

**AGREEMENT**  
**BETWEEN**  
**PORT AUTHORITY TRANS-HUDSON**  
**CORPORATION**

**-AND-**

**AMERICAN RAILWAY & AIRWAY SUPERVISORS**  
**ASSOCIATION**

**Local 5075**

**AGREEMENT** made on this **5th** day of **December 2003**, by and between **PORT AUTHORITY TRANS-HUDSON CORPORATION** (hereinafter called "PATH") and **THE AMERICAN RAILWAY & AIRWAY SUPERVISORS' ASSOCIATION** (hereinafter called the "Organization").

WHEREAS, the Organization represents the supervisory employees in PATH's Car Equipment Division other than the Supervisor-Car Maintenance, the Supervisor-Car Inspection, the Assistant Supervisor-Car Maintenance, the Assistant Supervisor of Car Inspection and those of superior rank (should the number of Foremen be reduced to 10 or less, the Assistant Supervisor-Car Maintenance will then no longer be an exempt employee);

That in consideration of the mutual agreements and covenants hereinafter contained, the parties agree as follows:

### **ARTICLE I**

This agreement constitutes the sole agreement between PATH and the Organization, and supersedes all agreements between the parties or their predecessors except agreements dated October 27, 1965 and May 23, 1967.

### **ARTICLE II**

The rates of pay for the employees covered by this agreement shall be those set forth in Appendix A hereto.

### **ARTICLE III**

A. Eight (8) hours work per day (which shall include a paid lunch period of thirty minutes), plus the time required to lay out work ("transfer time"), shall constitute the basic work day.

B. Transfer time will be kept to the minimum consistent with requirements of the service, not to exceed fifteen minutes before and fifteen minutes after eight (8) hours work — the latter transfer time shall be known as "finishing transfer time". An employee shall not be required to perform duties other than laying out work during transfer time.

C. Authorized time worked in excess of the basic work day ("overtime") will be paid at the rate of time and one-half on the basis of fifteen (15) minute intervals.

An employee's basic workday shall not be deemed to include finishing transfer time if he is required to perform overtime work.

Work in excess of the basic work day, or any fifteen (15) minute interval following it shall result in payment of fifteen (15) minutes pay at the time and one-half rate if in excess of seven (7) minutes, but shall not be compensated if for a period of seven (7) minutes or less.

D. Any training received outside an employee's scheduled work hours or work days, except training received prior to or after a scheduled tour worked or to be worked, shall be paid at the straight time rate for the first sixteen (16) hours of training received in a calendar year.

E. Employees covered by this Agreement shall have the option of receiving their pay through a direct deposit procedure. The Carrier retains the right to determine the direct deposit procedure and make any changes thereto if necessary.

#### ARTICLE IV

The Directors of PATH are by statute the same persons holding the offices of Commissioners of the Port Authority. The Commissioners of the Port Authority as a matter of policy provide benefits for its employees by according them benefits with respect to group life insurance, hospitalization, surgical and major medical benefits, excused absence, education refunds and military leave. These benefits are accorded Port Authority employees without contractual obligation to them and subject to change from time to time at the discretion of the Port Authority Commissioners. It is the intention of PATH to accord to the employees covered herein the same benefits and provisions for employee welfare, under the same conditions, with respect to group life insurance, hospitalization, surgical and major medical benefits, excused absence, education refunds and military leave, as are enjoyed by the employees of the Port Authority from time to time during the term of this agreement. However, employees covered hereby shall be granted group life insurance in an amount equal to their annual basic pay (52 times the weekly rate) rounded off to the next multiple of \$1,000 times three. PATH shall pay the premiums for life insurance for such employees.

Notwithstanding anything herein to the contrary, any individual who becomes covered by this Agreement on or after February 1, 1998, shall be eligible for life insurance coverage in the amount of one-times the individual's annual straight time salary at no cost. Such individual(s) shall have the option to purchase additional life insurance coverage of another one or two-times annual straight-time salary at the prevailing group rate. However, once any such individual completes five (5) years of service under the ARASA Agreement, said individual shall be granted the life insurance coverage provided in paragraph 1 of Article IV.

In addition to the benefits provided for above, effective September 1, 1989, those employees now insured under the Insurance Continuation Plan and all employees hired after September 1, 1989 shall be provided with insurance in the amount of \$10,000.

Notwithstanding the first paragraph hereof, no additional insurance benefits provided for after January 1, 1975, shall be extended to employees covered by this agreement unless PATH and the Organization agree to the additional benefits.

Notwithstanding the first paragraph hereof, the maximum reimbursement for courses approved for education refund will be \$125 per credit.

Notwithstanding the first paragraph hereof, effective April 1, 1983, employees shall be provided the same medical benefits regarding "sponsored coverage" as are now enjoyed by Port Authority employees in the management, technical and professional classifications.

Effective July 1, 2003, all employees covered by this agreement shall be provided health insurance under the Preferred Provider Plan (presently administered by United Health Care) and be enrolled in the prescription plan (presently administered by National Prescription Administrators) under the same conditions that exist for exempt employees as of that date.

Effective July 1, 2003, employees covered by this Agreement shall be eligible to participate in the vision plan (presently administered by National Vision Administrators) under the same conditions that exist for exempt employees as of that date.

It is understood that health care and dental care providers and administrators shall be selected by and changed at the discretion of PATH.

PATH shall continue to provide for employees covered by this agreement the Blue Cross dental insurance in effect on April 19, 1978, and shall pay whatever premium may be charged for said insurance up to and including October 28, 1990. If the premium for such insurance increases after October 28, 1990 then PATH shall pay said increase but shall be reimbursed out of any increase granted to employees after October 28, 1989, unless the parties agree otherwise.

Notwithstanding anything herein to the contrary, the maximum allowable reimbursable amount under the Blue Cross Dental Plan referenced herein, shall be \$2,000.

It is also the intention of PATH to determine and provide personnel schedules, grievance procedures and conditions of employment in keeping with its directive to carry out its public responsibility to operate its facilities safely, efficiently and economically. The Organization agrees to accept these schedules, procedures and conditions for the employees covered by this agreement.

Employees in the title of Foreman on or after June 6, 1993 shall be entitled to two (2) Personal Days each year beginning in calendar year 1994.

The above provision shall be applicable only to those employees holding the position of Car Maintenance Foreman I or Car Inspection Foreman I on June 5, 1993, or promoted into the position of Foreman on or after June 6, 1993. Employees holding a permanent position as Car Maintenance Foreman II or Car Inspection Foreman II on June 5, 1993 shall continue to receive four (4) Personal Days.

Employees shall no longer receive any excused time in exchange for donating blood.

## ARTICLE IV-A-DISCIPLINE

A. Employees covered by this agreement shall not be disciplined without a fair and impartial hearing except for probationary employees who shall be on probation for a period of one (1) year following their commencing work under the terms of this agreement. Such hearing shall be held within fifteen (15) days after PATH has notice of the occurrence or occurrences which are the subject of the charge. At least seventy-two (72) hours prior to the date of hearing the employee involved will be notified in writing of the charge against him (copy to the Organization) and of the time when and place where the hearing will be held. PATH shall designate a hearing officer to conduct the hearing. An employee charged hereunder shall be permitted to call all necessary witnesses. The said hearing officer shall render his decision, which shall include a statement of the discipline assessed, within twenty (20) days after completion of the hearing, and such decision shall be in writing.

B. An employee against whom discipline has been assessed shall have the right to appeal. Appeals shall be made in writing within thirty (30) days after the date of decision by the hearing officer by filing a notice of appeal with the Vice President and General Manager of PATH. PATH shall designate an appeal officer or a board of three appeal officers to hear the appeal, which hearing shall be held within thirty (30) days of the notice of appeal. At least seventy-two (72) hours prior to the date of the hearing, the employee involved will be notified in writing of the time when and place where the appeal will be heard. The said appeal officer or board shall render a decision within ten (10) days after the completion of the appeal hearing. In the event that a board of three officers is designated to hear the appeal, a decision in which at least two (2) members concur shall constitute the decision of the board.

The decision on appeal shall be based upon an examination of the record before the hearing officer and a consideration of the arguments advanced by or on behalf of the appealing employee and PATH.

C. Employees may be held out of service without pay pending a final determination of discipline to be assessed hereunder. If in the final disposition of the case the decision is in favor of the employee, he shall be reinstated with seniority unimpaired and shall be compensated in full, for all time lost, if any. If the final decision provides for a suspension, the employee shall, upon reinstatement, be compensated to the extent that the time lost exceeds the period of suspension.

D. Notice to the Organization shall be deemed notice to the employee involved in all instances hereunder where notice is required.

E. If stenographic reports of the hearing or appeal are taken, the Organization shall be furnished a copy.

F. Upon written agreement of the employee involved, the Organization and PATH, discipline may be assessed at any time without following the procedure described hereunder.

G. An employee's representative shall not lose time by reason of representing employees hereunder, and every effort shall be made to schedule said hearings and appeals during regular working hours.

## ARTICLE V

### **Supplementary Sickness Benefits**

Employees who are prevented from performing their duties by reason of sickness (which shall not include maternity), will be paid supplementary sickness benefits in such amounts as, when added to the benefits payable with respect to days of sickness under the Railroad Unemployment Insurance Act, will produce total combined benefits in accordance with the following schedule:

| <u>Length of Service</u>       | <u>Days at Full Pay</u> |      | <u>Days at Half Pay</u> |
|--------------------------------|-------------------------|------|-------------------------|
| 3 months but less than 1 year  | 5                       | plus | 10                      |
| 1 year but less than 2 years   | 10                      | plus | 20                      |
| 2 years but less than 5 years  | 20                      | plus | 40                      |
| 5 years but less than 10 years | 40                      | plus | 90                      |
| 10 years and over              | 65                      | plus | 195                     |

Benefits hereunder shall not be paid for more than five (5) days within a period of seven (7) continuous days.

1. Supplementary sickness benefits payable pursuant to this agreement shall be paid at such intervals as shall be determined by PATH.

2. If, as a result of any period of sickness, an employee receives total combined benefits which are greater than the benefits shown on the above schedule, then such excess (to the extent of benefits received other than those received under the Railroad Unemployment Insurance Act) shall be paid to PATH.

However, all employees who are absent by reason of an injury on duty and taken out of service by PATH medical or whose injury is certified by a hospital emergency room and confirmed by PATH medical will be entitled to the full schedule of benefits provided for above without reduction of benefits with respect to days of sickness under the Railroad Unemployment Insurance Act. However, if an employee collects such benefits, he will reimburse PATH to the extent that his total combined benefits exceed the benefits listed on the above schedule.

3. In the event that an employee commences any action or proceeding against PATH, on the basis of any alleged injury for which sickness benefits hereunder have been paid by PATH, then PATH shall have a lien against any recovery or settlement resulting from such action or proceedings up to the extent of the benefits so paid.

4. In determining the period for which an employee is eligible for supplementary sickness benefits, length of service shall be measured from the date present employment by PATH or any of its predecessors commenced.

## **ARTICLE VI**

### **Holidays**

There will be twelve and one-half (12 1/2) paid holidays as follows:

|                            |                                       |
|----------------------------|---------------------------------------|
| New Year's Day             | Labor Day                             |
| Martin Luther King Jr. Day | Columbus Day                          |
| Lincoln's Birthday         | Election Day                          |
| Washington's Birthday      | Veterans Day                          |
| Memorial Day               | Thanksgiving Day                      |
| Independence Day           | Christmas Eve (last four hrs of tour) |
|                            | Christmas Day                         |

PATH, at its option, shall have the right to assign paid days off other than the holidays listed above in lieu of such holidays.

1. Work on any of the above holidays will be paid for at the rate of time and one-half. In addition, the employee will be paid his daily rate unless PATH exercises its option to assign a paid day off in lieu of the holiday.

## ARTICLE VII

### **Vacations**

Vacation with pay for all employees covered by this agreement will be as follows:

For those employees with less than one (1) year of PATH seniority the following schedule will apply:

| <u>Employed Between</u> | <u>Vacation Allowance</u> |
|-------------------------|---------------------------|
| Jan. 1 – Jan. 15        | 11 days                   |
| Jan 16 – Feb. 14        | 10 days                   |
| Feb. 15 – Mar. 15       | 9 days                    |
| Mar. 16 – Apr. 15       | 8 days                    |
| Apr. 16 – May 15        | 7 days                    |
| May 16 – June 15        | 6 days                    |
| June 16 – Dec. 31       | 0 days                    |

No employee with less than one (1) year of service shall be allowed to take a vacation prior to the completion of ninety (90) days of service.

After the first year of service the following schedule will apply:

| <u>Length of Service on<br/>January 1 of Given Year</u> | <u>Vacation Allowance</u> |
|---|---------------------------|
| 5 years or less   | 12 days                   |
| Over 5 years but not over 10                            | 18 days                   |
| Over 10 years but not over 20                           | 23 days                   |
| Over 20 years   | 28 days                   |

In addition to the vacation allowance shown above, an employee, in the year before he becomes entitled respectively to 18, 23, or 28 days vacation allowance, shall be allowed the following number of extra days:

| <u>PATH Seniority<br/>Established Between</u> | <u>Extra Days</u> |
|---|-------------------|
| January 2 and February 28                     | 5                 |
| March 1 and April 30                          | 4                 |
| May 1 and June 30                             | 3                 |
| July 1 and September 30                       | 2                 |
| October 1 and December 31                     | 1                 |

Employees in the title of Foreman on or after June 6, 1993, shall not be entitled to any extra vacation days in the year before they become entitled to respectively 18, 23 or 28 days. This provision shall be applicable only to those employees holding the position of Car Maintenance Foreman I or Car Inspection Foreman I on June 5, 1993 or promoted into the position of Foreman on or after June 6, 1993.

For all employees entitled to any vacation, two days vacation shall be taken on Good Friday and the day after Thanksgiving. An employee assigned to work on such days shall be allowed time and one-half, in addition to eight (8) hours, at his regular rate of pay.

1. PATH shall determine the number of employees in each job title who will be on vacation at any one time. Subject to this determination, vacation assignments shall be based upon seniority.

2. In determining the vacation allowance to which an employee is entitled, length of service shall be measured from the date present employment by PATH or any of its predecessors commenced.

3. An employee who commences a regular tour of duty subsequent to being on furlough status, shall not be allowed to take a vacation prior to the completion of ninety (90) days service.

4. Effective October 1, 1989, employees may elect to "sell back" one (1) week of the following year's vacation if:

- the employee accrued no more than one (1) occasion of absence for three (3) days or less during the prior twelve (12) month period from October 1 to September 30;
- the employee is entitled to eighteen (18) or more vacation days in the following calendar year;
- the employee works at least one (1) day in the following calendar year.

Selection of this option must be made prior to the vacation pick and payment for the "sell back" will be made by the third pay period in January of the following year.

5. Employees with over ten (10) years, but less than twenty (20) years of service shall be permitted to take one (1) weeks vacation in days. Employees with over twenty (20) years of service shall be permitted to take two (2) weeks vacation in days.

## ARTICLE VIII

A. Each employee covered hereby shall, as a condition of continued employment, within sixty (60) days following the beginning of such covered employment or the effective date of this agreement, whichever is later, be and remain a member of the Organization.

B. This Article is subject to and will be administered in accordance with the provisions in Section 2, Eleventh, of the Railway Labor Act.

C. Employees promoted to the position of Foreman on or after June 6, 1993, shall be on probation for a period of one (1) year. During this period, they shall be subject to discipline, including dismissal, without following the provisions of Article IV-A (Discipline).

## ARTICLE IX

A. When an employee covered by the basic agreement between the parties hereto is directed by PATH to leave the property in connection with the performance of an assignment, he will, if accidentally injured while off the property in connection with the performance of said assignment, be entitled to the following benefits:

1. \$100,000. Accidental Death or Dismemberment in accordance with the following schedule:

| <u>Table of Losses</u>                                   | <u>Amount</u> |
|--|---------------|
| Loss of Life   | \$100,000     |
| Loss of both hands or both feet or sight of both eyes    | \$100,000     |
| Loss of one hand and one foot                            | \$100,000     |
| Loss of either one hand or one foot and sight of one eye | \$100,000     |
| Loss of either one hand or one foot                      | \$ 50,000     |
| Loss of sight of one eye                                 | \$ 50,000     |

In no event shall recovery under the above schedule exceed \$100,000.

An employee or his estate shall not be entitled to receive the benefit provided for herein to the extent that he or his estate maybe entitled to benefits pursuant to any Port Authority Travel Accident Insurance policy. However, the above benefit shall not be diminished to the extent that an employee's estate may also be entitled to group life insurance pursuant to the terms of the basic agreement between the parties hereto.

2. 80% of the weekly rate for time lost, subject to a maximum of \$100 per week for a period of up to and including 156 weeks during which an employee's physical condition is such that he is unable to engage in any employment or found to be entitled to an annuity pursuant to 45 U.S.C. Section 228 b (a) 4 (Railroad Retirement Act). An employee shall not be entitled to receive the benefit provided for herein to the extent that he may, for any week, be entitled to supplementary sickness benefits pursuant to the basic agreement between the parties hereto.

3. Medical-surgical expenses not to exceed \$5,000 above those hospitalization, surgical and/or major medical benefits provided for in the basic agreement between the parties hereto.

B. In the event that an employee or his estate commences any action or proceeding against PATH or any third party, or settles any claim which he may have against PATH or a third party, arising out of an incident for which benefits hereunder are payable, then PATH shall have a lien against any recovery or settlement resulting from such action, proceeding or claim up to the extent of the benefits payable. No such action, proceeding or claim shall be settled in an amount less than the benefits provided for hereunder unless PATH consents to such settlement in writing. If an employee or his estate has received benefits hereunder but has failed to commence action against a third party who might be legally responsible for his injury, within a period of six months prior to the expiration of the statute of limitations, then PATH, from that time, may elect to be subrogated to all of such an employee's or his estate's rights of recovery against any such third persons. If PATH elects to exercise its right to subrogation then any monies it may receive in excess of the benefits payable hereunder and reasonable attorney's fees shall be paid over to such employee or his estate. The employee or his estate shall execute and deliver all instruments and papers and do whatever else PATH may require to secure its right under this Section 2, and PATH may determine that any such requirement shall be a condition precedent to the payment of any benefits provided for in Section 1 hereof.

## ARTICLE X

A. PATH may require employees to wear uniforms. Where uniforms are required, PATH agrees to provide them without cost to the employees. Employees shall be responsible for maintaining their own uniforms.

B. 1. Subject to the provisions of this agreement, PATH shall have the right to exercise all managerial prerogatives necessary to carry out its public responsibility to operate PATH facilities safely, efficiently and economically. PATH shall have the right to introduce technological improvements of any sort.

2. Employees who have achieved two (2) consecutive calendar years (January 1<sup>st</sup> to December 31<sup>st</sup>) of perfect attendance will be granted an additional personal excused day with pay in the following calendar year. Should the requirements of PATH preclude such an additional day from being taken, or if the individual so desires, an employee may be paid eight (8) hours pay at the straight time rate in lieu of said additional personal day. In addition to regular days off, vacation, personal days and holidays, the only absences not disqualifying an individual from perfect attendance consideration shall be those listed in AP 20-3.01 (attached hereto as Appendix B). Any lost time from injury on duty or any unpaid absences, including but not limited to, leave or suspension shall disqualify an individual from consideration.

## ARTICLE X(A)

A. When new positions are created or vacancies occur within the scope of this agreement which are to be filled (as shall be determined by PATH), bulletins showing each such position, hours of service, rates of pay and location will be posted on all supervisory boards where the vacancy exists and a copy of each bulletin will be furnished to the General Chairman.

B. Applications must be made in writing to the official who issues the bulletin. Such application must be received in the official's office within seven (7) calendar days from the date of posting such bulletin.

C. The positions will be filled as promptly as possible after the close of the bulletin and notice of assignment will be furnished to the General Chairman. Positions bulletined as temporary which later become regular will be rebulletined as regular positions. Vacancies bulletined as temporary due to incumbents applying for disability annuities will, when such annuities are granted, be re-bulletined as permanent contingent upon return of the regular incumbent. Positions or vacancies of less than a forty-five (45) calendar day duration will be considered temporary, and if they have to be filled, may be filled by the proper official without bulletin. Pending assignment to a bulletined position, such position may be filled until bulletined assignment is made by the official in charge.

D. Bulletined positions shall be filled on the basis of ability and fitness. Ability and fitness being equal in the Carrier's judgment seniority will prevail. The Carrier shall have the right to determine such ability and fitness. The Carrier and committee will confer in the event there is a question of ability or fitness of an applicant before assignment is made but this shall not in any way limit the Carrier's discretion in making appointments.

E. In the event that no applications are received from qualified applicants, PATH may then fill the position by assignment.

F. Supervisors who are absent with permission or because of sickness may make application for any bulletined position individually or through their committee in accordance with sub-division (b) of this Article.

**ARTICLE X(B)**

It is recognized that absence and tardiness, to an unreasonable degree, will be subject to disciplinary action by the Carrier. It is also understood that charges may be brought covering a period of twelve months prior to the last incident charged. Notwithstanding anything to the contrary contained in the Agreement, an employee incurring an occurrence of absence due to illness must provide a doctor's certification of illness upon said employee's return to duty if the occurrence was for two (2) or more days in order for the absence to be compensable under the current schedule of supplementary sickness benefits contained in Article V.

**ARTICLE XI**

The effective date of this Agreement, except as otherwise provided, shall be December 5, 2003 and it shall stay in effect until changed or modified in accordance with the provisions of the Railway Labor Act. The Organization agrees that it shall serve no notice prior to thirty days (30) before January 27, 2005, pursuant to Section 6 of said Act, to change or modify this Agreement or any provision or provisions hereof, and that any such notice shall not propose changes or modifications to be effective prior to January 27, 2005.

Signed at Newark, New Jersey

Date: 12/5/03

FOR:

**PORT AUTHORITY TRANS-HUDSON CORPORATION**

Christopher Brown, Chief Negotiator

FOR:

**THE AMERICAN RAILWAY & AIRWAY SUPERVISORS ASSOCIATION**

Joseph J. ..., President, ARASA

..., General Chairman, Local 5075

Robert ..., Vice General Chairman, Local 5075

## Appendix "A"

### American Railway & Airway Supervisors' Association October 28, 2000 – January 27, 2005

|       | <u>28-Oct-00</u> | <u>28-Oct-01</u> | <u>28-Oct-02</u> | <u>28-Oct-03 (15 months)</u> |
|-------|------------------|------------------|------------------|------------------------------|
| Step* |                  |                  |                  |                              |
| 1     | \$30.26          | \$31.17          | \$32.10          | \$33.31                      |
| 2     | \$31.47          | \$32.41          | \$33.38          | \$34.63                      |
| 3     | \$32.53          | \$33.50          | \$34.51          | \$35.80                      |
| 4     | \$33.60          | \$34.61          | \$35.64          | \$36.98                      |

- \* 1 – First year of employment
- 2 – Second year of employment
- 3 – Third year of employment
- 4 – Fourth year of employment

- A. In all cases except as provided for in "B", below, any employee who is appointed to the title of ARASA Foreman after June 6, 1993, will start at the Step 1 rate in effect at the time of their appointment and be paid thereafter in accordance with the schedule set forth in Appendix "A".
- B. Notwithstanding "A" above, an employee who transfers into the title of ARASA Foreman from another PATH position in which he/she was paid at an hourly rate that is higher than the ARASA Step 1 rate in effect at the time of transfer shall commence employment at that step rate in the ARASA wage structure that provides a rate of pay next above the employee's hourly rate of pay immediately prior to his/her transfer.

October 1994

HRP 5.03

## EXCUSED ABSENCE (AP 20-3.01)

### **POLICY:**

The Port Authority grants time off from scheduled hours of work with no deduction from compensation in the circumstances defined herein to non-represented permanent, probationary, and project employees who are in Pay Plans A, B, C (8-22), D, E, FM, FS. Such time off is called Excused Absence. Employees represented for collective negotiations should refer to the appropriate Memoranda of Agreement.

### **EXCUSED ABSENCES:**

1. Time necessary for attendance as a witness or as a juror in a court action or other governmental proceeding.
2. Time necessary for voting. Any eligible employee who desires to vote in a general election, primary election, special election, or local election in the community where the employee resides, who is required to work on the day of such election, and who does not have four (4) consecutive hours before or after working hours during which polls are open may be granted up to two (2) hours of excused time to vote by the employee's supervisor. Such time off shall be allowed only at the beginning or end of the employee's shift (tour of duty) as designated by the employee's supervisor. Any employee who has four (4) or more consecutive hours before or after working hours during which polls are open will be considered to have sufficient time to vote outside of working hours and will not be granted excused time.
3. Time necessary because of a death in the employee's immediate family (spouse, child, parent, brother, sister, spouse's parent, domestic partner or other person permanently residing in the employee's home at the time of death). When more than three (3) scheduled work days are needed, the additional time must be approved by the employee's department director. Absences in excess of five (5) days for any one instance require written approval by the Director, Human Resources with a copy to the Manager, General Accounting Division.
4. When overtime in excess of five and one-half (5.5) hours is worked by an employee who is called in from off-duty status, sufficient time is granted in order to provide a period of four (4) consecutive hours off before the employee starts his/her next normal shift (tour).
5. Time necessary when extreme weather, or other conditions found to be beyond the control of the employee, affect transportation to the work location and cause lateness or absence from work. This must be approved by the employee's department director or deputy director. This authority may not be delegated further.
6. When Port Authority offices are closed due to emergency situations (e.g., weather, power outages).
7. When early termination of work day for non-field employees is announced by the Director, Human Resources.

## EXCUSED ABSENCE (AP 20-3.01)

8. When early termination of a normal shift (tour) is required in order to comply with a posted snow schedule assignment or to provide eight (8) hours between termination of work and start of new work resulting from a change in schedule, excused time up to four (4) hours is granted when authorized by the department director, division or facility managers, division or unit head.

9. Division or facility managers may grant excused time in special individual circumstances not covered by paragraphs 1. through 8. above, except in the following circumstances: marriage, birth of a child, moving, illness in family, religious or ethnic observance, work hours following blood donations. For timekeeping purposes, actual hours used for blood donation, including necessary travel time, are considered normal work hours. An annual summary of excused time granted in accordance with paragraph 9 must be prepared, giving the employee's name and title, the reason for granting of the excused time, the number of instances, and the number of days per instance. This summary is sent to the department director with a copy to the Director, Human Resources.