AGREEMENT

PORT AUTHORITY TRANS-HUDSON CORPORATION

AND

TRANSPORT WORKERS UNION OF AMERICA (LOCAL 2001)

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AGREEMENT made as of the **30 th day** of **October, 2008**, by and between **PORT AUTHORITY TRANS-HUDSON CORPORATION** (hereinafter called "PATH") and the **TRANSPORT WORKERS UNION OF AMERICA** (hereinafter called **"Organization").**

WITNESSETH:

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

ARTICLE I
RECOGNITION

A. PATH recognizes the Transport Workers Union of America of PATH as the bargaining representative of PATH's employees in the classes covered hereby with respect to rates of pay, hours and other conditions of employment, the interpretation of this agreement and any disputes which may arise hereunder.

B. This agreement covers all Way & Structures Division employees in the following classes:

Trackmen	Trainee
Structure Maintainers	Mechanical Equipment Operators
Pump Maintainers	Welders
Carpenters	Maintenance Maintainers
Masons	Burners
Painters	Fire Marshall
Plumbers	

A "Trainee" shall be an employee in training for a class of employment covered by this agreement under a training program to be promulgated by PATH. Upon successful completion of such program, a trainee will be paid at Step 3 of the rate of pay pertaining to "Trainees". A "Trainee" failing to keep up with the requirements in the training program will be subject to being terminated without following the procedures provided for in Article X, in which case he may exercise his seniority, if any, to such other employment as may be provided for in this agreement.

In addition, this agreement covers those classes indicated under the designation "Building Group" in Appendix A attached hereto and referred to in the letter agreement between the parties dated April 24, 1972.

ARTICLE II
UNION SHOP; CHECK-OFF

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. PATH agrees to deduct the monthly dues for membership in the Organization (not including assessments or other special deductions) from the wages of its employees covered hereby and to pay them to the Organization, provided the employee furnishes PATH with a written assignment to the Organization of such membership dues.

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

ARTICLE III
BASIC HOURS OF WORK

A. For all employees covered by this agreement, the basic workday shall be eight (8) consecutive hours and the basic workweek shall be a five (5) day week. The five days constituting the basic workweek need not necessarily be consecutive.

B. Employees shall have a lunch period of thirty (30) minutes without deduction of pay. Employees shall not be required to perform service during their lunch period except in case of emergency. This section shall not apply to employees on overtime assignments. Lunch periods relating to such assignments are covered in Article V-B hereof.

C. Effective February 21, 2008, time currently allowed and defined as "wash-up" shall be limited to no more than ten (10) minutes on all straight time tours. There shall be no "wash-up" time on any weekend overtime tours.

ARTICLE IV
RATES OF PAY

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

B. Every employee covered by this agreement shall be compensated at not less than the daily rate if employed for a basic workday or less. However, employees called into work pursuant to Article V-D hereof shall be compensated as provided therein.

C. Employees covered by this Agreement shall be enrolled into and receive their pay through a direct deposit procedure. The Carrier reserves the right to determine the direct deposit procedure and make changes thereto if necessary.

ARTICLE V
OVERTIME AND CALL IN

A. Overtime, at the rate of time and one-half, shall be paid for all authorized work in excess of the basic workday and in excess of the five (5) day basic workweek. Overtime in excess of the basic work day (whether resulting from work immediately preceding or immediately following the basic work day), shall be paid on the basis of fifteen (15) minute intervals, unless scheduled, in which event, it shall be paid on a minute basis. 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 overtime rate, if in excess of seven (7) minutes, but shall not be compensated if for a period of seven (7) minutes or less.

B. Employees on overtime assignments of four (4) hours or less shall not have a lunch period. Employees on overtime assignments of more than four (4) hours, but less than eight (8) hours, shall have a lunch period, if practical, of thirty (30) minutes. Employees on eight (8) hour overtime assignments shall have a lunch period, as provided in Article III-B hereof.

C. Employees shall be subject to overtime either which commences immediately after the termination of their basic workdays, or which terminates immediately prior to the commencement of their basic workdays.

D. Employees shall be subject to be called into work outside of, and not continuous with, the hours included in their regular tour of duty, or on days not included in their regular tours of duty. Employees required to work on a call-in basis shall be paid at the rate of time and one-half, with a minimum of four (4) hours pay at such rate. Such pay shall commence at the time when an employee arrives at the place where he is required to report to work, and shall terminate when said employee is released by PATH. If an employee has been scheduled to work on a rest day, PATH may cancel such assignment at any time up to six (6) hours before his scheduled reporting time PATH shall comply with this provision by notifying the Organization that an assignment has been canceled.

E. Notwithstanding paragraph D above, employees directed by PATH to attend training sessions outside of their regularly scheduled hours, shall be compensated at the time and one-half rate (pursuant to paragraph A above) for time actually spent attending such sessions.

F. PATH will establish an overtime distribution procedure with a view to attempting to equalize the amount of overtime that will be assigned to employees within the job titles covered by this agreement. Such procedure will provide that in the event an employee is not given the opportunity for overtime in accordance with the terms of the procedure, then PATH will make an adjustment in a future assignment and not be subject to a penalty.

ARTICLE VI
QUALIFICATION AND SENIORITY

A. Requirements to qualify for classes of employment covered or which may become covered by this agreement and/or specific job titles, if any, which are not or may become encompassed within the said classes of employment, shall be determined by PATH.

B. Seniority of employees now covered by this agreement, shall continue to be recognized by PATH. This includes seniority based upon the date of initial employment by PATH or any of its predecessors (PATH seniority), and seniority based upon the date of initial employment in each class of employment covered or which may become covered by this agreement, or any job title therein (class seniority). When the term "seniority" appears hereafter in this agreement without qualification, it shall be deemed to mean class seniority.

1. PATH and class seniority rosters shall be displayed under frame and revised as of January 1 each year.

(a) PATH seniority for all employees covered by this agreement shall be shown on a single roster. This roster shall list the names of all employees covered by this agreement in alphabetical order, and shall indicate next to each name so listed the date of acquisition of said seniority.

(b) Class seniority for each of the classes of employment covered or which may become covered by this agreement, or any job title therein, shall be shown on a separate roster for each class of employment so covered. Each said roster shall list the names of all employees covered thereon in order of the date of initial employment in the class. Such roster shall also indicate next to each name so listed the job title or job titles in which the employee is qualified and the dates of such qualification. An employee who qualifies in a higher graded job title, without having performed services in lower graded job titles of the same general description, shall be deemed to have qualified in all such lower graded job titles upon qualifying in the higher graded job title. For example, an employee qualifying as a Pump Maintainer III shall simultaneously qualify as a Pump Maintainer II, Pump Maintainer I, and Pump Helper, despite the fact that he has performed no services in the lower graded job titles.

2. Protests regarding all information (including the relative position of an employee) shown on any seniority roster must be made in writing to PATH and the General Chairman of the Organization promptly, but in no event later than sixty (60) days from the date of posting. Employees who do not protest within sixty (60) days shall be deemed to have accepted all such information shown on the posted rosters and for all future rosters.

3. Employees covered by this agreement, as listed on each seniority roster, shall accumulate progressive PATH and class seniority, subject to the following provisions and all other terms of this agreement relating thereto.

(a) Employees transferring from one job title to another both within a class of employment covered by this agreement shall continue to accumulate progressive seniority in all job titles in which they have seniority within that class of employment.

(b) Employees transferring from one class of employment to another class of employment covered by this agreement shall retain the class seniority they had in the class of employment from which transferred as of the date of the transfer.

(c) Effective November 1, 1997, employees appointed to a supervisory position within the PATH Division covered by this agreement shall have their seniority frozen. Such seniority shall be retained during the employee's first level of employment in such a supervisory position by paying the required monthly maintenance fee to the Organization and shall be exercised only for the purpose of displacing junior employees following such an employee's release (except on grounds of discipline) from the class of employment, or job title to which transferred. Failure to pay the maintenance fee will result in removal from the roster. Employees presently in such a supervisory position will be required to comply with the aforesaid on November 1, 1997.

(d) Employees transferring or promoted to a class of employment covered by a union agreement other than this agreement (unless promoted to a supervisory position pursuant to (c) above), shall continue to accumulate class seniority in a class of employment from which they have transferred until such time as they are qualified in the position to which they have transferred, or up to a maximum of 60 days.

(e) Employees hired as a Trackman I or Structure Maintainer I shall, in addition to holding their respective places on the seniority rosters in their current title, be placed on a separate composite Trackman I/Structure Maintainer I roster in TWU seniority order. Seniority on this separate dual roster shall only be exercised in the event of a furlough situation to retain employment in Trackman I or Structure Maintainer I titles (superceding individual seniority in either title), and is forfeited when an employee leaves the TWU bargaining unit.

C. Class Seniority

1. Reduction of forces shall be accomplished in the reverse order of seniority. The junior employee on the seniority roster affected shall be furloughed first, except in instances where a seniority roster covers a class of employment which encompasses more than one (1) specific job title, in which event said reduction shall be accomplished in the reverse order of seniority on a job-by-job basis, and the junior employee in the particular job title affected on the seniority roster affected, shall be furloughed first.

Employees affected by a reduction in force shall be on furlough status. However, employees on furlough, if qualified, shall be allowed to exercise their seniority (if any) to displace junior employees in other job titles in the class of employment from which furloughed, in other classes of this agreement or, subject to other labor agreements, in classes of employment covered by an agreement other than this agreement. Junior employees affected by such

displacement, if qualified, shall, subject to other labor agreements, be allowed to exercise their seniority (if any) to displace employees junior to them.

While on furlough, employees (including those who have displaced junior employees as described above in this section) shall be subject to recall in order of seniority in reverse of the order in which reduction was accomplished. They must notify PATH of their addresses every six (6) months, and report for work within seven (7) days after being recalled (or secure a leave of absence from PATH), and employees failing to do so will forfeit all rights and retain no seniority under this agreement as regards to the class of employment, or job title therein, from which they were furloughed.

Employees on furlough shall not continue to accumulate progressive seniority. However, they shall retain the class seniority they had accumulated up to the time of their furlough for a period equal to their last continuous employment by PATH or any of its predecessors.

2. Employees who retain or accumulate seniority in any class of employment hereunder pursuant to Article VI-B (3), (b), or (c) hereof, shall be allowed, if qualified, to exercise such seniority only for the purpose of displacing junior employees, following such an employee's release (except on grounds of discipline) from the position or the class of employment to which transferred. Junior employees affected by such displacement, if qualified, shall be allowed to exercise their seniority (if any) to displace employees junior to them.

3. If permanent vacancies within the respective classes of employment covered or which may become covered by this agreement are to be filled (which shall be determined by PATH), they shall be bulletined. Posting a bulletin creates no obligation to fill a vacancy. If it is determined to fill a vacancy, it shall be filled by the senior qualified employee (as determined by PATH pursuant to Article VI-A hereof) bidding thereon. If a vacancy is bulletined, and it is not filled with an employee in the class of employment of the vacancy, it shall be rebulletined only for employees covered by this agreement before it is determined to fill it by an employee not covered by this agreement. If an employee fills a vacancy hereunder with a job title in his class of employment other than that which he was employed prior to the filling of the vacancy, then Article XIV-E hereof shall apply.

If PATH determines to bulletin and fill a vacancy hereunder, it shall be bulletined within one (1) week after the vacancy arises and bids shall then be opened upon the expiration date indicted in the bulletin and the job then awarded to the senior qualified employee, if any, bidding for same.

ARTICLE VII
VACANCIES

A. All vacancies (including those for only part of a basic work day), such as those caused by vacation, sick leave, sickness, death, retirement, excused absence, leave of absence and any other form of absence, or by the need for scheduling at a given time more than the usual amount of employment in any class of employment covered by this agreement, may be filled if necessary (as determined by PATH) by any regularly assigned employee covered by this agreement (subject to

Articles V and XIV-1 hereof), by any employees of PATH or its owner not covered by this agreement (subject to Article XIV-J hereof), or by temporary employees (subject to Article XIII hereof).

B. In the event that the vacancy is for a period initially ascertainable (or which is ascertained) to exceed forty-five (45) days, it shall, if filled, be filled in accordance with the provision of Article VI-C-1 hereof (if a qualified employee is on furlough status). If no employee covered by this agreement is qualified to fill such a vacancy, it may be filled by a new employee. Pending the filling of such a vacancy pursuant to Article VI-C-3, it may be filled as provided in Article VII-A hereof.

If PATH determines to fill such a vacancy in accordance with the provisions of Article VI-C-3 hereof, then a job bulletin advertising such vacancy shall be posted within seven (7) days after it is ascertained the vacancy has arisen. Such bulletin shall be posted for seven (7) days and the senior qualified employee bidding for same shall be awarded the advertised job within seven (7) days after the opening of bids therefore.

An employee whose bid is accepted for such a vacant class of employment or job title therein shall acquire seniority as of the date he commences employment in the vacancy to which assigned (unless he already has seniority), and shall continue to accumulate such seniority even if displaced by the regular occupant of the vacancy.

Once a year, to go into effect around November 15th, there shall be a pick of jobs in the Trackman class. At such pick, employees in that class shall select, in seniority order, the jobs then advertised.

C. Employees unable to work their regular tours of duty shall notify PATH at least two (2) hours prior to the start of their basic work day, and shall notify PATH at least eight (8) hours prior to returning to work following absence.

ARTICLE VIII
PAID HOLIDAY AND VACATION ALLOWANCE

A. There will be twelve and one-half (12 ½) paid holidays as follows:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve (last four hrs of tour)
Independence Day	Christmas Day
Labor Day	

PATH, at its option, shall have the right to assign paid days off other than the holidays above listed 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 the rate for the work performed. In addition, the employee will be paid for a basic workday at his regular rate unless PATH exercises its option to assign a paid day off in lieu of the holiday. However, overtime work on a holiday shall be paid only at the overtime rate as provided in Article V hereof, and this section shall not apply to any payments by reason of such overtime.

2. If New Year's Day, Independence Day, or Christmas Day falls on a Sunday, then the following Monday shall be deemed to be the holiday, for all purposes of this agreement.

3. An employee, unless on paid sick leave, vacation or paid absence will be paid for a holiday on which he does not work only if he has worked on his scheduled workdays immediately before and immediately after the holiday involved. If an employee claims to have been sick on eight of such days, PATH may require that such claim be confirmed by a doctor's note.

B. The vacation schedule for employees having regular tours of duty will be as follows:

For those employee with less than one (1) year of service the following schedule shall apply:

Employed Between	**Vacation Allowance**
January 1 – January 15	11 days
January 16 – February 14	10 days
February 15 – March 15	9 days
March 16 – April 15	8 days
April 16 – May 15	7 days
May 16 – June 15	6 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 service.

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

Length of Service on January 1 of Given Year	**Vacation Allowance**
5 years or less	12 days
Over 5 years but not over 10 years	18 days
Over 10 years but not over 20 years	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:

PATH Seniority Established Between	Extra Days
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

1. PATH shall determine the number of employees in each class of employment, and job title (if any) therein 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 date of acquisition of PATH seniority as defined in Article VI hereof.

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.

ARTICLE IX
SICKNESS AND OTHER EMPLOYEE WELFARE BENEFITS

A. 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:

Length of Service	Days at Full Pay		Days at Half Pay
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 days within a basic workweek.

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 hereunder 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 over to PATH.

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 proceeding up to the extent of the benefits so paid.

4. In determining the period for which employees are eligible for supplementary sickness benefits, length of service shall be measured from the date of acquisition of PATH seniority as defined in Article VI hereof.

5. Notwithstanding anything to the contrary in paragraph A hereof, employees commencing work under this agreement after February 1, 1971, shall be paid supplementary sickness benefits for each work day when sick only after the first five (5) work days of said sickness in the case of all sicknesses arising during this employment hereunder.

6. Notwithstanding anything to the contrary herein, 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, shall be entitled to the benefits provided for herein, including benefits for the first five (5) work days of said absence. Any benefits paid pursuant to this paragraph shall not count as a "sickness" under paragraph 7 below.

Such employees 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 shown on the above schedule.

7. Notwithstanding paragraph 5 above, an employee becoming covered by this agreement after February 1, 1971, who is sick for a period of more than five (5) work days (subject to verification by PATH) shall, after five years of service under this agreement, be paid supplementary sickness benefits for each work day when sick, including the first five (5) work days of said sickness, pursuant to the terms of this Section, for one such sickness in the calendar year in which he completes his fifth anniversary and for one such sickness in every calendar year thereafter. An employee not receiving sickness benefits in a year to which he may be entitled to them, shall be entitled to receive such benefits for an additional such sickness in the succeeding year, and may accumulate such benefits for up to five sicknesses in a calendar year.

B. 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 absences, education refund and military leave. These benefits are accorded Port Authority employees without

contractual obligation to them and subject to change from time to time in the discretion of the Port Authority Commissioners. It is the intention of PATH to accord to PATH employees 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 refund and military leave, as are enjoyed by the employees of the Port Authority from time to time during the term of this agreement.

Notwithstanding the first paragraph hereof, no additions to the benefits therein provided as of November 30, 1973 shall be extended to the employees covered by this agreement unless PATH and the Union agree in writing to the extension of such benefits.

Effective April 1, 1984, employees shall be provided with the same medical benefits regarding "sponsored coverage" as are now enjoyed by Port Authority employees in the management, technical and professional classifications.

Effective with courses approved for Education Refund after April 1, 1984 maximum reimbursement shall be increased from $75 to $125 per credit.

The excused time policy referred to in the first paragraph hereof is modified so as to provide that employees will not be granted excused time in connection with marriage, illness in family, moving or birth of a child. However, it will be the policy of the Directors to allow employees two paid days as excused time for personal business in addition to the excused time, which is otherwise granted. The two days referred to above shall be granted by PATH consistent with the needs of the service. For the year 1984, an employee will be charged against such two days, days that he has been excused in that year in connection with marriage, illness in family, moving or birth of a child.

Notwithstanding anything herein to the contrary, employees covered by this Agreement before November 1, 1997 shall be granted group life insurance in an amount equal to their annual basic pay (2080 times the hourly rate) rounded off to the next nearest multiple of $1,000 times three.

Notwithstanding anything herein to the contrary, any individual who becomes covered under this Agreement on or after November 1, 1997 shall receive life insurance in the amount of one-times the employee's annual straight time salary. Such individual(s) may purchase an additional one or two times straight time salary at the prevailing group rate.

Effective July 1, 2001, employees who retire before the age of 65 years shall have the option of receiving a $10,000 life insurance policy at PATH's expense or continuing their group life insurance at 1, 2 or 3 times annual straight time salary at their own expense, at the prevailing group rate. Upon attaining the age of 65 years, only the $10,000 life insurance policy will be in effect and all other options shall cease.

Effective July 1, 2001, employees covered by this agreement shall be provided health insurance under the Preferred Provider Plan (presently administered by United HealthCare) under the same conditions that exist for exempt employees as of that date.

Effective July 1, 2001, employees covered by this agreement shall be eligible to participate in the co-pay prescription plan (presently administered by National Prescription Administrators) under the same conditions that exist for exempt employees as of that date.

Effective July 1, 2001, 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.

No improvements to the aforementioned benefits after July 1, 2001, shall be extended to employees covered by this agreement unless PATH and the Organization agree. PATH retains the right to select and/or change the provider of such benefits.

Effective February 21, 2008, employees covered by this Agreement shall be eligible for same-sex domestic partner healthcare coverage. PATH shall determine the eligibility requirements for such coverage.

C. Where uniforms are required, PATH agrees to provide them without cost to the employees or pay for the cost of acquisition. Employees shall be responsible for maintaining their own uniforms.

The employees covered by this agreement shall be issued three sets of winter shirts and pants and three sets of summer shirts and pants to be replaced as needed. All employees shall be responsible for maintaining their own work clothes.

In addition, employees will be issued for their own use while working on PATH, if PATH determines it to be necessary, mackinaws, foul weather gear, safety shoes, safety glasses, hard hats and goggles.

D. Effective January 1, 2009, employees covered by this Agreement shall be covered by the dental insurance plan currently in effect and administered by Blue Cross, with an annual maximum reimbursement limit of $2,000 and a lifetime orthodontic reimbursement limit of $2,000. The provider of such plan shall be selected/changed at PATH's discretion and any improvements to the plan must be agreed to by PATH and the Organization. The foregoing dental benefit shall terminate upon separation from employment with PATH and shall not continue into retirement.

ARTICLE X
DISCIPLINE

A. Employees covered by this agreement shall not be disciplined without a fair and impartial hearing. Such hearing shall be held within thirty (30) days after PATH has notice of the occurrence or occurrences, which are the subject of the charge. At least three (3) days prior to the date of the hearing, the employee involved will be notified in writing of the charge against him, and of the time when and place where the hearing will be held. PATH shall designate a hearing officer to conduct the hearing. 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 of 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 three (3) days 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 twenty (20) days after completion of the hearing of the appeal. In the event that a board of three appeal officers is designated to hear the appeal, a decision, 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. Written argument based upon the record before the hearing officer may be submitted at the appeal.

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

F. An employee who is called in for a disciplinary hearing outside of his scheduled working hours shall be paid for the time spent at the hearing, if the charges against him are not sustained.

G. An employee, against whom discipline has never been assessed, who is suspended for 30 days or less, shall have the imposition of such discipline suspended for a period of six months from the date of its imposition. If during that period such an employee has not had other charges against him sustained, then the penalty in his first disciplinary proceeding shall not be imposed.

H. An employee against whom discipline has been assessed may, within sixty (60) days after the date following the decision on appeal, submit such matter to impartial arbitration pursuant to the provisions of the Railway Labor Act.

I. Employees called in to attend hearings, who are not charged, shall be compensated as if the time spent in attending the hearing were time worked.

ARTICLE XI
GRIEVANCES

A. The Organization, or any employee covered by this agreement may personally, or through the Organization, present and process a grievance in accordance with the following procedure:

Addressed to:	***Time allowed for presentation by Union:***	***Consequence of failure to make timely presentation:***	***Time allowed for disposal by PATH***	***Consequence of failure to make timely disposal:***
GRIEVANCE				
Superintendent	20 days after occurrence complained of	Grievance abandoned	45 days after receipt of grievance	Grievance deemed denied and may be appealed
APPEAL				
General Superintendent or designee	20 days after receipt of denial or (if none), time allowed for said receipt	Grievance abandoned	45 days after receipt of appeal	Grievance allowed

Grievances shall be presented on a form provided by PATH for that purpose. A "grievance" is hereby defined to be a complaint by or on behalf of any employee, or group of employees, that there has been, on the part of PATH, a non-compliance with or a misapplication of any provision of this agreement.

B. For the purpose of determining compliance with the time limits established in paragraph A, grievances, denials and appeals shall be in writing and, in that form, shall be given or sent to the appropriate party within the period of the applicable time limit.

C. A final decision denying a grievance (by the General Superintendent or his designee) shall be binding upon the Organization unless within sixty (60) days from the date of said final decision such grievance is disposed of on the property or proceedings for the final disposition of the grievance are instituted by the Organization with notice to PATH.

D. The parties may, by written agreement in any particular case, extend any time limits hereinabove specified.

E. No grievance seeking a money award in excess of actual wages lost shall be presented hereunder by reason of a non-compliance with or a misapplication of class seniority.

ARTICLE XII
COURT ATTENDANCE AND INVESTIGATION

A. Employees attending court under instruction of PATH will be paid for at least eight (8) hours and time spent in such attendance in excess of eight (8) hours will be paid for as overtime. Employees will be given as much prior notice as practical concerning court attendance.

B. Time spent in attendance at investigations under instruction of PATH will be counted as regular work time. Employees called in for this purpose on a rest day will be paid at the rate of time and one-half for the time spent at such attendance, with a minimum of four (4) hours pay at such rate. Employees required to attend investigations on a regular work day outside of their regular hours will be paid at the rate of time and one-half for the time spent at the investigation, with a minimum of four (4) hours pay a the straight time rate.

ARTICLE XIII
TEMPORARY EMPLOYMENT

A. PATH shall have the right to hire temporary employees to perform work performed by employees covered by this agreement, provided that the rights of employees on furlough status are not violated. Temporary employees shall be hired only for seasonal and special project work and not be hired or assigned to fill a vacancy arising under Article VII-B hereof.

B. Temporary employees may be hired for a period of up to three (3) months. Said employees shall be subject to all the terms of this agreement except Articles VI, VIII, IX, X, and XI.

C. If a temporary employee becomes regularly employed, without any interruption in employment, his initial date of employment, for purposes of determining PATH seniority and class seniority, shall be the date he entered temporary services.

ARTICLE XIV
MISCELLANEOUS

A. Subject to observance of the express provisions of this agreement, PATH shall have the right to exercise all management prerogatives, including the right to fix operating and personnel schedules, reduce forces, determine tours of duty and work loads, arrange transfers, order new work assignments and issue any other directive intended to carry out its public responsibility to operate PATH facilities safely, efficiently and economically.

B. No employee covered by this agreement shall hold any outside employment without obtaining written approval from PATH. In the event that such approval is obtained, the time devoted to and duties required by said outside employment shall not deviate from the conditions set forth in the approval.

C. Medical examinations conducted by PATH shall be required of all employees as determined by PATH. Employees who are found by PATH to be medically unqualified to perform the duties required by their positions shall be placed on sick leave until they become medically qualified, at which time they may be required to re-qualify before being returned to service. However, in the event that an employee is found to be medically disqualified by reasons of a permanent injury or condition, his status as an employee of PATH shall terminate on the date of such finding. However, said finding shall not deprive the said employee of benefits to which he may be entitled, as of the date of termination, under Articles VIII-B and IX-A of this agreement.

D. New employees hereunder shall be on probation for a period of six (6) months, after commencing employment. During this period they shall be subject to discipline, including dismissal, without following the procedure enumerated in Article X hereof.

E. Any PATH employee (including those covered by this agreement) who has transferred to any class of employment now covered, or which may become covered, by this agreement, or any job title therein, shall be on probation for a period of sixty (60) days after said transfer. During this period they may be reassigned to their former position, if available, in accordance with and subject to Article VI-C-2 hereof, or the seniority provisions of the labor agreement applicable.

F. Employees of PATH presently outside of this agreement may be transferred to a position covered by this agreement, subject to Article XIV-E and the rights of employees covered by this agreement pursuant to Article VI-C-(1) and (3) hereof.

G. PATH shall have the right to:

1. Consolidate the classes of employment covered by this agreement (or any job titles within all said classes of employment), or the duties pertaining to said classes (or said job titles);

2. Introduce technological improvements by way of automation, mechanization, etc.;

3. Contract the work performed by employees covered by this agreement to outside contractors.

However, an employee in service on August 31, 1962, having a regular tour of duty at the time PATH exercised any of the rights enumerated above, and who loses employment by reason of exercise of any such rights, shall be offered the opportunity for other employment, if available, for which he is qualified or can be trained, at no less salary than he earned at the time of job elimination. Such other employment may be either in the service of PATH or of the Port Authority. If such other employment is in the service of the Port Authority, it shall be credited with PATH seniority and it shall be and remain subject to such policy or tenure of employment of permanent employees of the Port Authority as may be established by the Commissioners of the Port Authority, without contractual obligation and subject to change from time to time in the discretion of said Commissioners.

Nothing in this Article shall be construed as limiting PATH in the exercise of its right to furlough employees, without limitation or qualification, because of reduction or elimination of train operations caused by any reason, including, but not limited to, operational efficiency, reduction in business, act of God, war, rebellion, insurrection, strikes, or major force, or to eliminate jobs for any reason other than those enumerated in section 1, 2, and 3 above.

If jobs are eliminated hereunder, reduction of forces shall be accomplished in reverse order of seniority, in accordance with Article VI-C-(1) hereof.

The Organization shall be given an opportunity through written notice to the President of Local 2001 to advise and consult with PATH within a reasonable time prior to PATH's exercise of the right conferred upon it in Section 3 above. However, this shall not be construed as giving the Organization a veto over PATH's exercise of this right. Upon request, PATH's Chief Negotiator will enter any discussions arising out of this paragraph.

H. Non-working supervisors shall be exempt employees and shall not be subject to Article II-A of this agreement. Said supervisors shall be permitted to perform work in classes of employment covered by this agreement for instructional purposes, or in an emergency. PATH will issue a bulletin to supervisors directing that they comply with the provisions of this paragraph.

I. Employees covered by this agreement shall (subject to other labor agreements, if any, and at no reduction in hours of work or rates of pay) be subject to assignments for periods of up to eight (8) continuous basic work weeks (including assignments of only part of a basic work day) to perform work for PATH or its owner in a class of employment other than that in which they are regularly employed, whether or not said class of employment is covered by this agreement.

J. Any employees of PATH or its owner not covered by this agreement, may (subject to other labor agreements, if any) be assigned for periods of up to eight (8) continuous basic work weeks (including assignments for only part of a basic work day) to perform work in a class of employment covered by this agreement. While so employed, they shall remain subject to the terms of the agreement (if any) under which they are regularly employed, and be paid at their regular rate of pay.

K. In all instances hereunder where notice to employees is required, notice by any written, verifiable instrument shall be considered sufficient and proper.

L. Employees called in to take medical examinations outside of and not continuous with the hours included in their regular tours of duty shall be paid four (4) hours at their regular rate of pay. This sentence shall not apply to any employee on light or restricted duty who may be required to take a medical examination in connection with an on-duty injury.

An employee shall not be subject to disciplinary action for failure to attend a medical examination unless he is given at least three (3) days notice of such examination. This sentence shall not apply to any individual who has had disciplinary action imposed and sustained by

PATH, through its on-property investigative and appeal processes, for absence related reasons within the previous 12 months.

M. 1. When an employee 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.

(a) $150,000. Accidental Death or dismemberment in accordance with the following schedule:

Table of Losses	**Amount**
Loss of Life	$150,000
Loss of both hands or both feet or sight of both eyes	$150,000
Loss of one hand and one foot	$150,000
Loss of either one hand or one foot and sight of one eye	$150,000
Loss of either one hand or one foot	$ 75,000
Loss of sight of one eye	$ 75,000

In no event shall recovery under the above schedule exceed $150,000. An employee or his estate shall not be entitled to receive the benefit provided for herein to the extent that he or his estate may be 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 this agreement.

(b) 80% of the weekly rate for time lost, subject to a maximum of $150 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 terms of this agreement.

(c) Medical-surgical expenses not to exceed $7,500 above those hospitalization, surgical and/or major medical benefits provided for pursuant to the terms of this agreement.

2. 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 to 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 attorneys 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 rights 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.

N. When an employee has been found by PATH to be medically unqualified to perform the duties required by his position and he then presents an opinion to PATH, from his own doctor, that he is medically qualified to perform the duties required by his position, then the question of the employee's medical qualification shall be resolved as provided herein.

PATH and the Organization will each designate a doctor to serve on a Board of Doctors which shall consist of the doctors designated by PATH and the Organization and of a third doctor to be appointed jointly by them. The third doctor will fix a time and place for the disqualified employee to be examined by him. After completion of the examination, the third doctor will render a decision as to whether the employee is medically qualified to perform the duties required by his position.

At the time that the third doctor renders a decision, a bill for the fee and expenses of the third doctor will be presented to PATH and to the employee, who each will pay one-half (1/2) of the said fee and expenses. However, if a Board's decision is that an employee is medically qualified to perform the duties required by his position, then PATH will pay the entire said fee and expenses.

O. Employees in the "Building" group may be assigned to perform work within their job titles, which is performed by employees having those job titles in the "Railroad" group.

P. If PATH acquires Pennsylvania Station in Newark, it is understood that the entire building will be considered "Railroad" for the purpose of this agreement.

Q. Effective for the calendar year 2008 and thereafter, employees who have achieved two (2) consecutive calendar years (January 1st to December 31st) of perfect attendance will be granted one additional personal excused day with pay in the following calendar year (January 1st to December 31st). 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, vacations, 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 "C"). Any lost-time injury on duty shall disqualify an individual from consideration as well as any unpaid absences, including, but not limited to, leaves and suspensions.

ARTICLE XV
EFFECT AND TERM OF AGREEMENT

This agreement constitutes the sole agreement, between PATH and the Organization (except for those agreements described by date in Appendix "B" annexed hereto and incorporated by reference herein), and supersedes all agreements between the parties (except such agreements as are set forth in Appendix "B") existing at any time prior to the effective date hereof.

The effective date of this agreement shall be November 18, 2005, except where otherwise noted, and it shall stay in effect until changed or modified in accordance with the Railway Labor Act. The Union agrees that it shall serve no notice on PATH, pursuant to the terms of the Railway Labor Act, prior to sixty (60) days before November 18, 2011, to be effective November 18, 2011. However, if PATH serves such a notice, the Organization shall have the right to serve a Section 6 notice.

Signed at Newark, New Jersey, October 30, 2008

TRANSPORT WORKERS UNION OF AMERICA

By: _____
Peter Sandomenico
General Chairman

By: _____
Michael Brady
Secretary

By: _____
John R. Feltz
President, Local 2001

PORT AUTHORITY TRANS-HUDSON CORPORATION

By: _____
Cynthia Bacon
Chief Negotiator

APPENDIX "A"

Title	Step ***	Effective 11/18/2005	Effective 11/18/2006	Effective 11/18/2007	Effective 11/18/2008	Effective 11/18/2009	Effective 11/18/2010
"A"							
Mechanical equip. Repairman	1	$29.48	$30.36	$31.27	$32.21	$33.18	$34.18
Trackman III	2	$32.19	$33.16	$34.16	$35.19	$36.25	$37.34
Structure Maintainer III							
Pump Maintainer III							
Carpenter II**							
Mason II**							
Painter II							
Plumber II**							
Welder							
Maintenance Mechanic							
"B"							
Mechanical Equip. Operator II		$ 31.39	$32.33	$33.30	$34.30	$35.33	$36.39
"C"							
Mechanical Equip. Operator I	1	$28.04	$28.88	$29.75	$30.64	$31.56	$32.51
Electrician*	2	$30.68	$31.60	$32.55	$33.53	$34.54	$35.58
"D"							
Pump Maintainer II	1	$26.97	$27.78	$28.61	$29.47	$30.35	$31.26
Trackman II	2	$29.48	$30.36	$31.27	$32.21	$33.18	$34.18
Carpenter I**							
Mason I**							
Painter I							
Plumber I**							
Burner							
Locksmith							

APPENDIX "A"

Title	Step ***	Effective 11/18/2005	Effective 11/18/2006	Effective 11/18/2007	Effective 11/18/2008	Effective 11/18/2009	Effective 11/18/2010
"E"							
Structure Maintainer II	1	$24.71	$25.45	$26.21	$27.00	$27.81	$28.64
Pump Maintainer I	2	$26.97	$27.48	$28.61	$29.47	$30.35	$31.26
Fire Marshall							
Track Inspector							
"F"							
Flagman		$24.94	$25.69	$26.46	$27.25	$28.07	$28.91
"G"							
Pump Helper	1	$22.66	$23.34	$24.04	$24.76	$25.50	$26.27
Trades Helper (General)	2	$24.71	$25.45	$26.21	$27.00	$27.81	$28.64
Trades Helper (Painter)	3****	$26.97	$27.78	$28.61	$29.47	$30.35	$31.26
Trainee							
"H"	1	$17.47	$17.99	$18.53	$19.09	$19.66	$20.25
Trackman I	2	$20.10	$20.70	$21.32	$21.96	$22.62	$23.30
Structure Maintainer I	3	$21.96	$22.62	$23.30	$24.00	$24.72	$25.46
	4	$23.66	$24.37	$25.10	$25.85	$26.63	$27.43
	5	$24.71	$25.45	$26.21	$27.00	$27.81	$28.64
Trackman/Structure Maintainer/ Pump Helper (Summer Temporary)		$17.47	$17.99	$18.53	$19.09	$19.66	$20.25

* Building only
** Rail and building
*** 1 – 1st year of employment
2 – 2nd year of employment
3 – 3rd year of employment
4 – 4th year of employment
5 – 5th year of employment and thereafter

**** Step 3 applied to the TRAINEE class only and will be paid only upon successful completion of the Trades Improvement program.

1. Any employee to be paid for performing work, from time to time, in an exempt supervisory position shall be paid at a rate equal to five (5) percent above that earned by him in his regularly assigned class of employment or job title.

2. When an employee has worked in an acting capacity providing a higher rate of pay than that of his regular tour of duty for a period of four (4) months preceding a holiday, sickness, vacation or excused absence, then the pay for such event shall be computed on the basis of the higher rate of pay, if following such event the employee returns to his acting capacity.

3. When an employee has worked in an acting capacity providing a higher rate of pay then that of his regular tour of duty for a period of four (4) or more consecutive months and then returns to his regular tour, then such employee will be paid the higher rate of pay for any holiday occurring during a period in which he has worked the higher rated position of that entire work week preceding the week in which the holiday occurs and at least for one day after the holiday.

4. Any employee of PATH or its owner not working in a class of employment covered by this agreement who transfers to a class of employment or job title therein covered by this agreement, and any employee working in a class of employment covered by this agreement who transfers from one class of employment or job title covered by this agreement to another so covered, shall commence employment at that step rate, in the class of employment or job title to which transferred, as provided below.

(a) If the transfer is to a class of employment or job title in which the employee has seniority, he shall commence employment at that step to which he is entitled by reason of said seniority, and receive increases thereafter in accordance therewith.

(b) In all other instances, except as provided in (c) below, the employee shall commence employment at Step 1, and be paid thereafter in accordance with the above schedule.

(c) If the transfer is to a class of employment or job title providing higher step rates than those in the class of employment or job title from which transferred, the employee shall commence employment at that step rate providing a rate of pay next above the employee's rate of pay immediately prior to his transfer.

(d) Notwithstanding anything to the contrary contained herein, any individual who enters the job titles of Trackman I or Structure Maintainer I on or after November 1, 1077, shall commence employment at the Step 1 rate of pay for said job titles regardless of prior employment or rate of pay with the Carrier, its owner or any other entity.

5. Any employee to be paid for performing work, from time to time, in classes of employment or job titles other than his regularly assigned class of employment or job title, and providing higher step rates than those provided in his regularly assigned class of employment or job title, shall be paid at that step rate in the class of employment or job title in which he performs work, which provides a rate for pay next above that earned by him in his regularly assigned class of employment or job title.

APPENDIX "B"

- September 9, 1965
- May 17, 1967
- April 24, 1972
- April 26, 1972
- January 16, 1975 (penultimate paragraph)
- October 30, 1980 (pension letter)
- January 29, 1982
- May 21, 1982
- January 23, 1987
- July 23, 1987 (pension amendment)
- March 25, 1988
- November 16, 1989
- April 27, 1990 (pension amendment)
- May 12, 1993 (pension amendment)
- October 8, 1997
- October 23, 1997 2(b) (pension amendment)
- May 28, 1999 (Elimination of Port Service Club Luncheon)
- May 3, 2001 2(b) (pension amendment)
- October 26, 2005 (Letter Agreement –Trackman I/Structure Maintainer Seniority Roster)
- January 23, 2008 2(b) (pension amendment)
- January 23, 2008 (Letter Agreement – Re: MER/MEO training)
- February 1, 2008 (Letter Agreement, Re: Fire Marshall duties)

Appendix C

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.

Appendix C

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.