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#### Contract Database Metadata Elements

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AGREEMENT  
BETWEEN THE  
FISHERS ISLAND FERRY DISTRICT  
AND  
CSEA, INC., LOCAL 1000, AFSCME, AFL-  
CIO  
February 20, 2012 – December 31, 2014

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AGREEMENT made and entered into this 21 day of June 2014 between the Fishers Island Ferry District ("the District") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("the CSEA").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**ARTICLE 1  
RECOGNITION**

A. Effective February 20, 2012, the District recognizes the CSEA as the sole and exclusive representative for all full-time and regular part-time employees in the following positions: Clerk; Deckhand; Ferry Captain; Freight Agent; Laborer; Maintenance Mechanic II; Marine Mechanic; and Purser; and excluding all other part-time, call-in and seasonal employees in those titles, and all other employees.

B. The CSEA affirms that it does not assert the right to strike against the District, to assist or participate in any strike, job action or any work slowdown or to impose an obligation upon its members to conduct or participate in a strike.

**ARTICLE 2  
CATEGORIES OF EMPLOYMENT**

A. "Full-time" status defines an employee who regularly works 35 or more scheduled hours per week throughout the year.

B. "Part-time" status defines an employee who works regularly less than 20 hours per week and at least 100 hours per year.

**ARTICLE 3  
MANAGEMENT RIGHTS**

Except as expressly limited by a specific provision of this Agreement, the District reserves the right to determine the standards, levels, duration, quantity and quality of the services it will provide; to determine the location and relocation of its facilities or parts thereof; to maintain the efficiency of its operations; to effect technological changes; to set the standards of selection for employment; to determine and regulate work schedules; to determine work locations and work requirements and the procedures relating thereto; to take and implement disciplinary action; to create positions and the procedures relating thereto; to abolish positions and the procedures relating thereto; to hire, evaluate, reassign, transfer, promote and demote its employees, and the procedures relating thereto; to establish and implement reasonable attendance and leave policies and other work rules, and the procedures relating thereto; to determine the type and scope of work to be performed, and by whom, when and how it will be performed, and the procedures relating thereto; to require overtime work and by whom, when and how it will be performed, and the procedures relating thereto; and to take all necessary actions to carry out its mission in emergencies.

## ARTICLE 4 PAY PROCEDURES

A. Employees are paid bi-weekly. The workweek begins on Thursday and ends on Wednesday. Pay periods are two weeks in length, and pay is available on Thursday following the end of a pay period. If a scheduled payday falls on a holiday observed by the District, employees will typically be paid on the day preceding the holiday.

B. All required deductions, such as for federal, New York State and local taxes, Social Security and Medicare, and all authorized voluntary deductions, such as for health insurance contributions, will be automatically withheld from paychecks. Employees who experience any accuracy issues with their paychecks are to immediately bring this to the attention of their supervisor. Employees utilizing a time clock must report any irregularities or missed punches as they occur (not at the end of the week) so that they can be corrected. Misrepresentation of time or entering a co-worker's time is a violation subject to disciplinary action up to and including termination of employment.

C. Employee pay stubs and/or direct deposit statements will include gross bi-weekly wages paid, net bi-weekly wages paid, gross bi-weekly deductions withheld, net bi-weekly deductions withheld, bi-weekly hours worked, bi-weekly pay rate(s) and year to date gross wages.

### D. Dues and Agency Shop Fees.

The District will deduct Union dues from the salaries of unit members who have given to the District written authorization for those deductions, and will transmit those monies to the CSEA at an address designated by the CSEA. The CSEA will provide to the District a certification in writing of the rate of its membership dues for the ensuing year.

Every employee who is not a member of the CSEA will pay to the CSEA an Agency Shop Fee pursuant to New York law. The CSEA will certify the amount of the Agency Shop Fee. The amount will be determined pursuant to Civil Service Law Section 208.3(b) and the District advised of same by October 1 preceding each fiscal year, and prior to the initial deduction of Fees in 2012. The deductions taken from Agency Shop Fee payers will be made in the same manner as deductions for CSEA members and will be promptly forwarded to the CSEA.

When employees are hired after October 1 in any year, the District will notify the CSEA of that event by providing the name and date of hire, and the CSEA will thereafter certify to the District the employee's Agency Shop fee payer status. The District will thereafter make prorated deductions for the rest of the fiscal year and pay them to the CSEA as described above, retroactive to the date of employment.

The CSEA will indemnify and save and hold the District and any and all of its employees, representatives, officers and/or members of the Board of Ferry Commissioners (collectively "employees") harmless against any and all claims, demands, suits or other forms of

liability which may arise out of, or by reason of, any action taken or not taken by the District or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of this Agreement and/or State law, except any actions which may arise out of criminal and/or tortious acts or omissions on the part of the District or its employees, which are not attributable to an act or omission by the Union or its agents.

**ARTICLE 5  
WORKWEEK**

A. Overtime: Employees will be paid overtime or compensatory time off at a rate of one and one-half times their hourly rate of pay for all hours actually worked in excess of 40 during a one-week pay period.

B. Hours of Work

1. As a transportation entity, the District is a seven day a week service organization with the major demand typically highest during the holiday and weekend periods. All personnel should recognize that their services are required during these busy periods. From an operational standpoint the District cannot differentiate among weekdays, holidays and weekends.

2. All employees will be required to work some or all, evening, weekend or holiday hours to meet the District's service needs. The District expects that when an employee agrees to work for it, he/she is prepared to be flexible to meet the needs of customers. The District expects management to assign this work in a fair and equitable manner.

C. Unusual Hours of Work: Typically, the District is in operation 15 hours per day and often longer. It is not uncommon for the ferry to be in operation 19 or 20 hours per day with work hours ranging from 0400 to 0000. Employees must recognize these hours as the norm and be prepared to work them.

D. Work Schedules:

1. Employees must be prepared to frequently accept alterations to their personal work schedules.

2. On occasion, extra trips, charter trips, peak operating periods and special maintenance projects may require extra personnel. In most cases these schedule changes will not affect an employee's day off, but will instead alter the hours of a day that he /she is already scheduled to work.

3. Employees may be asked to work on their scheduled days off, but they are not required to accept this assignment.

E. Meal Breaks

1. All employees are provided an unpaid meal break of a minimum of 30 minutes for a shift that is at least six hours long. The time of day this break can be taken is flexible as long as an employee ensures appropriate coverage of duties, safety needs and customer service during this break.
2. The vessel crew's break must be taken at an appropriate time so as not to impede the safety and operation of the ferry while underway.
3. Eating in public areas and at the ticket counter is inappropriate and not permitted.

**ARTICLE 6  
LEAVE TIME**

A. Absences and Lateness

1. If an employee is unable to report to work, he/she must personally notify his/her immediate supervisor, preferably the evening before his/her next scheduled work day. He/she may be required to indicate a phone number where he/she can be reached in the event there is a question about some work or task in progress.
2. If an employee is late/will be late for work, he/she must personally notify his/her supervisor as soon as possible.
3. If an employee needs to schedule a doctor's appointment or a court date, he/she should provide at least a week's notice and make every effort to schedule it on his/her own time. Leaving work during scheduled work hours requires approval of the employee's supervisor.
4. Unscheduled and/or unexcused absences on two or more occasions per year is grounds for disciplinary action and may jeopardize an employee's continued employment. These occasions do not include approved use of vacation, sick time, bereavement leave or jury duty.
5. Repeated incidences of reporting late for a shift is grounds for disciplinary action and may jeopardize an employee's continued employment.
6. If an employee is absent for three or more consecutive days without calling his/her supervisor, the District will presume that the employee is voluntarily resigning and will, consistent with applicable law, discontinue his/her employment effective with his/her first day of absence.

B. Bereavement Leave

1. In the event of the death of an immediate family member, full-time employees will be paid bereavement leave in order to spend time with family. Immediate family is defined as spouse or same-sex committed partner, parent, brother, sister, child, parent-in-law or son/daughter-in-law. The length of leave will generally be from the day of notice up to and including the day after the funeral service and will generally not exceed three paid days.

2. Full-time employees will be granted one day's paid leave on the day of the funeral for a grandparent, brother/sister-in-law, half-brother/sister or other relative living in the household of the employee. Should an employee wish additional time off, he/she must submit a request for personal time, use of his/her vacation days or leave without pay.

C. Jury Duty

1. If an employee is summoned for jury duty or as a witness for a trial, he/she must give a copy of the written notification to his/her supervisor within 48 hours of receipt of the summons.

2. Full-time employees will receive their regular pay for up to the first five days of jury duty. Regular part-time employees will only be eligible to receive pay from the court if eligible, and will not be paid by the District for any absence due to jury duty.

3. Whenever an employee is not required to serve during regular business hours, he/she will be expected to perform his/her work assignment. Regular part-time employees may request an evening or weekend work schedule during their jury duty.

D. Time Off to Vote

1. If an employee's working hours make it impossible for he/she to get to the polls before or after work, the employee should speak with his/her supervisor in order to arrange for time off to vote.

2. If it is necessary, an employee may take up to two hours of paid time off at the beginning or the end of his/her work shift in order to get to the polls.

3. Employees who have at least four consecutive hours between the opening of the polls and the beginning of their working shift, or between the end of their working shift and the closing of the polls, are deemed to have sufficient time to vote and are not eligible for this time off provision.

E. Holidays

1. It is expected that full-time employees may be required to work on holidays.



2. The District observes the following holidays on these specific days:

New Year's Day  
Martin Luther King, Jr. Day (3<sup>rd</sup> Monday in January)  
President's Day (3<sup>rd</sup> Monday in February)  
Memorial Day (Monday holiday)  
Independence Day (July 4<sup>th</sup>)  
Labor Day (Monday holiday)  
Columbus Day (second Monday in October)  
Veterans Day (November 11)  
Thanksgiving Day (Thursday holiday)  
Christmas Day

All holidays will be observed on the actual holiday.

3. All full-time employees will receive eight hours' pay for an observed holiday.

4. Full-time employees required to work on the holiday will receive their hourly rate for hours worked plus their holiday pay. Christmas Day shifts will be paid at time and a half for hours worked.

5. Full-time employees have the option of requesting compensatory time instead of holiday pay, but must notify their supervisor in advance (before the holiday).

6. Regular part-time employees are not eligible for holiday pay. Regular part-time employees who work on a holiday will be paid one and a half times their regular rate for the hours worked.

F. Personal Days

1. All full-time employees with at least six months of service will be entitled to three days of personal time per calendar year. Pay for a personal day will be equal to eight regular hours.
2. Unused personal days will not carry forward to the next calendar year.
3. Personal days must be scheduled in advance and pre-approved by the employee's supervisor.

G. Vacation Days

1. All full-time employees will be eligible for paid vacation based on their length of service calculated on a calendar-year basis as follows:

<u>Length of Service</u>	<u>Vacation Days (non-cumulative) per calendar year</u>
After 6 months	5 Days
2nd year	10 Days
4th year	12 Days
7th year	15 Days
10th year	18 Days
15th year	20 Days
20th year	25 Days

2. Vacation time must be requested in writing and pre-approved by an employee's supervisor a minimum of two weeks in advance of the proposed date(s). Whenever more than one employee per shift submits a request for the same date, the approval will be made based on seniority. Vacation requests should be submitted two weeks in advance of desired dates.

3. Employees will be allowed to carry up to eight vacation days into the next anniversary year. All days above and beyond eight will be lost and will not be compensated. Any accumulated, unused vacation will be paid out at termination.

H. Military Leave

1. Military leave will be granted to employees who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and New York law. Advance notice of military service is required, unless military necessity prevents notice or it is otherwise impossible or unreasonable.

2. The leave is unpaid, except that an employee may use all of his/her accumulated unused vacation time, personal days, sick leave, and/or compensatory time while on leave.

3. The District will continue to pay its contribution towards an employee's health insurance premium, and the employee will be responsible to pay his/her share, for up to the first 30 days of leave. Following the expiration of 30 days, the District will continue to make insurance coverage available to the employee and any covered dependents as required by applicable law.

4. Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, with an allowance for reasonable travel time and an eight-hour rest period. Employees on military leave for more than

30 days, but less than 181 days, must submit an application for reemployment within 14 days of release from service. For service of more than 180 days, an application for reemployment must be submitted within 90 days of release from service.

5. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

#### I. Sick Leave

1. Full-time employees hired before May 1, 2009 are entitled to the following amount of sick leave:

<u>Length of Service</u>	<u>Sick Days (non-cumulative)</u>
Less than six months service	1 day (eight hours) per month of service
After 1 year service	15 days per calendar year

Unused sick leave time may be accumulated to 280 days. Upon retirement, a full-time employee will be entitled to payment for up to 40 days of accumulated unused sick leave. For days accumulated over 40, additional payment will be made at the rate of one day for each three accumulated over 40. In no event will the total payment exceed 120 days. Upon termination other than retirement, a full-time employee will not be entitled to payment of any accumulated unused sick time.

2. Full-time employees hired on or after May 1, 2009 are entitled to the following amount of sick leave:

<u>Length of Service</u>	<u>Sick Days (non-cumulative)</u>
After 1 year service	12 days per calendar year

Unused sick leave time may be accumulated to 280 days. Upon retirement, a full-time employee shall be entitled to payment for up to 40 days of accumulated unused sick leave. Any additional accumulated days will be lost. Upon termination other than retirement, a full-time employee will not be entitled to payment of any accumulated unused sick time.

3. All sick days will be paid at the rate of eight hours per day. Employees are allowed to take ½ sick days, not exceeding four hours. An employee who becomes sick at work and is required to leave may be paid for the hours spent working plus a ½ sick day.

4. Sick leave can be used for the employee's own illness, the illness of an immediate family member, for the employee's doctor's appointment, or to take an immediate family member to a doctor's appointment. Immediate family is defined as spouse or same-sex committed partner, parent, brother, sister, child, parent-in-law or son/daughter-in-law.

5. If an employee is absent for three or more consecutive days, he/she will be required to provide a doctor's note indicating his/her ability to report to regular duty or any restrictions that might apply. The District reserves the right to require a doctor's note at any time when it has reason to believe that an employee may be abusing sick time privileges.

J. Personal Leave of Absence

1. Unpaid personal leaves of absence for a period of up to 30 days may be requested by a full-time employee who has completed one year of continuous service.

2. The employee must request personal leave in writing at least two weeks before the time he/she wishes the leave to begin.

3. If the personal leave request is necessitated by an emergency, the employee or a member of his/her immediate family must notify the employee's supervisor as soon as practical. This should be followed up with a written explanation of the nature of the leave and the expected length of the absence. In an emergency situation, the written explanation must normally be submitted within three days of the beginning of the leave.

4. Personal leave may only be granted if another leave cannot be used in place of it, all accumulated and unused sick, personal, vacation or compensatory days have been exhausted and the leave does not seriously disrupt the ongoing operations of the District.

5. If the employee requesting the personal leave of absence is eligible for FMLA leave, a personal leave of absence may not be used for a purpose covered by the District's FMLA policy. In that case, the employee must take leave pursuant to District's FMLA policy.

6. Reinstatement cannot be guaranteed to employees returning from a personal leave of absence. However, the District endeavors to place employees returning from personal leave in their former position or in a position comparable in status and pay, subject to budgetary restrictions, District's need to fill open positions and the ability of District to find qualified temporary replacements.

K. Cancer Screening Leave

1. New York State Civil Service Law entitles all employees to take up to four hours of paid leave annually, without charge to leave credits, for breast or prostate cancer screening. The screening includes physical exams for the detection of breast or prostate cancer, including mammograms. Travel time is included in the four hour cap. Absence beyond the four hours must be charged to leave credits or the time will be docked.

2. The leave is not cumulative and expires at the close of business of the last day of each fiscal year. Unused cancer screening leave will not be paid out to an employee upon termination of employment.

3. Requests for cancer screening leave must be submitted to the employee's supervisor and approved in advance. The District may require an employee who takes leave pursuant to this Section to provide satisfactory medical documentation that the leave was taken for the purpose of cancer screening.

L. Blood Donation Leave

1. New York State Labor Law entitles employees who work an average of 20 or more hours per week to take up to three hours of leave in any 12-month period to donate blood. Travel time is included in the three-hour cap. Absence beyond the three-hour cap will be charged to leave credits or the time will be docked.

2. This leave is not cumulative and expires at the close of business on the last day of each fiscal year. Unused blood donation leave will not be paid out to an employee upon resignation or termination of employment.

3. Advance notice of at least three working days is required prior to taking this leave, as well as proof of the donation activity in the form of a notice of blood donation or a good faith effort at blood donation.

M. FMLA Leave

1. FMLA leave is unpaid leave.

2. Employees are required to use all accumulated vacation, personal, sick and compensatory leave before taking unpaid leave.

**ARTICLE 7  
INSURANCE**

A. Health Insurance

1. All full-time employees are eligible for health insurance after their first 30 days of employment. The District will make every attempt to offer the best insurance options for employees at the most effective cost within a Section 125 pre-tax payroll deduction plan.

2. Health Reimbursement Arrangement (HRA): For the period of September 1, 2012 through August 31, 2013, the Oxford Metro 15/30/1000/80 health insurance plan has a deductible of \$1,000 for individual coverage and \$2,500 for family coverage. The employee is responsible for the first \$500 of the individual coverage deductible or the first \$1,250 of the family coverage deductible. To receive this reimbursement, the employee must submit to the District the adopted Explanation of Benefits form.

B. Retiree Health Insurance

1. For full-time employees hired after July 1, 2003, health benefits will continue only after retirement under the following conditions: (a) the employee must have 20 consecutive years of service for the District; (b) the employee must retire while employed full-time by the District; and (c) the employee must have begun to receive benefits from the NYS Retirement System.

Coverage will continue for 18 months after retirement. The District is responsible for paying its portion of the premium, and the eligible retiree is responsible for paying his/her portion of the premium, subject to timely co-pays and deductibles, and other terms and conditions of the insurance policy.

Should the employee retire three years before Medicare coverage begins, he/she will receive coverage for the remaining number of months (36 maximum) until Medicare benefits start. Coverage will reflect the current policy for full-time employees, subject to the specific terms and conditions of the insurance policy in place at the time. No coverage is offered to eligible dependents.

2. For existing full-time employees as of July 1, 2003, health benefits will continue after retirement under the following conditions: (a) the employee must have 10 years' consecutive years of service for the District; (b) the employee must retire while employed full-time by the District; and (c) the employee must have begun to receive benefits from the NYS Retirement System.

The eligible retiree and/or their eligible dependents will receive health coverage until the eligible retiree reaches age 65 and/or becomes eligible for Medicare, whichever comes first. The District is responsible for paying its portion of the premium, and the eligible retiree is responsible for paying his/her portion of the premium, subject to timely payment of co-pays and deductibles, and other terms and conditions of the insurance policy.

Should the eligible retiree die before age 65, the spouse and/or dependents will continue to be covered for one year. The District is responsible for paying its portion of the premium, and the eligible spouse/dependent(s) will pay his/her/their portion of the premium, subject to timely co-pays and deductibles and other terms and conditions of the insurance policy. COBRA coverage may be available after employer-provided benefits cease. Coverage will reflect the current policy for full time employees, subject to the specific terms and conditions of the insurance policy in place at the time.

3. For existing retirees as of July 1, 2003, health benefits will continue after retirement under the following conditions: (a) as of January 1, 2005, while the retiree receives supplemental coverage under Medicare, his/her spouse and/or dependent(s) are ineligible for health coverage; (b) the ineligible spouse and/or dependent(s) may continue in the existing health plan coverage by making the appropriate monthly payments, covering his/her/their portion of the premium to the District offices, postmarked by the 10<sup>th</sup> of each month. Delinquent payments twice in a 12-month period will be cause for cancellation of the health benefits; and (c) coverage

will reflect the current policy for full time employees, subject to the specific terms and conditions of the insurance policy in place at the time.

4. The District will contribute to a retiree's supplemental coverage to Medicare as long as the retiree was employed by the District at retirement, and the retiree has begun to receive benefits from the NYS Retirement System in the following manner:

a. Employees who retire and were employed full-time as of January 1, 2011:

i. Retirement with 10 years of service: District will contribute 25% of the premium up to \$250 per month;

ii. Retirement with 15 years of service: District will contribute 50% of the premium up to \$250 per month;

iii. Retirement with 20 years of service: District will contribute 75% of the premium up to \$250 per month; and

iv. Retirement with 25 years of service or greater: District will contribute 100% of the premium up to \$250 per month.

b. Employees who retire and were employed full-time after January 1, 2011 will not be eligible for supplemental coverage to Medicare.

C. Dental Insurance: All full-time employees are eligible for dental insurance after their first 30 days of employment. The District will make every attempt to offer the best insurance options for employees at the most effective cost within a Section 125 pre-tax payroll deduction plan.

D. Life Insurance: Full-time employees are insured for \$10,000 of life insurance and \$10,000 of Accidental Death and Dismemberment insurance. This amount reduces by 35% at age 70 and an additional 20% at age 75.

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E. Workers' Compensation Insurance

1. All employees are covered by workers' compensation insurance for work-related accidents and illnesses. Workers' Compensation insurance cost is a statutory benefit provided and funded by the District.

2. If an employee is injured at work or suffers from a work-related illness, he/she is required to report the incident immediately to his/her supervisor or, in the supervisor's absence, to the Assistant Manager.

3. If the employee's injury/illness requires first aid or medical attention and is not an emergency, he/she must see a physician within 48 hours. The District's workers'

compensation carrier has the right to require an employee to seek a consultation with a physician of its choice. Failure to report work-related injuries in a timely manner may disqualify the employee from receiving workers' compensation benefits.

**ARTICLE 8  
WAGES AND LONGEVITY**

A. Base salaries are set forth in Appendix A. All employee employed by the District and on the payroll on April 7, 2014 will, within 30 days of that date, receive a one-time, off-the-salary-schedule, non-recurring cash bonus equal to 2.5% of his/her base salary earnings paid between and including January 1, 2013 through and including December 31, 2013, minus all applicable taxes and withholdings. The base salaries will be increased by 2.5% increase for all employees on the payroll as of April 7, 2014.

B. Longevity

1. Full-time employees who regularly work 35 or more scheduled hours per week throughout the year are eligible for longevity.

2. Eligible employees will receive the following additional non-cumulative compensation, applied to the straight time base rate of pay until December 31, 2013:

Five years of service: 3% of base salary  
10 years of service: 4% of base salary  
15 years of service: 5% of base salary  
20 years of service: 6% of base salary  
25 years of service: 7% of base salary

3. Effective January 1, 2014, eligible employees will receive the following additional non-cumulative compensation, applied to the straight time base rate of pay:

Five years of service: 3% of base salary  
10 years of service: 1% of base salary  
~~15 years of service: 1% of base salary~~  
20 years of service: 1% of base salary  
25 years of service: 1% of base salary  
30 years of service: 1% of base salary

4. All employees directed to remain on duty during a weather emergency when normal District operations are suspended will receive compensatory time at the straight time rate for all hours actually worked during their normal shift.

5. The practice, in effect as of the day on which the 2012-2015 Agreement is fully ratified and approved, of reimbursing employees for the cost of recertifying their captain's licenses, radio telegraph licenses and TWIC's, will continue. Employees will continue to be



required to submit expense receipt(s) and proof acceptable to the District that the employee successfully completed the class/course(s).

6. Wage Ladder. The Advancement Ladder For Full-Time Boat Personnel Policy #090616 is attached as Appendix B. The Advancement Ladder For Full-Time New London Agents Policy Draft 101019/101214 is attached as Appendix C and will become effective April 7, 2014. To the extent that any of the terms and conditions set forth in an Appendix conflicts with the terms and conditions set forth in this Agreement, then that set forth in the Agreement will apply.

## ARTICLE 9 WORKING CONDITIONS

### A. Personnel Files

1. An employee's personnel file generally contains a position description, letter of hire, copies of performance appraisals, wage history and other documents related to his/her employment.

2. An employee must report to the Assistant Manager any change in name, home address and telephone number; marital status or dependents; exemptions on his/her W-4 tax form and emergency contact information within 30 days of the change.

3. An employee who wishes to see his/her file and/or receive copies of non-confidential documents must make his/her request in advance and writing to the Assistant Manager.

### B. Attire/Uniforms

1. Employees are expected to wear professional attire to work.

2. The District provides shirts and sweatshirts or jackets with its logo. These items must be worn with presentable jeans, khakis (khaki shorts in the summer) when the ferry is in operation. Acceptable shoes include deck shoes and boots with non-slip soles.

3. Employees are responsible for the cleanliness and maintenance of their uniforms.

4. Assigned safety equipment must be worn at all times when performing applicable safety-sensitive functions.

### C. Outside Employment

1. Employees continue to be required to seek prior written management approval before engaging in outside employment.

2. In general, outside employment is not allowed when it: prevents the employee from fully performing work for which he/she is employed with the District, including overtime assignments; involves organizations that are doing/seeking to do business with the District, including actual or potential vendors or customers; and/or violates provisions of law or the District's policies or rules.

3. Any employee who engages in outside employment must consider his/her employment with the District as his/her primary work obligation. In cases of conflict with any outside employment, the employee's obligations to the District must be given priority.

D. Use of District Property

1. All supplies, equipment and information obtained and used during the course of employment are property exclusively owned by the District. This includes, but is not limited to all physical property which is needed for the successful operations of the Ferry.

2. The use of District property and goods for personal reasons is prohibited.

3. Only the CSEA, with the prior written approval of the District Manager, will have the right to display Union business-related notices, on one bulletin board in the break room in the New London terminal. The CSEA will indemnify and hold the District harmless for any and all damages due to postings by the CSEA or its members.

E. Performance Management

1. The District will strive to provide an employee with objective feedback on his/her performance and conduct an annual performance planning and evaluation session. In the first year of employment, an employee will meet with his/her supervisor on a more frequent basis in order to discuss this feedback and identify those areas where training and development would be helpful.

2. An employee will be provided with the opportunity to prepare for his/her performance planning and evaluation meeting by reviewing and/or completing a self-evaluation based on his/her job description. The employee and his/her supervisor will meet to review the employee's performance and identify areas of improvement and goals for the subsequent year.

3. The exact timing of the employee's personal planning and evaluation session, along with the relevant forms and materials to document his/her performance management will be communicated to the employee by his/her supervisor in collaboration with the Assistant Manager.

F. Use of Computer/E-mail/Office Equipment/Personal Cell Phone

1. All office equipment and computer files and software, including e-mail and internet access available to employees, are the property of the District and intended only for business use. The District reserves the right to engage in monitoring of an employee's use of the

computer, telephone or any other similar system to ensure that employees are not engaged in inappropriate use of company equipment. All e-mail and other forms of electronic communication should not be considered confidential, as they remain the property of the District. Passwords cannot be changed without the knowledge and approval of management. The Manager and Marine Operations Manager will maintain a listing of all passwords in a secure file. Employees must promptly notify the Manager or Marine Operations Manager about changes to their passwords.

2. The Ferry Helmsman is prohibited from using a cell phone while operating the ferry. Employees are cautioned about regular use of cell phones for personal reasons while on duty.

G. Retirement Plan: Unused sick leave may be applied as additional service credit upon retirement of an employee subject to the provisions of Section 41J of the New York State Retirement and Social Security Law.

H. Workplace Searches

1. The District reserves the right to conduct searches or to request local authorities to conduct searches of any person, vehicle or object that enters the District's premises or property. Searches may be conducted by management or by local authorities at management's request.

2. Employees have no expectation of privacy regarding their workspaces and items kept or brought into the workplace.

I. Drug and Alcohol Testing

1. The District prohibits the possession, sale, distribution or use of illegal drugs or the abuse of legal drugs, including alcohol, by employees while on District premises or while conducting business-related activities off of District's premises.

2. The District prohibits employees reporting to work impaired, under the influence, or having in their system illegal drugs or abused legal drugs, including alcohol.

3. The legal use of over-the-counter or prescribed drugs is permitted on the job only if it does not impair an employee's ability to effectively perform the essential functions of the job and in a safe manner that does not endanger the employee or other individuals in the workplace.

4. The District requires all applicants to pass a pre-employment drug and/or alcohol test.

5. Violations of this Article may lead to disciplinary action, up to and including termination of employment or required participation in a substance abuse rehabilitation or treatment program.

6. The participation in a substance abuse rehabilitation or treatment program is available to an employee once during his/her employment with the District. An additional occurrence will result in disciplinary action, up to and including termination of employment. These violations may also have legal consequences.

7. Employees must notify the District of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

8. Pursuant to United States Coast Guard regulations, drug testing of employees utilizing Ferry District vessels and equipment will be implemented and enforced. All vessel employees shall be subject to the following drug and/or alcohol testing: pre-employment; random; post-accident; reasonable suspicion; and periodic.

Failure to submit to a drug and/or alcohol test in accordance with Coast Guard regulations represents a positive test and will result in an immediate suspension from duty. If an employee cannot fulfill his/her duties due to failure to submit to a drug and/or alcohol test, that employee cannot perform the essential functions of the job and will be subject to disciplinary action, up to and including termination or be required to participate in a substance abuse rehabilitation or treatment program.

9. For all other employees, the District reserves the right to administer drug and/or alcohol tests for pre-employment, random testing and reasonable suspicion when it has reason to believe that an employee may have violated this Article and/or applicable law and regulations.

If an employee cannot fulfill his/her duties due to failure to submit to a drug/alcohol test, that employee cannot perform the essential functions of the job and will be subject to disciplinary action, up to and including termination or be required to participate in a substance abuse rehabilitation or treatment program.

#### J. Employee Resignation

1. To resign in good standing, advance notice of at least two weeks is required from any employee intending to leave his/her position. During the notification period, the Assistant Manager will review the employee's eligibility for continued benefits and process necessary paperwork to avail the employee of these benefits. At that time, the District will also discuss the return of its equipment and property and the details for the employee's final paycheck.

2. The District reserves the right to accept an employee's resignation effective immediately.

K. Employee Involuntarily Termination

1. An involuntary termination may be a disciplinary measure or the result of inadequate performance, a poor fit for the job, reorganization, and re-allocation of resources.

2. At the time of notification of termination, or immediately thereafter, the Assistant Manager will review the employee's eligibility for continued benefits and process necessary paperwork to avail him/herself of these benefits. At that time, the District will also discuss the return of its equipment and property, and the details for the employee's final paycheck.

L. Seniority

1. Effective July 1, 2014, the District will annually post a list of employee seniority dates for full-time, part-time and other employees. Time spent on an unpaid leave of absence or on lay-off status will not count toward an employee's seniority.

2. Effective April 7, 2014:

A. Lay-off and recall rights for competitive class employees will be as set forth in applicable law, rules and regulations.

B. The lay-off and recall of full-time non-competitive and labor class employees will be made within the affected job classification and will be based upon District-wide seniority, provided that the job skills, training, qualifications, experience and disciplinary records of the retained person(s) in the affected classification are determined to be equal. Laid-off full-time non-competitive and labor class employees in promotional titles will have so called bump and retreat rights as set forth in law for competitive class employees, except that they will not have the right to displace part-time employees. For purposes of this paragraph, John Paradis will, if necessary, be permitted to displace a less senior full-time deckhand for as long as he holds the civil service title (or higher title) in effect as of April 7, 2014. Likewise, Nick Espinosa will, if necessary, be permitted to displace a less senior full-time freight agent or deckhand for as long as he holds the civil service title (or higher title) in effect as of April 7, 2014.

C. The lay-off and recall of part-time employees will be made within the affected job classification and will be based upon District-wide seniority, provided that the job skills, training, qualifications, experience and disciplinary records of the retained person(s) in the affected classification are determined to be equal.

**ARTICLE 10  
GRIEVANCE PROCEDURE**

A, Definitions:

1. "*Grievance*" will mean a claimed violation, misinterpretation or inequitable application of a specific provision of this Agreement and will specifically exclude

any other matter such as, but not limited to, employee discipline, matters involving New York State retirement benefits, matters otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law.

B. Basic Principles:

1. An employee will have the right to be represented at any stage of this procedure by an employee, attorney or CSEA representative of the employee's choice. When an employee is not represented by the CSEA, the CSEA will have the right to be present and receive copies of written decisions. The CSEA will not be liable for any fees incurred by a representative not first approved by the CSEA.

2. In the event that a decision is not communicated within the specified time limits, the grievance will be deemed to have been denied and the aggrieved party may proceed to the next procedural stage.

3. Failure of the employee and/or the CSEA to comply with this procedure and/or to file/appeal the grievance/decision within the contractually prescribed timelines will result in the dismissal of the grievance.

C. Procedures:

1. Step 1:

a. The aggrieved employee, either in person or through a representative will, within 10 calendar days of when the employee knew or should have known about the matter complained of, submit a written grievance to the District Manager or designee on the attached form. All information must be fully and accurately completed on the form at the time of submission or the grievance will not be further processed and will be deemed dismissed.

b. The District Manager or designee will render a written determination on the grievance within 10 calendar days and communicate same to the grievant and the CSEA.

c. If the grievance is not resolved at this stage, the employee may proceed to the Step 2.

2. Step 2:

a. Within 10 calendar days after a determination has been made at Step 1, the employee may make a written request to the Board of Ferry Commissioners for review and determination of the Step 1 decision. The request will set forth the specific nature of the grievance, the Agreement provision(s) allegedly violated, all relevant facts relating to the grievance, the determination previously rendered and the relief sought.

b. The Board may, in its discretion, direct that the employee and CSEA to attend an informal hearing where they will, with or without representatives at their discretion, appear and present oral and written statements supplementing their position in the appeal. The hearing will be held within 30 calendar days of receipt of the written statement pursuant to 2(a).

c. The Board will render its written determination within 30 calendar days after the written statements pursuant to 2(a) have been presented to it, or the informal hearing held pursuant to 2(b), whichever is later.

d. The Board's decision will be final and binding, subject to the CSEA's right to appeal it pursuant to CPLR Article 78.

#### **ARTICLE 11 DISCIPLINE**

An employee not entitled to a hearing pursuant to Civil Service Law section 75 and who has been subjected to formal disciplinary action may request a meeting with the Board or designee, to be held within 30 calendar days of the request, to discuss the reason(s) for that action and request reconsideration. The Board's or designee's decision will be final and non-grievable, subject to the employee's right to appeal it pursuant to CPLR Article 78.

#### **ARTICLE 12 TOTALITY OF AGREEMENT**

This Agreement is made and entered into in the State of New York and will be in all respects interpreted, enforced, and governed under the laws of that State, except for choice of law provisions. The language of all parts of this Agreement will be in all cases construed as a whole, according to its fair meaning and not strictly for or against any of the parties, even though one of the parties may have drafted it.

This Agreement constitutes the entire agreement between the District and the CSEA with regard to its subject matter. No other promises or representations concerning the terms or effects of this Agreement have been made, and any previous practices between the parties, or oral representations, are deemed merged into this Agreement.

The District and the Union recognize that the Board of Ferry Commissioners is the legislative body, and the District Manager is the executive entity, legally responsible for determining policies covering all aspects of the District including terms and conditions of employment which are not expressed in this Agreement. The District will, where possible, provide notice to and discuss with the Union, prior to implementation, any changes in terms and conditions of employment which are not covered by this Agreement and may affect unit members. The parties agree that all negotiable items have been discussed during the negotiations of this Agreement and, therefore, negotiations shall not be reopened on any item, whether contained herein or not, during the life of this Agreement.

**ARTICLE 13  
DURATION**

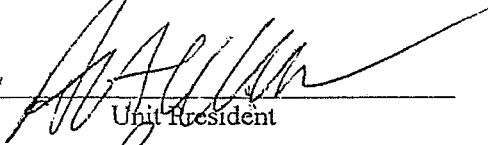
A. This Agreement will be effective as of February 20, 2012 and will continue in full force and effect until and including December 31, 2014.

B. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

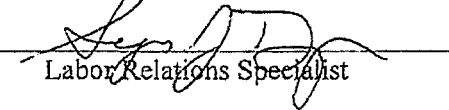
IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement this 27 day of June, 2014.

CSEA, INC. LOCAL 1000,  
AFSCME, AFL CIO

By: >

  
Unit President

By:

  
Labor Relations Specialist

FISHERS ISLAND FERRY DISTRICT

By:

  
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