FOI #15227

Torres Rojas, Genara

From: ted.mann@wsj.com
Sent: Monday, August 18, 2014 12:44 PM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Ted
Last Name: Mann
Company: The Wall Street Journal
Mailing Address 1: 1211 Sixth Ave.
Mailing Address 2: 5th Floor
City: New York
State: NY
Zip Code: 10036
Email Address: ted.mann@wsj.com
Phone: 2124162660
Required copies of the records: Yes

List of specific record(s):
Copies of any memoranda of understanding, contracts or other agreements, from 2010 through the present date, between the Port Authority and the Port Authority Police Benevolent Association Inc., or any representatives thereof, concerning Airport Rescue Fire Fighting ARFF, scope of and responsibilities related to ARFF duties, related compensation, or other associated matters.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

September 10, 2014

Mr. Ted Mann
The Wall Street Journal
1211 Sixth Avenue, 5th Floor
New York, NY 10036

Re: Freedom of Information Reference No. 15227

Dear Mr. Mann:

This is in response to your August 18, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for copies of "any memoranda of understanding, contracts or other agreements, from 2010 through the present date, between the Port Authority and the Port Authority Police Benevolent Association Inc., or any representatives thereof, concerning Airport Rescue Fire Fighting ARFF, scope of and responsibilities related to ARFF duties, related compensation, or other associated matters."

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/15227-LPA.pdf. Paper copies of the available records are available upon request.

Certain portions of the material responsive to your request are exempt from disclosure pursuant to exemptions (1) and (4) of the Code.

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

225 Park Avenue South, 17th FL
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

May 9, 2013

Mr. Paul Nunziato
President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632

Re: General Resolution

Dear Mr. Nunziato:

This letter sets forth the agreement by and between the Port Authority of New York and New Jersey ("Port Authority") and the Port Authority Police Benevolent Association, Inc. ("Association") in resolution of the below named pending grievances:

1. On or before July 1, 2013, the Port Authority will pay the amount of Six Million Dollars ($6,000,000.00) to the Association in full settlement of the cases filed by the Association as listed in Paragraph 4 herein. In addition to the sum above, the Port Authority will pay any and all monies due and owing pursuant to the award in 62P-03 to the Association. The PBA will determine the distribution of the resolution funds and advise the Port Authority accordingly.

2. The Port Authority and the Association agree that the settlement of these matters does not constitute an admission of violation of the Memorandum of Agreement on the part of the Port Authority concerning the allegations contained in the grievances. The Port Authority and the Association further agree that the settlement of these matters does not constitute an admission by the Association that this agreement represents compliance with the terms of the Memorandum of Agreement. The settlement of these cases is without prejudice as to any future claims, arguments or defenses by either party.

3. This settlement has no precedential value and **shall** not be used or cited as precedent, or for any other purpose by either the Port Authority or Association, or their employees or agents, in any proceedings, whether in any Court grievance/ arbitration process, or any proceeding before the Port Authority Employment Relations Panel whether the same is currently pending or may be instituted in the future.

4. The attached list of arbitration cases (List A) are withdrawn in connection with this agreement. The Association will advise each arbitrator in writing, with a copy to the Port Authority that the grievance(s) pending before them is withdrawn with prejudice.

5. The following cases presently in hearing before the below listed arbitrators are consolidated for hearing before Arbitrator Martin Scheinman:

Case Number	Arbitrator
a. 4P-00	Martin Scheinman
b. 55P-01	John Sands
c. 56P-01	Martin Scheinman
d. 57P-01	Martha Cooper
e. 58P-01	Scott Buchheit
f. 69P-01	Howard Edelman

6. The attached list of cases (List B) presently filed by the Association and pending for arbitration, but not yet assigned to an arbitrator shall be scheduled in the manner provided by the Letter of Agreement, dated the 9th day of May 2013, dividing the arbitration, discipline and medical hearing dockets. The following cases have been assigned to an arbitrator and will proceed to hearings, 5P-06 and 21P-06.

7. The Port Authority will comply with the awards of the arbitrators in the following matters and will pay all amounts owed on or before July 1, 2013:

a.	87P-03	Martha Cooper	9/24/2012
b.	14P-07	Mattye Gandel	8/13/2010

8. The Memoranda of Agreement have incorporated references to both the Labor Relations Instruction and the Port Authority Employment Relations Panel among the negotiated terms and conditions of employment of members of the Association.

9. The Port Authority and the Association agree that unilateral modification to the provisions of the Labor Relations Instruction dated December 8, 1983 could harm established negotiated agreements between the Port Authority and the Association including, but not limited to the Memorandum of Agreement.

10. The Port Authority agrees that it will not modify the Labor Relations Instructions dated December 8, 1983 in any way that will diminish its obligations to collectively negotiate with the Association or any successor thereto including

limiting or modifying any procedure or process set forth in the Labor Relations Instruction on or before May 9, 2033.

11. This agreement shall not be effective unless and until the following agreements are approved by the Board of Commissioners and the gubernatorial review period applicable thereto expired without the exercise of a gubernatorial veto, Split of Grievance / Discipline / Medical Dockets and PBA ARFF Cadre Agreements.

12. This agreement shall not be effective prior to its approval by the Board of Commissioners and the gubernatorial review period applicable thereto expired without the exercise of a gubernatorial veto.

Please indicate your concurrence on behalf of the PBA by signing in the space provided below and return one executed original of this agreement to me.

Sincerely,

Pat Foye

Patrick J. Foye
Executive Director
Port Authority of New York and New Jersey

Concurrence:

Paul Nunziato

Date: 5/9/13

Paul Nunziato
President
Port Authority Police Benevolent Association, Inc.

EXHIBIT A

PBA/ ARFF SETTLED CASES

1	3P-99
2	41P-00
3	43P-00
4	68P-01
5	72P-01
6	78P-01
7	81P-01
8	85P-01
9	25P-02
10	39P-02
11	15P-03
12	41P-03
13	72P-03
14	94P-03
15	5P-04
16	8P-04
17	24P-04
18	31P-04
19	38P-04
20	58P-04
21	79P-04
22	3P-05
23	25P-05
24	30P-05
25	35P-05
26	45P-05
27	49P-05
28	55P-05
29	67P-05
30	68P-05
31	15P-06
32	18P-06
33	34P-06
34	37P-06
35	39P-06
36	45P-06
37	01P-07

38	05P-07
39	11P-07
40	13P-07
41	17P-07
42	18P-07
43	21P-07
44	22P-07
45	23P-07
46	25P-07
47	26P-07
48	27P-07
49	28P-07
50	29P-07
51	30P-07
52	31P-07
53	32P-07
54	34P-07
55	35P-07
56	1P-08
57	3P-08
58	4P-08
59	5P-08
60	6P-08
61	7P-08
62	9P-08
63	10P-08
64	11P-08
65	12P-08
66	14P-08
67	15P-08
68	16P-08
69	17P-08
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72	21P-08
73	22P-08
74	24P-08

75	25P-08
76	26P-08
77	27P-08
78	29P-08
79	30P-08
80	31P-08
81	32P-08
82	34P-08
83	35P-08
84	36P-08
85	38P-08
86	39P-08
87	40P-08
88	41P-08
89	43P-08
90	45P-08
91	47P-08
92	51P-08
93	52P-08
94	53P-08
95	54P-08
96	55P-08
97	56P-08
98	57P-08
99	63P-08
100	66P-08
101	67P-08
102	69P-08
103	70P-08
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105	73P-08
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110	78P-08
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113	81P-08
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117	87P-08
118	88P-08
119	89P-08
120	1P-09
121	3P-09
122	4P-09
123	5P-09
124	7P-09
125	8P-09
126	10P-09
127	12P-09
128	13P-09
129	14P-09
130	15P-09
131	16P-09
132	17P-09
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136	22P-09
137	23P-09
138	24P-09
139	25P-09
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143	29P-09
144	30P-09
145	31P-09
146	32P-09
147	33P-09
148	34P-09

PBA/ ARFF SETTLED CASES

149	35P-09
150	36P-09
151	37P-09
152	38P-09
153	39P-09
154	40P-09
155	41P-09
156	42P-09
157	43P-09
158	45P-09
159	46P-09
160	48P-09
161	49P-09
162	51P-09
163	55P-09
164	56P-09
165	57P-09
166	59P-09
167	60P-09
168	61P-09
169	62P-09
170	64P-09
171	68P-09
172	69P-09
173	71P-09
174	72P-09
175	75P-09
176	76P-09
177	78P-09
178	79P-09
179	80P-09
180	82P-09
181	84P-09
182	50P-09
183	47P-09
184	52P-09
185	53P-09

186	63P-09
187	65P-09
188	77P-09
189	1P-10
190	3P-10
191	5P-10
192	7P-10
193	8P-10
194	10P-10
195	11P-10
196	14P-10
197	15P-10
198	17P-10
199	20P-10
200	29-P-10
201	31P-10
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203	33-P-10
204	36P-10
205	39P-10
206	43P-10
207	44P-10
208	45P-10
209	47P-10
210	48P-10
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213	51P-10
214	52P-10
215	53P-10
216	54P-10
217	55P-10
218	56P-10
219	57P-10
220	58P-10
221	59P-10
222	60P-10

223	61P-10
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225	63P-10
226	64P-10
227	65P-10
228	66P-10
229	67P-10
230	68P-10
231	69P-10
232	70P-10
233	71P-10
234	72P-10
235	73P-10
236	74P-10
237	75P-10
238	77P-10
239	78P-10
240	79P-10
241	81P-10
242	80P-10
243	82P-10
244	85P-10
245	86P-10
246	5P-11
247	8P-11
248	9P-11
249	12P-11
250	13P-11
251	14P-11
252	15P-11
253	16P-11
254	18P-11
255	19P-11
256	20P-11
257	21P-11
258	22P-11
259	23P-11

260	24P-11
261	25P-11
262	26P-11
263	27P-11
264	28P-11
265	29P-11
266	30P-11
267	31P-11
268	32P-11
269	33P-11
270	34P-11
271	35P-11
272	36P-11
273	37P-11
274	38P-11
275	39P-11
276	41P-11
277	42P-11
278	43P-11
279	44P-11
280	45P-11
281	46P-11
282	47P-11
283	48P-11
284	49P-11
285	52P-11
286	53P-11
287	54P-11
288	56P-11
289	57P-11
290	58P-11
291	61P-11
292	62P-11
293	63P-11
294	64P-11
295	66P-11
296	68P-11

PBA/ ARFF SETTLED CASES

297	69P-11
298	70P-11
299	72P-11
300	75P-11
301	77P-11
302	78P-11
303	79P-11
304	80P-11
305	81P-11
306	82P-11
307	83P-11
308	84P-11
309	85P-11
310	2P-12
311	5P-12
312	6P-12
313	7P-12
314	8P-12
315	9P-12
316	10P-12
317	11P-12
318	12P-12
319	14P-12
320	15P-12
321	17P-12
322	19P-12
323	20P-12
324	21P-12
325	22P-12
326	23P-12
327	24P-12
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329	26P-12
330	27P-12
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332	29P-12
333	31P-12

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335	34P-12
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340	41P-12
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343	44P-12
344	45P-12
345	46P-12
346	47P-12
347	48P-12
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349	50P-12
350	51P-12
351	52P-12
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355	57P-12
356	58P-12
357	60P-12
358	61P-12
359	62P-12
360	63P-12
361	64P-12
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379	84P-12
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381	86P-12
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390	97P-12
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392	99P-12
393	100P-12
394	101P-12
395	102P-12
396	103P-12
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398	105P-12
399	106P-12
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415	123P-12
416	124P-12
417	125P-12
418	1P-13
419	2P-13
420	3P-13
421	4P-13
422	5P-13
423	6P-13
424	7P-13
425	8P-13
426	9P-13
427	10P-13
428	11P-13
429	12P-13
430	13P-13
431	14P-13
432	15P-13
433	16P-13
434	17P-13
435	18P-13
436	19P-13
437	22P-13
438	23P-13
439	24P-13
440	25P-13
441	26P-13
442	27P-13
443	28P-13
444	29P-13

PBA/ ARFF SETTLED CASES

445	30P-13
446	31P-13
447	32P-13
448	36P-13
449	37P-13
450	39P-13
451	40P-13
452	41P-13
453	43P-13
454	44P-13
455	45P-12
456	46P-13
457	47P-13
458	48P-13
459	49P-13
460	51P-13
461	52P-13
462	53P-13
463	54P-13
464	55P-13
465	56P-13
466	57P-13
467	58P-13
468	59P-13

EXHIBIT B

LIST B

2008

13P-08
42P-08

2009

2P-09
9P-09
11P-09
18P-09
73P-09

2010

30P-10
31P-10
32P-10
33P-10
39P-10
79P-10
80P-10
82P-10

2011

12P-11
13P-11
17P-11
19P-11
20P-11
28P-11
29P-11
30P-11
31P-11
32P-11
33P-11
34P-11
35P-11
50P-11
52P-11
53P-11
55P-11
60P-11
62P-11
69P-11
72P-11
82P-11
84P-11
85P-11

2012

3P-12
4P-12
10P-12
33P-12
34P-12
39P-12
75P-12
77P-12
78P-12
91P-12
92P-12

2013

38P-13

May 9, 2013

Paul Nunziato
President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632

Dear Mr. Nunziato:

This letter shall memorialize the agreement between the Port Authority of New York and New Jersey and the Port Authority Police Benevolent Association, Inc.

Split of Grievance/Discipline/Medical Dockets

Memorandum of Agreement's Grievance, Discipline and Medical Hearing provisions to be modified as follows:

1) There will be a separate docket for each type of case: grievance arbitration, major/minor disciplinary arbitration and medical board hearings.

   a) Grievance Docket

      i) There shall be a single Grievance Docket consisting of grievances referred to arbitration by the PBA. The docket shall be ordered by the date the PBA requested, in writing that the matter proceed to arbitration.

      ii) Following submission of a the PBA's written demand that the matter proceed to arbitration the Port Authority will be responsible for assigning the next succeeding arbitrator on the arbitration roster to hear the matter.

      iii) Upon assignment, the Association and the Port Authority shall work with the arbitrator to establish a prompt hearing date and location.

   b) Discipline Docket

      i) There shall be one Discipline Docket consisting of major and minor disciplinary charges and specifications. The docket order shall be based upon the date the case was referred to arbitration or

a Board of Inquiry was requested by the Port Authority. For a major disciplinary matter, the date that the case is referred to arbitration is the date the charge is served. For a minor disciplinary matter, the date the case is referred to arbitration is the date the Port Authority requested, in writing a Board of Inquiry.

ii) The Port Authority will convene a Board of Inquiry whenever there are four (4) minor disciplinary charges pending. The Board of Inquiry shall consist of one (1) representative chosen by the Association, one (1) representative chosen by the Chief Security Officer and one (1) arbitrator from the list of arbitrators.

iii) Proceedings before the Board of Inquiry shall be as set forth in the Memorandum of Agreement except as specifically modified herein.

iv) The Port Authority shall be responsible for assigning an arbitrator from the arbitration roster for a major disciplinary charge, as that term is defined in the Memorandum of Agreement. The Port Authority shall assign the next succeeding arbitrator on the arbitration roster in rotation.

v) Upon assignment, the Association and the Port Authority shall work with the arbitrator to establish a prompt hearing date and location.

c) Medical Hearing Docket

i) There shall be one Medical Hearing Docket consisting of hearings arising under PAI 20-1.09. The date the affected police officer requests a hearing shall be considered the filing date. The Medical Hearing Docket shall be ordered by the date of filing.

ii) Medical hearings must be referred to arbitration in order of the filing date. The Port Authority shall assign the next succeeding arbitrator on the arbitration roster in rotation.

iii) Upon assignment, the Association and the Port Authority shall work with the arbitrator to establish a prompt hearing date and location subject to the limitations of Paragraph IV herein.

iv) In the event the Office of Medical Services determines that a member is unfit for duty and will never be fit to return to duty and the member disagrees with that determination, the member will be

sent to a third party physician whose decision will be binding. If the third party physician agrees with the Office of Medical Services determination, the matter shall proceed to a hearing. If the third party physician disagrees with the Office of Medical Services determination, the hearing shall be held in abeyance.

2) There shall be one roster of twelve (12) arbitrators. The three (3) dockets shall be rotated through the roster of arbitrators who shall be listed in alphabetical order (i.e. Discipline Cases #1 goes to Arbitrator A, Arbitration Case #1 goes to Arbitrator B, Medical Hearing Case #1 shall go to Arbitrator C and so on). Assignment shall be made separately in alphabetical order through the roster of arbitrators assigning one (1) case to each in sequence. The Port Authority shall maintain records to demonstrate that each matter was assigned sequentially to the next arbitrator and shall produce records substantiating the same upon demand. If a docket is exhausted (all matters assigned to arbitrators) the remaining dockets will alternate until all cases are assigned.

3) Any aspects of the Memorandum of Agreement not specifically modified by this letter agreement shall remain in full force.

4) This agreement shall not be effective unless and until the following agreements are approved by the Board of Commissioners and the gubernatorial review period applicable thereto expired without the exercise of a gubernatorial veto, General Resolution and PBA ARFF Cadre Agreements.

5) This agreement shall not be effective prior to its approval by the Board of Commissioners and the gubernatorial review period applicable thereto expired without the exercise of a gubernatorial veto.

Sincerely,

Pat Foye

Patrick J. Foye
Executive Director
Port Authority of New York and New Jersey

Concurrence:

Paul Nunziato

Date: 5/9/13

Paul Nunziato
President
Port Authority Police Benevolent Association, Inc.

May 9, 2013

Paul Nunziato
President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632

Dear Mr. Nunziato:

This letter shall memorialize the agreement between the Port Authority of New York and New Jersey and the Port Authority Police Benevolent Association, Inc. concerning the establishment of an "ARFF Cadre".

1. On or before January 1, 2014, the Port Authority will establish new special details for personnel to perform the aircraft rescue firefighting functions at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport and Teterboro Airport. These new special details will subsume and incorporate the following special details listed in Appendix "A" to the Letter Agreement of August 5, 2004 as modified by the Letter of Agreement of May 12, 2005:

a. Kennedy International Airport	Squad Leader(s)/Relief/Firefighter
b. LaGuardia Airport	Squad Leader(s)/Relief/Firefighter
c. Newark International Airport	Squad Leader(s)
d. Newark International Airport	Firefighter(s)
e. Newark International Airport	Emergency Truck 7
f. Newark International Airport	Teterboro Airport Unit

2. Paragraph II of Appendix "A" to the Letter Agreement of August 5, 2004 as modified by the Letter of Agreement dated May 12, 2005 shall be modified to reflect the following new special detail rosters to be added effective January 1, 2014:

a. Kennedy International Airport	ARFF Cadre
b. LaGuardia Airport	ARFF Cadre
c. Newark International Airport	ARFF Cadre NLIA
d. Newark International Airport	ARFF Cadre Teterboro
e. Newark International Airport	Patrol Car Operator (Teterboro)

3. A new work chart not contained within Document "O" will be established exclusively for the members of the ARFF Cadre. The work chart will have steady day and steady night 12 hour tours with start times of 7 AM for day tours and 7 PM for night tours. The work chart will be a Pitman schedule with every other weekend as regular days off (RDO). Since the Pitman Schedule produces more hours than the current work charts, police officers assigned to this work schedule shall be granted a number of schedule adjustment hours (additional time off) equal to the number of additional hours worked because of the Pitman schedule. These schedule adjustment hours will be utilized first to maintain the same number of vacation and personal days with each vacation day and personal day up-converted to a 12-hour day. At the option of the Port Authority, the remaining schedule adjustment hours may be utilized to create power blocks of additional contiguous RDOs posted as part of the established 12-hour work chart. Any remaining schedule adjustment hours will be paid as overtime as provided in Paragraph 9 of this letter agreement. The work chart will be made available for Association to review at least thirty (30) days prior to the normal work chart posting process and no police officer shall be required to select an ARFF Cadre assignment prior to the posting of this work chart. Once established, this work chart will be the sole permissible work chart for police officers assigned to the ARFF Cadre

4. Police officers assigned to the ARFF Cadre work chart in addition to the five (5) days of personal leave may designate up to twenty-four (24) hours compensatory time per annum into a maximum of two additional days of personal leave, which may be taken in the year of designation. Once a member of the ARFF Cadre has taken the maximum of twenty four (24) hours of compensatory time converted to personal leave, the police officer may, in addition, designate up to an additional twenty-four (24) hours of compensatory time per annum to be converted into a maximum of two (2) additional days of personal leave which must be carried over in the following year unless paid in accordance with Appendix "H".

5. Except otherwise specifically provided for in this agreement, whenever the Memorandum of Agreement refers to "days " they shall be considered eight hour days and for the purposes of officers working twelve (12) hour tours adjustments shall be made (i.e. four (4) sick days taken by an officer working twelve (12) hour tours shall be considered as six (6) days. (4 x 12 = 48 hours, 6 x 8 = 48)

6. Members will be selected for the ARFF Cadre special detail on a voluntary basis from among members trained in aircraft rescue firefighting at a facility police command by job seniority. Members will select from available work charts in the ARFF Cadre special detail at the facility police command based upon job seniority.

7. To the extent that insufficient numbers of police officers elect to join the ARFF Cadre special detail at a facility police command, the Port Authority will issue a training

opportunity notice on a job-wide basis for applicants seeking transfer to the ARFF Cadre special detail. If insufficient numbers of police officers apply, the Port Authority may assign members trained in aircraft rescue firefighting at that facility police command to vacant ARFF Cadre special detail work charts on a job juniority basis.

8. The initial special detail seniority for the ARFF Cadre for each facility police command will be based upon job seniority. Once established, the ARFF Cadre at a facility police command shall operate in the same manner as any other special detail. For police officers joining the ARFF Cadre special detail thereafter detail seniority will be determined by the date the police officer qualified and transferred to the special detail. Work chart selection will be based on detail seniority.

9. For members of the ARFF Cadre, non-FLSA overtime will be paid in cash at overtime rates to a police officer whose twelve-hour tour of duty is extended (exclusive of preparation time) either prior to or after any twelve-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 letter agreement. Compensation or compensatory time credit shall not be provided if, after an early call-in prior to his scheduled twelve-hour tour of duty, a police officer is afforded and accepts the option to terminate his tour of duty after twelve 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 Section XIV of the Memorandum of Agreement.

10. Any hours, which are part of the ARFF police officer's established work chart schedule in excess of seventy-five (75) hours in a bi-weekly pay period, shall be paid as non-FLSA overtime.

11. Nothing in this letter agreement shall affect the Port Authority's obligation to pay overtime pursuant to the Fair Labor Standards Act.

12. Holdovers and early call ins for ARFF Cadre police officers shall be six hours.

13. On Regular days off (RDO) and vacation days, members of the ARFF Cadre special detail may volunteer for overtime for vacancies solely within the ARFF special detail(s) at the member's facility police command. Members of the ARFF Cadre special detail(s) will not be eligible for any other posts, on either straight time or overtime. Appendix "K" of the Memorandum of Agreement will be utilized to equalize ARFF overtime opportunities among ARFF volunteers. Non-ARFF Cadre personnel, even those fully qualified in aircraft rescue firefighting will not be permitted to volunteer and may not be ordered to work in ARFF Cadre positions.

14. Members of the ARFF Cadre special detail(s) may not volunteer for more than six (6) hours on tours of duty contiguous to the police officer's regularly scheduled tours of duty. Members of the ARFF Cadre special detail(s) may be ordered to work overtime as necessary to maintain staffing requirements of the airport, but will only respond to aircraft alerts, FAA time trials or drills, or other emergent events after completing twelve (12) hours of duty.

15. In accordance with Section XVII, paragraph 5, when an officer is transferred or reassigned either into or out of the ARFF Cadre he will pick a vacation chart group and number from the vacant vacation charts at the facility for the calendar year following the year in which he is transferred or reassigned. In the event more than one Police Officer is transferred on the same date the Police Officers will be offered the vacant vacation charts at the facility for the calendar year following the year in which they were transferred in the order of their Port Authority seniority.

16. Mutual exchanges for officers assigned to the ARFF Cadre will be administered pursuant to the Memorandum of Agreement except that 1) members may only mutually exchange tours with officers working their shift (day or night),and 2) only two (2) mutual exchanges will be permitted per pay period per police officer.

17. In accordance with the Memorandum of Agreement, section V, each Police officer assigned to the ARFF Cadre will receive shift differential premium of twelve and one-half per cent (12½%) of his base hourly rate for all hours worked between 2 PM and 10 AM, except that no shift differential premium shall be paid for any overtime hours worked except as provided in Section XVI of the Memorandum of Agreement.

18. Article VI, Paragraphs 1 and 2 of the Memorandum of Agreement shall be modified from eight hours to twelve hours for police officers assigned to the twelve-hour ARFF Cadre work chart.

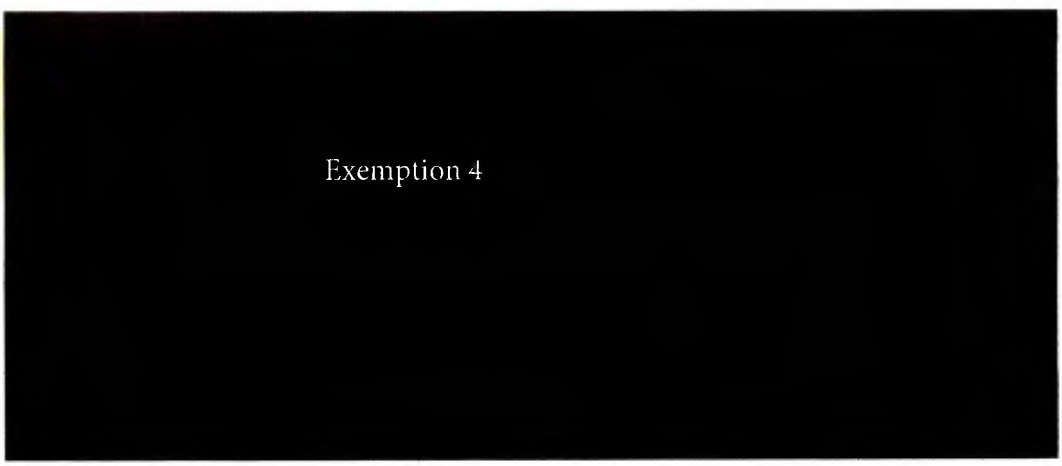
19. Article XVII, Paragraph 2(a) and 2(b) of the Memorandum of Agreement shall be modified from eight hours to twelve hours for police officers assigned to the twelve hour ARFF Cadre work chart.

20. On January 1, 2014, the Port Authority will staff two new special detail rosters at Newark Liberty International Airport, which shall staff Teterboro Airports in lieu of the Teterboro Airport Unit special detail. Aircraft rescue firefighting positions at Teterboro will be filled by an ARFF Cadre special detail roster established at Newark Liberty International Airport command from the Teterboro Airport Unit special detail. Patrol car operator positions at Teterboro will be filled by a non-ARFF Cadre special detail at Newark Liberty International Airport. The Port Authority will establish and post work charts for personnel not assigned to ARFF Cadre from the existing work charts in the Memorandum of Agreement. The Port Authority will assign at minimum two (2) police officers to patrol on all tours of duty.

21. Police officers joining the ARFF Cadre must commit to at least five (5) consecutive years of service in the ARFF Cadre. The five-year service commitment shall not prevent a police officer from retiring, voluntarily or involuntarily terminating his employment or seeking promotion to another rank. Nothing in this language shall prevent a police officer from placing his name on transfer list prior to the expiration of the commitment period. Police officers will not be permitted to freeze their position on the transfer list and must reject any non ARFF Cadre transfer offer received prior to the expiration of the commitment period.

22. Police Officers in the ARFF Cadre may accept a transfer to another ARFF position prior to completion of their five (5) year commitment. Police officers in the ARFF Cadre may only accept a transfer to a non-ARFF Cadre position after completing their five (5) year service commitment to the ARFF Cadre. If, after completing their five (5) year service commitment a police officer elects to accept a voluntary transfer to a non-ARFF Cadre position, the Port Authority must transfer that police officer pursuant to the Memorandum of Agreement. Any police officers not transferred within one hundred and twenty (120) days following their acceptance of a transfer shall be paid four hours straight time as a premium payment for each tour worked in the ARFF Cadre until the police officer's transfer is effectuated.

23. During the term of this letter agreement, all Police Officers assigned to an airport facility shall receive the necessary modules of training for qualification and refresher training necessary to acquire and maintain status as ARFF firefighters pursuant to published FAA regulations, but will not be required to receive the additional fire training received by members of the ARFF Cadre. Police officers who are presently filling non-crash crew positions at airports who are qualified in ARFF, but are not assigned to the ARFF Cadre will not be eligible to work any assignments in the ARFF Cadre voluntarily or involuntarily, or on a regular tour of duty or overtime but will be available to respond to an aircraft incident at the direction of the incident commander.

24. 

25. Police officers assigned to the ARFF Cadre will continue to be assigned for any training mandatory to maintain qualification as law enforcement officers in New York and New Jersey. Law enforcement qualification training shall take place on days ARFF Cadre officers are not scheduled to perform ARFF duties .ARFF training may be conducted on an ARFF officer's regular tour of duty when the officer is assigned to an ARFF position. ARFF Cadre police officers may attend only firearms training and any other training required under State law up to 36 hours to maintain their status as sworn Police Officers. No police officer shall lapse in qualification as a law enforcement officer in either New York or New Jersey solely because his assignment to the ARFF Cadre prevented the officer from having the opportunity to fulfill the qualification requirements.

26. On or before January 1, 2014, the Port Authority and the Association will agree to a method for converting time between eight (8) hour and twelve (12) hour work schedules for police officers whose work chart changes from eight (8) to twelve (12) hours or twelve (12) hours to eight (8) hours during a calendar year.

27. The Association shall be granted access to the ARFF training records and scheduling records of the ARFF Cadre maintained by the Port Authority to verify the continuing compliance of the Port Authority with applicable mandates of the FAA. Such access will at reasonable times, locations and for reasonable duration necessary to audit compliance. To complete this task, the Association will retain the services of an auditor and to defray the expenses incurred as a result of these performance audits, the Port Authority will transmit up to the sum of one hundred thousand dollars ($100,000) annually, which shall be payable in monthly installments upon receipt of an invoice setting forth the expenditures incurred by the Association offset. Payment shall be made no later than thirty (30) days after receipt of the invoice.

28. The Port Authority and the Association agree that any disputes concerning this agreement, including, but not limited to its interpretation or, application and/or violations of the Memorandum of Agreement associated with this agreement, or of any subsequent written agreement between the parties executed as contemplated by this agreement shall be resolved in arbitration before an arbitrator mutually selected from then existing list of arbitrators maintained by the parties for resolving disputes concerning the Memorandum of Agreement, notwithstanding any arbitration of any type then pending and awaiting assignment under the normal processes of the Memorandum of Agreement. If the parties cannot agree on an arbitrator, an arbitrator will be randomly selected from the existing list of arbitrators maintained by the parties for resolving disputes concerning the Memorandum of Agreement. The arbitrator selected will convene a hearing expeditiously, but in no event later than forty-five (45) days from the date he or she is assigned. Disputes about the interpretation and application of this letter agreement shall be limited by the as set forth in Article XXIII of the Memorandum of Agreement. The arbitrator chosen

pursuant to this paragraph shall have the authority to determine whether the grievance constitutes a violation of this letter agreement. The refusal of a party to participate in arbitration convened pursuant to this paragraph shall not prevent the arbitrator from reaching a binding resolution of the dispute.

29. The PO #1 - 15-squad chart is permanently removed from the Memorandum of Agreement. The Port Authority may not utilize this chart and the chart will be removed from any successor Memorandum of Agreement. This provision shall survive the expiration of this agreement.

30. The Limited Distribution Directive 01-04 is amended to add the following paragraph VII (A)(3):

    to accept a voluntary transfer to the ARFF Cadre with detail seniority based upon the job seniority of the President, First Vice President, Second Vice President or Treasurer at the time of the transfer of that officer. The President, First Vice President, Second Vice President and/or Treasurer may bump any junior police officer out of any work chart or assignment in the ARFF Cadre upon completion of any training necessary to qualify that officer in the ARFF Cadre detail.

31. Any aspects of the Memorandum of Agreement not directly modified by this letter agreement shall remain in full force and effect. The Port Authority and the Association commit to engaging in good faith and ongoing discussions over issues raised by the implementation of this letter agreement.

32. Any modifications to this letter agreement must be in writing and executed by the Port Authority and the Association.

33. If any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions.

34. If the Port Authority fails to reach an agreement regarding ARFF supervisors on or before March 14, 2014 or reaches an agreement concerning terms and conditions of ARFF supervisors different in a material way from the terms, conditions, work schedules and limitations as set forth in this letter agreement, either party has the right to immediately reopen negotiations concerning those differences, and if after ninety (90) days the parties are unable to reach an agreement then either party may terminate this letter agreement upon written notice to the other party. If this agreement is terminated pursuant to this paragraph, the parties must immediately return to the status quo ante existing at the time of the execution of this letter agreement.

35. This agreement shall not be effective unless and until the following agreements are approved by the Board of Commissioners and the gubernatorial review period applicable thereto expired without the exercise of a gubernatorial veto, Split of Grievance / Discipline/ Medical Dockets and General Resolution.

36. This agreement shall not be effective prior to its approval by the Board of Commissioners and the gubernatorial review period applicable thereto expired without the exercise of a gubernatorial veto,

Sincerely,

Pat Foye

Patrick J. Foye
Executive Director
Port Authority of New York and New Jersey

Concurrence:

Paul Nunziato

Paul Nunziato
President
Port Authority Police Benevolent Association, Inc.

Date: 5/9/13

THE PORT AUTHORITY OF NY & NJ

February 18, 2014

Mr. Paul Nunziato
President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, NJ 07632

Dear Mr. Nunziato:

This letter shall memorialize the agreement between the Port Authority of New York and New Jersey and the Port Authority Police Benevolent Association, Inc. the purpose of which is to clarify and /or modify the Letter of Agreement dated May 9, 2013, which established an ARFF Cadre.

1. The 12-hour work chart dated July 26, 2013 agreed upon by the parties shall be added to the work charts in Document "O" for use as the work chart for members assigned to the ARFF cadre.

2. Members electing an assignment in the ARFF cadre in the initial selection process in 2013 will be required to pick a new vacation letter when selecting a 2014 work schedule. In this initial selection process, work charts and vacation letters will be selected together by Port Authority Police seniority. After the initial selection process, paragraph 15 of the May 9, 2013 letter of agreement shall govern vacation letters.

3. For the initial selection process in 2013, ARFF cadre positions will be offered by job seniority in the following sequence:

   a. ARFF qualified police officers presently assigned to the facility. For the purpose of ARFF cadre selection, Newark Liberty International Airport and Teterboro Airport shall be treated as a single facility. All ARFF qualified police officers shall be permitted to bid ARFF cadre positions at NLIA and TET based upon Port Authority Police seniority.

   b. ARFF qualified police officers assigned to any other facility.

   c. Police officers assigned to any facility (job-wide).

d. If insufficient numbers of police officers seek to join the ARFF cadre special detail at any facility police command, the Port Authority may assign members qualified in Aircraft Rescue Firefighting at that facility police command to vacant ARFF cadre special detail work charts on a Port Authority Police juniority basis.

4. After the initial selection process is completed, vacancies in the four ARFF cadre special details will be filled through training opportunity notices open to all police officers in the Department regardless of facility.

5. The current detail seniority roster for the Teterboro Airport Unit will be retitled as a Newark Liberty Airport special detail "Patrol Car Operator (Teterboro)".

6. Holiday pay for members of the ARFF cadre shall be paid during the 24 hours of the calendar day of the official police holiday and not the day of observance if different from the actual date, commencing with 12:00 AM and concluding at 11:59 PM.

7. Police officers assigned to the ARFF cadre special detail may elect to withdraw from the special detail roster after meeting the service requirement set forth in Paragraph 21 and subject to the limitations set forth in Paragraph 22 of the letter agreement of May 9, 2013 without transferring to another facility police command. Police officers who have completed the service requirement period may select from posted non-ARFF work charts offered at their facility police command based upon Port Authority Police seniority. Police officers who have completed the service requirement may also request to bump into work charts in a secondary special detail by detail seniority at their assigned facility police command. Any police officer bumped as a result of a police officer exercising reserved detail seniority shall have the right to bump pursuant to Article XIII, sub-paragraph 7(c) of the Memorandum of Agreement. As a result of ARFF Cadre special detail roster police officers exercising the right to return to patrol positions at the facility police command, the Port Authority may elect to transfer police officers from the facility police command by Port Authority Police juniority.

8. The Port Authority and the Association will continue to work together toward establishing the rules implementing and maintaining the ARFF Cadre including but not limited to the new work chart. Presently, the Port Authority and the Association have reached agreement on the following issues relevant to the conversion of schedules between eight (8) hour and twelve (12) hour work charts:

   a. A police officer who changes from the 12 hour work schedule to an 8 hour work schedule will receive a prorated amount of minimum regular days off

(RDO's) under Article XIII, paragraph 1 for the remaining portion of the calendar year and will only be entitled to compensation under Article XIII, paragraph 4 based upon this prorated amount.

b. Police officers assigned to the 12-hour work schedule will not be subject to the requirements concerning the minimum number of regular days off (RDO's) set forth in Article XIII, paragraph 1 and paragraph 4.

c. Under the Limited Distribution Directive 01-04, the Association may excuse members of the ARFF Cadre special details for union business for four (4) hours at the beginning or end of a member's tour of duty and be charged four (4) hours. The ARFF Cadre Police Officer will work the additional eight (8) hours either before or after he is excused from duty. The Association may excuse members of the ARFF Cadre special detail from an entire tour of duty and be charged twelve (12) hours.

9. As some ARFF Police Officers have made commitments based upon previously scheduled 2013 vacation blocks ending January 4, 2014, those ARFF Cadre Police Officers may elect to maintain their vacation schedules, without the payment of schedule change premium or RDOX. Any officer who so elects will commence their ARFF assignments on or after January 5, 2014, in accordance with their ARFF work chart and position. In addition, any Officers electing to maintain his previously scheduled 2013 vacation blocks will be the first Police Officer(s) offered the opportunity to work a 12-hour voluntary overtime assignment between January 1, 2014 and January 4, 2014 on any of their scheduled ARFF work chart days as a vacation canceled (VAC X).

10. The six (6) hour Holdover-Early Call-In (HO/ECI) referenced in the May 9, 2013 letter agreement paragraph 12 applies only to identifying the Police Officers to be offered the overtime opportunity and does not guarantee a minimum of six (6) hours of overtime.

11. In the event payment is to be made in accordance with paragraph, 22 of the May 9, 2013, said payment shall not be retroactive but will be due and owing commencing with the one hundred and twenty first day (121).

12. The PBA waives Document B, VII, B, 8, and agrees that the Port Authority may transfer and utilize current ARFF Cadre police officers who are not qualified in the required driver training until April 1, 2014. The Port Authority agrees those ARFF Cadre police officers lacking the requisite training will receive the required driver training necessary to qualify as trained in the ARFF Cadre detail on or before April 1, 2014.

13. Prior to October 1, 2014, the PBA waives Document B, VII B, and agrees that a BARFF qualified police officer may be transferred to an ARFF Cadre position prior to completion of all required training. The Port Authority agrees that the ARFF Cadre police officer will receive all required training within ninety (90) days of placement on the ARFF Special Detail roster.

14. Police officers offered transfers into the airports non-ARFF Cadre positions who are not BARFF trained may be transferred to an airport prior to the scheduled basic training without violation of any agreement or the MOA provided that all police officers so transferred are trained in BARFF on or before June 1, 2014.

15. Upon thirty-day notice, Police Officers in the ARFF Cadre may be required to attend training on their regular days off (RDOX).

16. In the event a Police Officer sent to training on a regular day off fails to qualify with his service weapon, he will immediately be scheduled to report to the Police Academy range on his next regularly scheduled weekday RDO. No notice is required.

17. Police Officers currently assigned to an Airport Facility Command as of the date of this memorandum are authorized to remain assigned to that Airport facility police command and will not be required to complete the training as described in the Letter Agreement dated May 9,2013, paragraph 23. These officers will be "grandfathered" into assignment and will not be removed except in accordance with the MOA.

18. Due to the introduction of the new automated Schedule Soft system an employee/consultant of the new system shall perform the roll call functions for the ARFF Cadre staff, which was previously performed by the Desk Officer for a three (3) month period. During this period, a minimum of twenty percent of the ARFF Cadre Police Officers on each tour at each facility Police Command will be trained to perform the roll call functions for the ARFF Cadre previously performed by the Desk Officers and thereafter the ARFF Cadre police officers shall perform the roll call functions for the ARFF Cadre. The PBA waives the twenty-one day posting requirement in Document B, VII, A of the MOA for the Schedule Soft Training Opportunity. No ARFF Cadre police officer shall be bypassed for overtime based solely on his lack of Schedule Soft qualifications.

19. Truck 7/Truck 7A at Newark Liberty International Airport (NLIA) will be removed from the ARFF Cadre Detail and reinstated as a patrol position and function.

20. The Medical Emergency Response Vehicle at NLIA will become part of the ARFF Cadre detail.

21. All current responsibilities of the Squad Leader and Firefighter Details that have been subsumed and incorporated into the ARFF Cadre detail will remain in effect. The Non-ARFF related functions formerly performed by these details will be reassigned to patrol police officers.

22. The Letter Agreement dated May 9, 2013 paragraph 1, shall be modified as follows; the monies due and owing pursuant to the award in 62P-03 shall be paid directly by the Port Authority to the individual police officers.

23. [redacted] Exemption 4

24. [redacted] Exemption 4

25. This letter agreement shall act as a clarification and supplement to the May 9, 2013, Letter of Agreement concerning the establishment of an ARFF Cadre and shall be incorporated into and subject to the remaining terms of that agreement.

Sincerely,

Port Authority of New York and New Jersey

Concurrence:

Paul Nunziato

Date: 2-18-14

Paul Nunziato
President
Port Authority Police Benevolent Association, Inc.

Joseph P. Dunne

Date: 2-18-14

Joseph P Dunne
Chief Security Officer
Port Authority of New York and New Jersey

THE PORT AUTHORITY OF NY & NJ

Darrell Buchbinder, General Counsel

March 13, 2014

Mr. Paul Nunziato
President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632

RE: Police Officer [redacted]

Dear Mr. Nunziato:

This letter shall memorialize the agreement between the Port Authority of New York and New Jersey and the Port Authority Police Benevolent Association, Inc. concerning the transfer of Police Officer [redacted] (NLIA) to LaGuardia Airport (LGA) and to permit [redacted] to join the ARFF Cadre special detail at LGA.

1. Police Officer [redacted] (NLIA) was formerly assigned to LaGuardia Airport and was a member of the LaGuardia crash crew prior to the creation of the ARFF Cadre special details. Based upon [redacted] seniority, there was no spot in the LaGuardia Airport ARFF Cadre special detail at the time that selections were made for assignment to the LGA ARFF Cadre special detail. [redacted] chose to transfer to NLIA to continue working in ARFF.
2. Subsequent to the establishment of the ARFF Cadre special details, vacancies have opened in the LGA ARFF Cadre special detail. By the language of the May 9, 2013 agreement, as clarified by the subsequent letter agreement of February 18, 2014, vacancies in the ARFF Cadre special details must be filled by job wide training opportunity available to all members.
3. In this circumstance, the Port Authority and the Association are in agreement that it is appropriate to permit [redacted] to transfer back to LaGuardia Airport and take a vacant position in the ARFF Cadre special detail prior to posting this opportunity on a job wide basis. [redacted]'s transfer to LGA and assignment to the ARFF Cadre special detail at LGA shall not be a violation of the Memorandum of Agreement's transfer procedure nor of the May 9, 2013 ARFF Cadre agreement as clarified by the February 18, 2014 letter agreement.

4. Ex. 1 will be transferred from Newark Liberty International Airport to LaGuardia Airport effective ten days from the date of this letter agreement.

This letter agreement shall act as a clarification and modification of the May 9, 2013 Letter of Agreement concerning the establishment of an ARFF Cadre and shall be incorporated into and subject to the remaining terms of that agreement and the February 18, 2014 letter agreement.

Please indicate your concurrence in the above on behalf of the Association by signing in the space below and returning a signed original of this Agreement to me.

Very Truly Yours,

Thomas Belfiore

Thomas Belfiore
Deputy Chief Security Officer

Concur:

Paul Nunziato

Paul Nunziato

3/14/14

Date

THE PORT AUTHORITY OF NY & NJ

Thomas Belfiore
Deputy Chief Security Officer

March 13, 2014

Mr. Paul Nunziato, President
Port Authority Police Benevolent Assoc., Inc.
611 Palisade Avenue
Englewood Cliffs, NJ 07632

RE: Agreements on ARFF Cadre Structural Firefighting

Dear Mr. Nunziato:

This letter shall memorialize the agreement between the Port Authority of New York & New Jersey and the Port Authority Police Benevolent Association, Inc., concerning temporary modifications to the parties' Letters of Agreement dated May 9, 2013 and February 18, 2014.

1. The Port Authority is required to train members of the ARFF Cadre special details in Structural Firefighting to initially qualify them per FAA requirements. The Port Authority intends to conduct this training at the Middlesex County Fire Academy in Sayreville, N.J. between March 17, 2014 and October 31, 2014. The Port Authority and the Association have agreed upon the following to permit the Port Authority to train members of the ARFF cadre special detail in structural firefighting training. For this initial round of structural firefighting training, the Port Authority may assign members between March 13, 2014 and October 31,2014 of the ARFF cadre special details upon the following terms and conditions:

a. Current members of the ARFF Cadre special details shall be scheduled for a training block at the Sayreville facility during the period from March 17, 2014 through October 31, 2014.

b. For thirty (30) days from the date of this letter agreement, the Port Authority may cancel regular days off (RDOX) for structural firefighting training without the requisite notification as required by the February 18, 2014 Letter of Agreement. Thereafter, any scheduled days off to be cancelled as a result of training must meet the notice requirement of the February 18, 2014 Letter of Agreement.

c. Any RDOX to attend the Sayreville training shall be paid at overtime rate in accordance with the Memorandum of Agreement with the exception that the Port

225 Park Avenue South, 15th Floor
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tbelfiore@panynj.gov

Authority may exchange one or more scheduled RDO's with scheduled work days (days in place of) occurring during the scheduled training period (or the date immediately before or after such training) for the sole purpose of preventing a member of the ARFF Cadre from being scheduled to work twenty-four (24) consecutive hours.

d. This agreement shall be binding until the completion of the initial round of structural firefighting training that is anticipated to end on or before October 31, 2014.

This letter agreement shall act as clarification and modification of the May 9, 2013 letter of agreement concerning the establishment of an ARFF cadre and shall be incorporated into and subject to the remaining terms of that agreement and the February 18, 2014 letter of agreement.

Please indicate your concurrence in the above on behalf of the Association by signing in the space below and return a signed original of this agreement to me.

Very Truly Yours,

Thomas Belfiore
Deputy Chief Security Officer

CONCUR:

Paul Nunziato, President
Port Authority Police Benevolent Assoc., Inc.

March 13, 2014

June 26, 2014

Mr. Paul Nunziato
President
Port Authority Police Benevolent Association, Inc.
611 Palisade Avenue
Englewood Cliffs, NJ 07632

RE: Agreement in Resolution of Grievance 2P-14

Dear Mr. Nunziato:

This letter shall memorialize the agreement between the Port Authority of New York and New Jersey and the Port Authority Police Benevolent Association, Inc. concerning clarifications and agreed upon modifications to the letter of agreement dated May 9, 2013 concerning the establishment of an ARFF cadre and the modification letter of agreement dated February 18, 2014.

1. Except as otherwise set forth in this agreement, police officers assigned to the ARFF Cadre will receive payment in the amount of the police officer's bi-weekly base salary and bi-weekly longevity plus nine (9) hours of overtime pay at the member's applicable overtime hourly rate (bi-weekly base salary plus bi-weekly longevity divided by eighty (80) times 1.5) for each pay period that the police officer is assigned to the ARFF cadre work chart schedule. Police officers who take a vacation day, personal day, compensatory time, or any other type of paid leave time except sick or injury in the line of duty leave, during any pay period will receive the amount set forth above and that amount of hours shall be deducted from the member's applicable balance of vacation, personal, compensatory or other leave hours.

2. Police officers assigned to the ARFF Cadre who utilize sick leave or injury in the line of duty leave benefits will receive payment of twelve (12) hours of straight time pay at the member's applicable hourly rate (bi-weekly base salary plus bi-weekly longevity divided by eighty (80)) for each scheduled tour in the police officer's work chart schedule during the period of the police officer's sick leave or injury in the line of duty leave. Police officers who utilize sick or injury in line of duty leave will have their bi-weekly overtime payment of nine (9) hours reduced by 1.25 hours for each twelve (12) hour day of sick or injury in the line of duty leave taken during a pay period. Police officers who utilize sick or injury in the line of duty leave for all scheduled tours of duty in their work chart during a pay period will receive no overtime during that pay period. Sick leave hours will be deducted against the balance of hours available pursuant to Appendix "E" of the Memorandum of Agreement (with one (1) day in Appendix "E" equivalent to eight (8) hours). Police officers assigned to the ARFF Cadre who are injured in the line of duty will continue to receive payment pursuant to this paragraph for a period or cumulative period of absences not to exceed two (2) years.

3. Hours worked beyond the police officer's scheduled work chart shall be paid at overtime rates as set forth in Paragraph 9 and Paragraph 11 of the May 9, 2013 ARFF Cadre letter of agreement.

4. Police officers assigned to the ARFF Cadre on injury in the line of duty leave may qualify pursuant to Paragraph 5 of Article XIX of the Memorandum of Agreement and, if so, will be permitted to elect to take additional injury in the line of duty leave upon the terms set forth in that paragraph.

5. Police officers assigned to the ARFF Cadre will be entitled to keep all vacation leave earned/credited as a result of service in the ARFF Cadre. If the police officer leaves the ARFF Cadre in the future, all vacation leave hours banked and unused will be available for use to the police officer without limitation or reduction except if the police officer is promoted. A police officer who is promoted will have that year's annual allotment of vacation reduced in a prorated amount based upon the date of promotion. Members of the ARFF Cadre may bank any vacation leave hours credited and unused at the conclusion of each calendar year of service in the ARFF Cadre without limitation or reduction up to a maximum of one year of vacation leave (three hundred thirty six (336) hours). If the police officer leaves the ARFF Cadre, any banked hours may remain in the police officer's vacation bank to be utilized and/or carried to future years in the police officer's discretion although those banked hours exceed the maximum patrol officer's vacation bank of two hundred twenty four (224) hours.

6. Police officers assigned to the ARFF Cadre will be entitled to keep all personal leave credited as a result of service in the ARFF Cadre. If the police officer leaves the ARFF Cadre in the future, all personal leave hours banked and unused will be available for use to the police officer without limitation or reduction.

7. Police officers assigned to the ARFF Cadre shall be guaranteed a minimum of twelve (12) hours work on any regular day off cancelled (RDOX) or vacation day cancelled (VACX).

8. Police officers assigned to the ARFF cadre who are administratively suspended (with pay) will receive twelve (12) hours of compensation at the police officer's regular base rate plus regular longevity rate for each scheduled tour of duty in the police officer's ARFF cadre work chart. Any mid-pay period changes in suspension status shall be addressed in the same manner as set forth in paragraph 2 with respect to sick or injury in the line of duty leaves. At the conclusion of the police officer's administrative suspension, the police officer shall be entitled to be made whole for lost pay in accordance with Article XXVIII of the Memorandum of Agreement.

9. Police officers assigned to the ARFF cadre may be placed in unpaid status (AWOL, CLOA, Sick no pay, Sick half pay, etc.) in accordance with the Memorandum of Agreement and any mid-pay period changes in the police officer's status will be prorated in the same manner as set forth in paragraph 2 of this agreement.

10. Payment of police officers assigned to the ARFF Cadre as set forth in this letter of agreement shall commence as soon as practicable, but not later than six (6) months from the date of this letter.

11. The Port Authority will make retroactive payment based upon the terms of this letter of agreement to all members of the ARFF Cadre from the time of the member's assignment to the ARFF Cadre. Retroactive payments will be made as soon as practicable, but shall be completed no later than six (6) months from the date of this letter.

12. In resolution of the following matters, the Port Authority will pay Four and a quarter (4.25) hours of overtime to the grievants listed in the following matters:

    a. 13P-14
    b. 14P-14
    c. 15P-14
    d. 16P-14

13. The Port Authority and the Association will continue to work together toward identifying issues for resolution and clarifying the rules governing the ARFF Cadre.

14. Arbitrator Howard Edelman shall retain jurisdiction over this matter to ensure compliance with the terms of this agreement. Arbitrator Edelman is further selected as arbitrator for all current and future grievances related to the May 9, 2013 ARFF Cadre letter of agreement and the February 18, 2014 letter of agreement.

15. In return for the forgoing agreements, the Association agrees to withdraw the following grievances with prejudice:

    a. 5P-14
    b. 18P-14
    c. 20P-14
    d. 21P-14
    e. 22P-14
    f. 48P-14

16. This letter agreement shall act as a clarification and modification of the May 9, 2013 and February 18, 2014 Letters of Agreement concerning the establishment of an ARFF Cadre shall be incorporated into and subject to the remaining terms of those agreements.

Please indicate your concurrence in the above by signing below and return a signed copy to me.

FOR THE PORT AUTHORITY

Mary Lee Hannell
Chief of Human Capital

Concur:

Paul Nunziato
President, Port Authority Police Benevolent Association, Inc.