

June 23, 2015

Port Authority of New York and New Jersey
Attn: Ms. Karen Eastman, Office of the
Secretary; FOI Administrator
225 Park Avenue South, 17th Floor
New York, NY 10003
keastman@panynj.gov

Re: Freedom of Information Act Request

Dear Ms. Eastman:

Pursuant to the Port Authority of New York and New Jersey (the "Port") Freedom of Information Code, we request all current rules and regulations implementing the Port's airport labor harmony and employee retention practices pursuant to the Board Resolution entitled "All Airports – Labor Harmony Policy" adopted on October 18, 2007 and appearing at pages 279 *et seq.* of the Official Minutes of that date. Please make such records available as soon as practicable via the email address above.

Very truly yours,

Bracewell & Giuliani LLP

Nancy Morrison O'Connor

NMO'C/ek

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

July 24, 2015

Ms. Nancy Morrison O'Connor
Bracewell & Giuliani LLP
2000 K Street NW, Suite 500
Washington, DC 20006-1809

Re: Freedom of Information Reference No. 16153

Dear Ms. Morrison O'Connor:

This is in response to your June 23, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies of provisions and exhibits included in agreements between the Port Authority and its permittees to implement all airports Labor Harmony Policy.

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/16153-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,



Danny Ng
FOI Administrator

Enclosure

*4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10007
T: 212 435 7348 F: 212 435 7555*

. **Labor Harmony at the Airport**

1. General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

2. Labor peace agreement. The Permittee represents that, prior to or upon entering into this Permit, it has delivered to the Port Authority either: (1) evidence that the Permittee has entered into a signed "labor peace agreement", in the form attached hereto as Exhibit X, or (2) written notification from an officer of the Permittee on the Permittee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) has sought to represent the employees of the Permittee at the Airport as of the date of such notification. evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X.

3. Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permittee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the premises. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

4. Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

[Insert Name of Company] (the “Company”) has complied with board Resolution “All airports – Labor Harmony Policy” passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company’s employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company’s operations.

FOR THE COMPANY:

[Insert Name of Company]

BY: _____

DATE: _____

FOR THE UNION:

[Insert Name of Labor Organization]

BY: _____

DATE: _____

[CONCESSIONAIRE COMPANY'S LETTERHEAD]

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003
Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a lease agreement ("Lease"), dated _____, between The Port Authority of New York and New Jersey (Port Authority) and this company (Tenant) for concession space at Terminal [A][B] at Newark Liberty International Airport. This letter is being provided in connection with the Lease and is accurate as of the date of the Tenant's execution of the Lease.

The undersigned is an officer of the Tenant and certifies to the Port Authority under penalty of perjury as follows. There is no labor organization (as defined by 29 U.S.C. Section 152(5)) that seeks to represent the Tenant's employees at the Airport. Accordingly, the Tenant has not, and is not obligated to, enter into a labor peace agreement as contemplated by Exhibit X to the Lease and by the resolution of the Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

Print Name:

Title: