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1/29/19

AGREEMENT

BETWEEN THE

FISHERS ISLAND FERRY DISTRICT

AND

CSEA, INC., LOCAL 1000,  
AFSCME, AFL-CIO

January 1, 2018 – December 31, 2021

1/1/18 - 12/31/21

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AGREEMENT made and entered into this \_\_\_\_ day of January 2019 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. 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. There are two types of “seasonals”: incumbent-seasonal and outside-seasonal. An incumbent seasonal is an employee who was a bargaining unit member immediately prior to the commencement of seasonal status. This employee will remain in the unit and pay dues during the seasonal period. The employee will not, during seasonal status, receive any benefits (sick, personal; etc.) other than, if applicable, continued health insurance. The District will continue to have the right to set the rate of pay for the seasonal period, provided that the employee will receive the higher of the employee’s hourly rate of pay immediately prior to commencing seasonal status or the seasonal rate of pay for the seasonal period. Outside seasonal employees are all other seasonal employees and will remain excluded from the unit.

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 (effective May 29, 2018, 500) 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. 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. Effective May 29, 2018, all overtime work must be pre-approved by the employee's Supervisor.

### 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. Effective May 29, 2018, this paragraph will be deleted.

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. Effective May 29, 2018, this paragraph will be deleted.

3. Eating in public areas and at the ticket counter is inappropriate and not permitted. Effective May 29, 2018, this paragraph will be deleted.

4. Meal breaks will be unpaid and governed by applicable law. The employee must ensure appropriate coverage of duties, safety needs and customer service during the break. Eating in public areas and at the ticket counter is inappropriate and not permitted without the permission of the District Manager or designee.

5. Effective May 29, 2018, employees will be permitted to extend their shift by an additional one-half hour per day (to make up for unpaid meal time), provided that doing so will not result in the employee incurring overtime, unless overtime has been pre-approved by a Supervisor pursuant to Article 5(A) ("Overtime"). The District will continue to have the sole, non-reviewable discretion to determine employee assignments during the extended shift time.

6. Effective May 29, 2018, employees will be required on a daily basis to record their meal breaks using the Meal Breaks Log (attached as Appendix E) for each day actually worked. Failure to timely and accurately complete the Log may result in disciplinary action. This provision and its implementation by the District will not be subject to the parties' grievance procedure or to any third-party review on behalf of the CSEA or a unit member(s).

**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 are 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, son/daughter-in-law, or domestic partner (as defined by the New York State Health Insurance Plan). In order to qualify for this benefit for a domestic partner, the employee must, prior to requesting the use of the bereavement leave, fully and accurately complete and submit to the District the NYSHIP form(s) for declaring domestic partnership. 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.

3. Employees may be allowed up to three additional days of bereavement leave through the use of sick leave, provided that prior approval is received in writing from the District Manager or designee. These days must be taken consecutively and immediately following the death (and, if applicable, the taking of bereavement leave) unless an accommodation must be made in order to permit attendance at a religious observance related to the death.

#### 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.

4. Employees who wish to buy back vacation time may do so one time per year as follows: (1) the request must be made in writing, on a form to be prepared by the District; (2) by not later than December 1 of the year before the year in which the vacation time is to be bought back; (3) the employee must be carrying forward eight vacation days from the year in which the buy back request is being made into the year in which the days are being bought back; (4) the employee may buy back up to five accrued unused vacation days; and (5) the days will be paid at the rate in effect at the time they were earned.

#### 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 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 leave.

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 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 leave.

3. Full-time employees hired on or after May 29, 2018 are entitled to the following amount of sick leave:

<u>Length of Service</u>	<u>Sick Days (non-cumulative)</u>
After 3 months of service	3 days
Months 4 - 12 of service	1 day per completed month
Year 2 of service	0 days
January 1 of year 3 of service	12 days per calendar year
After year 3 of service	12 days per calendar year

Unused sick leave 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 leave.

4. All sick days will be paid at the rate of eight hours per day. Employees are allowed to take  $\frac{1}{2}$  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  $\frac{1}{2}$  sick day.

5. 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.

6. 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 leave privileges.

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

K. 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.
7. Effective May 29, 2018, Section J (Personal Leave of Absence) will be deleted.

L. 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 cancer screening. The screening includes physical exams for the detection of 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.

M. 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.

N. 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 July 1, 2017 through June 30, 2018, the Harvard Pilgrim Silver PPO HSA 2600 health insurance plan has a deductible of \$2,600 for individual coverage and \$5,200 for greater-than-individual coverage. The employee is responsible for the last \$350 of the individual coverage out-of-pocket costs per plan year and the last \$700 for greater-than-individual coverage out-of-pocket costs per plan year. The Gold PPO HSA 2000 HRA is administered by Progressive Benefit Solutions (PBS). The maximum annual amount credited for the period of July 1, 2017 to June 30, 2018 is \$4,950 for individual coverage and \$9,900 for greater-than-individual coverage. PBS will issue to covered employees an electronic payment card to pay out-of-pocket expenses. At the end of the Plan Year, the unused amount, if any, in the employee's HRA account will be forfeited. To

participate in the HRA, the employee must submit to the District the adopted Benefits Enrollment/Section 125 Election form and the HRA Election 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 be receiving 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 be receiving 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 is receiving benefits from the NYS Retirement System in the following manner:

a. Retirees who were employed full-time as of January 1, 2011:

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

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

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

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

b. Retirees who 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. Retirees continue to not be eligible to receive dental insurance through the District.

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.

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. Effective retroactive to January 1, 2018, base salaries will increase by 2% for all employees on the payroll as of May 9, 2018, other than employee(s) who were hired in 2018 at rates above those set forth in the applicable Advancement Ladder(s). Base salaries will be increased by an additional 2% effective January 1, 2019. Base salaries will be increased by an additional 2% effective January 1, 2020. Base salaries will be increased by an additional 1% effective January 1, 2021.

### 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:

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

C. 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.

D. The practice, in effect as of April 7, 2014, 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).

E. Advancement Ladder. The Advancement Ladder for Boat Personnel is attached as Appendix A. The Advancement Ladder for Agents is attached as Appendix B. The Advancement Ladder for Engineers is attached as Appendix C. The Advancement Ladder for Yard Staff is attached as Appendix D. 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.

F. Merit Pay. The District reserves the right, on recommendation from the District Manager or designee, to grant a merit pay increase or bonus to any employee, on the date and in

the amount it determines, for superior work performance, conduct, attitude, attendance and contributions to the District. A decision to grant, or not grant, a merit pay increase or bonus will not be grievable or subject to any type of third party review.

G. On-Call. Any marine mechanic designated in writing by the District Manager or designee to be on-call will be paid a \$25 (effective May 29, 2018, \$40) per weekend day (Saturday-Sunday) stipend in addition to any pay earned for returning to work. Except as required by law, this stipend will not be included in the employee's hourly rate.

H. Company Security Officer (CSO) Stipend. Effective with the first payroll period after May 29, 2018, non-salaried CSO's will receive a stipend of \$25 per week (Thursday through Wednesday) for performing CSO duties. Except as required by law, this stipend will not be included in the employee's hourly rate.

I. Weather Emergencies. If the District exercises its discretion to completely close its operations due to a weather or natural emergency, employees may choose, by not later than the first day of work following the reopening of full District operations, and by submitting their request on a form to be prepared by the District, to utilize their accruals in order to be paid for their otherwise unpaid regularly scheduled hours on the day(s) on which the District was fully closed.

J. Chartered Boat Differential. Effective May 29, 2018, employees will receive time and one-half rate of pay for chartered boat operation work performed after 2300 hours.

K. Recall, Called-In Work and Planned Overtime. Effective May 29, 2018, an employee who is recalled to work on his/her normal workday or is called in to work on any day he/she is not scheduled to work will receive a minimum of four hours pay at the straight time rate. The employee must remain at his/her job assignment and physically work for this minimum number of hours. If the employee does not remain on the job, he/she will only be paid for the hours actually worked, unless directed in writing to leave by a Supervisor, in which case he/she will be compensated for four hours.

Employees who are recalled within 30 minutes of the commencement or end of their regular shift will not be entitled to recall pay pursuant to this provision. This provision will also not apply to instances of "planned overtime," which is defined as overtime scheduled with 12 or more hours' advance notice to the employee.

## 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. Effective May 29, 2018, all shoes must be American Society for Testing and Materials (ASTM)-certified steel toe or composite shoes. Effective for shoe purchases occurring on or after May 29, 2018, full-time employees will be eligible for reimbursement of up to \$125 every calendar year and part-time employees will be eligible for reimbursement of up to \$125 every two calendar years for one pair of ASTM certified steel toe or composite shoes. In order to be eligible for the reimbursement, employees must use a District-approved provider and submit an itemized receipt by no later than seven calendar days from the date of purchase. If the District purchases the shoes, the employee will be required to reimburse the District for any cost in excess of \$125 within seven calendar days from the date of purchase.

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. 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.

## H. 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.

#### I. 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.

#### J. 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.

#### K. Seniority

1. 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. 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.

L. Job Postings. The District will, except in an emergency situation, post all unit job notices in the New London and Fishers Island terminals for five calendar days prior to public release.

M. Building Usage. The CSEA may use District buildings, when available, for CSEA meetings, provided that the use does not interfere with the District's operations or regular business. Reasonable advance notice will be given to the District Manager or designee prior to building use. The District's approval for the request will not be unreasonably withheld.

## 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. The definition of a "grievance" will also exclude matters related to 2015-2017 MOA ¶¶ 14, 19 and 21. Effective May 29, 2018, the definition of a "grievance" will also exclude matters related to 2018-2021 MOA ¶¶ 11 and 23.

### 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 (Appendix F). 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 January 1, 2018 and will continue in full force and effect until and including December 31, 2021.

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.

1/29/19

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement this \_\_\_ day of January 2019.

CSEA, INC. LOCAL 1000,  
AFSCME, AFL-CIO

By: \_\_\_\_\_

Unit President

By: \_\_\_\_\_

Labor Relations Specialist

FISHERS ISLAND FERRY DISTRICT

By: \_\_\_\_\_

## APPENDIX A

### ADVANCEMENT LADDER FOR BOAT PERSONNEL

9/2018

DECKHAND (PT) Starting wage rate with 3% increase after six months and a favorable review. \$12.50-\$14.00

DECKHAND (FT) Starting wage rate with up to a 5% annual increase with favorable review.\* \$14.00-\$18.00

SENIOR DECKHAND (Mate) with ability and skills to act as Mate with a new starting wage rate \$18.00 - \$21.00

- Move to this rate after 1000-2000 hrs. as deckhand (six months to one year.) Complete practical factors or demonstrate abilities/competencies from training matrix. Pass qualification board.
- Up to 5% annual increase with favorable performance review.\*
- AED/CPR certified.
- Demonstrate to management proficiency in: steering technique/protocol in fog and night conditions, knowledge of pump systems and controls, knowledge of sewage discharge systems and controls, engine room start up and shutdown, location and operation of lifesaving equipment, location and operation of fuel shut offs, leadership role in MOB and anchoring procedures.
- New licensed deckhand starts at this level.
- If a SENIOR DECKHAND works in the capacity of a JUNIOR CAPTAIN (*i.e.*, Captaining the vessel), the SENIOR DECKHAND will receive the JUNIOR CAPTAIN rate of pay for all hours of actual JUNIOR CAPTAIN work.

JUNIOR CAPTAIN with a new starting wage rate \$22.00 - \$27.00

- Pass qualification board and check rides for fog navigation, heavy weather, demonstrate competency in systems knowledge, damage control and policies.
- Continue qualification towards CAPTAIN level on both ferries.
- Up to 5% annual increase with favorable performance review.\*
- Move to this rate when 100 ton license is earned and on file with management. Proficiency in fog navigation both with and without radar.
- Demonstrate heavy weather abilities on both ferries.
- Licensed SENIOR DECKHAND can move to JUNIOR CAPTAIN after 4000 hours. Depending on experience/background, could be 2000 hrs.
- 

CAPTAIN with a new starting wage rate \$28.00 - \$32.00

A JUNIOR CAPTAIN is eligible to move to this rate based upon the following criteria:

- No less than 1200 hours of actual JUNIOR CAPTAIN time.
- Up to 5% annual increase with favorable performance review.\*
- A favorable assessment by management that will judge:
  - The individual's general work history including review of periodic evaluation reports
  - Proficiency in boat handling in all conditions
  - Proficiency in leadership skills
  - A fundamental and sound knowledge base for the mechanical systems of the ferries
  - The individual's adherence and knowledge of management's guidelines and operational policy. Pass qualification board and check rides for fog-nav, heavy weather, systems knowledge and damage control
  - Proficiency in fog-nav with and without radar
  - Demonstrated proficiency with boat loading/stability
  - Effective training of subordinates

SENIOR CAPTAIN with a new starting wage rate \$29.00 - \$34.00

A CAPTAIN is eligible to move to this rate based upon the following criteria:

- No less than 3000 hours of actual CAPTAIN time.
- Up to 5% annual increase with favorable performance review.\*
- A favorable assessment by management that will judge:
  - The individual's general work history including review of periodic evaluation reports
  - Proficiency in boat handling in all conditions
  - Proficiency in leadership skills
  - A fundamental and sound knowledge base for the mechanical systems of the ferries
  - The individual's adherence to management's guidelines and operational policy

General: Professional attitude at all times; punctual attendance and maintain physical ability to perform daily job tasks. All positions must be TWIC compliant.

*\*An employee who receives a grade point of 4 or higher in more than one category on his/her annual evaluation will be eligible to receive up to an additional 5% wage increase. The District retains the sole, non-reviewable discretion to determine whether an employee will receive an increase and, if so, the amount of the increase."*

### **Accelerated Qualification to Captain for Experienced Mariners**

Qualifications for "fast track" to be determined by Marine Operations Manager with the understanding that the candidate is properly licensed and experienced for fast track.

(Individuals with limited or no background would not qualify for this program.)

Steps required for fast track:

- 1) Start at SENIOR DECKHAND.
- 2) Must meet criteria; daily log; check sheets, check rides, qualification boards for each step. Knowledgeable of policies, stability, loading.
- 3) Experience equal to one year.
- 4) Base advancement on practical demonstration of systems knowledge and qualification boards.
- 5) Must have one year experience as a JUNIOR CAPTAIN.
- 6) No Coast Guard issues.
- 7) Same as all positions: must pass a drug test and be TWIC compliant.

## APPENDIX B

### ADVANCEMENT LADDER FOR AGENTS

9/2018

#### AGENT (PT), PROBATIONARY PERIOD \$12.50 - \$15.00

Starting wage rate. After six months up to 5% increase based upon successful performance during the six-month probationary period and a favorable assessment by management.\*

#### AGENT (FT) \$14.00 - \$18.00

After one year the AGENT will be eligible for up to a 5% increase\* upon successful performance of duties as outlined below, and a favorable assessment by management.

A probationary AGENT is part time and will be eligible for the AGENT position based on the following criteria:

- Successful performance during the six-month probationary period;
- A favorable assessment by management that will judge:
  - Work history
  - Excellent telephone and customer service skills
  - Ability to appropriately question customers regarding vehicles, dates and times of travel
  - Thorough understanding of policies regarding live ticket sales and domestic reservations, and the ability to effectively communicate these policies to customers
  - Proficiency in the operation of all phases and functions of the ticketing system and its peripheral hardware (Advantech ticketing, Advantech Call Center, etc.)
  - Proficiency in the operation of all phases and functions of the reservation system
  - Ability to create and change domestic reservations, including a clear understanding of and ability to correctly apply the current variations of passenger and vehicle ticketing rates
  - A clear understanding and ability to correctly apply the current reservation rates within the parameters of Ferry District reservation policy
  - Ability to maintain accurate accounting of the cash drawer; to reconcile prior day's banking; to perform ticket count for each boat; to document trip counts in Microsoft Access; and to effectively secure District property and facilities
  - Courier bank deposits to local bank

An AGENT will receive training in the methods and protocols of ADVANCED AGENT, including QuickBooks functions pertaining to ADVANCED AGENT/FREIGHT AGENT, and the freight tariff structure.

#### ADVANCED AGENT/FREIGHT AGENT \$16.00 - \$20.00

Advancement to this position will include a new wage rate.

- An AGENT will be eligible for this position after completing a minimum one year (2000 hours) of full-time employment as an AGENT.
- A favorable assessment by management that will judge:
  - The individual's work history including periodic evaluation reports
  - Proficiency in all phases and functions of the AGENT position
  - Proficiency in all phases and functions of the QuickBooks system pertaining to Freight Agents
  - A clear understanding and ability to correctly apply the current freight tariff structure
  - Proficiency in all methods and protocols associated with the AGENT position
  - Proficiency in the operation of all phases and functions of the reservation system
  - Effective training of subordinates
- Up to 5% annual increase with favorable performance review.\*

An ADVANCED AGENT will receive training in the methods and protocols of SENIOR AGENT.

### SENIOR AGENT \$18.00 - \$22.00

Advancement to this position will include a new wage rate.

- An AGENT will be eligible for this position after completing a minimum one year (2000 hours) of full-time employment as an ADVANCED AGENT.
- A favorable assessment by management that will judge:
  - The individual's work history including periodic evaluation reports
  - Proficiency in all methods and protocols associated with the ADVANCED AGENT/FREIGHT AGENT position
  - Proficiency in the operation of all phases and functions of the reservation system
  - Knowledge of and proficiency with the freight billing, banking and collections process
  - Effective training of subordinates
- Up to 5% annual increase with favorable performance review.\*

A SENIOR AGENT will receive training in the methods and protocols of FREIGHT SUPERVISOR, including all Commercial Desk functions.

### FREIGHT SUPERVISOR \$20.00 - \$25.00

Advancement to this position will include a new wage rate.

- A SENIOR AGENT will be eligible for this position after completing a minimum two years (4000 hours) of full-time employment as SENIOR AGENT.
- A favorable assessment by management will judge:
  - The individual's work history including periodic evaluation reports
  - Proficiency in all phases and functions of the SENIOR AGENT position
  - Commercial desk knowledge and proficiency as demonstrated by 12 months of successful commercial desk performance as a SENIOR AGENT
    - Excellent telephone and customer service skills
    - Ability to appropriately question customers regarding vehicles, loads, dates and time of travel
    - Ability to create reservations: accurately pricing vehicles and passengers, loads, dates and times of travel
    - Ability to accurately create boat schedules in Call Center for charters and cargo boats
    - Ability to create functional manifest with detail for each trip
    - Facility for informing crew of schedules and changes (posting charters/runs on board, etc.)
    - Respect for customer confidentiality of information, especially financial information
  - Demonstrated understanding of and ability with:
    - CG stability requirements, Race Point and Munnatawket loading requirements and guidelines
    - Fishers Island Ferry District policies for commercial reservations
    - Vehicle types and equipment, including dimensions
    - Maximum weights, actual loads being transported, and articulation
    - Hazardous materials (Haz-Mat); 172 Chart (CFR)
    - Weather conditions and impact on operations
    - Domestic priority schedules
    - Boat schedules
    - Individual boats, and their capacity, limitations
    - Deck space usage and stability of vehicles as a group and individually
    - Loading and off-loading procedures
    - Precise communication with CAPTAINS and management
    - Clear and effective verbal and written communication
  - Effective training of subordinates.
- Up to 5% annual increase with favorable performance review.\*

General: Professional attitude at all times. Maintain punctual attendance and physical abilities/fitness to perform daily job tasks. All positions must be TWIC compliant.

*\* An employee who receives a grade point of 4 or higher in more than one category on his/her annual evaluation will be eligible for up to an additional 5% wage increase. The District retains the sole, non-reviewable discretion to determine whether an employee will receive an increase and, if so, the amount of the increase.*



## APPENDIX C

### Advancement Ladder for Engineers

9/2018

#### DECK MECHANIC (PROBATIONARY) \$15.00 - \$16.00

- Starting wage rate. After six months up to 5% increase upon successful performance during the six-month probationary period and a favorable assessment by management.\*

#### DECK MECHANIC \$16.00 - \$18.00

- Ability to recognize and troubleshoot system failure or malfunctions and assist ENGINEER with repairs.
- Up to 5% increase with favorable annual performance review.\*
- Start-up and shut-down of RP and MU engine rooms.
- Ability to fill potable water tanks and ballast and evacuate sewage.
- Fork lift certified.
- Effective training of subordinates.

#### JUNIOR MECHANIC \$18.00 - \$20.00

- Thorough understanding and abilities of DECK MECHANIC.
- Up to 5% annual increase with favorable performance review.\*
- Ramps: Inspect/maintain/lubricate all cables, connections, hooks, pulleys and shafts. Inspect and coordinate repairs for authorized inspections. Maintain gates.
- Entrance Gate: Maintain and repair.
- Freight Flats: Repair/Maintain/Lubricate flats.
- Terminal Support Equipment: Inspect/maintain/light repair.
- Maintain communication with vendors regarding repairs and inspections.
- Inspect/repair all deck hatches.
- Effective training of subordinates.

#### MECHANIC \$20.00 - \$24.00

- Thorough understanding and abilities of JUNIOR MECHANIC.
- Up to 5% annual increase with favorable performance review.\*
- Fire/Bilge/Ballast: Ability to operate/maintain and repair.
- On-board Boilers: Ability to operate/maintain and repair.
- Engine Controls: (Main engines and bow thrusters.) Inspect cable, cable ends and clamp conditions and make adjustments for safe operation. Observe/maintain/repair pneumatic system.
- Conduct monthly COI inspection checklist with management.
- Effective training of subordinates.

#### SENIOR MECHANIC \$24.00 - \$30.00

- Thorough understanding, abilities and responsibilities of MECHANIC.
- Up to 5% annual increase with favorable performance review.\*
- Maintain/repair main engines.
- Maintain/repair generators.
- Maintain/repair bow thrusters.
- Maintain/repair steering components.
- Maintain/repair electrical systems and shore power ties.
- Effective training of subordinates.

#### ENGINEER \$27.00 - \$35.00

- Thorough understanding, abilities and responsibilities of SENIOR MECHANIC.
- Up to 5% annual increase with favorable performance review.\*
- Monitor vessel fuel levels daily/weekly.
- Maintain USCG levels of operation. Participate in annual and 5 year COI inspections.
- Oversee fire drill, sprinkler systems, and all engine alarm functions.
- Ordering: fuel, oil and spares.
- Maintain NLT (heating system, air conditioning, lighting and fire alarm).
- Effective training of subordinates.

General: Maintain punctual and professional attendance and physical abilities/fitness. Ability to work well with others. All positions must be TWIC compliant.

*\*An employee who receives a grade point of 4 or higher in more than one category on his/her annual evaluation will be eligible to receive up to an additional 5% wage increase. The District retains the sole, non-reviewable discretion to determine whether an employee will receive an increase and, if so, the amount of the increase.*

## APPENDIX D

### Advancement Ladder for Yard Staff 9/2018

STAGER (Probationary) \$11.00 - \$13.00

Starting wage rate. After 6 months \$1.00 increase upon successful performance during the six-month probationary period and a favorable assessment by management.

- Pick up reservation sheet at start of every shift
- Greet and assign vehicles to appropriate lanes based on reservation sheet
- Knowledge of ferry schedule and cut-off times
- Knowledge of proper check-in procedures
- Maintain a clean work environment and gate house

LABORER \$12.00 - \$14.00

Thorough understanding and abilities of STAGER

- Landscape and maintain ferry property
- Up to 5% annual increase with favorable performance review.\*
- Maintain trash receptacles
- Meet boat upon arrival and assist with ramp operation

FREIGHT HANDLER \$12.50 - \$14.00

Thorough understanding and abilities of LABORER

- Forklift certified
- Up to 5% increase with favorable annual performance review.\*
- Position U.S mail wagon each morning and afternoon
- Unload and load freight deliveries
- Load freight onto flats (minimizing flat numbers)
- Transport flats to and from the vessels (ability to back flats onto boats)
- Keep freight yard orderly by directing vendors and organizing flats
- Keep freight shed orderly

MAINTENANCE MECHANIC \$15.00 - \$18.00

Thorough understanding and abilities of FREIGHT HANDLER

- Assist Yard Foreman with all major projects including annual vessel yard periods
- Up to 5% increase with favorable annual performance review.\*
- Maintain NLT building and property

SENIOR MAINTENANCE MECHANIC \$18.00 - \$21.00

Thorough understanding and abilities of MAINTENANCE MECHANIC

- Assistant to Yard Foreman
- Up to 5% increase with favorable annual performance review.\*

YARD FOREMAN \$22.00 - \$28.00

Thorough understanding and abilities of SENIOR MAINTENANCE MECHANIC

- Supervise all yard staff
- Up to 5% increase with favorable annual performance review.\*
- Create and develop office and yard staff schedules
- Responsible for training all yard personnel
- Oversee all shipping and receiving
- Certified forklift trainer

- Create a daily work list for personnel
- Ability to fill in as freight/ticket agent/stager
- Responsible for all ordering (paint, tools, ice melt, etc.)
- Responsible for vending orders and balancing Rec. Fund
- Assist Mechanics/Engineers with major projects
- Review yard personnel payroll

General: Professional attitude at all times; punctual attendance and maintain physical ability to perform daily job tasks. All positions must be TWIC compliant.

*\*An employee who receives a grade point of 4 or higher in more than one category on his/her annual evaluation will be eligible to receive up to an additional 5% wage increase. The District retains the sole, non-reviewable discretion to determine whether an employee will receive an increase and, if so, the amount of the increase.*





CSEA GRIEVANCE FORM

NAME: \_\_\_\_\_ MEMBERSHIP NUMBER: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME PHONE #: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

WORK PHONE #: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

DEPT. OR AGENCY: \_\_\_\_\_ DEPT. HEAD: \_\_\_\_\_

DATE OF HIRE: \_\_\_\_\_

INDICATE THE REASON OR ACTION LEADING TO THIS GRIEVANCE:

CONTRACT ARTICLE VIOLATED/INVOLVED: \_\_\_\_\_

DATE OF OCCURRENCE: \_\_\_\_\_

STATEMENT OF FACTS – MUST INCLUDE NAMES, DATES & WHAT HAPPENED:

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

REMEDY SOUGHT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_ GRIEVANT'S SIGNATURE: \_\_\_\_\_

NAME OF STEWARD/PHONE #: \_\_\_\_\_

STEP 1 (VERBAL)

DATE STEP 1 MEETING WAS REQUESTED: \_\_\_\_\_ DATE HELD: \_\_\_\_\_

PARTIES INVOLVED: \_\_\_\_\_  
\_\_\_\_\_

DATE STEP 1 DECISION DUE: \_\_\_\_\_ DATE DECISION REC'D: \_\_\_\_\_

DECISION: \_\_\_\_\_  
\_\_\_\_\_

I wish to appeal the above decision (yes or no): \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STEP 2 (WRITTEN)

DATE SUBMITTED TO DEPT. HEAD: \_\_\_\_\_ RESPONSE DATE: \_\_\_\_\_

STEP 2 DECISION

DATE OF DECISION: \_\_\_\_\_ DATE DECISION REC'D: \_\_\_\_\_

DECISION: \_\_\_\_\_  
\_\_\_\_\_

I wish to appeal the above decision (yes or no): \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STEP 3

DATE STEP 3 SENT TO BOARD OF ED: \_\_\_\_\_ DATE HELD: \_\_\_\_\_

PARTIES INVOLVED: \_\_\_\_\_  
\_\_\_\_\_

DATE STEP 3 DECISION DUE: \_\_\_\_\_

STEP 3 DECISION

DATE OF DECISION: \_\_\_\_\_ DATE DECISION REC'D: \_\_\_\_\_

DECISION: \_\_\_\_\_  
\_\_\_\_\_