate of pay, in addition to the eight (8) hours of holiday pay at straight time rates, or overtime compensation at the rate of time and one-half (1½) of their regular rate of pay, plus a substitute day off.

**ARTICLE XXXII. COMPENSATORY TIME**

- A. Each Maintenance Supervisor will be afforded the option to accumulate up to two hundred (200) hours in a compensatory time bank in lieu of receiving overtime pay in cash. Compensatory time shall accrue at the rate of one and one-half (1½) hours for each hour of overtime worked. No compensatory time shall accrue after the maximum compensatory time bank limitation of 200 hours is reached and any subsequent overtime shall be paid in cash

FM Overtime Provisions

D. Maintenance Supervisors shall have the option to designate overtime worked to be included in their compensatory banks on a daily basis. Any overtime hours worked that have not been specifically designated to be included in a Maintenance Supervisor's compensatory time bank shall be paid in cash.

**Overtime Provisions**  
**Port Authority Field Operations Supervisors Association (FS),**  
**USWU, IUJAT – Local 111S**  
***Memorandum of Agreement dated 1/1/2003 – 9/30/2007***

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**ARTICLE VI. CONTRACTUAL OVERTIME**

- A. Work day hours in excess of an Operations Supervisor's workday, as established by his assigned work schedule, shall be paid at overtime rates computed at the rate of one and one-half (1½) times the Operations Supervisor's hourly rate of pay as obtained by dividing by eighty (80) the total base bi-weekly salary payable to an Operations Supervisor as set forth in Appendix B.
- B. When an Operations Supervisor works a scheduled day off, that Supervisor shall receive overtime rates for all hours worked, but in no event receive less than four (4) hours of pay at overtime rates when assigned to work an eight (8) hour tour on overtime; five (5) hours of pay at overtime rates when assigned to work a ten (10) hour tour on overtime or six (6) hours of pay at overtime rates when assigned to work a twelve (12) hour tour on overtime. Under no circumstances will an Operations Supervisor who works on a scheduled day off receive less than four (4) hours of pay at overtime rates.
- C. Operations Supervisors who work one (1) additional hour during a shift due to the annual change from daylight savings time to standard time will be compensated for such additional hour at overtime rates. Operations Supervisors who work one (1) hour less on a shift due to the annual change from standard time to daylight savings time will have the option to leave at the conclusion of the abbreviated shift and can be charged one (1) hour compensatory time, or, remain and work his full scheduled tour of duty.
- D. The procedure for Equalization of Voluntary Overtime Assignments is set forth in Section XXXII of this Memorandum of Agreement and the procedure for Compulsory Overtime is set forth in Section XXXIII of this Memorandum of Agreement.

**ARTICLE VII. SCHEDULE CHANGE PREMIUM**

- C. Schedule Change Premiums are not payable for early call-ins where the hours of additional work are contiguous to the Operations Supervisor's posted shift. For example, an Operations Supervisor who is scheduled to work from 8 a.m. to 4 p.m. and is called in to start at 6 a.m. and finish at 4 p.m. will earn two (2) hours of overtime but will not receive a Schedule Change Premium. However, when overtime work in excess of five and one-half (5½) hours is performed by an Operations Supervisor who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four (4) consecutive hours off before he starts his next normal shift. For example, if the Operations Supervisor works from midnight until 6 a.m. and is scheduled to work the 8 a.m. to 4 p.m. shift, he receives two (2) hours of excused time and starts his shift at 10 a.m.

**ARTICLE VIII. ON CALL PAYMENT**

Consistent with the concept of "on call" payment as provided for under the Fair Labor Standards Act (FLSA), Operations Supervisors placed on an "on call" status by the Facility Manager and/or his designee will receive one (1) hour of pay at his overtime rate of pay for each eight (8) hour block of time or part thereof. For the purposes of this paragraph, "on call" is defined as an off duty Operations Supervisor being responsible to respond to and resolve off-hour calls. If required to report to work, overtime payment in accordance with Section VI, Contractual Overtime, of this Memorandum of Agreement shall be made in addition to the "on call" payment enumerated herein.

## ARTICLE XVIII. HOLIDAYS

B. Operations Supervisors who work on one of the dates as set forth in the official holiday schedule as published by the Human Resources Department, shall have the option of either receiving overtime compensation at the rate of time and one-half (1½) of their regular rate of pay, in addition to the eight (8) hours of holiday pay at straight time rates, or overtime compensation at the rate of time and one-half (1½) of their regular rate of pay, plus a substitute day off.

## ARTICLE XXXII. EQUALIZATION OF VOLUNTARY OVERTIME ASSIGNMENTS

### A. Policy

1. This policy outlines the procedures to be followed for the equitable distribution of voluntary overtime. It establishes a procedure for recording actual overtime hours worked and identifying the Operations Supervisor to be offered a voluntary overtime opportunity.
2. Voluntary overtime will be offered in accordance with this procedure and is defined as an overtime assignment which is: 1) not ordered pursuant to Section XXXIII of this Memorandum of Agreement or, 2) need not be assigned to a particular Operations Supervisor. Overtime assigned to a particular employee shall include, but shall not be limited to, overtime associated with attendance at hearings when called as a Port Authority witness, training, and continuation of a project or overtime, which must be assigned to a particular employee because of his special skills. All voluntary overtime will be offered and distributed in accordance with the procedures below:

### B. Procedures

1. Overtime will be offered to Operations Supervisors in the ascending order of their total overtime in accordance with the sequence listed below:
  - a) Assignments of Eight (8) or More Hours\*
    1. Employees on an RDO.
    2. "Split tours" - Combination of Holdover (HO) and Early Call-In (ECI);
    3. "Double tours" - Full tour HO or full tour ECI.
    4. Employees on Holiday or Vacation.
    5. If unable to cover overtime within a specific work unit, (i.e., Security unit), the overtime will be offered to an Operations Supervisor with the lowest overtime hours at the same level in a different unit at the same facility.
    6. If unable to fill, it may be offered to an Operations Supervisor in a higher job class in ascending order within the unit at the same facility with the lowest overtime hours.
    7. Overtime may be offered to an Operations Supervisor in a job class in ascending order outside the unit at the same facility with the lowest overtime hours.

\*Employees may not work in a higher Operations Supervisor job class (for example, an FS3 may not cover an FS5).

b) Assignments of Four (4) Hours or Less\*

1. Holdover or Early Call In.
2. If unable to cover overtime within a specific work unit, (i.e., Security unit), the overtime will be offered to an Operations Supervisor at the same level in a different unit at the same facility with the lowest overtime hours.
3. If unable to fill, it may be offered to an Operations Supervisor in a higher job class in ascending order within the unit at the same facility with the lowest overtime hours.
4. Overtime may be offered to an Operations Supervisor in a higher job class in ascending order outside the unit at the same facility with the lowest overtime hours.

c) Assignments of More than Four (4) Hours\*

1. Combination of Holdover and Early Call In.
2. Holdover or Early Call In.
3. If unable to cover overtime within a specific work unit, (i.e., Security unit) the overtime will be offered to an Operations Supervisor at the same level in a different unit at the same facility with the lowest overtime hours.
4. If unable to fill, it may be offered to an Operations Supervisor in a higher job class in ascending order within the unit at the same facility with the lowest overtime hours.
5. Overtime may be offered to an Operations Supervisor in a higher job class in ascending order outside the unit at the same facility with the lowest overtime hours.

\*Employees may not work in a higher Operations Supervisor job class (for example, an FS3 may not cover an FS5).

C. When an Operations Supervisor works on a scheduled day off, that employee shall receive overtime rates for all hours worked, but in no event receive less than four (4) hours of pay at overtime rates when assigned to work an eight (8) hour tour on overtime; five (5) hours of pay at overtime rates when assigned to work a ten (10) hour tour on overtime or six (6) hours of pay at overtime rates when assigned to work a twelve (12) hour tour on overtime. Under no circumstances will an Operations Supervisor who works on a scheduled day off receive less than four (4) hours of pay at overtime rates.

D. Records

1. On the first day of each calendar year, all employees shall begin at zero overtime hours. Voluntary overtime assignment selection on January 1<sup>st</sup> of each year will be based on class seniority, within each unit and job title/classification. If two (2) or more Operations Supervisors have the same number of hours, the employee with the greatest class seniority will be called first. Operations Supervisors who are assigned to a unit after the initial overtime roster has been constructed will be credited for overtime hours based upon the average number of hours charged to members of the classification, up to their date of the assignment.
2. Overtime assignments will be offered to all qualified Operations Supervisors on the roster in ascending order of their total overtime hours worked in accordance with this procedure. Each unit shall maintain a daily record of all overtime hours offered and worked by each employee in that unit. All overtime will be assigned and accounted for in minimum increments of fifteen (15) minutes. A current copy of the daily record and overtime roster shall be available at all times for inspection and review by Operations Supervisors within the unit and shall be utilized when making voluntary overtime assignments.

E. Accounting for Overtime

1. An overtime roster/chart that reflects the amount of daily overtime worked by each Operations Supervisor shall be maintained, and updated daily. Overtime includes all overtime worked. When overtime is offered via telephone, Operations Supervisors will be given ten (10) minutes to respond to the overtime offer and thereafter the overtime will be offered to the next person on the list. Instances of "no answer", "not at home", or machine answered calls will be recorded to indicate an unsuccessful attempt to contact the employee.

F. Definitions

1. Early Call-In (ECI)

An Early Call In is an overtime assignment which is adjacent to and immediately precedes and extends an employee's regularly scheduled tour of duty and which results in no break in time between the conclusion of the overtime and the start of the regularly scheduled tour of duty.

3. Holdover (HO)

A Hold Over is an overtime assignment which is adjacent to and immediately follows and extends an employee's regularly scheduled tour of duty which results in no break in time between the conclusion of the regularly scheduled tour of duty and the start of the overtime assignment.

**ARTICLE XXXIII. COMPULSORY OVERTIME**

A. Ordered overtime shall include overtime required due to: a) failure of essential equipment or systems; b) conditions that result from actual or threatened weather conditions or other natural disasters or similar emergencies; c) any other situation which in the judgment of the authorized person ordering overtime may affect the safe operation of a facility or endanger persons or property; d) events which present an immediate threat to health or safety of people or the operation or physical integrity of the facility, including but not limited to bomb threats, mass casualty accidents/incidents, aircraft disasters, blackouts; e) the establishment or maintenance of minimum staffing and/or manning levels.

B. If there are an insufficient number of Operations Supervisors volunteering for overtime required as a result of the conditions described above, overtime may be ordered. Overtime shall be ordered in the following sequence:

1. Operations Supervisors working the tour beginning with the employee with the lowest overtime hours.
2. Operations Supervisors on a Regularly Scheduled Day Off (RDO) beginning with the employee with the lowest overtime hours.
3. Operations Supervisors on holiday or vacation beginning with the employee with the lowest overtime hours.
4. Operations Supervisors on RDO, vacation or holiday must be personally contacted by the employer and ordered to report to duty.
5. Operations Supervisors refusing to work a compulsory overtime assignment due to a personal emergency (i.e., sickness or death in family, childcare obligation), upon substantiating the emergency, will not be subject to discipline.

**ARTICLE XXXIV. COMPENSATORY TIME**

A. Each Operations Supervisor will be afforded the option to accumulate up to two hundred (200) hours in a compensatory time bank in lieu of receiving overtime pay in cash. Compensatory time shall accrue at the rate of one and one-half (1½) hours for each hour of overtime worked. No compensatory time shall accrue after the maximum compensatory time bank limitation of 200 hours is reached and any subsequent overtime shall be paid in cash.

D. Operations Supervisors shall have the option to designate overtime worked to be included in their compensatory banks on a daily basis. Any overtime hours worked that have not been specifically designated to be included in an Operations Supervisor's compensatory time bank shall be paid in cash.

**ARTICLE XLVIII. MILEAGE ALLOWANCE**

C. Upon the execution of this Memorandum of Agreement, Operations Supervisors identified as Instructors or Training personnel, required to set-up training, provide, participate in, and/or receive training, at facilities other than their assigned Port Authority facility, will receive an additional two (2) hours of pay at overtime rates. Mileage and meal reimbursement for this travel will remain in effect.

**Overtime Provisions**  
**International Brotherhood of Electrical Workers (IBEW)**  
***Memorandum of Agreement dated 6/4/2002 – 6/3/2006***

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**ARTICLE XII. HOLIDAYS**

4. If an employee in the covered membership is required to work overtime hours in excess of his normal schedule on one of the nine holidays enumerated above, those hours shall be paid at the rate of two times their base hourly wage.

**ARTICLE XV. OVERTIME**

1. An initial overtime roster will be compiled at the beginning of each calendar year according to classification seniority within each title. Employees who are assigned to a unit after the initial overtime roster has been constructed will be credited for equalization purposes with the average number of hours charged to members of the classification.

2. Non-Scheduled Overtime

When it is necessary for an employee to work overtime on a nonscheduled basis, the availability of those to be selected will be limited to those actually working at the time the overtime is required. Employees will be asked to work based on the lowest amount of overtime charged by those available at the time. Each employee may have the option of refusing the overtime. In the event all the employees refuse, the employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for a substitute.

The only exception to this will be overtime that will be worked as a continuation of a project being done during the regular tour. In this event, those employees working on the project will continue to do so if a change in staff would impede the completion of the task, even if it requires subsequent days of work including regular days off.

3. Scheduled overtime

On those occasions when overtime work can be planned, supervisors shall request employees to work the scheduled overtime, such requests to be made to such employees in the inverse order of overtime charged for that year. This would include employees not immediately available who might have to be contacted by telephone. Employees will have the option as to whether or not they elect to work the scheduled overtime.

4. Accounting for Overtime

An overtime roster, maintained by the unit supervisor, which reflects the amount of overtime charged to each employee, shall be kept current. Charged overtime is the sum of the overtime worked by the employee plus the amount of overtime refused by the employee for the year in question.

5. Standby

Whenever an employee is directed to standby at his home or facility, he will be paid for all hours he is required to standby.

6. Canceling Postponing and Re-scheduling Overtime

For scheduled work (other than snow) which is not a continuation of a tour, an employee who is scheduled to work in a situation which could require the payment of overtime will in all such cases work a minimum of four hours.

7. Snow Emergency Procedures

- (a) Where a facility posts snow emergency work schedules ("A" shift-hours between 8:00 P.M. to 8:00 A.M.) employees scheduled to work the "A" shift who are changed to the "B" shift would receive a Schedule Change Premium. The same would apply to an employee normally scheduled to work the "B" shift who would be subsequently changed to the "A" shift.
- (b) If an employee is required to call in during snow conditions, on a continuing basis, and is not required to report in connection with the snow schedule, he will be compensated to the extent of four (4) hours of standard time.
- (c) Employees who are granted excused time in connection with snow removal operations will have these hours credited as hours worked in lieu of call-in premiums.
- (d) When called in for snow duty, an employee will perform the work of his trade only insofar as it is incidental to the snow emergency.
- (e) When a snow emergency is deemed to be ended by the Supervisor in charge of the snow operation, an employee may be required to perform the work of higher trade.

8. Roster Responsibility

- (a) Overtime rosters should be available for review and should be kept current. This responsibility will be charged to the unit supervisor. In the event that the proper employee is not given the opportunity to work an overtime job by management, then that employee shall receive four hours pay as restitution.
- (b) As provided in Section VII hereof, no shift differentials shall be paid for any hours for which an employee in the covered membership is compensated at overtime rates, except as provided by applicable law.

9. Compensatory Time

The present practice concerning compensatory time shall continue. The maximum number of overtime hours which can be banked by an employee in the covered membership shall be 200 and such hours will be limited to those hours actually worked in excess of 40 in a seven consecutive day period.

Employees in the covered membership will have the option to cash in all or part of the compensatory time bank at stated times during each quarter of the calendar year.

**ARTICLE XXIV. MISCELLANEOUS**

24. Daylight Savings Time

Those shift workers who are required to work a nine (9) hour tour when the clock is set back from Daylight Savings Time to Eastern Standard Time, shall receive one (1) hour of compensation at overtime rates.

40. Facility Discussions

The Port Authority agrees that the IBEW and Port Authority facility managers can agree to modify current policy and procedure regarding facility overtime equalization and snow removal.

**EXHIBIT J – WORK SCHEDULES - PAY PLAN C (NON-POLICE) EMPLOYEE, PA1 20-3.07, REVISED 5/23/72**

II. Policy

- E. 2. d. Regular days off indicated in the work schedule may not be changed with less than 30 days' notice. (15 days for TWU classes). Employees required to work on such days shall be compensated on a normal overtime basis regardless of the particular tour to which they are assigned.
- H. 3. Work schedule change premiums do not apply to call ins (see Par. I, below) where the hours of additional work are contiguous to the employee's posted tour. For example, an employee who is scheduled to work from 8 A.M. to 4 P.M. is called in to start at 6 A.M. and finish at 4 P.M., will earn two hours of overtime but will not receive a schedule change premium.
- I. Overtime for Call-in from Off-Duty Status
  - 1. When an employee is called in to work outside of his normal work schedule, he receives overtime pay in accordance with the provisions of the Premium Overtime Compensation Policy. Since no work schedule change is involved in such instances, the employee does not receive a work schedule change premium. However, when overtime work in excess of five and one-half hours is performed by an employee who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four consecutive hours off before the employee starts his next normal tour. For example, if the employee works from midnight until 6 A.M. and is scheduled to work the 8 A.M. to 4 P.M. tour, he receives two hours of excused time and starts his tour at 10 A.M.

**EXHIBIT M – DISTRIBUTING OVERTIME WORK ASSIGNMENTS, OPI 20-3x.11, REVISED 5/23/72**

I. Introduction

This instruction outlines the responsibility of management for distributing overtime work on an equitable basis and suggests how such equitable treatment might be achieved.

II. Policies

- A. Overtime work -- both with respect to opportunities and actual hours worked should be offered on an equal distribution basis to all permanent and project employees in the work unit (i.e., facility, division, section, group) who are available and qualified to undertake the work involved, insofar as this is possible and consistent with efficient and economical operations. Overtime in connection with a snow emergency may be recorded and equalized separately from other overtime.
- C. Temporary employees are not normally considered in distributing overtime work unless an emergency exists, permanent employees are not available, the temporary employees possess specific skills that are required and are not otherwise available. Permanent employees temporarily assigned a facility or, division (e.g., CMS personnel, such as Bridge Painters as to a facility for the winter months) should be included equitably in overtime assignments.
- D. Appropriate records must be kept by management, in sufficient detail to assure the fair parceling-out of overtime work assignments.

III. Assignment of Responsibilities

- A. Unit and group supervisors are responsible for distributing and recording overtime work assignments in accordance with the above policies, based on the needs of their operations and on the relevant circumstances.
- B. Department directors, facility managers and division heads are responsible for periodically reviewing the overtime work records maintained by their subordinate supervisors to insure that their personnel are being treated equitably and consistent with the policies and operating requirements of the Port Authority.
- C. The Personnel Director is responsible for assuring that the policies regarding distribution of overtime work are being effectuated.

IV. Documenting Decisions

While no procedure or form is prescribed for supervisors to record overtime work opportunities offered and declined, the Overtime Work Roster, form PA-2602, is available to them for their use. A procedure similar to that which follows is suggested for use with the Overtime Work Roster.

- A. Form PA 2602 provides a place to list all personnel in a unit together with the dates overtime work was offered and the action taken. Since equitable treatment includes not only opportunities, but the number of overtime hours worked on both holidays and non-holidays, space is available to record hours worked by appropriate coding devices (e.g., "5" could indicate 5 overtime hours on a non-holiday, while "(5)" could be 5 holiday overtime hours).
- B. At appropriate, intervals, but not less frequently than once a month, supervisors should review their Overtime Work Rosters to determine whether any employee eligible for overtime work has not received a fair share of opportunities and hours.
  - 1. If this should occur, the supervisor should try to select that employee for the next available overtime assignment.
  - 2. However, if the supervisor has not selected that employee for overtime for some special reason, and does not expect to select him for normal overtime work in the immediate future, he should note his reasons in a "memo to file," and date and sign the memo. This memorandum, together with the Overtime Work Roster, should also be available for review by higher managerial levels.

**Overtime Provisions**  
**The Port Authority Lieutenants Benevolent Association (LBA)**  
***Memorandum of Agreement dated 1/21/2003 – 1/20/2010***

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**ARTICLE VI. PREPARATION TIME ALLOWANCE**

1. During the term of this Memorandum of Agreement, each Police Lieutenant except Detective Lieutenants (Job Spec 26161), as enumerated in Paragraph 3 below, will receive compensation at overtime rates for fifteen minutes of preparation time for each eight-hour tour of duty in which eight hours or more of actual time worked (exclusive of preparation time) is reflected on his daily time card and/or successor daily timekeeping document as "Total Hours Worked". Such preparation time shall be overtime and payment for such time in the form of cash or banked compensatory time shall be in accordance with provisions of Section XIV of this Memorandum of Agreement.

**ARTICLE XIII. WORK CHARTS; TOURS OF DUTY; REGULAR DAYS OFF**

4. At the end of any calendar year in which a Police Lieutenant has received fewer than 120\* regular days off, the number of regular days off received by such Police Lieutenant shall be subtracted from 120\* and with respect to any resulting day or days he shall receive an additional 12 hours compensatory time or cash payment, at overtime rates, to the extent he has not already received compensatory time or overtime payment with respect to such day or days. (\*121 for Police Lieutenants assigned to the administrative chart.)

5. The standards established in this Section XIII for work charts shall not preclude any Police Lieutenant from being required to work, for such reasons as overtime requirements on any day scheduled in his chart as a regular day off.

**ARTICLE XIV. OVERTIME; COMPENSATORY TIME**

1. Overtime shall be earned and paid to a Police Lieutenant, unless applied to compensatory time purposes as set forth below, at the rate of one and one-half (1-1/2) times the amount computed by dividing by eighty (80) the total of the base bi-weekly salary and the base bi-weekly longevity, payable to such Police Lieutenant as set forth in the schedules annexed hereto as Appendices "A(1)", "A(2)", "A(3)", "A(4)", "A(5)" and "A(6)" respectively.

2. Overtime worked shall be applied first to the reduction of any negative compensatory time balance on an hour-for-hour basis, and then to replenish any compensatory time bank up to the hourly maximum designated in accordance with Paragraph 6 hereof.

3. Overtime not applied to compensatory time purposes shall be paid in cash at overtime rates to a Police Lieutenant whose eight-hour tour of duty is extended (exclusive of preparation time) either prior to or after any eight-hour tour of duty for all additional time worked by reason of such extension and shall be computed in quarter-hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. Compensation or compensatory time credit at overtime rates shall not be provided if, after an early call-in prior to his scheduled eight-hour tour of duty, a Police Lieutenant is afforded and accepts the option to terminate his tour of duty after 8 hours worked (exclusive of preparation time). However, the Police Lieutenant shall have the option to continue to work to complete the entire extended tour of duty and receive overtime payment in accordance with this Section.

4. Overtime not applied to compensatory time purposes shall be paid in cash at overtime rates when a Police Lieutenant is required to work on a scheduled day off which is not rescheduled at the request of the Police Lieutenant or by reason of promotion, reassignment or mandatory attendance at training programs. If such a Police Lieutenant works a full tour of duty on such regularly scheduled day

off, he shall receive payment for such time at overtime rates for eight hours work (exclusive of preparation time). If such a Police Lieutenant works more or less than a full tour of duty on such regularly scheduled day off, he shall receive payment at overtime rates for all time worked from the actual commencement of his tour of duty (exclusive of any preparation time), computed in quarter hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. In addition to the above payments, the Police Lieutenant shall receive an additional hour's pay at his appropriate hourly base pay for up to eight hours actually worked on a regularly scheduled day off which is either an official police holiday pursuant to Section XVII of this Memorandum of Agreement, or Christmas Eve or New Years Eve.

5. A Police Lieutenant required to work on a scheduled day off which is not rescheduled at the request of the Police Lieutenant or by reason of promotion, reassignment or mandatory attendance at training programs, or who is called into work between regularly scheduled tours, will be guaranteed four hours work at overtime rates. This guarantee shall not apply to the extension of a scheduled tour of duty either prior to its scheduled commencement or after its scheduled termination. Any such extension shall be considered overtime and be paid at overtime rates as set forth in Paragraph 1 hereof.

6. Each Police Lieutenant shall be afforded the option, subject to the provisions of this Paragraph and Paragraph 2 hereof, to accumulate up to four hundred fifty (450) hours in a compensatory time bank in lieu of receiving overtime pay. Each Police Lieutenant exercising this option may, but only in the even numbered pay periods of each year, designate or redesignate a maximum number of hours (not to exceed 450 such hours) to be included in his compensatory time bank. Compensatory time not applied to reduce negative compensatory time balances shall accrue at the rate of one and one-half (1-1/2) hours for each one hour of overtime worked. No compensatory time shall accrue after the designated maximum hourly limitation is reached, and any subsequent overtime shall be paid in cash. If by reason of a redesignation of maximum hours to be banked, the number of hours in a Police Lieutenant's compensatory time bank exceeds the new hourly maximum, the Police Lieutenant shall receive payment in cash at straight time rates for all hours in excess of the new maximum. Accumulated compensatory time may be taken off in accordance with policies established in Appendix "B" annexed hereto. If for any reason pursuant to Law compensatory time cannot be continued, or upon retirement or other separation, all hours accrued in a Police Lieutenant's compensatory bank shall be paid at straight time rates.

7. Except for preparation time allowance if the Police Lieutenant is otherwise eligible therefore pursuant to Section VI of this Memorandum of Agreement, no payment at overtime rates shall be made by reason of the mutual exchange of regular days off between Police Lieutenants unless overtime is worked in connection therewith. All such mutual exchanges shall be subject to the advance approval of the Facility Police Commanding Officer or his designee and shall not be unreasonably denied.

8. Once a mutual exchange is approved, it shall be treated as a change in schedule and considered as part of his regular work schedule.

9. Police Lieutenants who work an additional hour on a tour of duty due to the annual change from daylight savings time to standard time will be compensated for such additional hour at overtime rates. Police Lieutenants who work an hour less on a tour of duty due to the annual change from standard time to daylight savings time will have the option to leave at the conclusion of the abbreviated tour and be charged one hour compensatory time, or, remain and work a full eight hours and, in either event, will receive preparation time allowance notwithstanding, provided the Police Lieutenant is otherwise eligible therefore pursuant to Section VI of this Memorandum of Agreement.

10. A Police Lieutenant assigned to report to a non-Port Authority location or a Facility Police Command other than his assigned Facility Police Command for Port Authority medical examinations and/or training will be compensated at his base daily rate or overtime rate where applicable, plus mileage reimbursement for travel expense between such non-Port Authority location or a Facility Police Command and his assigned Facility Police Command in accordance with the allowances set forth in Section XLVIII of this Memorandum of Agreement.

11. In the event the provisions of the Fair Labor Standards Act (FLSA) become applicable to members of the Lieutenants Benevolent Association, the parties agree to meet and negotiate over all mandatory subjects of bargaining arising out of the applicability of the FLSA to members of the Lieutenants Benevolent Association.

12. Overtime payments shall be made only in circumstances where overtime work is incurred in accordance with existing Public Safety Department policy or procedures or where such work is required by authorized Public Safety Department personnel.

13. Any Police Lieutenant may be ordered to work overtime under any of the following circumstances: a) failure of essential equipment or systems where there is urgency to restore essential services or systems; or b) conditions resulting from accidents, floods, fires, natural disasters, or other similar emergencies; or c) public functions, VIP arrivals and departures, strikes, picketing or other unusual events; or d) special events that are not a result of normal roll call deficiencies; or e) occasions when crowds may gather; or f) threatened or actual adverse weather conditions; or g) any other situation which in the judgment of the authorized person ordering overtime may affect public safety or may endanger persons or property, subject to subsequent review by the Superintendent of Police; or h) participation in annual medical examinations or mandatory training programs; or i) notwithstanding any of the circumstances enumerated in (a) through (h) above, the Superintendent of Police shall have the right to order Police Lieutenants to work overtime in establishing minimum staffing and/or manning levels of the Department; or j) notwithstanding any of the circumstances enumerated in a) through i) above, the Superintendent of Police shall have the right to order Police Lieutenants to work overtime because of their special training or other skills; or k) on a holdover or early call in basis for that Police Lieutenant's appearance in court.

14. Prior to the date of execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Appendix "I" annexed to the July 21, 1991 - January 20, 2003 Memorandum of Agreement between the Port Authority and the Association. Effective on the date of execution of this Memorandum of Agreement voluntary overtime will be in accordance with the procedure set forth in Appendix "I", annexed hereto.

## **ARTICLE XVIII. VACATION**

2. If a Police Lieutenant is required to work for other than disciplinary reasons on a vacation day and if such vacation day is not rescheduled at the Police Lieutenant's request, such Police Lieutenant shall be paid at overtime rates.

## **ARTICLE XXVII. DISCIPLINE**

i. (i) If a Police Lieutenant is administratively suspended, disciplinary charges must be filed against the Police Lieutenant no later than one hundred and twenty days after the first day of that suspension to continue him on administrative suspension. If the disciplinary charges are not filed within that period, the Police Lieutenant shall be removed from administrative suspension no later than the end of the one hundred and twenty day period and he shall receive payment with respect to the period of his administrative suspension in an amount based upon an estimate of missed opportunities to earn overtime during his administrative suspension. The estimate shall be determined as provided in the next paragraph.

(ii) A Police Lieutenant against whom disciplinary charges have been filed and who has been administratively suspended but who has not been dismissed from employment shall receive payment of an amount based on an estimate of his missed opportunities to earn overtime during that administrative suspension. The estimate shall be determined as follows:

First, an initial estimate shall be determined by use of the following formula:

$$\frac{a}{b} = \frac{c}{d}$$

where "a" is the average overtime earned per pay period by the suspended Police Lieutenant during the seventy-eight (or the actual number if less than seventy-eight) pay periods immediately prior to the pay period during which his suspension commenced;

"b" is the average overtime earned per pay period per Police Lieutenant during those seventy-eight (or the actual number if less than seventy-eight) pay periods at the Police Command to which the suspended Police Lieutenant was assigned during that period. If the Police Lieutenant was assigned to more than one Police Command during that period, then the average overtime for the period shall be determined by using average overtime earned per Police Lieutenant at each Police Command to which the Police Lieutenant was assigned during that period for the pay periods he was assigned to that Police Command;

"c" is the initial estimate of the Police Lieutenant's missed overtime earned per pay period to be determined, and

"d" is the average overtime earned per pay period per Police Lieutenant at the Police Command to which the suspended Police Lieutenant is assigned during the same pay periods of the Police Lieutenant's administrative suspension.

Upon determination of "c", that amount shall be multiplied by the number of pay periods that the Police Lieutenant was on administrative suspension, provided that any pay period during that suspension in which the Police Lieutenant was absent due to sickness or injury incurred in the line of duty on at least half of his scheduled work days shall not be used in that multiplication. Then, from that amount shall be subtracted from all overtime if any earned by the Police Lieutenant. The resulting balance shall be paid to the Police Lieutenant for missed overtime.

- j. If a Police Lieutenant who is suspended without pay is changed to administrative suspension or returned to full duty he shall receive payment of his full pay for the period during which he was suspended without pay except payment for missed overtime opportunities. If such Police Lieutenant is not dismissed from employment the calculation of missed overtime opportunities shall be made in accordance with the method set forth in paragraph i (ii), above, except that the period of suspension shall include the period during which the Police Lieutenant was suspended without pay.

#### **ARTICLE XXXIV. MISCELLANEOUS**

7. A maximum of four hours compensation at overtime rates shall be paid for each initial off-duty enforcement action leading to an arrest to cover the arrest and booking process. All other off-duty police related activities including but not limited to rescue functions shall be covered by all benefits outlined in the Memorandum of Agreement. The Superintendent of Police will determine whether the actions were appropriate police actions and therefore compensable under the second sentence of this paragraph and his decision is not subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement.

#### **APPENDIX C**

This Appendix applies whenever there are fewer than eight hours between the consecutive overtime hours worked and the next scheduled tour of duty.

Work twelve (12) hours overtime - If not required for Court Appearance, the Police employee has the option to work his regular tour or take eight (8) hours

Work thirteen (13) hours overtime - To be excused with pay one (1) hour and charged seven (7) hours Compensatory Time.

Work fourteen (14) hours overtime - To be excused two (2) hours with pay and charged six (6) hours Compensatory Time.

Work fifteen (15) hours overtime - To be excused three (3) hours with pay and charged five (5) hours Compensatory Time.

Work sixteen (16) hours overtime - To be excused four (4) hours with pay and charged four (4) hours Compensatory Time.

## **APPENDIX I – VOLUNTARY OVERTIME ASSIGNMENT PROCEDURE FOR POLICE LIEUTENANTS**

### **I. Policy**

- A. Overtime assignments will be authorized in accordance with Section XIV of the memorandum of Agreement.

This procedure shall be utilized to identify the appropriate Police Lieutenant for a voluntary overtime work assignment.

Voluntary overtime is an overtime assignment which is not ordered or which need not be assigned to a particular Police Lieutenant. Some examples of overtime which would not be governed by this procedure are overtime ordered pursuant to Section XIV, Paragraph 13, of the Memorandum of Agreement, preparation time or overtime required in connection with training, arrest, or appearances at court or before administrative bodies.

- B. Selection of a Police Lieutenant for an overtime assignment will be from an overtime equalization list based on the Daily Police Timekeeping System Overtime Distribution-Year to Date computer printout updated on a daily basis, in accordance with this procedure. At the beginning of each calendar year, all Police Lieutenants shall return to zero (0) overtime hours. Overtime assignment selection on January 1 of each year will begin in accordance with seniority as a Lieutenant as defined in Document "B", Section II.
- C. Police Lieutenants must express advance interest in working Regular Day off Cancellation (RDOX) or Vacation Cancellation (VACX). RDOX and VACX have equal standing under the procedure. All Lieutenants will be deemed available to Holdover (HO) and Early Call In (ECI) at their assigned facility police commands, except that Lieutenants who are available to holdover (HO) and early call in (ECI) at other than their assigned facility police commands or other locations must also express advanced interest at the Central Police Desk.

### **Early Call In (ECI)**

An Early Call In is an overtime assignment which is adjacent to and immediately precedes and extends a Police Lieutenant's regularly scheduled tour of duty and which results in no break in time between the conclusion of the overtime and the start of the regularly scheduled tour of duty.

Holdover (HO)

A Hold Over is an overtime assignment which is adjacent to and immediately follows and extends a Police Lieutenant's regularly scheduled tour of duty which results in no break in time between the conclusion of the regularly scheduled tour of duty and the start of the overtime assignment.

- D. Police Lieutenants with the least amount of overtime shall be solicited first, subject to the procedure in Section I. hereof for the assignment. In the event the Police Lieutenant with the lowest amount of overtime declines, the Police Lieutenant with the next lowest amount shall be solicited and so on, until all interested Police Lieutenants have been canvassed. If two or more Police Lieutenants have the same number of hours, the Police Lieutenant with the greatest in grade seniority will be called first. Refusals of overtime will not be considered; only overtime hours or parts thereof worked will be recorded.
- E. For all newly promoted Lieutenants overtime accrued as a Sergeant or Detective Sergeant will be carried over upon promotion.

II. Procedure

- A. Voluntary Overtime Assignment of four (4) hours or less

Whenever a voluntary overtime assignment for a Police Lieutenant is to be four (4) hours or less, the Commanding Officer shall fill such assignments by "HO" or "ECI" of Police Lieutenants assigned to that Facility Police Command with equalization amongst those eligible Police Lieutenants working the tour adjacent to the overtime requirement. If no Police Lieutenant is available at that Facility Police Command then the Police Lieutenant with the lowest overtime hours who has expressed advanced interest at the Central Police Desk as described in I. B. herein may cover the overtime assignment.

- B. Voluntary Overtime Assignment of more than Four (4) Hours

1. Whenever a voluntary overtime assignment for a Police Lieutenant is to be for more than four (4) hours, it may be covered by RDOX, VACX, where possible, or by HO/ECI in the following sequence.

- a. Police Lieutenants assigned to that Facility Police Command, the Consolidated Police Zone Vacation Relief Position and the Lieutenants Reserve Pool may be solicited to work on an RDOX or VACX on an overtime equalization basis.
- b. Police Lieutenants who are assigned to that Facility Police Command on a HO/ECI basis.
- c. Police Lieutenants on RDOX and VACX who are assigned to other Facility Police Commands.
- d. Should no Lieutenant be available pursuant to the above steps then the assignment may be covered:

First: By any Police Lieutenant by HO/ECI who is assigned to other Facility Police Commands, who has expressed advanced interest, subject to overtime equalization.

Second: By any Detective Lieutenant, wherever assigned in accordance to the following sequence: RDOX or VACX, HO/ECI, expressed advanced interest, subject to overtime equalization.

Third: By any Police Lieutenant on duty outside the Consolidated Police Zone of the Facility Police Command where the assignment is

located on a straight time basis with the payment of four (4) hours pay at his straight time rate in addition to his regular pay for each fill tour.

2. For Purposes of this procedure Lieutenants covering a Vacation Relief Position:
    - a. Will first be solicited to work on an RDOX or VACX overtime equalization basis at Facility Police Commands within their Consolidated Police Zones in accordance to Appendix "I", Attachment 1.
    - b. All other overtime assignments of Vacation Relief Lieutenants will be pursuant to Section II, paragraph (B) (1) (c) of this section.
    - c. For purposes of this procedure the Lieutenants Reserve Pool Vacation Relief Lieutenant will be solicited to work on an RDOX or VACX on the same basis as a Reserve Pool Lieutenant.
  3. In those instances where a voluntary overtime assignment of more than four (4) hours is filled utilizing a Lieutenant on a RDOX or VACX pursuant to this procedure the Lieutenant shall be guaranteed a minimum of eight (8) hours worked.
- C. For overtime assignments at other than Port Authority Facility Police Commands, the assignment shall be filled pursuant to the sequence beginning at Section II, paragraph (B) (1) (c) from among all Police Lieutenants who have expressed advanced interest subject to overtime equalization regardless of facility of assignment. Except that:
- Assignments to NYC Office of Emergency Management (currently in Brooklyn, NY) and NYC Emergency Command Center (currently at One Police Plaza) shall be filled with Lieutenants assigned to Police Headquarters.
- D. For the purpose of this procedure a Police Lieutenant completing an afternoon tour on a day prior to his RDO or Vacation shall be considered eligible for an RDOX or VACX on the night tour following that afternoon tour. A Police Lieutenant scheduled to work a night tour on the day following his RDO or Vacation shall be considered eligible for an RDOX or VACX on the afternoon tour of the day preceding that night tour.
- E. For the purpose of this overtime procedure, a Facility Police Command shall be defined in accordance with the Position and Assignment List as contained in Document "M" of the Memorandum of Agreement.
- F. If a Police Lieutenant who has in accordance with this Procedure expressed advance interest in working a voluntary overtime assignment is by passed in violation of this procedure due to an administrative misapplication of this Procedure, then the Port Authority in its sole discretion will either remunerate the Police Lieutenant (make whole) or afford the Police Lieutenant the opportunity to work an overtime assignment mutually acceptable to his Commanding Officer and himself, for the equivalent amount of hours at the equivalent rate of pay. The work opportunity shall not be a normal roll call position, but shall be a staff and/or extra operations work assignment. Whenever practicable, the equivalent overtime work assignment shall be completed during the pay period in which the violation was confirmed by the Public Safety Department. This paragraph sets forth the only remedy(s) for overtime by pass violation.
- III. This Overtime Procedure shall be effective on the date of the execution of the Memorandum of Agreement.

**OTHER LETTERS OF AGREEMENT #1 – INFORMATION BULLETIN NO. 11, DATED 3/3/65**

*Call-Ins*

Under the overtime policy, each Service C employee is guaranteed four hours of overtime for a call-in on an RDO. Call-in guarantees also apply to situations where an employee is called in between regularly scheduled tours and released prior to the start of his regular tour. Where a call-in is such that it is contiguous to a regularly scheduled tour, no guarantee is applied and the hours worked in excess of the regularly scheduled tour are overtime hours. (e.g., if an employee is scheduled to work from 8:00 A.M. to 4:00 P.M. and he is called in at 6:00 A.M. and worked until 4:00 P.M., he is credited with two hours of overtime.) No schedule change premiums are paid where overtime is worked either before or after working a regularly scheduled tour.

**OTHER LETTERS OF AGREEMENT #7 – ASSIGNMENTS OF LIEUTENANTS IN RESERVE POOL**

*Memorandum dated July 1, 1998*

*To: Michael Valenti, Lieutenant*

*From: Joseph Morris, Deputy Inspector, Labor Relations Unit, Public Safety Department*

*Refer: Memo dated 07/19/90 W. Cafaro to All Central Police Desk Sergeants*

This memorandum is to reiterate the above referenced memorandum, Lieutenants assigned to the Lieutenants Reserve pool will not be scheduled to a facility in advance by the Central Police Desk Staff Sergeant. Central Police Desk Sergeants will schedule Reserve Pool Lieutenants on a day to day basis to any facility for which they are qualified.

In making such assignments, on those occasions where there are more vacancies than can be covered by the available Reserve Pool Lieutenants, the Reserve Pool Lieutenants are to be assigned in such a manner so that the overtime opportunity will occur at the facility where a Lieutenant with the lowest overtime hours is available to work.

**Overtime Provisions**  
**The Port Authority Police Benevolent Association (PBA)**  
***Memorandum of Agreement dated 1/21/2003 – 1/20/2010***

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**ARTICLE VI. PREPARATION TIME ALLOWANCE**

1. During the term of this Memorandum of Agreement, each Police Officer will receive compensation at overtime rates for fifteen minutes of preparation time for each eight hour tour of duty in which eight hours or more of actual time worked (exclusive of preparation time) is reflected on his daily time card as "Total Hours Worked". Such preparation time shall be overtime and payment for such time in the form of cash or banked compensatory time shall be in accordance with provisions of Section XIV of this Memorandum of Agreement.

**ARTICLE XIII. WORK CHARTS: TOURS OF DUTY: REGULAR DAYS OFF**

4. At the end of any calendar year in which a Police Officer has received fewer than 120 regular days off, the number of regular days off received by such Police Officer shall be subtracted from 120 and with respect to any resulting day or days he shall receive compensatory time, a combination of compensatory time and cash payment, or cash payment, at overtime rates, in accordance with Section XIV of this Memorandum of Agreement, to the extent he has not already received compensatory time or overtime payment with respect to such day or days.

5. The standards established in this Section XIII for work charts shall not preclude any Police Officer from being required to work, for such reasons as overtime requirements on any day scheduled in his chart as a regular day off.

**ARTICLE XIV. OVERTIME: COMPENSATORY TIME**

1. Except as otherwise required by the Fair Labor Standards Act, 29 U.S.C. Section 201, et seq. (hereinafter referred to as the "FLSA"), overtime shall be earned and paid to a Police Officer, unless applied to compensatory time purposes as set forth below, as follows:

a) for non-FLSA overtime at the rate of one-and-one-half (1-½) times the amount computed by dividing by eighty (80) the total of the base biweekly salary and the base bi-weekly longevity payable to such Police Officer as set forth in the schedules annexed hereto as Appendix "A(1)", Appendix "A(2)", and Appendix "A(3)", respectively.

b) overtime subject to the FLSA (hereinafter referred to as "FLSA overtime") shall be paid exclusively in cash in accordance with the applicable requirements of the FLSA. No FLSA overtime may be banked as compensatory time. "Non-FLSA overtime" shall mean all overtime pursuant to this Memorandum of Agreement to which the FLSA does not apply.

2. Non-FLSA overtime shall be applied first to the reduction of any negative compensatory time balance on an hour-for-hour basis, and then to replenish any compensatory time bank up to the hourly maximum designated in accordance with Paragraph 6 hereof.

3. Non-FLSA overtime not applied to compensatory time purposes shall be paid in cash at overtime rates to a Police Officer whose eight-hour tour of duty is extended (exclusive of preparation time) either prior to or after any eight-hour tour of duty for all additional time worked by reason of such extension and shall be computed in quarter-hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. Compensation or compensatory time credit shall not be provided if, after an early call-in prior to his scheduled eight-hour tour of duty, a Police Officer is afforded and accepts the option to terminate his tour of duty after eight hours worked (exclusive of

preparation time). However, the Police Officer shall have the option to continue to work to complete the entire extended tour of duty and receive overtime payment in accordance with this Section.

4. Non-FLSA overtime not applied to compensatory time purposes shall be paid in cash at overtime rates when a Police Officer is required to work on a scheduled day off which is not rescheduled at the request of the Police Officer or by reason of promotion, reassignment or mandatory attendance at training programs. If such a Police Officer works a full tour of duty on such regularly scheduled day off, he shall receive payment for such time at overtime rates for eight hours work (exclusive of preparation time). If such a Police Officer works more or less than a full tour of duty on such regularly scheduled day off, he shall receive payment at overtime rates for all time worked from the actual commencement of his tour of duty (exclusive of any preparation time), computed in quarter-hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. In addition to the above payments, the Police Officer shall receive an additional hour's pay at his appropriate hourly base pay for up to eight hours actually worked on a regularly scheduled day off which is either an official police holiday & pursuant to Section XVII of this Memorandum of Agreement, or Christmas Eve or New Year's Eve.

5. A Police Officer required to work on a scheduled day off which is not rescheduled at the request of the Police Officer or by reason of promotion, reassignment or mandatory attendance at training programs, or who is called into work between regularly scheduled tours, will be guaranteed four hours work at overtime rates. This guarantee shall not apply to the extension of a scheduled tour of duty either prior to its scheduled commencement or after its scheduled termination. Any such extension shall be considered overtime and be paid at overtime rates as set forth in Paragraph 1 hereof.

6. Each Police Officer shall be afforded the option, subject to the provisions of this Paragraph and paragraph 2 hereof, to accumulate in a compensatory time bank up to Four hundred Fifty (450) hours of non-FLSA overtime in lieu of receiving overtime pay pursuant to Paragraph 1 hereof. Each Police Officer exercising this option may, but only in the even numbered pay periods of each year, designate or redesignate a maximum number of hours (not to exceed 450 such hours) to be included in his compensatory time bank. Such designations are to be processed through the Facility Commanding Officer. Compensatory time not applied to reduce negative compensatory time balances shall accrue at the rate of one hour for each one hour of non-FLSA overtime worked. For each such hour or one-quarter part thereof a Police Officer opts to accumulate in such compensatory time bank, the Officer shall also receive payment in cash of an amount equal to one-half (1/2) times the amount computed by dividing by eighty (80) the total of the base bi-weekly salary and the base bi-weekly longevity, if any, payable to such Police Officer as set forth in the schedules annexed hereto as Appendix "A(1)", Appendix "A(2)" and Appendix "A(3)", respectively, or pro rata for smaller bankable overtime segments. No compensatory time shall accrue after the designated maximum hourly limitation is reached, and any subsequent overtime shall be paid in cash. If by reason of a redesignation of maximum hours to be banked, the number of hours in a Police Officer's compensatory time bank exceeds the new hourly maximum, the Police Officer shall receive payment in cash for each hour in excess of the new maximum in an amount equal to the amount computed by dividing by eighty (80) the total of the base bi-weekly salary and the base bi-weekly longevity then payable to such Police Officer as set forth in the schedules annexed hereto as Appendix "A(1)", Appendix "A(2)" and Appendix "A(3)", respectively.

7. Accumulated compensatory time may be taken off only in accordance with policies set forth in Appendix "B" annexed hereto.

8. Except for preparation allowances, no payment at overtime rates shall be made by reason of the mutual exchange of regular days off between Police Officers unless overtime is worked in connection therewith. All such mutual exchanges shall be subject to the advance approval of, the Facility Police Commanding Officer or his designee and shall not be unreasonably denied.

9. Once a mutual exchange is approved, it shall be treated as a change in schedule and considered as part of his regular work schedule.

10. Police Officers who work an additional hour on a tour of duty due to the annual change from daylight savings time to standard time will be compensated for such additional hour at overtime rates. Police Officers who work an hour less on a tour of duty due to the annual change from standard time to daylight savings time will have the option to leave at the conclusion of the abbreviated tour and be charged one hour compensatory time, or, remain and work a full eight hours and, in either event will receive preparation time allowance notwithstanding.

11. Overtime payments shall be made only in circumstances where overtime work is incurred in accordance with existing Public Safety Department (formerly known as Police Division) policy or procedures or where such work is required by authorized Public Safety Department personnel.

12. Any Police Officer may be ordered to work overtime under any of the following circumstances: a) failure of essential equipment or systems where there is urgency to restore essential services or systems; or b) conditions resulting from serious accidents affecting facility operations, floods, fires, natural disasters, or other similar emergencies; or c) public functions, VIP arrivals and departures, strikes, picketing or other unusual events; or d) special events that are not a result of normal roll call deficiencies; or e) occasions when crowds may gather; or f) threatened or actual adverse weather conditions; or g) any other situation which in the judgment of the authorized person ordering overtime may affect public safety or may endanger persons or property, subject to subsequent review by the Superintendent of Police; or h) participation in annual medical examinations or mandatory training programs; or i) notwithstanding any of the circumstances enumerated in a) through h) above, the Superintendent of Police shall have the right to order Police Officers to work overtime in establishing minimum staffing and/or manning levels of the Department; or j) notwithstanding any of the circumstances enumerated in a) through i) above, the Superintendent of Police shall have the right to order Police Officers to work overtime because of their special training or other skills; or k) on a holdover or early call in basis for that Police Officer's appearance in court; or l) overtime ordered pursuant to Appendix K.

13. Prior to the date of execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Appendix K annexed to the July 21, 1991 - January 20, 1996 Memorandum of Agreement between the Port Authority and the Association. Effective on the date of execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Appendix K annexed hereto, provided, however, that the overtime procedure may be by-passed under certain situations where the Department, because of special training or other skills of a particular officer, determines that it is in the best interest of the Department to bypass an employee or employees who would ordinarily be selected in accordance with the overtime procedure.

## **ARTICLE XVIII. VACATION**

2. If a Police Officer is required to work for other than disciplinary reasons on a vacation day and if such vacation day is not rescheduled at the Officer's request, such Police Officer shall be paid at overtime rates.

## **ARTICLE XXVIII. DISCIPLINE**

2. k. i) If a Police Officer is administratively suspended, disciplinary charges must be filed against the Police Officer no later than one hundred and twenty days after the first day of that suspension to continue him on administrative suspension. If the disciplinary charges are not filed within that period, the Police Officer shall be removed from administrative suspension no later than the end of the one hundred and twenty day period and he shall receive payment with respect to the period of his administrative suspension in an amount based upon an estimate of missed opportunities to earn overtime during his administrative suspension. The estimate shall be determined as provided in the next paragraph.

ii) A Police Officer against whom disciplinary charges have been filed who has been administratively suspended but who has not been dismissed from employment shall receive payment

of an amount based on an estimate of his missed opportunities to earn overtime during that administrative suspension. The estimate shall be determined as follows:

First, an initial estimate shall be determined by use of the following formula:

$$\frac{a}{b} = \frac{c}{d}$$

where "a" is the average overtime earned per pay period by the suspended Police Officer during the seventy-eight (or the actual number if less than seventy-eight) pay periods immediately prior to the pay period during which his suspension commenced;

"b" is the average overtime earned per pay period per Police Officer during those seventy-eight (or the actual number if less than seventy-eight) pay periods at the Police Command to which the suspended Police Officer was assigned during that period. If the Police Officer was assigned to more than one Police Command during that period, then the average overtime for the period shall be determined by using average overtime earned per Police Officer at each Police Command to which the Police Officer was assigned during that period for the pay periods he was assigned to that Police Command;

"c" is the initial estimate of the Police Officer's missed overtime earned per pay period to be determined and,

"d" is the average overtime earned per pay period per Police Officer at the Police Command to which the suspended Police Officer is assigned during the same pay periods of the Police Officer's administrative suspension.

Upon determination of "c", that amount shall be multiplied by the number of pay periods that the Police Officer was on administrative suspension, provided that any pay period during that suspension in which the Police Officer was absent due to sickness or injury incurred in the line of duty on at least half of his scheduled work days shall not be used in that multiplication. Then, from that amount shall be subtracted all overtime, if any, earned by the Police Officer during the suspension. The resulting balance shall be paid to the Police Officer as and for missed overtime.

- l) If a Police Officer who is suspended without pay is changed to administrative suspension or returned to full duty he shall receive payment of his full pay for the period during which he was suspended without pay except payment for missed overtime opportunities. If such Police Officer is not dismissed from employment the calculation of missed overtime opportunities shall be made in accordance with the method set forth in paragraph j (ii), above, except that the period of suspension shall include the period during which the Police Officer was suspended without pay.

#### **ARTICLE XXXIV. MISCELLANEOUS**

7. A maximum of four hours compensation at overtime rates shall be paid for each initial off duty enforcement action leading to an arrest to cover the arrest and booking process. All other off-duty police related activities including but not limited to rescue functions shall be covered by all benefit(s) outlined in the Memorandum of Agreement. The Superintendent of Police will determine whether the actions were appropriate police actions and therefore compensable under the second sentence of this paragraph and his decision is not subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement.

## **APPENDIX C**

This Appendix applies whenever there are fewer than eight hours between the consecutive overtime hours worked and the next scheduled tour of duty.

Work twelve (12) hours overtime - if not required for Court Appearance, the Police Officer has the option to work his regular tour or take eight (8) hours Compensatory Time.

Work thirteen (13) hours overtime - To be excused with pay one (1) hour and charged seven (7) hours Compensatory Time.

Work fourteen (14) hours overtime - To be excused two (2) hours with pay and charged six (6) hours Compensatory Time.

Work fifteen (15) hours overtime - To be excused three (3) hours with pay and charged five (5) hours Compensatory Time.

Work sixteen (16) hours overtime - To be excused four (4) hours with pay and charged four (4) hours Compensatory Time.

## **APPENDIX K – VOLUNTARY OVERTIME ASSIGNMENT PROCEDURE FOR POLICE OFFICERS**

### **I. POLICY**

A. Overtime assignments will be authorized in accordance with Section XIV of the Memorandum of Agreement.

This procedure shall be utilized to identify the appropriate qualified Police Officer, for a voluntary overtime work assignment, per the Memorandum of Agreement. A Police Officer is "qualified" for purposes of this Procedure if the Police Officer has had at least the number of tours of on-the-job-training at the Facility Police Command with the deficiency as the Port Authority then requires a Central Police Pool officer to have to be assigned to that Facility Police Command or is otherwise qualified.

Voluntary overtime is an overtime assignment which is not ordered or which need not be assigned to a particular Police Officer. Some examples of overtime which would, not be governed by this procedure are overtime ordered pursuant to Section XIV, Paragraph 12, of the Memorandum of Agreement, preparation time, or overtime required in connection with training, arrest, or appearances at any civil court, motor vehicle court, criminal court or before administrative bodies.

B. Police Officers must express first at their presently assigned Facility Police Command and then at the Central Police Desk advance interest, in the job wide overtime book, in working regular day off cancellation (RDO X) or vacation cancellation (VAC X). RDO X and VAC X have equal standing under this Procedure. Police Officers requesting to work a voluntary overtime assignment must cover their Facility Police Command requirements first. Qualified Police Officers shall be solicited on total cumulative overtime hours. Selection therefore will be made from an operating equalization overtime list based upon the Daily Police Timekeeping System Overtime Distribution-Year to Date, computer printout updated on a daily basis, in accordance with this Procedure.

An Early Call In (ECI) is an overtime assignment which precedes and extends a Police Officer's tour of duty. A Hold Over (HO) is an overtime assignment which follows and extends a Police Officer's tour of duty.

C. If a voluntary overtime assignment is authorized, the qualified Police Officer who has expressed interest and has the least amount of overtime, shall be solicited for the assignment, subject to the procedures in Section II hereof. In the event the qualified Police Officer with the lowest amount of overtime declines, the qualified Police Officer with the next lowest amount of overtime shall be

solicited and so on, until all qualified Police Officers have been canvassed. An up to date operating equalization overtime list of all Police Officer's overtime shall be maintained at the Central Police Desk and be based upon the Daily Police Timekeeping system overtime distribution year to date. This list used for overtime equalization in the event there is a need to fill an overtime work requirement that cannot be filled by qualified facility assigned Police Officers in accordance with the Procedure. The operating equalization overtime list shall be maintained by the Port Authority and shall be no more than 14 to 28 days in arrears. This list shall be in addition to the daily overtime hours maintained and used at each Police Officer's Facility Police Command for overtime equalization. If two or more qualified Police Officers have the same number of hours, the qualified Police Officer with the greatest in grade seniority will be called first. Refusals of overtime will not be considered.

1. At the beginning of each calendar year, all Police Officers shall return to zero (0) overtime hours for the purpose of overtime equalization.
2. Any Police Officer who is required to perform work for which he is entitled to overtime payment pursuant to the Memorandum of Agreement shall receive such payment.
3. Upon their initial assignment to a Facility Police Command, Probationary Police Officers will have attributed to them the average overtime hours for Police Officers at that Facility Police Command for overtime equalization purposes.

## II. PROCEDURE

### A. Overtime assignment of four (4) hours or less

Whenever a voluntary assignment for a Police Officer is to be four (4) hours or less, a Commanding Officer may fill the assignment by the "HO", or "ECI" of qualified Police Officers assigned to that Facility Police Command, or qualified Central Police Pool Officers working a tour following or preceding the HO or ECI at that Facility Police Command with equalization amongst those eligible qualified Police Officers working the tours following or preceding the overtime assignment. If no qualified Police Officer is available at that Facility Police Command, then any other qualified Police Officer from any command who has expressed interest in the job wide book at the Central Police Desk, may cover the overtime assignment.

### B. Overtime Assignment Tour of more than four (4) hours

Whenever a voluntary overtime assignment for a Police Officer is to be more than four (4) hours, it may be covered by RDO X, VAC X, where possible, or by HO/ECI in the following sequence. In those instances where a voluntary overtime assignment of more than four hours is filled utilizing an officer on RDO X or VAC X pursuant to this procedure the officer shall be guaranteed a minimum of eight (8) hours work.

First: Qualified Police Officers assigned to that Facility Police Command and the Central Pool may be solicited to work on an RDO X or VAC X basis on an overtime equalization basis.

Second: Qualified Police Officers who are assigned to that Facility Police Command and qualified Central Police Pool officers working a tour following or preceding the HO/ECI at that Facility Police Command on a HO/ECI basis.

Third: Qualified Police Officers on RDO X and VAC X who are assigned to other Facility Police Commands and have expressed advanced notice in the job wide overtime book at the Central Police Desk.

Should no qualified Police Office be available pursuant to the above steps, then the assignment may be covered:

First: By any qualified Police Officer by HO, subject to overtime equalization.

Second: By any qualified Police Officer by ECI, subject to overtime equalization.

For purposes of this procedure, a Police Officer completing an afternoon tour on a day prior to his RDO or VAC shall be considered eligible for that afternoon tour. A Police Officer scheduled RDO or VAC shall be considered eligible for an RDO X or VAC X on the night tour following to work a night tour on the day following his RDO X or VAC X on the afternoon of the day preceding that night tour. An Overtime Log is maintained at the Central Police Desk for Central Police Pool Officers who are interested in working voluntary overtime.

This overtime fog is faxed out to all commands on the 2300 x 0700 tour so that Central Police Pool Officers can be eligible for overtime at all commands. The Facility Police Command will match Central Police Pool officer overtime hours with the facility overtime hours and call the officer with the lowest hour total for the voluntary overtime assignment.

When a Facility Police Command accepts a Central Police Pool officer for overtime, the Facility Police Command must contact the Central Police Desk Sergeant, so that the officer's name can be removed from the Central Police Desk's Master Overtime Log.

Once a Central Police Pool Officer accepts a voluntary overtime assignment, that officer will be ineligible to work a voluntary assignment at any other facility that day, unless the overtime is a Hold Over or Early Call In and is distributed within that facilities procedures.

C. For the purpose of this overtime procedure, Facility Police Command shall be defined in accordance with the Position and Assignment List annexed to the Memorandum of Agreement.

D. If a qualified Police Officer who has in accordance with this Procedure expressed advance interest in working a voluntary overtime assignment is by-passed in violation of this Procedure due to a misapplication of this Procedure, then the Port Authority in its sole discretion will either remunerate the Police Officer (make whole) or afford the opportunity to work an overtime assignment mutually acceptable to his Commanding Officer and himself, for the equivalent amount of hours at the equivalent rate of pay. The work opportunity shall not be a normal roll call position, but shall be a staff and/or extra operations work assignment. Whenever practicable this equivalent overtime work assignment shall be completed during the pay period in which the error was confirmed by the Public Safety Department. This paragraph sets forth the only remedy(s) for an overtime by-pass violation.

#### **OTHER LETTERS OF AGREEMENT #25 – ORDERED OVERTIME**

*Letter dated April 30, 1998*

*To: Gus Danese, PBA President*

*From: Joseph Morris, Deputy Inspector, Labor Relations Unit, Public Safety Department*

If the Port Authority determines, in the exercise of its management prerogative to order Police Officers to work overtime based upon maintaining minimum staffing and/or manning levels of the Department, it is the policy of the Port Authority that Commanding Officers will make reasonable efforts to rotate such ordered overtime assignments among qualified Police Officers. Each facility police command will maintain an ordered overtime log listing occasions when Police Officers are so ordered. Juniority is not a controlling criterion for selection of Police Officers for such ordered assignments. The foregoing does not affect the overtime procedures contained within the Memorandum of Agreement. This policy will not create an entitlement in any Police Officer either to work an ordered overtime assignment or to decline an ordered overtime assignment.

**OTHER LETTERS OF AGREEMENT #26 - SPECIAL DETAIL TRAINING GRIEVANCE RESOLUTION**

*Letter dated August 17, 2001*

*To: Gus Danese, PBA President*

*From: Paul Segalini, Director, Human Resources Department*

The Port Authority of New York and New Jersey is instituting Motorcycle Operator Special Detail for Port Authority Police Officers.

Except as specifically modified herein, all provisions of the PBA Memorandum of Agreement shall be applicable to Police Officers assigned to this special detail.

With respect to the Motorcycle Operator Special Detail the parties agree as follows:

5. The PBA waives any and all claims it may have to premium payments or missed overtime opportunities based upon the Port Authority's utilization of non-qualified individuals in special details in the withdrawn grievances and based upon the failure of the Port Authority to complete the training of the NLIA Teterboro Airport Detail. The PBA likewise waives any and all claims it may have to premium payments earned through changes to non-qualified individual's work charts based upon the placement of the non-qualified individuals on these special detail rosters.

**OTHER LETTERS OF AGREEMENT #30 – ESU AND TELETYPE SPECIAL DETAILS**

*Letter dated October 20, 2004*

*To: Gus Danese, PBA President*

*From: Paul Segalini, Director, Human Resources Department*

6. Voluntary overtime assignments within the SOD ESU special detail will be equalized among the members of the SOD ESU detail pursuant to Appendix K on a job wide basis. Involuntary overtime assignments will be assigned to the junior member of the detail at the reporting location in accordance with the April 30, 1998 Letter from Deputy Inspector Joseph Morris.

**Overtime Provisions**  
**The Port Authority Police Sergeants Benevolent Association (SBA)**  
***Memorandum of Agreement dated 1/21/2003 – 1/20/2010***

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**ARTICLE VI. PREPARATION TIME ALLOWANCE**

1. During the term of this Memorandum of Agreement, each Police Sergeant will receive compensation at overtime rates for fifteen minutes of preparation time for each eight-hour tour of duty in which eight hours or more of actual time worked (exclusive of preparation time) is reflected on his daily time card as "Total Hours Worked". Such preparation time shall be overtime and payment for such time in the form of cash or banked compensatory time shall be in accordance with provisions of Section XIII of this Memorandum of Agreement. Detective Sergeants shall not be entitled to receive preparation time allowance.

**ARTICLE XII. WORK CHARTS; TOURS OF DUTY; REGULAR DAYS OFF**

4. At the end of any calendar year in which a Police Sergeant has received fewer than 120\* regular days off, the number of regular days off received by such Police Sergeant shall be subtracted from 120\* and with respect to any resulting day or days he shall receive an additional 12 hours compensatory time or cash payment, at overtime rates, to the extent he has not already received compensatory time or overtime payment with respect to such day or days. (\*121 for Police Sergeants assigned to the administrative chart.)

5. The standards established in this Section XII for work charts shall not preclude any Police Sergeant from being required to work, for such reasons as overtime requirements on any day scheduled in his chart as a regular day off.

**ARTICLE XIII. OVERTIME; COMPENSATORY TIME**

1. Overtime shall be earned and paid to a Police Sergeant, unless applied to compensatory time purposes as set forth below, at the rate of one and one-half (1-1/2) times the amount computed by dividing by eighty (80) the total of the base bi-weekly salary and the base bi-weekly longevity, payable to such Police Sergeant as set forth in the schedules annexed hereto as Appendices "A (1)", "A (2)", "A (3)", "A (4)", "A (5)", "A(6)" or "A(7)", respectively.

2. Overtime worked shall be applied first to the reduction of any negative compensatory time balance on an hour-for-hour basis, and then to replenish any compensatory time bank up to the hourly maximum designated in accordance with Paragraph 6 hereof.

3. Overtime not applied to compensatory time purposes shall be paid in cash at overtime rates to a Police Sergeant whose eight-hour tour of duty is extended (exclusive of preparation time) either prior to or after any eight-hour tour of duty for all additional time worked by reason of such extension and shall be computed in quarter hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. Compensation or compensatory time credit at overtime rates shall not be provided if, after an early call-in prior to his scheduled eight-hour tour of duty, a police Sergeant is afforded and accepts the option to terminate his tour of duty after eight hours worked (exclusive of preparation time). However, the Police Sergeant shall have the option to continue to work to complete the entire extended tour of duty and receive overtime payment in accordance with this Section.

4. Overtime not applied to compensatory time purposes shall be paid in cash at overtime rates when a Police Sergeant is required to work on a scheduled day off which is not rescheduled at the request of the Police Sergeant or by reason of promotion, reassignment or mandatory attendance at training programs. If such a police Sergeant works a full tour of duty on such regularly scheduled day off, he shall receive payment for such time at overtime rates for eight hours work (exclusive of

preparation time). If such a Police Sergeant works more or less than a full tour of duty on such regularly scheduled day off, he shall receive payment at overtime rates for all time worked from the actual commencement of his tour of duty (exclusive of any preparation time), computed in quarter-hour segments for each full fifteen minutes worked during the term of this Memorandum of Agreement. In addition to the above payments, the Police Sergeant shall receive an additional hour's pay at his appropriate hourly base pay for up to eight hours actually worked on a regularly scheduled day off which is either an official police holiday pursuant to Section XVI of this Memorandum of Agreement, or Christmas Eve or New Year's Eve.

5. A police Sergeant required to work on a scheduled day off which is not rescheduled at the request of the Police Sergeant or by reason of promotion, reassignment or mandatory attendance at training programs, or who is called into work between regularly scheduled tours, will be guaranteed four hours work at overtime rates. This guarantee shall not apply to the extension of a scheduled tour of duty either prior to its scheduled commencement or after its scheduled termination. Any such extension shall be considered overtime and be paid at overtime rates as set forth in Paragraph 1 hereof.

6. Each Police Sergeant shall be afforded the option, subject to the provisions of this paragraph and paragraph 2 hereof, to accumulate up to four hundred fifty (450) hours in a compensatory time bank in lieu of receiving overtime pay. Each Police Sergeant exercising this option may, but only in the even numbered pay periods of each year, designate or redesignate a maximum number of hours (not to exceed 450 such hours) to be included in his compensatory time bank. Compensatory time not applied to reduce negative compensatory time balances shall accrue at the rate of one and one-half (1 1/2) hours for each one-hour of overtime worked. No compensatory time shall accrue after the designated maximum hourly limitation is reached, and any subsequent overtime shall be paid in cash. If by reason of a redesignation of maximum hours to be banked, the number of hours in a Police Sergeant's compensatory time bank exceeds the new hourly maximum, the Police Sergeant shall receive payment in cash at straight time rates for all hours in excess of the new maximum. Accumulated compensatory time may be taken off in accordance with policies established in Appendix "B" annexed hereto. If for any reason pursuant to Law compensatory time cannot be continued, or upon retirement or other separation, all hours accrued in a Police Sergeant's compensatory bank shall be paid at straight time rates.

7. Except for preparation time allowance if the Police Sergeant is otherwise entitled thereto pursuant to Section VI of this Memorandum of Agreement, no payment at overtime rates shall be made by reason of the mutual exchange of regular days off between Police Sergeants unless overtime is worked in connection therewith. All such mutual exchanges shall be subject to the advance approval of the Facility Police Commanding Officer or his designee and shall not be unreasonably denied.

8. Once a mutual exchange is approved, it shall be treated as a change in schedule and considered as part of his regular work schedule.

9. Police Sergeants who work an additional hour on a tour of duty due to the annual change from daylight savings time to standard time will be compensated for such additional hour at overtime rates. Police Sergeants who work an hour less on a tour of duty due to the annual change from standard time to daylight savings time will have the option to leave at the conclusion of the abbreviated tour and be charged one hour compensatory time, or, remain and work a full eight hours and, in either event, will receive preparation time allowance notwithstanding, provided the Police Sergeant is otherwise entitled thereto pursuant to Section VI of this Memorandum of Agreement.

10. A Police Sergeant assigned to report to a non-Port Authority location or a Facility Police Command other than his assigned Facility Police Command for Port Authority medical examinations and/or training (except for the two Police Academy Airport Crash/Fire/Rescue (CFR) Instructors permanently designated to perform CFR training at JFK Airport) will be compensated at his daily base rate or overtime rate plus mileage reimbursement for travel expense between such non-Port Authority location or a Facility Police Command and his assigned Facility Police Command in accordance with the allowances set forth in Section XLVIII of this Memorandum of Agreement.

11. Effective August 23, 2004, the maximum hours provisions of the Fair Labor Standards Act (FLSA) became applicable to Sergeants as set forth in the correspondence dated March 15, 2005 from Rosetta Jannotto, annexed hereto. The parties agree to meet and negotiate over all mandatory subjects of bargaining arising out of the applicability of the FLSA to the members of the Sergeants Benevolent Association.

*[Below is the letter attachment referenced in paragraph 11 above]*

March 15, 2005

Mark O'Neill, President  
Port Authority Police Sergeants Benevolent Association

Dear Sergeant O'Neill:

Based on the United States Department of Labor revisions to the federal Fair Labor Standards Act (FLSA) regulations that became effective August 23, 2004, and after discussion with you on this matter, it has been concluded that Port Authority Sergeants and Detective Sergeants can no longer be treated as exempt from the overtime provisions of the FLSA. We believe that the implementation of this change can be effectuated by May 1, 2005.

Sincerely,

Rosetta A. Jannotto  
Deputy Director  
Human Resources Department

12. Overtime payments shall be made only in circumstances where overtime work is incurred in accordance with existing Public Safety Department (formerly known as Police Division) policy or procedures or where such work is required by authorized Public Safety Department personnel.

13. Any Police Sergeant may be ordered to work overtime under any of the following circumstances: a) failure of essential equipment or systems where there is urgency to restore essential services or systems; or b) conditions resulting from accidents, floods, fires, natural disasters, or other similar emergencies; or c) public functions, VIP arrivals and departures, strikes, picketing or other unusual events; or d) occasions when crowds may gather; or e) threatened or actual adverse weather conditions; or f) any other situation which in the judgment of the authorized person ordering overtime may affect public safety or may endanger persons or property, subject to subsequent review by the Superintendent of Police; or g) participation in annual medical examinations or mandatory training programs; or h) notwithstanding any of the circumstances enumerated in (a) through (g) above, the Superintendent of Police shall have the right to order Police Sergeants to work overtime in establishing minimum staffing and/or manning levels of the Department; or i) notwithstanding any of the circumstances enumerated in (a) through (h) above, the Superintendent of Police shall have the right to order Police Sergeants to work overtime because of their special training or other skills; or j) on a holdover or early call in basis for that Police Sergeant's appearance in court; or k) overtime ordered pursuant to Appendix "I".

14. Prior to the date of execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Appendix "I" annexed to the July 21, 1991-January 20, 2003 Memorandum of Agreement between the Port Authority and the Association. Effective on the date of execution of this Memorandum of Agreement, voluntary overtime will be in accordance with the procedure set forth in Appendix "I", annexed hereto.

**ARTICLE XV. CHANCE IN TOURS OF DUTY AND CHANCE IN FACILITY ASSIGNMENTS**

5. No payment shall be made pursuant to this Paragraph 5 to a Police Sergeant:

i) for the performance of work on any tour of duty for which he is compensated at overtime rates, unless the Police Sergeant during the overtime assignment is assigned to a Facility Police Command outside the Consolidated Police Zone of the Facility Police command to which he was initially assigned to work overtime on that tour of duty and the reassignment is to perform the work of that out-of-zone Facility Police Command and is not made for a condition set forth in Paragraph 4 of this Section.

**ARTICLE XVII. VACATION**

2. If a Police Sergeant is required to work for other than disciplinary reasons on a vacation day and if such vacation day is not rescheduled at the Police Sergeant's request, such Police Sergeant shall be paid at overtime rates.

**ARTICLE XXVII. DISCIPLINE**

i. (i) If a Police Sergeant is administratively suspended, disciplinary charges must be filed against the Police Sergeant no later than one hundred and twenty days after the first day of that suspension to continue him on administrative suspension. If the disciplinary charges are not filed within that period, the Police Sergeant shall be removed from administrative suspension no later than the end of the one hundred and twenty day period and he shall receive payment with respect to the period of his administrative suspension in an amount based upon an estimate of missed opportunities to earn overtime during his administrative suspension. The estimate shall be determined as provided in the next paragraph.

(ii) A Police Sergeant against whom disciplinary charges have been filed and who has been administratively suspended but who has not been dismissed from employment shall receive payment of an amount based on an estimate of his missed opportunities to earn overtime during that administrative suspension. The estimate shall be determined as follows:

First, an initial estimate shall be determined by use of the following formula:

$$\frac{a}{b} = \frac{c}{d}$$

where "a" is the average overtime earned per pay period by the suspended Police Sergeant during the seventy-eight (or the actual number if less than seventy-eight) pay periods immediately prior to the pay period during which his suspension commenced;

"b" is the average overtime earned per pay period per Police Sergeant during those seventy-eight (or the actual number if less than seventy-eight) pay periods at the Police Command to which the suspended police Sergeant was assigned during that period. If the Police Sergeant was assigned to more than one Police Command during that period, then the average overtime for the period shall be determined by using average overtime earned per Police Sergeant at each Police Command to which the Police Sergeant was assigned during that period for the pay periods he was assigned to that Police Command;

"c" is the initial estimate of the Police Sergeant's missed overtime earned per pay period to be determined, and

"d" is the average overtime earned per pay period per Police Sergeant at the Police Command to which the suspended Police Sergeant is assigned during the same pay periods of the Police Sergeant's administrative suspension.

Upon determination of "c", that amount shall be multiplied by the number of pay periods that the Police Sergeant was on administrative suspension, provided that any pay period during that suspension in which the Police Sergeant was absent due to sickness or injury incurred in the line of duty on at least half of his scheduled work days shall not be used in that multiplication. Then, from that amount shall be subtracted all overtime, if any, earned by the Police Sergeant during the suspension. The resulting balance shall be paid to the Police Sergeant for missed overtime.

j. If a Police Sergeant who is suspended without pay is changed to administrative suspension or returned to full duty he shall receive payment of his full pay for the period during which he was suspended without pay except payment for missed overtime opportunities. If such Police Sergeant is not dismissed from employment the calculation of missed overtime opportunities shall be made in accordance with the method set forth in paragraph i (ii), above, except that the period of suspension shall include the period during which the Police Sergeant was suspended without pay.

#### **ARTICLE XXXIV. MISCELLANEOUS**

7. A maximum of four hours compensation at overtime rates shall be paid for each initial off-duty enforcement action leading to an arrest to cover the arrest and booking process. All other off-duty police related activities including but not limited to rescue functions shall be covered by all benefits outlined in the Memorandum of Agreement. The Superintendent of Police will determine whether the actions were appropriate police actions and therefore compensable under the second sentence of this paragraph and his decision is not subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement.

#### **APPENDIX C**

This Appendix applies whenever there are fewer than eight hours between the consecutive overtime hours worked and the next scheduled tour of duty.

Work twelve (12) hours overtime - If not required for Court Appearance, the Police employee has the option to work his regular tour or take eight (8) hours compensatory time.

Work thirteen (13) hours overtime - To be excused with pay one (1) hour and charged seven (7) hours Compensatory Time.

Work fourteen (14) hours overtime - To be excused with pay two (2) hours with pay and charged six (6) hours Compensatory Time.

Work fifteen (15) hours overtime - To be excused three (3) Hour with pay and charged five (5) hours Compensatory Time.

Work sixteen (16) hours overtime - To be excused four (4) hour with pay and charged four (4) hours Compensatory Time.

#### **APPENDIX I – OVERTIME ASSIGNMENT PROCEDURE FOR POLICE SERGEANTS**

##### **I. POLICY**

A. Overtime for assignments will be authorized in accordance with Section XIII of the Memorandum of Agreement

This procedure shall be utilized to identify the appropriate Police Sergeant for an overtime work assignment.

Voluntary overtime is an overtime assignment which is not ordered or which need not be assigned to a particular Police Sergeant. Ordered overtime is any overtime ordered pursuant to Section XIII, Paragraph 13 of the Memorandum of Agreement, preparation time, or overtime required in connection with training, arrest, appearances at court, before administrative bodies.

- B. Police Sergeants must express advance interest in working Early Call In (ECI), Hold Over (HO), Regular Day Cancellation (RDO X) or Vacation Cancellation (VAC X) at their permanently assigned Facility Police Command first and then at the Central Police Desk. RDO X and VAC X have equal standing under the Procedure and Police Sergeants shall be solicited on total cumulative overtime hours. Police Sergeants requesting to work a voluntary overtime assignment must cover their Facility Police Command requirements first, and selection under this Procedure will be made from an operating equalization overtime list in accordance with this procedure.
- C. The interested Police Sergeant with the least amount of overtime shall be solicited, subject to the procedures in Section II herein, for the assignment in the event the Police Sergeant with the lowest overtime declines, the Police Sergeant with the next lowest amount shall be solicited and so on, until all interested Police Sergeants are canvassed. A recorded up to date master list of all Police Sergeants overtime shall be maintained at the Central Police Desk and used for overtime equalization in the event a Police Sergeant is requested to fill an overtime work requirement that cannot be filled by the facility assigned Police Sergeants in, accordance with this procedure. The master overtime list shall be provided by the Port Authority and shall be no more than 14 to 28 days in arrears of the daily up to date Facility Police Command Police Sergeants overtime hours. This master list shall be in addition to the daily overtime hours maintained and used at each Police Sergeant's Facility Police Command for equalization. If two or more Police Sergeants have the same number of hours, the Police Sergeant with the greatest seniority will be called first. Refusals of overtime will not be considered, only overtime hours or parts thereof will be recorded.
- D. Effective on June 30, 1998,
  - 1. At the beginning of each calendar year, all Police Sergeants shall return to zero (0) overtime hours for the purpose of this procedure.
  - 2. All newly promoted Sergeants overtime accrued as a Police Officer and/or a Detective will be carried over upon promotion.

## II. PROCEDURE

- A. Overtime assignment of four (4) hours or less
  - 1. Whenever a voluntary overtime assignment for a Police Sergeant is four (4) hours or less, Commanding Officers may fill the vacancy by the "holding over" or "early call in" of Police Sergeants assigned to the Facility Police Command, with equalization amongst those eligible Police Sergeants working the tour adjacent to the overtime assignment
    - a. In the event Police Sergeants are not available to work Hold Over or ECI from adjacent tours of the overtime assignment, Police Sergeants on RDO X /VAC X assigned to the Facility Police Command may be canvassed to fill the overtime assignment.
    - b. If no assigned Police Sergeant is available from the list of assigned Facility Police Command Police Sergeants, then available Police Sergeants may be canvassed to fill the overtime requirement in accordance with Paragraph C herein.

- B. Overtime Assignment of More Than Four (4) Hours
1. Whenever a voluntary overtime assignment for a Police Sergeant is to be for more than four hours, it may be covered by RDO X/VAC X where possible, or by HO, ECI in the sequence listed below.
    - a. All Police Sergeants assigned to the Facility Police Command in accordance with Attachment "A" annexed hereto, may be solicited to work on an RDO X/VAC X basis. In those instances where a voluntary overtime assignment of more than four hours is filled utilizing a Police Sergeant on RDO X or VAC X pursuant to this procedure the Police Sergeant shall be guaranteed a minimum of eight (8) hours work.
    - b. All Police Sergeants assigned at the Facility Police Command working the tours adjacent to the overtime assignment shall be offered the HO or ECI.
- C. In the event the assignment cannot be filled in accordance with the above, then the following sequence applies:
1. Police Sergeants from a Facility Police Command within a Consolidated Police Zone on RDO X/VAC X who are qualified to work at the requesting Facility Police Command shall be solicited to fill the assignment.
  2. Qualified Police Sergeants on HO or ECI from a Facility Police Command within a Consolidated Police Zone shall be solicited to work at the Facility Police Command to fill this assignment
  3. Police Sergeants from all other Facility Police Commands on RDO X/VAC X who are qualified to work at the requesting Facility Police Command shall be solicited to fill the assignment.
  4. Qualified Police Sergeants on HO or ECI from any Facility Police Command shall be solicited to work at that Facility Police Command to fill the assignment.
- D. If all attempts to cover a Police Sergeant deficiency on a voluntary basis with a qualified Police Sergeant has failed then the most junior qualified Police Sergeant working at the Facility Police Command will be ordered to work as follows; HO or ECI from among junior qualified Police Sergeants working the adjacent tours at the Facility Police Command at which the overtime occurs. Once a Police Sergeant has been ordered to work pursuant to Section XIII, he/she shall be ineligible to be ordered to work under Section XIII for a period of six months.
- E. For the purposes of this procedure, a Police Sergeants Facility Police Command assignment shall be that which is listed in Attachment "A", annexed hereto. All Detective Sergeants shall be deemed to have the same Facility Police Command for the purpose of overtime equalization only.
- F. For the purpose of this procedure, a Sergeant completing an afternoon tour on a day prior to his RDO, or Vacation shall be considered eligible for an RDO X or VAC X on the night tour following that afternoon tour. A Sergeant scheduled to work a night tour on the day following his RDO or vacation shall be considered eligible for an RDO X or VAC X on the afternoon tour of the day preceding that night tour.

III. Voluntary Overtime By Pass Remedy

If a qualified Police Sergeant who has in accordance with this Procedure expressed advanced interest in working a voluntary overtime assignment is by-passed in violation of this procedure due to a misapplication of this Procedure, then the Port Authority in its sole discretion will either remunerate the Police Sergeant (make whole) or afford the Police Sergeant the opportunity to work an overtime assignment mutually acceptable to his Commanding Officer and himself, for the equivalent amount of hours at the equivalent rate of pay. The work opportunity shall not be a normal roll call position but should be a staff work assignment whenever practicable this equivalent overtime work assignment shall be completed during the pay period in which the error is confirmed by the Public Safety Department. This paragraph sets forth the only remedy(s) for an overtime by-pass violation.

IV. This overtime procedure shall be effective on the date of the execution of this Memorandum of Agreement.

**OTHER LETTERS OF AGREEMENT #2 – INFORMATION BULLETIN NO. 11, DATED 3/3/65**

Call-Ins

Under the overtime policy, each Service C employee is guaranteed four hours of overtime for a call-in on an RDO. Call-in guarantees also apply to situations where an employee is called in between regularly scheduled tours and released prior to the start of his regular tour. Where a call-in is such that it is contiguous to a regularly scheduled tour, no guarantee is applied and the hours worked in excess of the regularly scheduled tour are overtime hours. (e.g., if an employee is scheduled to work from 8:00 A.M. to 4:00 P.M. and he is called in at 6:00 A.M. and worked until 4:00 P.M., he is credited with two hours of overtime.) No schedule change premiums are paid where overtime is worked either before or after working a regularly scheduled tour.

**Overtime Provisions**  
**Transport Workers Union (TWU), Local 1400**  
***Memorandum of Agreement dated 7/28/2007 – 1/27/2012***

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**ARTICLE XIV. GRIEVANCE AND ARBITRATION PROCEDURE**

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

**ARTICLE XV. DISCIPLINARY PROCEDURE**

E. 6. Scheduling of Hearings

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

**ARTICLE XXVII. COMPENSATORY TIME**

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

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

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

E. 2. Requests for comp time may not be denied if the denial is predicated upon the need to cover the tour on an overtime basis. Overtime assignments as a result of comp time requests will be covered on a voluntary basis. If there are no volunteers to work overtime, the comp time request will be denied.

**ARTICLE XXIX. REGULAR DAYS OFF**

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

1. Reducing the vacation allowance by one day for each excess day, or
2. Scheduling of any days in excess of 104 in the employee's work schedule.

**ARTICLE XLIV. MISCELLANEOUS**

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

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

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

**EXHIBIT I – EXCUSED ABSENCES, PAI 20-3.05, REVISED 8/3/67**

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

**EXHIBIT L – WORK SCHEDULES - PAY PLAN C (NON-POLICE) EMPLOYEES, PAI 20-3.07, REVISED 5/23/72**

II. Policy

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

- E. 2. d. Regular days off indicated in the work schedule may not be changed with less than 30 days' notice (15 days for TWU classes). Employees required to work on such days shall be compensated on a normal overtime basis regardless of the particular tour to which they are assigned.
- H. 3. Work schedule change premiums do not apply to call-ins (see Par. I., below) where the hours of additional work are contiguous to the employee's posted tour. For example, an employee who is scheduled to work from 8 A.M. to 4 P.M. is called in to start at 6 A.M. and finish at 4 P.M. will earn two hours of overtime but will not receive a schedule change premium.
- H. 9. Any payment of work schedule change premium compensation is in addition to the employee's regular salary and any overtime, shift-differentials or holiday work premiums to which he may be entitled.
- I. 1. When an employee is called in to work outside of his normal work schedule, he receives overtime pay in accordance with the provisions of the Premium Overtime Compensation Policy. Since no work schedule change is involved in such instances, the employee does not receive a work schedule change premium. However, when overtime work in excess of five and one-half hours is performed by an employee who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four consecutive hours off before the employee starts his next normal tour. For example, if the employee works from midnight until 6 A.M. and is scheduled to work the 8 A.M. to 4 P.M. tour, he receives two hours of excused time and starts his tour at 10 A.M.

**EXHIBIT M – PORT AUTHORITY HOLIDAY OPERATING RULES AND PROCEDURES, PAI 20-3.02, DATED 6/7/71, EXHIBIT A**

- A. Compensation for Holiday Work (other than police)
  - 4. b. When an employee is required to undertake holiday work and overtime work in the same pay period, the holiday premium is not considered in calculating his overtime rate of pay. When a single interval of working time constitutes both holiday work and overtime work, only one premium is paid.

**EXHIBIT O – USE OF RENTED AND EMPLOYEE-OWNED VEHICLES, PAI 15-3.05, DATED 8/16/83**

III. Taxis

When taxis are used by employees on Port Authority business for purposes of commutation (e.g., an employee has worked late hours and his/her normal mode of commutation of a PA vehicle is unavailable), the Port Authority will reimburse the employee for the additional transportation costs he/she incurs. PAI's 30-3.01 or 30-3.51, Reimbursable Expenses, outlines the conditions governing such reimbursement due to short term assignments, extra duty, non-scheduled workdays, attendance at Port Authority related business, civic and professional meetings, and overtime.

**EXHIBIT Q – CERTAIN WORK RULES**

I. Toll Collector Work Rules

- T. Toll Collector overtime rosters will be updated on January 1st of each year.

II. Tunnel and Bridge Agent Work Rules

E. During the term of this Agreement, the Port Authority agrees to provide all Tunnel and Bridge Agents and Senior Tunnel and Bridge Agents with Crash Injury Management (CIM) Training. CIM Training will be provided in lieu of the First Aide/CPR Training and Oxygen Therapy/Pocket Mask Training courses. Employees required to certify in CIM will receive two (2) hours of overtime for time necessary to prepare (homework, study, reading, etc.) for the written test requirements.

VI. Information Services Operators Work Rules

3. Subject to operational needs, Port Authority management will make reasonable efforts to equalize ISO overtime by calling in ISO's from Regular Days Off, then from Vacation, then Holdovers from the previous tours and, then, the Senior Operator.

VII. Food Services Division Work Rules

10. Cab fare, as per the current practice, will be provided to employees for overtime worked that ends after 7 p.m.

VIII. Security Guard Work Rules

3. During the term of this agreement, the overtime roster for all Security Guards at the Lincoln and Holland Tunnels will be updated and posted daily. Overtime assignments should be in accordance with the Sr. TBA's and TBA's procedures executed on September 1, 2005.

**ATTACHMENT 2 – TWU SNOW POLICY**

1. If an employee at the completion of a tour wishes to go home but cannot because of snow conditions, the facility will accommodate the employee. The employee who opts to remain at the facility will not be paid. However, if subsequently that employee is needed and works, he/she will be paid at an overtime rate for any additional hours worked and for "sleep time."

2. If an employee is requested to remain at a facility beyond his/her normal tour because of snow conditions, that employee will be paid at an overtime rate for any additional hours worked. If an employee is requested to remain at a facility for that period of time spent sleeping, the employee will be paid at an overtime rate for sleep time.

**ATTACHMENT 5 – TOLLS OVERTIME ASSIGNMENTS, DATED 10/13/68**

When Personnel Department Information Bulletin No. 38 - Seniority - was published, it was indicated that seniority in determining overtime assignments for tolls personnel would be handled separately. Working with Local 1400 of the TWU, this Department announces the publication of the enclosed Instruction - "Tolls Overtime Assignments."

This Instruction is an elaboration of the overtime policy described by me in a Bulletin issued on April 19, 1968 to all tolls personnel on the subject of RDO's and Overtime. In essence it provides for an equitable distribution of overtime to those who desire it, and the utilization of seniority rosters, inversely, to record overtime hours worked and make compulsory assignments. This Instruction will take effect immediately.

*[Signed by Arthur P. Tate, General Manager, Tunnels & Bridges Operations Division]*

**ATTACHMENT 5 – INSTRUCTIONS - TOLLS OVERTIME ASSIGNMENT, DATED 10/13/68**

**I. INTRODUCTION**

The Instruction outlines the policy and procedures for maintaining facility overtime rosters and distributing overtime assignments among toll collectors as required by Personnel Department Information Bulletin #38, subject - Seniority.

**II. POLICY**

In recognizing the special and unusual needs of the toll collectors at the T&B facilities and the concomitant need to meet management's commitment to serve the public, unplanned conditions sometimes will require the extension of a tour of duty or the cancellation of a day off or a holiday to meet operating contingencies this department will –

1. Initially construct all rosters for compulsory overtime in inverse order of classification seniority at each facility.
2. Offer overtime opportunities to those eligible who desire it before making compulsory assignments, and ...
3. In making compulsory assignments those eligible with negative compensatory time will be chosen before those who have worked the least amount of overtime.

**III. SENIORITY**

In all instances where seniority is used in determining who shall work overtime, it shall mean classification seniority and will be applied in inverse order.

**IV. OVERTIME AS AN EXTENSION OF A TOUR (Short Term Overtime)**

**A. Voluntary Assignments**

Overtime normally in the amount of four (4) hours or less, at the end of a tour, should first be covered by those qualified collectors assigned to the plaza where the need exists by those whose ending time is the same as or earlier than the starting time of the overtime assignment. (Supervisors may seek volunteers from other plazas if operating conditions so dictate.)

All those collectors meeting the above criteria will be contacted by the plaza supervisor and asked whether they care to volunteer based on the following priorities.

1. The collector actually working the assignment where overtime is expected (Incumbent).
2. The volunteering collector with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

**B. Compulsory Assignments**

If the overtime assignment(s) cannot be filled by volunteers the supervisor will make compulsory assignments from among those toll collectors whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

TWU Overtime Provisions

1. Those with negative compensatory time starting with the one who has the greatest amount.
2. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

C. Substitutions

Substitutions will be permitted if they are qualified and can meet the starting time.

V. CANCELLATION OF RDO OR HOLIDAY

A. Constraints

In calling in toll collectors for overtime assignments on holidays or regular days off, care must be exercised to insure that the constraints listed below are not violated except when essential to meet operating contingencies and then only after assurance that all possibilities for voluntary assignments have been exhausted.

1. No collector shall work two full consecutive tours (16 hours).
2. At least one tour (as described in PAI 20-3.07 II D 3) shall separate the last tour wherein a collector worked and the tour she reports back to duty.
3. A collector shall have at least one regular day off of any series of days off (including holidays).
4. Regular days off contiguous to either end of a vacation period shall not be cancelled.

B. Overtime Volunteers

So that overtime opportunities can first be offered to those who desire it before compulsory assignments are made, all collectors seeking these assignments will be permitted to submit their names as overtime volunteers. This will then be indicated by an appropriate symbol next to their names on the Overtime Work Roster.

1. Overtime opportunities will first be offered to those overtime volunteer collectors who work the tour wherein the overtime assignment exists and are on RDO or holiday starting with:
  - a. Those who owe four (4) or more hours of negative compensatory time starting with the collector who owes the most time.
  - b. Those who worked the least amount of overtime.
2. If no volunteers are available from the volunteer list for the affected tour, the volunteer list for the next tour will be used in the order described in 1 above; e.g. from 8-4 tour list to 4-12 tour list, from 4-12 tour list to 12-8 tour list.
3. Overtime volunteers who refuse two (2) overtime assignments in 30 days will lose their overtime volunteer designation for a three month period.

C. Compulsory Assignments

If no volunteers are available compulsory assignments will be made.

TWU Overtime Provisions

1. Negative Compensatory Time
  - a. Collectors with negative compensatory time of four (4) or more hours, who work the tour wherein the overtime assignment exists and are on an RDO or holiday, will be assigned the overtime starting with the collector who owes the most time.
2. Least Amount of Overtime Worked
  - a. Collectors who work the tour wherein the overtime assignment exists, and are on an RDO or holiday will be assigned the overtime starting with the collector who worked the least amount of overtime hours.
3. Coverage From Other Tours

If no collectors on the affected tour can be contacted the supervisor will consult the next tour's list for collectors with:

  - a. Those with four (4) or more hours of negative compensatory time.
  - b. Those with the least amount of overtime.
4. Substitutions

Substitutions will be permitted if they are qualified.

VI. EARLY CALL IN

Whenever operating conditions require an assignment be covered before its regular scheduled starting time, it will be covered by the qualified assigned collector in terms of scheduled reporting time and technical abilities required.

VII. OVERTIME WORK ROSTERS

The Overtime Work Roster will be used to obtain overtime coverage whenever its use is called for in this Instruction.

A. Description

1. The Overtime Work Roster shall consist of a listing of all toll collectors, by tour, assigned to a tolls unit in the order of classification seniority.
2. Columns shall be maintained alongside the list of names to record the date, the number of overtime hours worked, and refusals by collectors on volunteer list.
3. The last column shall show the cumulative number of hours worked by each collector.
4. In the event an employee is not given the opportunity to work an overtime assignment in accordance with this procedure the employee will receive payment equal to the time of the employee who worked.

B. Maintenance of Roster

1. Overtime hours worked will be maintained on the Overtime Work Roster for periods of one year beginning April 1, with each new roster starting at zero.

TWU Overtime Provisions

2. Roster will be updated daily.
3. A current copy of the roster shall be posted and available for review by all toll collectors.

C. Time Transfer

1. Collectors transferring from one facility to another will carry their overtime record with them.
2. Collectors reporting to a facility directly from initial training will be credited with the amount of time possessed by the facility collector with the least amount.
3. Collectors who are sick for 30 or more consecutive days shall be credited, for each 30 day period, the monthly average possessed by them on the current list before their illness.

D. Implementation

1. When overtime assignments must be made via the overtime work roster, supervisors will:
  - a. List the names of those collectors who are eligible and next to each name place the amount of cumulative overtime worked.
  - b. Assignments will be made starting with those who have the least amount of overtime hours worked. e.g. On April 1, the list will show no one with overtime hours. At this time assignments will be made starting with those who have the least seniority.

VIII. NEGATIVE COMPENSATORY TIME ROSTER

A. Description

1. The Negative Compensatory Time Roster shall consist of a listing of all toll collectors within a specific tolls unit who owe time.

B. Maintenance of Roster

1. Negative Compensatory Time Roster will be maintained perpetually by tour and updated daily.
2. A collector incurring negative time will have this time posted next to her name on the Negative Compensatory Roster issued the following day.
3. Negative time worked off under conditions which would ordinarily be described as overtime will not be paid premium rates nor will these hours be placed on the Overtime Work Roster. Only that time worked after all negative time is consumed will be treated as overtime.
4. A current copy of the roster shall be available for review by all toll collectors.

C. Implementation

1. When overtime assignments must be made via this roster, supervisors will:
  - a. List the names of those collectors who are eligible for overtime assignment and next to each name place the amount of time owed.

- b. Assignments will be made starting with those who have the greatest amount of time owed.

IX. TOLLS POOL

The Tolls Pool will be considered a Tolls Unit and will adhere to the requirements of this Instruction.

A. Short Term Overtime

Pool collectors working a facility where a short term exists will be treated the same as facility collectors. They will be permitted to volunteer and will also be subject to compulsory assignment if their overtime or owed time records so require. These records will be obtained from the Pool Dispatcher.

B. Cancellation of Regular Days Off and Holidays

The Pool will cover its commitments by canceling RDO's or Holidays as described in this Instruction.

**ATTACHMENT 6 – DISTRIBUTING OVERTIME WORK ASSIGNMENTS – SENIOR TBA AND TBA**

I. POLICY

This procedure is intended to standardize the recording and distribution of all overtime, both with respect to opportunities and actual hours worked. Although overtime hours may be accumulated by different means, i.e., scheduled overtime, holdover, early-call-in, RDO cancellation, etc., true equalization requires distribution on an equal basis for all employees in the unit who are available.

II. ASSIGNMENT OF RESPONSIBILITIES

- A. The Tour Supervisor is responsible for administration of a fair and equitable system.
- B. The staff member assigned by the facility will maintain a master overtime roster.
- C. The FS-5 will utilize the copy of the overtime roster as the basis for non-scheduled overtime assignments and ensure the recording of appropriate opportunities or hours worked.

III. RECORDS

- A. The overtime roster is to be used to record all overtime work or work opportunities declined. The form provides for the listing of each employee and a box for each day of the month. The FS-5 will indicate in the top portion of the appropriate box, for the day and the individual the overtime hours either worked or declined, and add the new hours to the previous total entering the new total in the lower half of the box. (Red will be used for hours refused, Blue for hours worked and also for total hours.)
- B. TBA Cancellation Voluntary

A log book will be maintained at the FS-5 desk in which a TBA or Sr. TBA can indicate his or her availability to work his or her scheduled RDO, Holiday, or Vacation and the specific tour(s) for which he or she is available. After entering his or her name he or she should indicate the tours for which he or she is available by placing an "X" in the appropriate column. He or she must also at that time place an "O" in any tour(s) he or

she is not interested in working. If any change is made subsequent to the entry of availability, the change must be initialed by both the employee involved and the FS-5. This of course is to prevent tampering. Solicitations for overtime will be made from this voluntary list before soliciting from any other source. The results of solicitations or solicitation attempts will be recorded by the FS-5 in the appropriate column next to the "X." In this way, the FS-5 on subsequent tours will have a record of all solicitations.

IV. CHARGING OVERTIME HOURS

- A. Voluntary cancellation of RDO, Holiday, or Vacation

The actual hours worked will be charged when an employee from the voluntary list works on his or her scheduled RDO, Holiday, or Vacation.

- B. Eight (8) hours (red) will be charged when an employee on the voluntary list is either called for a requested tour and is unavailable or refuses the assignment.
- C. No employee can accumulate more than eight (8) hours in one day.

V. OTHER OVERTIME

- A. Holdovers or early-call-ins will be offered to all available employees starting with the employee with the lowest total hours. The actual total hours of all available employees will be recorded in the remarks section of the appropriate roll call by the FS-5 at the time the overtime requirement is apparent. Each employee will be contacted starting with the employee with the lowest total hours until the manpower need is satisfied. Each refusal will be documented and each individual will be charged with four (4) (red) hours.

In the case of early-call-ins each individual who refuses will be charged with four (4) red hours. No charge will be made if the supervisor is unable to establish contact with the employee.

VI. RDO, HOLIDAY OR VACATION CANCELLATION OTHER THAN BY REQUEST

- A. In the event the voluntary list is exhausted and it is necessary, the FS-5 will call employees on RDO, Holiday or Vacation who are not in the log book.
- B. Available employees will be contacted beginning with the employee with the lowest total hours. Hours will be charged only for hours worked.
- C. No hours will be charged if contact cannot be established or work refused.

VII. LIMITATIONS ON OVERTIME WORK

- A. To fill a full tour
1. First try to cover with a volunteer from the log book
  2. Second try to cover with a holdover and early-call-in
  3. Third try to cover with a holdover or early-call-in
  4. Fourth try to cover with a RDO, Holiday, or Vacation not in the log book

- VIII. In the event an employee is not given the opportunity to work an overtime assignment the employee will receive payment equal to the time of the employee who worked.

IX. COMPULSORY ASSIGNMENTS

If the overtime assignment(s) cannot be filled by volunteers, the FS-5 will make compulsory assignments from among those TBA's whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

- A. Those with negative compensatory time starting with the one who has the greatest amount.
- B. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

Note: If the FS-5 is unavailable, the next level or supervisor will act in his/her stead.

*[Signed 9/1/05 by Jerome Lafragola, President of TWU Local 1400, and Stephen Napolitano, Asst. Director of TB&T]*

**ATTACHMENT 7 – INFORMATION BULLETIN NO. 38, SENIORITY, DATED 7/22/68**

OVERTIME

For a given work unit, overtime rosters will be compiled, according to class seniority at the beginning of each year. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster, as opposed to picking the next employee on the roster for an overtime assignment. This equalization process should conclude on the last scheduled work day of the year for each work group, and a new roster should then be developed for the following year on the basis of classification seniority within each work group.

**ATTACHMENT 10 – PART-TIME TOLL COLLECTOR PROGRAM**

7. Part-time Toll Collectors will have separate transfer lists. They will be issued the same uniforms as full-time Toll Collectors and they will be subject to the same performance standards as full-time Toll Collectors. Part-time Toll Collectors will be eligible for overtime after full-time Toll Collectors.

**ATTACHMENT 14 – DISTRIBUTION OF OVERTIME WORK ASSIGNMENTS, TWU AVIATION DIVISION EMPLOYEES**

I. Policy

This procedure is intended to standardize the recording and distribution of all overtime, except snow overtime for TWU employees assigned to maintenance, both with respect to opportunities and actual hours worked on an equal basis for all employees in the unit who are available and qualified.

Overtime will be voluntary in accordance with the following procedures except in emergency situations such as incidents, events or occasions of natural or other causes which threaten the life or safety of people, the operation or the physical integrity of the facility. Examples of emergencies include aircraft accidents, hijack or bomb threats, flooding, hurricane, snow and other serious weather threats.

II. Records

- A. For a given work unit, overtime rosters will be compiled, according to class seniority beginning with the first pay period of each year. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster for an

overtime assignment. This equalization process should conclude on the last scheduled work day of the last pay period of the year for each work group, and a new roster should then be developed for the following year on the basis of classification seniority within each work group.

- B. A daily record of overtime hours offered, worked or refused by each employee shall be maintained in a Master Overtime Work Roster by supervisory personnel.
- C. A current copy of the Overtime Work Roster will be posted daily for review by unit personnel.
- D. All overtime will be assigned and accounted for in minimums of 15 minute intervals.

III. Procedure

- A. Except as noted below, overtime will be offered to employees in the ascending order of their total overtime (worked and refused) actually attained or scheduled to be worked at the time the overtime is offered.
- B. The Overtime Work Roster will serve as the reference source for each employee's total overtime.
- C. Overtime Solicitation Priorities
  - 1. Full Tours
    - a. First – employees on RDO; Employees on vacation who indicate in writing to their supervisor that they wish to be called.
    - b. Second – combination of holdover and early-call-in.
    - c. Third – full tour holdover or call-in.
    - d. Fourth – next higher classification(s) in the bargaining unit.
    - e. Fifth – Substitution of lower classification personnel. In the event a substitution is necessary, and where a promotion eligible list exists, the employee assigned to the unit achieving the highest rank on the promotion list who is working the tour that must be filled shall be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job. If no list exists or all those on the list refuse or are not available, the next senior person by classification who is adjudged qualified by the unit supervisor will be offered the overtime.

NOTE: If the call creating the vacancy is received after 11 p.m., a one (1) hour period after receipt of the call (not to extend past 1 a.m.) may be utilized to solicit coverage.

2. Partial Tours (i.e., lateness of incoming employee)

The partial tour will be covered by holdover or early call-in (solicited from the Overtime Work Roster) based on ending time which is closest to the commencement of the partial tour overtime.

3. Extended Tours

- a. If a tour must be extended because of workload, i.e., later arrival of aircraft at

IAB or contractor working beyond expected completion time, the overtime will be offered to the person working the position directly involved.

- b. If the person already performing the work will not accept the overtime, it will be offered as a holdover to an employee of equal classification performing the same assignment or work detail.
- c. If such employees are unavailable, the overtime will then be offered in order of least total overtime worked to those of proper classification and qualification who are on duty.

D. Telephone Notification

When overtime is offered via telephone, instances of “no answer”, “not at home” or machine answered calls will be documented as overtime hours having been offered, but they will not count toward work refused or total overtime totals.

E. Refused Overtime

Employees will be charged an amount equal to the number of hours overtime they were offered but not to exceed eight (8) hours in a calendar day. (If overtime is worked within that calendar day, only the hours worked will be posted). Four (4) hours is the maximum number of hours that can be charged for a holdover or early call-in.

IV. In the event an employee is not given the opportunity to work an overtime assignment in accordance with this procedure, the employee will receive payment equal to the time of the employee who worked.

V. Compulsory Assignments

If the overtime assignment(s) cannot be filled after all of the above by volunteers, a supervisor will make compulsory assignments from staff whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

- A. Those with negative compensatory time starting with the one who has the greatest amount.
- B. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

NOTE: Employees who refuse to work a compulsory assignment due to a demonstrable personal emergency, i.e. sickness or death in family, child care problem, will not be disciplined.

**ATTACHMENT 17 – PROCEDURES FOR SELECTION, TRAINING AND PLACEMENT OF AIRPORT OPERATION AGENTS (AOA)**

5. It is understood that a candidate, while in training, will not work overtime in the schedule that would normally have been available to a permanently or provisionally assigned AOA. If no permanent or provisional AOA or Senior AOA staff accept the overtime assignment, a trainee, who is qualified for that assignment, may work the overtime.

**ATTACHMENT 18 – DISTRIBUTION OF OVERTIME WORK ASSIGNMENTS, PABT EMPLOYEE – INFORMATION AGENTS, BAGGAGE ATTENDANTS, BUS TERMINAL AGENTS, RED CAPS**

I. Policy

This policy outlines the procedures to be followed for the recording and distribution of all overtime, for TWU employees assigned to the Port Authority Bus Terminal with respect to opportunities and actual hours worked on an equal basis for all employees in the unit who are available and qualified.

Overtime will be voluntary in accordance with the following procedures except in emergency situations such as incidents, events or occasions of natural or other causes which threaten the life or safety of people, the operation or the physical integrity of the facility. Examples of emergencies include bomb threats, flooding, hurricane, snow and other serious weather threats.

II. Records

For a given work unit, overtime rosters will be compiled, according to class seniority beginning with the first pay period of each year. Overtime assignments should be based on equalizing hours offered to all qualified employees on the roster, as opposed to picking the next employee on the roster for an overtime assignment. This equalization process should conclude on the last scheduled work day of the last pay period of the year for each work group, and a new roster should then be developed for the following year on the basis of classification seniority within each work group.

A daily record of overtime hours offered, worked or refused by each employee shall be maintained in a Master Overtime Work Roster by supervisory personnel.

A current copy of the Overtime Work Roster will be posted daily for review by unit personnel.

All overtime will be assigned and accounted for in minimums of 15 minutes.

III. Procedure

Except as noted below, overtime will be offered to employees in the ascending order of their total overtime (worked and refused) actually attained or scheduled to be worked at the time the overtime is offered.

The Overtime Work Roster will serve as the reference source for each employee's total overtime.

Overtime Solicitation Priorities

Full Tours

First - employee on RDO; Employees on vacation who indicate in writing to their supervisor that they wish to be called.

Second - combination of holdover and early-call-in.

Third - full tour holdover or call-in.

Fourth - next higher classification(s) in the bargaining unit.

Fifth - Substitution of lower classification personnel. In the event a substitution is necessary, and where a promotion eligible list exists, the employee assigned to the unit achieving the highest rank on the promotion list who is working the tour that must be filled shall be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job. If no list exists the next senior person by classification who is adjudged qualified by the unit supervisor will be offered the overtime.

### Full tours (Bus Terminal Agents)

First an overtime volunteer list will be maintained in the operations office log book for any Bus Terminal Agent on RDO or vacation, who wants to work overtime. They will enter into the log book which days and specific tours they are available to work. If, more than one BTA volunteers for the same day and tour, overtime will be offered first to BTA with lowest number of hours worked. If the BTA on the Overtime Volunteer list is called for a requested tour and declines the overtime, he or she will be charged for the hours offered (not to exceed 8 hours in a day) on the Overtime Work Roster.

Second - Combination of holdover or early-call-in.

Third - Full tour hold over or early-call-in.

Fourth - BTA's on their RDO's who's name is not on the Overtime Volunteer list will be solicited based on the lowest number of hours on the Overtime Work Roster. Hours will only be charged to these BTA's if overtime is actually worked, not if contact is not established or the overtime is refused.

Fifth - Substitution of lower classification personnel. In the event a substitution is necessary and where a promotion eligible list exists, the employees assigned to the unit achieving the highest rank on the promotion list who is working the tour that must be filled will be selected unless it can be demonstrated by the unit supervisor that the senior eligible employee cannot carry out the responsibilities of the job. If no list exists the next senior person by classification who is adjudged qualified by the unit supervisor will be offered the overtime.

### Partial Tours (i.e., lateness of incoming employee)

The partial tour will be covered by holdover or early-call-in (solicited from the Overtime Work Roster) based on ending time which is closest to the commencement of the partial tour overtime.

### Extended Tours

If a tour must be extended because of workload, the overtime will be offered to the person working the position directly with the closest ending time, involved and least amount of overtime hours.

If the person already performing the work will not accept the overtime it will be offered as a holdover to an employee of equal classification performing the same assignment or work detail.

If such employees are unavailable, the overtime will then be offered in order of least total overtime worked to those of appropriate classification and qualification who are on duty.

### Telephone Notification

When overtime is offered via telephone, instances of "no answer," "not at home" or machine answered calls will be documented as overtime hours having been offered, but they will not count toward work refused or total overtime totals.

### Refused Overtime

Employees will be charged an amount equal to the number of hours overtime they were offered but not to exceed eight (8) hours in a calendar day. (If overtime is worked within that calendar day, only the hours worked will be posted.) Four (4) hours is the maximum number of hours that can be charged for a holdover or early-call-in.

- IV. In the event an employee is not given the opportunity to work an overtime assignment in accordance with this procedure, the employee will receive payment equal to the time of the employee who worked.

V. Compulsory Assignments

If the overtime assignment(s) cannot be filled after all of the above by volunteers, a supervisor will make compulsory assignments from staff whose ending time is the same or earlier than the starting time of the overtime assignment in the following order:

- A. Those with negative compensatory time starting with the one who has the greatest amount.
- B. Those with the least amount of overtime hours worked as indicated on the Overtime Work Roster.

Note: Employees who refuse to work a compulsory assignment due to a demonstrated personal emergency i.e., sickness or death in family, child care problem, will not be disciplined.

Employees who waive overtime by memorandum will still have overtime charged for purposes of equalization.

**ATTACHMENT 20 – JFK INTERNATIONAL AIRPORT, SNOW OVERTIME PROCEDURES FOR TWU EMPLOYEES ASSIGNED TO MAINTENANCE**

I. Policy

Snow storms at airports are considered by both management and the TWU to be more critical than at other organization facilities. Staffing during such snow storms will be determined solely by JFK management based on the snow storm forecast.

II. Guidelines

1. In accordance with PAI 20-3.07, entitled "Work Schedules - Pay Plan C (Non-Police) employees," snow emergency work schedules will be posted.

2. The posted snow emergency work schedule will consist of an "A" and a "B" shift. The "A" shift will commence 7:00 a.m. and end 7:00 p.m.. The "B" shift will begin 7:00 p.m. and conclude 7:00 a.m. "A" and "B" shifts will switch every second Friday, e.g. "A" shift will begin 7:00 p.m. and conclude 7:00 a.m. "B" shift will commence 7:00 a.m. and end 7:00 p.m. In the event of a late forecast for snow where a shift does not begin until 11:00 p.m., employees in the covered membership may be given the option to work four (4) hours overtime (from 7:00 a.m. to 11:00 a.m.) to continue to work on snow or at their regular assignments. This option will not apply to employees who have worked their RDO or holiday.

Management, in the event of an unforeseen, unforecasted snowstorm, has the right to change the starting time of any shift.

3. In accordance with PAI 20-3.07, previously referenced, a minimum of four (4) consecutive hours off between tours must be provided to the employee. However, JFK management will make all reasonable attempts to provide the employee with eight (8) consecutive hours off between tours.

4. When snow is forecasted, JFK management has the right to bring crews back one half (1/2) hour earlier than their normal lunch or break. (Return is mandatory.) All employees not affected by snow emergency coverage will have their lunch one-half (1/2) hour earlier on such days.

If an employee does not return as mandated and therefore is unavailable for snow, that employee will be moved to the bottom of the snow emergency work roster.

5. a) Snow emergency work assignments, on first attempt for coverage, will be voluntarily accepted by the employee. After the first attempt for coverage, mandatory snow emergency work assignments will be given to employees by JFK management due to the emergency.

b) For snow emergency work assignments from 3:30 p.m. to 7:00 p.m., if an employee is on RDO, single vacation day or personal excused day, that employee will not be moved on the snow emergency work roster. However, when an employee is RDO during the week and a twelve (12) hour, (7:00 p.m. to 7:00 a.m.), tour is required, that employee will be called when their name comes up on the snow emergency work roster.

c) If an employee is scheduled to work on a weekend (i.e., Saturday, Sunday) or a holiday and cannot be available for snow emergency call in, that employee will not be moved on the snow emergency work roster. The exception will be if the employee is held over four (4) hours to work snow.

d) The day shift, Monday through Friday, will not be required to call in employees on RDO or vacation.

**ATTACHMENT 29 – INFORMATION BULLETIN NO. 4, YEAR END ADJUSTMENT OF WORK SCHEDULE EXCESSES AND DEFICIENCIES FOR SERVICE C FIELD STAFF OTHER THAN POLICE, DATED 5/19/64**

For the year 1964 and thereafter, the manner in which work schedule excesses and deficiencies for field staff should be treated under the overtime policy is as follows:

1. Employees who have work schedules which in one calendar year are in excess (i.e., schedules which contain less than 115 days off attributable to regular days off and Port Authority paid holidays), will be paid at one and one-half times their hourly rate of pay for all hours worked attributable to such schedule excess.
2. Employees who have work schedules which in one calendar year are deficient (i.e., schedules which contain more than 115 days off attributable to regular days off and Port Authority paid holidays), will not have the deficient time charged as owed time to be paid back during the following year. However, management in its discretion may require employees to work on days designated as regular days off on the work schedule towards the end of each calendar year in order to overcome a work schedule deficiency for that year.

**Overtime Provisions**  
**The Union of Automotive Technicians (UOAT)**  
***Memorandum of Agreement dated 8/23/2006 – 8/22/2011***

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**ARTICLE XVI. OVERTIME GUIDELINES FOR CENTRAL AUTOMOTIVE DIVISION EMPLOYEES**

- A. Overtime Equalization Rosters shall be effective from January 1st to December 31st.
- B. Overtime Equalization Rosters shall be maintained by each Shop Steward; a current copy of which shall be supplied to each Shop Supervisor.
- C. Initial Overtime Equalization Rosters shall be listed by seniority by title.
- D. Employees required for overtime work will be solicited by the Shop Steward, based on their status on the Overtime Equalization Roster and qualifications to perform the required task.
- E. Any employee who refuses overtime for any reason will be charged with the opportunity for the time actually worked. Switching will not be permitted for any reason.
- F. Consistent with paragraphs K and L below, in the event that all employees refuse overtime, the employee with the lowest amount of charged overtime hours pursuant to the Overtime Equalization Roster will be ordered to work the overtime unless he arranges for a substitute.
- G. Employees who are absent from work because of illness or excused absence will not be offered or charged with an overtime opportunity.
- H. Employees designated by the Office of Medical Services (OMS) as being allowed to perform certain job related duties and responsibilities in accordance to activity restrictions (i.e., Desk Duty, no lifting in excess of 25 lbs, etc.), and who, are assigned to work under such restrictions, shall be allowed to work voluntary overtime while on restricted duty assignment and pursuant to their restrictions.
- I. An employee newly assigned to a shop will be initially charged with one hour of overtime more than the highest employee on the Overtime Equalization Roster.
- J. Any employee who accepts overtime and does not report for the assignment shall be charged with a double overtime and must arrange for a qualified substitute. The employee must also insure that his supervisor is advised.
- K. Notification of compulsory overtime contiguous to a tour will be made no later than two (2) hours prior to the end of the tour, except where extraordinary circumstances make it impossible for management to do so.
- L. Notification of compulsory overtime scheduled for a weekend will be made no later than the prior Thursday, unless extraordinary circumstances make it impossible for management to do so.
- M. A guarantee of four (4) hours pay at time and one-half (1½) will be provided for all overtime incurred as a result of a call-in from off-duty status. All "call-ins" will be arranged by the respective Shop Stewards, or their alternate, in order to satisfy the manpower needs as determined by management. If the Shop Steward fails to arrange for the necessary qualified manpower in a reasonable time, the supervisor may direct an employee to report.
- N. An employee temporarily assigned to another shop will be charged with overtime hours worked or refused at the temporary assignment and those hours will be added to the Overtime Equalization Roster at his permanent shop.

O. Call-Ins:

Between the hours of 4 a.m. and 4 p.m. the day shift employees will be called. Between the hours of 4 p.m. and 4 a.m. the night shift employees will be called.

P. Scheduled Overtime (within each facility):

For all scheduled winter season (November 15th to April 15th) overtime between the hours of 7 a.m. and 3:30 p.m., the day shift employees will be requested to work and for overtime between the hours of 3:30 p.m. and 11:30 p.m., the night shift employees will be requested to work. Between April 15th and November 15th, equalization of all overtime will be attempted by requesting either the day or night shift employees to work on daytime scheduled overtime.

Q. When an employee is directed to stand by at his home or the facility, he will be paid for all hours he is required to stand-by.

R. Except as provided in Section XVII, B.6, employees will no longer be eligible to receive meal allowance payments for overtime work, pursuant to PAI 20-3.09, dated July 30, 1978.

S. Other Coverage

1. No advance notification

- a. Central Shop employees will continue to be selected by the Central Shop Supervisor for assignment at other facilities on a one (1) day basis and sign in and out from the Central Shop (analogous to a road call situation).

2. Advance notification

- a. The Central Shop will be utilized to cover manpower shortages only at New Jersey Auto Shop locations. Coverage of manpower shortages at New York Shops will continue, as is current practice.
- b. Central Shop manpower will be assigned to day shifts. However, when coverage from the Central Shop is required for a day shift or a night shift at other New Jersey Auto Shop locations, Central Shop employees will be used in order of seniority in title.
- c. Requirements for such coverage will be identified no later than 2 pm of the preceding day and the employee will be selected through the Shop Steward in accordance with the seniority in title. The assigned employee will sign in and out at the temporary location. Work Schedule Change Premium payments, pursuant to PAI 20-3.07, annexed hereto as Exhibit K-5, shall continue to be applicable.
- d. No employee will be assigned for a period in excess of five (5) working days. Where such requirements extend beyond five (5) working days, the Shop Steward at the Central Shop will be given an opportunity to identify an alternative employee, in accordance with seniority-in-title. The assigned employee may be required to work overtime at this temporary location.
- e. Whenever coverage for a manpower shortage is required for longer than thirty (30) days, the transfer guidelines annexed hereto as Exhibit G will be utilized.

3. Requirement For Additional Manpower Due to Workload

If the workload requires manpower in excess of the Auto Shop's permanent staff,. Central Shop employees will be selected in accordance with the above procedures, except that:

- a. An attempt will be made to satisfy the Auto Shop's workload requirement through overtime before establishing the need for additional manpower.
  - b. The assignment of an employee from the Central Shop for such situations will not exceed a total of five (5) working days.
4. For all the above assignments, whenever an employee from the Central Shop incurs additional travel cost, he will be reimbursed in accordance with the travel allowance provisions of Section XXVI, of the Memorandum of Agreement.

**ARTICLE XVII. CAD SNOW PROCEDURE AND UTILIZATION OF CENTRAL AUTOMOTIVE DIVISION PERSONNEL TO COVER OTHER FACILITIES**

**B. Snow Emergency Coverage**

The following provisions of this Paragraph (B) shall apply only to UOAT members who are organizationally employed within the Central Automotive Division for snow emergency coverage for the scheduled winter season which normally occurs November 15th to April 15th.

1. Day Shift Employees: Where there is no declared snow emergency in effect, day shift employees who are not slipped but who are currently required to work from 3:30 p.m. to 7 p.m. to cover for a slipped night tour shall be provided with a paid lunch break for the first day of each separate snow coverage call-in (1 per storm). Consequently, such employees will be compensated, if they work 7 a.m. to 7 p.m., at straight time rates for 8 hours and overtime rates for 4 hours.

**E. Snow Overtime**

For weekend work between the hours of 7 am to 7 pm, the day shift will be called. For weekend work between the hours 7 pm to 7 am, the night shift will be called. At the end of a snow emergency, employees may be required to continue working 7 to 7 until shop backlog has been relieved and shifts revert to normal schedules.

F. At the end of a snow emergency, those employees working on the night shift who are required to work a regular night shift, will be given sufficient excused time to provide 10 hours before reporting for their next regular night shift, provided that the employee had worked 8 or more consecutive hours.

G. Shift starting time at all Automotive Shops during snow emergencies shall be 7 am for the day shift and 7 pm for the night shift.

**ARTICLE XXV. COMPENSATORY TIME**

The present practice concerning compensatory time shall continue. The maximum number of overtime hours which can be banked by an employee in the covered membership shall be 240 hours.

**ARTICLE XLV. ROVING WELDER**

Any overtime opportunities arising from Welder/Fitter duties and responsibilities at either the George Washington Bridge or LaGuardia Airport, including Brooklyn Piers, Auto shops shall first be offered to the Welder assigned to the GWB Roving Home Base.

Any overtime opportunities arising from Welder/Fitter duties and responsibilities at the Central Shop, SIB or the Lincoln Tunnel Auto Shop shall first be offered to the Welder assigned to the Central Shop Roving Home Base.

The Roving Welders may be utilized to respond to Port Authority Auto Port Authority Auto Shops where Welder / Fitters are permanently assigned in order to provide replacement coverage due to an authorized absence or workload of a Welder/Fitter. In such cases the Central Shop Roving Welders would respond to the Auto Shops at Newark Airport and PATC and the Roving Welder based at GWB would respond to JFK Airport.

If in such circumstance any overtime opportunities arising from Welder/Fitter duties and responsibilities at such an Auto Shop, it shall first be offered to the Welder/Fitter permanently assigned to that Auto Shop. The Roving Welder will be eligible for such overtime opportunities only after all permanently assigned Welder Fitters at that Auto Shop have either elected not to accept the overtime work, or all permanently assigned Welder Fitters at that auto shop have accepted the overtime work and still more Welder Fitter overtime work is available at that Auto Shop.

The Roving Welders will continue to work shop overtime when slipped shifts are implemented at their Home Base Auto Shops. However, a response by a Roving Welder to a facility Auto Shop not working a slipped shift will not necessitate that this particular Auto Shop slip its shift, nor will the Home Base Auto Shop be slipped automatically if the Roving Welder is sent to a facility that is slipped. If the Roving Welder is sent to a facility that has slipped its shift, the Roving Welder will work the slipped shift hours at the facility he is assigned to.

## **EXHIBIT J – CONSOLIDATION OF AUTOMOTIVE MECHANICS**

### INCUMBENT AUTOMOTIVE MECHANICS – LIGHT VEHICLE

The training required of the Automotive Mechanics -Light Vehicle on staff will consist primarily of courses in hydraulics, diesel engines, four-wheel drive and pneumatics. It is estimated that the duration of this training will be approximately 120 hours, no less than one-half of which will be provided during the employees' normal working hours, not to exceed 60 hours. The balance of the training will be undertaken on Saturdays or after normal work hours and employees will be compensated at overtime rates. Management will make every effort to arrange the training to accommodate each employee's personal circumstance.

## **EXHIBIT K-2 – PORT AUTHORITY HOLIDAYS, PAI 20-3.02, DATED 6/7/71, EXHIBIT A, PORT AUTHORITY HOLIDAY OPERATING RULES AND PROCEDURES**

- A. Compensation for Holiday Work (other than police)
  - 4. b. When an employee is required to undertake holiday work and overtime work in the same pay period the holiday premium is not considered in calculating his overtime rate of pay. When a single interval of working time constitutes both holiday work and overtime work, only one premium is paid.

## **EXHIBIT L-13 – SNOW EMERGENCY PROCEDURES UTILIZATION OF PERSONNEL FROM CENTRAL SHOP**

*Letter dated 12/19/95*

*To: John Lynch, President of UOAT*

*From: Jim Anselmi, Manager, Central Automotive Division*

Central Shop staff assigned to facilities during snow emergencies will be treated as facility shop personnel for the purpose of sleeping, meal allowance, overtime, shift differential. etc., for the duration of the assignment.