

# **Fishers Island Ferry District Employee Handbook Effective September 22, 2011**

## **Introduction**

This Handbook is designed to provide employees of the Fishers Island Ferry District (FIFD, or Ferry District) with a brief summary of the policies, procedures, expectations and benefits of the Ferry District. It is not intended to be all encompassing, and therefore what is set forth here may not apply in every situation. In addition, policies, procedures and expectations concerning the operation, safety and maintenance of the vessels and/or equipment of the Ferry District are clearly not intended to be a part of this, The Employee Handbook.

Nothing in this Handbook, or any other communication by FIFD, oral or written, is intended to create, or is to be construed in any way to create, a contract of employment, express or implied between FIFD and any of its employees. There is no promise of any kind in this Handbook, and FIFD remains free to change wages, and all other terms of employment without having to consult with anyone. Certain rights and protections are provided for in various provisions of State Law, including the New York Civil Service Law. The policies contained within do not expand or diminish those rights. With respect to insurance and other benefits, the terms of the insurance policy or benefit plan supersede any statements contained in this Handbook.

The provisions in this Handbook do not contain all of the policies at FIFD. All policies may be revoked or modified at any time by FIFD in its absolute discretion without prior notice to employees. FIFD will not recognize or be bound by any contract of employment with any employee, potential employee, or group of employees unless a specific/individual contract is prepared in writing and is ratified by the FIFD Commission and signed by a duly authorized Commission representative.

It is FIFD policy that all employees who do not have a written employment contract with FIFD for a specific term are employed at will which means that their employment with FIFD is terminable at any time, for any reason, with or without prior notice or good cause, unless otherwise required by law. No elected official, employee, or other representative of the Ferry District other than the Commission has authority to make any promise or commitment to the foregoing, or to enter into any agreement with an employee for employment for any specific duration. Furthermore, any agreement entered into by the Commission must be authorized by the Board of Commissioners and in writing. At the same time, at-will employees may terminate their employment at any time for any reason, although FIFD expects its employees to provide the minimum amount of notice prescribed in this Handbook.

All rights and privileges contained in this Handbook have been granted by the Board of Commissioners and may only be expanded upon or diminished from by a resolution instituted at the discretion of the Board. This document will be reviewed by the Board of Commissioners at a minimum of every three years.

## **Fishers Island Ferry District**

The Fishers Island Ferry District was created in 1947 by a special act of legislation within the State of New York, known as the Ferry District Enabling Act. As a "district" much like a school district or fire district, the FIFD is allowed to levy and collect taxes in addition to collecting fares, in order to offset its expenses. The tax levy is assigned to the property owners of Fishers Island and the collections are kept separate from Southold Town funds. Although the Ferry District income and expenses are handled separately from the Town's general fund, the Southold Town Supervisor is the fiscal officer of the Ferry District and along with the Town Board reviews,

10/17/11

approves and executes all of the Ferry District's financial obligations, including payroll. Though our employees receive their pay from the Town, FIFD is your employer of record.

The Ferry District is governed by a five member Board of Commissioners. Each Commissioner is elected independently from the populace of Fishers Island and serves a five year term. A chairperson is elected on an annual basis.

In accordance with the Enabling Act of 1947, the Board of Commissioners is charged with the power to manage the FIFD as outlined in Section 5 (a) through (k), ranging from overseeing construction, supervision and operation of the ferry, purchasing, leasing contracts, hiring and terminating management and crew, fixing compensation, adopting policy/rules/ regulations, determining rates and hours of operation for the ferry, and anything else that might fall under the ferry operations umbrella.

As the governing body of the District, all final decisions are made by the Board. The Manager/Secretary is responsible for the administrative and fiscal matters of the District, including personnel associated with those matters. The Marine Operations Manager and the Marine Operations Supervisor are responsible for the operation of the ferry system and the personnel associated with that operation.

## FIFD Mission

The primary mission of the Fishers Island Ferry District ("Ferry District") is to provide safe, reliable, courteous, professional, convenient and cost effective public marine transportation services from Fishers Island, New York to the Connecticut mainland year around, consistent with its mandate set forth in the Enabling Act.

The secondary mission of the Ferry District is to manage certain real property owned by the Town of Southold and located on Fishers Island (including Elizabeth Field and contiguous lands and improvements), consistent with its mandate as set forth in the Enabling Act, and the specific delegation of authority contained in certain Town of Southold resolutions.

At all times, the Ferry District seeks to balance the need for profitable operations and compelling needs and priorities of the island community; and operate at the highest operational, professional and ethical standards with all constituencies.

# SECTION 1

## EMPLOYMENT POLICIES

### Equal Employment Opportunity & Anti-Harassment Policy

#### Individuals and Conduct Covered

This policy applies to all applicants and employees, and prohibits unlawful harassment, discrimination and retaliation, whether engaged in by or with fellow employees, a supervisor or someone not directly connected to FIFD (e.g. an outside vendor, contractor, consultant or resident). Conduct prohibited by the policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meeting and business-related social events.

The FIFD Manager shall carry out those duties necessary to ensure compliance with this policy. Copies of this policy shall be posted in conspicuous places and be available to employees and applicants for employment.

#### Equal Employment Opportunity

FIFD is committed to a policy of ensuring equal employment opportunity to all employees and applicants for employment without unlawful discrimination with regard to race, color, religion, creed, gender, national origin, age, disability, marital status, citizenship status, military or veteran status, sexual orientation, genetic information, or any other characteristic protected by applicable law. In accordance to all applicable federal, state and local laws, this commitment to equal employment opportunity extends to all employment decisions including, but not limited to, recruitment, hiring, compensation, benefits, training, promotion, demotion or downgrading, transfer, layoff and recall, termination, and all other terms and conditions of employment. FIFD prohibits and will not tolerate this kind of discrimination.

#### Anti-Harassment Policy

##### Sexual Harassment

Sexual harassment constitutes discrimination, and is illegal pursuant to federal, state and local laws. For the purposes of this policy, sexual harassment pursuant to the Equal Employment Opportunity Commission Guidelines, as unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example: (i) submission to the conduct is made either explicitly or implicitly a term or condition of the individual's employment; (ii) submission to or rejection of the conduct by an individual is used for the basis for employment decisions affecting the individual or; (iii) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, the behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body; sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually explicit objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Gender-based harassment – that is, harassment not involving sexual activity or language (e.g. when a male supervisor yells only at female employees and not males) – may also constitute discrimination if it is severe or pervasive and directed at employees because of their gender. FIFD prohibits and will not tolerate all of these types of sexual harassment.

#### Harassment on the Basis of any other Protected Characteristic

Harassment on the basis of any other protected characteristic is also strictly prohibited by FIFD. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, gender, national

origin, age, disability, marital status, citizenship status, military or veteran status, sexual orientation, genetic information, or any other characteristic protected by applicable law and that: (i) has the purpose or effect of creating an intimidating, or hostile work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail). FIFD prohibits and will not tolerate all of these types of harassment.

### **Retaliation is Prohibited**

FIFD prohibits retaliation against any individual who in good faith reports discrimination or harassment or participates in an investigation of those reports. Retaliation against an individual for in good faith reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy. Violators will be subject to disciplinary action up to and including termination.

### **Complaint Procedure**

*Reporting an incident of Prohibited Harassment, Discrimination or Retaliation:*

FIFD strongly urges the reporting of all incidents of harassment, discrimination or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe to be contrary to FIFD's policy or who have concerns about these matters should file their complaints with their immediate supervisor or the FIFD Manager before the conduct becomes severe or pervasive. Individuals should not feel obligated to bring their complaints to their immediate supervisor before bringing the matter to the attention of the FIFD Manager. Employees can submit claims in writing, by e-mail or by meeting in person with the FIFD Manager. All oral complaints or reports must be documented in writing by FIFD.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of prohibited harassment. Therefore, while no fixed reporting period has been established by this policy, FIFD strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. FIFD will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its employees. The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcomed and requesting that it be discontinued.

### **The Investigation**

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly, and impartially pursuant to the direction of the FIFD Manager. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. No individual who is the subject of a harassment, discrimination or retaliation complaint shall play a role in the decision-making process with respect to the resolution of the complaint.

The FIFD Manager will make best efforts to ensure the investigation of all complaints of harassment, discrimination or retaliation, preparation of written findings of the results of each investigation and the remedial actions proposed, and communication with the complaining party about the results of the investigation and remedial actions taken, if any, all within a reasonable period of time consistent with the circumstances of the complaint.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. If, after investigating any complaint of harassment or discrimination, or has intentionally provided false information regarding a harassment or discrimination complaint, disciplinary or legal action may be taken against that individual.

### **Responsive Action**

Misconduct constituting prohibited harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action including, but not limited to, a warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as FIFD believes to be appropriate given the circumstances, and in accordance with applicable law.

Individuals who have questions or concerns about these policies should contact the FIFD Manager.

### **Individuals with Disabilities**

FIFD is committed to fully complying with the Americans with Disabilities Act (ADA), as amended and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

FIFD will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training. Hiring procedures have been reviewed to provide persons with disabilities with meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position. Reasonable accommodation may be available to disabled employees whose disability affects the performance of essential job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria and within Civil Service guidelines, not the disability of the individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as job assignments, classifications, organizational structures, position descriptions, lines of promotion and seniority lists.

### **Immigration Law Compliance**

The Ferry District is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are re-hired must also complete the form if they have not completed an I-9 with the District within the past three years, or if their previous I-9 is no longer retained or valid.

### **Employment at Will**

Employment with FIFD is at will, which means that either the employee or FIFD can terminate employment at any time, for any reason, with or without cause, or prior notice subject to applicable law.

### **Employment Applications**

The Ferry District relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the Ferry District's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment .

### **Pay Procedures/Work week and Pay Period**

Employees are paid bi-weekly. The work week 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 Ferry District, employees will typically be paid on the day preceding the holiday. Employees should note that the pay they receive represents earnings from the pay period immediately previous to the one that just ended.

All required deductions, such as for federal, 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 may receive pay adjustments depending upon cost of living, market factors, or based upon performance. All pay adjustments will be communicated to employees prior to the adjustment becoming effective. 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 your time or entering a co-workers' time is a violation subject to disciplinary action up to and including termination of employment.

## **Categories of Employment**

Employee status defines an individual who works a specific schedule and is paid through FIFD payroll. Individuals who are paid by employment agencies or paid as independent contractors, freelancers, or vendors are not employees of FIFD.

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

**Part-time** status defines an employee who works regularly less than 35 hours and at least 100 hours per year.

**Seasonal/On Call** status defines employees hired either for an unspecified number of hours, or a limited period of time.

**The Federal and State Wage and Hour Law define "Exempt and Non-Exempt" status.** All positions will be categorized in accordance with Federal and State guidelines to determine which positions are exempt or non-exempt from overtime payment. Employees who are categorized as non-exempt will be paid overtime or compensatory time off at a rate of one and one-half times their hourly rate of pay for all actually hours worked in excess of 40 during a one-week pay period.

With few exceptions, employees who are categorized as exempt are not entitled to overtime for all hours actually worked in excess of 40 during a one-week pay period. Exempt employees normally will receive their full salary for any week in which they perform work, without regard to the number of days or hours they performed work.

## **Hours of Work**

As a transportation entity, the Ferry 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 Ferry District cannot differentiate among weekdays, holidays and weekends.

All employees will be required to work some or all, evening, weekend or holidays hours to meet FIFD service needs. We expect that when you agree to work for FIFD you be prepared to be flexible to meet the needs of our customers. FIFD expects management to assign this work in a fair and equitable manner.

## **Unusual Hours of Work**

Typically the Ferry 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. Personnel must recognize these hours as the norm and be prepared to work them.

If your position is classified as non-exempt, you will be paid overtime at a rate of one and one-half times your hourly rate of pay for all hours actually worked in excess of 40 during a one-week pay period.

## **Frequent Schedule Changes**

Employees must be prepared to frequently accept alterations to their personal work schedules. Occasionally, 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 or she is already scheduled to work. Occasionally employees may be asked to work on their scheduled days off, but they are not required to accept this assignment.

## **Personnel File**

Keeping your personnel file up-to-date is very important to you. If you have a change in any of the following items, please complete the CHANGE FORM located in the employee lunchroom and forward to the Assistant Manager at Fishers Island within 30 days of any change. You must report any change in name, home address and telephone number; marital status or dependents; exemptions on your W-4 tax form and emergency contact information.

Your file generally contains a position description, letter of hire, copies of performance appraisals, wage history and other documents related to your work with us. Most documents in your personnel file have been submitted or signed by you.

Should you wish to see your file or receive copies of non-confidential documents, please make your request in advance and writing to the Assistant Manager at Fishers Island where all personnel files are maintained.

## **Absences and Lateness**

When you are absent or late, we miss you and your contribution. If you are too ill to come to work, we expect you to take care of yourself so you can return to a healthy state as soon as possible.

Punctuality is critical for us to operate efficiently and serve our customers. FIFD operates our vessels on a strict schedule. Preparing for these trips requires a variety of tasks and team work before departure time. We expect your strict adherence to the following procedure for reporting absences and/or lateness:

- If you are unable to report to work, you must personally notify your immediate supervisor, preferably the evening before your next scheduled work day. You may be required to indicate a phone number where you can be reached in the event there is a question about some work or task in progress.
- If you are late/will be late for work, you must personally notify your supervisor as soon as possible.
- If you are absent for three or more consecutive days, you will be required to provide a doctor's note indicating your ability to report to regular duty or any restrictions that might apply. FIFD 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.
- If you need to schedule a doctor's appointment or a court date, you should provide at least a week's notice and make every effort to schedule it on your own time. Leaving work during scheduled work hours requires approval of your supervisor.
- When planning your vacation time, you must seek and receive approval from your supervisor a minimum of two weeks in advance of the proposed date(s). This applies to all employees, including management.
- Unscheduled and/or unexcused absences on two or more occasions per year is grounds for disciplinary action and may jeopardize your continued employment. These occasions do not include approved use of vacation, sick time, bereavement leave, or jury duty.
- Repeated incidences of reporting late for your shift is grounds for disciplinary action, and may jeopardize your continued employment.

- If you are absent three or more consecutive days without calling your supervisor, we will presume that you are voluntarily resigning and will, consistent with applicable law, discontinue your employment effective with your first day of absence.

### **Attire/Uniforms**

We require that all employees use good judgment in their attire for work. Appropriate professional attire and behavior is the expectation from FIFD and our customers. While FIFD provides shirts and sweat shirts or jackets with our logo, they must be worn with presentable jeans, khakis (khaki shorts in the summer) when the ferry is in operation. Employees are responsible for the cleanliness and upkeep of their uniform. Acceptable shoes include deck shoes and boots with non-slip soles. Assigned safety equipment must be worn at all times when performing applicable safety-sensitive functions.

When performing maintenance tasks, employees may wear appropriate clothes for the job, but must wear applicable safety equipment. Any questions you might have about suitability should be directed to your immediate supervisor

### **Meal/Lunch Break**

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.

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.

We ask that you use an appropriate location such as the lunchroom (New London employees) for your meal period. Eating in public areas and at the ticket counter is inappropriate and not permitted.

### **Nursing Mothers Right to Express Milk in the Workplace**

FIFD will make reasonable efforts to provide a private room, or other location in close proximity to the work area, where an employee can express milk for her nursing child for up to three years following child birth. Employees should give advanced notice of their need for this benefit preferably prior to the employee's return to work following the birth of the child in order to allow FIFD an opportunity to establish a location and schedule leave time amongst multiple employees if needed. FIFD will provide reasonable unpaid break time, or permit an employee to use paid meal time each day for this purpose.

### **Solicitation, Distribution and Posting of Materials**

To ensure efficient operation of our business and to prevent disruption of operations and annoyance to employees, it is necessary to control solicitations. Therefore, no solicitations of any kind will be permitted by employees during work hours. Solicitation, distribution of literature, handbills or other material, or trespassing on FIFD property for these purposes by any non-employee is prohibited at all times and for all locations. This includes all forms of distribution including hard copy, electronic media and voice mail. FIFD employees are provided the opportunity to receive materials related to FIFD-sponsored programs such as health fairs, or charities approved in advance without violating this policy.

### **Fraternization/Nepotism**

FIFD prohibits fraternization between supervisors, or those acting in a supervisory capacity and an employee reporting directly to them. Prohibited fraternization includes a dating or romantic relationship. This policy applies without regard to gender or to the sexual orientation of the participants in the relationship.

Immediate family members of current employees may be considered for employment with FIFD as long as there is no conflict of interest or direct reporting relationship. Specifically, an employee is not permitted to work in a position where his/her supervisor, is an immediate family member. No person should be hired for a position or transferred to a position when to do so would violate

this policy. For the purposes of this policy, immediate family members include spouse, children, parents or siblings, as well as anyone else sharing your household.

### **Outside Employment**

FIFD employees must consider their position as their primary work obligation. From time to time employees may be required to work beyond their scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside employment, the employee's obligations to FIFD must be given priority. In general, outside employment is not allowed when it:

- prevents the employee from fully performing work for which he or she is employed with FIFD, including overtime assignments;
- involves organizations that are doing/seek to do business with FIFD, including actual or potential vendors or customers; or
- violates provisions of law or FIFD's policies or rules

Employees are required to seek prior written management approval before engaging in outside employment.

### **Use of FIFD Property**

All supplies, equipment, and information obtained and used during the course of employment are property exclusively owned by FIFD. This includes, but is not limited to all physical property which is needed for the successful operations of the Ferry. The use of FIFD property and goods for personal reasons is prohibited.

## **SECTION 2**

# **COMMUNICATION AND STANDARDS OF CONDUCT**

Whenever people gather together to achieve common goals, some rules of conduct are needed to help us work effectively and harmoniously. By accepting employment with us, you have a responsibility to FIFD and to your fellow employees to adhere to certain rules of behavior and conduct, to act in an ethical manner and to respect all of your co-workers. The purpose of these rules is to be certain that you understand what conduct is expected and necessary.

### **FIFD requires that you:**

- Observe established guidelines and policies.
- Adhere to your work schedule and perform your work in a conscientious manner.
- Meet the objectives to which you have committed.
- Advise your supervisor in advance when you anticipate an absence from work.
- Treat co-workers, management and customers with courtesy and respect.
- Apply the highest level of ethics in all your dealings while representing FIFD.
- Support the FIFD mission.

### **The following list includes examples of behavior or misconduct, which can result in disciplinary action up to and including termination. (This list is not comprehensive).**

- Threatening, intimidating, harassing or interfering with another employee's performance, including unlawful discrimination and prohibited harassment.
- Any physical altercation with a co-worker, supervisor or customer.
- Possession, use, sale or consumption of alcohol or illegal drugs while on FIFD premises, at FIFD sponsored events or performing services for FIFD.
- Unauthorized possession, neglect, abuse, theft, removal or use of FIFD property, equipment and goods.
- Acts of insubordination or disrespect towards supervisors and management.
- Abuse of position, unethical behavior or disrespect towards a passenger.
- Failure to follow FIFD policies, procedures and violation of FCC, USCG or Homeland Security regulations.
- Failure to report an incident to the USGC, per USCG regulations.
- Possession or using a firearm or dangerous weapon while on FIFD property/premises.
- Violation of safety regulations or any practice that could harm self, co-workers and/or passengers.
- Inability to perform assigned work as a result of a loss of a required license.
- Disruption of FIFD business.
- Excessive or unexcused lateness and/or absences from work.

## **Performance Management**

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

You will be provided with the opportunity to prepare for your performance planning and evaluation meeting by reviewing and/or completing a self-evaluation based on your job description. You and your supervisor will meet to review your performance and identify areas of improvement and goals for the subsequent year.

The exact timing of your personal planning and evaluation session, along with the relevant forms and materials to document your performance management will be communicated to you by your supervisor in collaboration with the Assistant Manager.

## **Communicating Concerns/ Employee Protection**

FIFD is committed to providing a comfortable and congenial working environment for its employees. To accomplish this, we encourage an open and frank communication style in which you can ask questions, discuss problems, issues, report complaints and make suggestions without fear of retribution or retaliation. Management in turn will strive to respond to your concerns and issues in a timely manner.

It is the intent of the Ferry District to adhere to all applicable laws and regulations. The underlying purpose of this policy is to support the Ferry District's goal of legal compliance. The support of all employees is necessary to achieve compliance with these various laws and regulations.

If any employee reasonably and genuinely believes that some policy, practice or activity is in violation of any law, a written complaint should be filed by that employee with a supervisor, manager or any member of the Board of Commissioners of the Ferry District.

If you have a concern that you are unable to resolve yourself, we ask you to follow the proper channels of communication and bring the matter to the attention of your immediate supervisor verbally or in writing. If the matter is urgent and your supervisor is unavailable, or if your supervisor is unwilling or unable to discuss and help you resolve this issue, you may present the problem to the FIFD Commission in writing.

An employee is protected from retaliation as is set forth in applicable law.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

## **Communication with the Public and Press**

FIFD has established specific procedures for speaking with the press or public at large. These procedures help eliminate factual inconsistencies and the reporting of inaccurate information. When employees receive any inquiry from individuals representing external media such as newspapers, radio and other members of the press, please refer them for response to the FIFD Manager or a member of the Board of Commissioners.

## **Computer/E-Mail/Office Equipment /Personal cell phone use**

All office equipment and computer files and software, including E-mail and Internet access available to employees, are the property of FIFD and intended only for business use. FIFD 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. That said, all E-mail and other forms of electronic communication should not be considered confidential, as they remain the property of FIFD. 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.

In order to protect our system from unwanted viruses and other technical difficulties, you are strictly prohibited from loading personal software or transferring data on disk or electronically from a home or other computer without specific authorization from the Manager or Marine Operations Manager.

FIFD prohibits the use of computers for the transmission of any discriminatory, offensive or unprofessional material, and prohibits accessing any Internet site for any purposes other than business needs. Employees should not post personal opinion on any "chat rooms" or "bulletin boards" using FIFD equipment or access, or in any way that would tend to identify FIFD as sponsoring the comments. If an employee is found in violation of this policy, the employee will be subject to discipline, up to and including termination.

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.

## SECTION 3 PAID TIME OFF BENEFITS

### **Bereavement Leave**

In the event of the death of a member of your immediate family, full-time employees will be paid bereavement leave in order to spend time with family. Immediate family is interpreted 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.

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

### **Jury Duty**

If you are summoned for jury duty or as a witness for a trial, you must give a copy of the written notification to your supervisor within 48 hours of receipt of the summons. This will allow us to plan for your absence.

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

Whenever you are not required to serve during regular business hours, you will be expected to perform your work assignment. Part-time employees may request an evening or weekend work schedule during their jury duty.

### **Time Off to Vote**

FIFD wants to make sure all employees have the opportunity to vote in national, state, or local elections. If an employee's working hours make it impossible for the employee 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. If it is necessary, an employee may take up to two hours of paid time off at the beginning or the end of the employee's work shift in order to get to the polls. 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.

### **Holidays**

Because ferry service demand is highest during holiday periods, it is expected that full-time employees will be expected to work on holidays.

***FIFD 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

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

All holidays will be observed on the actual holiday. All full-time non-exempt employees will receive eight hours pay for an observed holiday.

In addition, full-time non-exempt 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.

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

Exempt/Salaried employees, who work on a holiday, are entitled to one day of compensatory time for working more than four hours and a half-day of compensatory time for working four hours or less.

### **Personal Days**

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

### **Vacation**

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

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

Vacation time must be requested in writing and pre-approved by your supervisor. Employees should plan ahead to utilize their allotted vacation days within the current calendar year. 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. 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.

Paid vacation leave taken for any purposes covered by the Family and Medical Leave Act of 1993 ("FMLA") must be taken pursuant to FIFD's FMLA policy, which may have different and/or additional requirements than this policy. This leave will be counted against the employee's entitlement to FMLA leave, assuming that the employee meets the eligibility requirements set forth in FIFD's FMLA policy. For more information about the FMLA, please see the FMLA policy set forth in this Handbook and/or contact the Assistant Manager at Fishers Island.

### **Military Leave**

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 such notice or it is otherwise impossible or unreasonable.

The leave is unpaid, except that you may use all of their accumulated unused vacation time, personal days, sick leave, and/or compensatory time while on leave.

FIFD will continue to pay its contribution towards your health insurance premium and you will be responsible to pay your share for up to the first 30 days of leave. FIFD will continue to make insurance coverage available to you and any covered dependents as required by applicable law.

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.

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.

### **Sick Leave**

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. A non-exempt employee who becomes sick at work and is required to leave may be paid for the hours spent working plus a ½ sick day. 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.

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

<b>Length of Service</b>	<b>Sick Days (non-cumulative)</b>
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 shall 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 shall not be entitled to payment of any accumulated unused sick time.

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

<b>Length of Service</b>	<b>Sick Days (non-cumulative)</b>
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 shall not be entitled to payment of any accumulated unused sick time.

Paid sick leave taken for any purposes covered by the Family and Medical Leave Act of 1993 ("FMLA") must be taken pursuant to FIFD's FMLA policy, which may have different and/or additional requirements than this policy. This leave will be counted against the employee's entitlement to FMLA leave, assuming that the employee meets the eligibility requirements set forth in FIFD's FMLA policy. For more information on the FMLA, please see the FMLA policy set forth in this Handbook and/or contact the Assistant Manager at Fishers Island.

## **Personal Leave of Absence**

Unpaid personal leaves of absence for a period of up to 30 days may be requested by a full-time regular employee who has completed one year of continuous service. You must request personal leaves in writing at least two weeks before the time you wish the leave to begin. If the personal leave request is necessitated by an emergency, you or a member of your immediate family must notify your 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 your absence. In an emergency situation, the written explanation must normally be submitted within three days of the beginning of your leave. Personal leave may only be granted if another leave cannot be used in place of it, cannot be used until all accumulated and unused sick, personal, vacation or compensatory days have been exhausted, and provided that the leave does not seriously disrupt the ongoing operations of the FIFD.

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 FIFD's Family and Medical Leave Policy. In that case, the employee must take leave pursuant to FIFD's FMLA policy.

*Reinstatement cannot be guaranteed to employees returning from a personal leave of absence. However, FIFD 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, FIFD's need to fill open positions, and the ability of FIFD to find qualified temporary replacements.*

## **Cancer Screening Leave**

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

## **Blood Donation Leave**

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 of absence 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. 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. 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.

## **Family Medical Leave Act**

This policy is applicable to all requests for family and medical leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA). Employees who have worked for FIFD for at least 12 months and who have worked at least 1,250 work hours over the prior 12 months may be entitled to take up to 12 weeks of FMLA leave during a 12-month period (a rolling 12 month period that is measured backwards from the start date of any given leave to see how much leave was taken) for:

- Birth of a child of the employee or to care for the child within one year of birth;
- Placement of a child into the employee's family by adoption or foster care arrangement or to care for that child within one year of placement;
- Care for the employee's immediate family care member (defined as spouse, child or parent, or a child or parent for whom the employee is standing in *loco parentis* who has a serious health condition; or

- For any “qualifying exigency” arising out of active duty or call to active duty status of the employee, a spouse, son, daughter or parent.
- A serious health condition that renders the employee unable to perform the essential functions of his/her position

A “serious health condition” is generally defined as any illness, injury, impairment or physical or mental condition that involved any period of incapacity or treatment related to inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

If both spouses are employed by the organization, the combined leave cannot exceed the individual maximum, except to care for a child or spouse with a serious health condition or for the employee's own serious health condition, or 26 workweeks if leave is to care for a covered service member with a serious injury or illness, each spouse is entitled to the full leave.

Notification: At a minimum, the organization should receive at 30 days advance notice of the need for the leave when possible. Where the need for leave is not foreseeable, we must be notified as soon as possible (as practicable) after learning of the need for leave, except in extraordinary circumstances, and make reasonable efforts, subject to the approval of the health care provider, to schedule treatment so as not to duly disrupt FIFD’s operations.

Medical Certification: If a leave is being requested because of an employee’s own health condition, or that of a spouse, child or parent, FIFD will require the employee to submit medical certification verifying the need for the leave.

FIFD retains the right, at its expense, to require an examination by a second health care provider designated and approved by FIFD. This will not be a health care provider regularly used by FIFD. If the second health care provider's opinion conflicts with the original medical certification, FIFD, again at its own expense, may request a third opinion from a mutually agreeable (to both FIFD and the employee) health care provider. The third opinion will be binding on both parties. We may require subsequent medical re-certification during the leave.

Recertification:

Employees who are on medical leave because of their own serious health condition or to take care of a spouse, child or parent with a serious health condition are required to submit a written recertification of the need to remain on the leave every 30 days except that, if the medical certification states that the minimum duration of the condition is for more than 30 days, recertification will not be required before that minimum duration expires. Forms for recertification will be provided by FIFD. In any case, recertification may be required every six months in connection with an absence by the employee. FIFD reserves the right to request recertification on a more frequent basis if the leave is for less than 30 days, or if FIFD receives information that casts doubt to the continued validity of the most recent certification.

While on Leave:

You must contact your supervisor periodically regarding the status of your situation and your intention to return to work.

Return to Work:

In most cases, employees who return to work from FMLA leave within, or at the expiration of, their available FMLA leave, are entitled to return to their previous job if available, or an equivalent position, without loss of benefits or pay. An employee taking medical leave to care for the employee’s own serious health condition will be required to submit an original copy of a fitness-for-duty certification stating that the employee is able to resume his/her position, signed by the employee’s health care provider, before returning to work.

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

#### Health Care Benefits:

During FMLA leave, FIFD will continue to pay its share of employee health insurance premiums, and the employee must continue to pay his/her share of those premiums, or risk loss of coverage. At the time an employee begins unpaid family or medical leave, he/she shall receive written instructions detailing the time and manner in which the employee's required contribution toward premiums, if any, are to be paid. Failure to pay these premiums by the end of the grace period stated in the written instructions shall result in the loss of the insurance coverage chosen by the employee.

An employee who fails to return to work following the expiration of the unpaid family or medical leave shall be required to reimburse FIFD for the portion of the health care premiums paid by FIFD during the unpaid leave unless the employee can establish that the failure to return was due to the continuation, recurrence or onset of a serious health condition that meets the criteria for leave pursuant to this policy (as supported by medical certification) or was due to other circumstances beyond the employee's control.

FMLA-eligible employees who have a spouse, son, daughter or parent ("the covered military member") who is on active duty (or has been notified of an impending federal call or order to covered active duty) in a foreign country as a member of the Armed Services, National Guard or Reserves, or as a retired member of the Regular Armed Forces, may take up to 12 workweeks of unpaid leave to take care of personal matters.

#### Qualifying Military Exigency Leave:

For the purposes of qualifying military exigency leave only, the definition of a child of a covered military member includes a biological, adopted, or foster child, a stepchild, a legal ward of the covered military member, or a child for whom a covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time the leave is to commence.

#### Military Caregiver Leave:

An eligible employee who is the spouse, son, daughter, parent or next of kin (as that term is defined by the FMLA regulations issued by the U.S. Department of Labor) of a "covered service member" is entitled to up to 26 workweeks of leave during a single 12-month period to care for the covered service member.

Eligible employees who request to take military caregiver leave will be required to provide certification from the service member's authorized health care provider. A certification form will be provided by FIFD for this purpose. In lieu of this certification, an eligible employee may provide the invitational travel order (ITO) or invitational travel authorization (ITA) issued by the federal government to the employee or any family member to join an injured or ill service member at his or her bedside. Second and third opinions and re-certifications will not be requested for military caregiver leave.

## **SECTION 4 HEALTH BENEFITS**

### **Medical & Dental Insurance**

All full-time employees are eligible for Medical and Dental Insurance after their first 30 days of employment. Employees must complete enrollment forms for inclusion in the Ferry District Health & Dental Benefit Plan. The Ferry 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.

Each employee covered under the plan is issued a Certificate of Membership which explains the plans and benefits. Employees should familiarize themselves with this booklet.

Questions pertaining to this plan should be submitted to the Assistant Manager at Fishers Island, who will forward them to the appropriate plan representative.

Contribution and continuation of health insurance upon retirement, if any, shall be determined by a resolution of the Board of Commissioners.

### **HIPAA – The Health Insurance Portability and Accountability Act of 1996**

The HIPAA provisions limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; guarantee renewal ability and availability of health coverage to certain employees and individuals; protect many workers who lose health coverage by providing better access to individual health insurance; and increase the security and privacy of health care information.

### **Continuation of Health Benefits (COBRA)**

In accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and the New York State Insurance Law, an employee or qualified beneficiary (e.g., spouse or dependent child) may elect to continue health insurance coverage that would otherwise end as the result of any of the following:

1. Termination of employment, except for retirement or termination due to gross misconduct (employee, spouse or dependent children may elect to continue);
2. Reduction in work hours (employee, spouse or dependent children may elect to continue);
3. Death of enrollee (spouse or dependent children may elect to continue);
4. Dissolution of marriage (spouse may elect to continue); or
5. Cessation of dependent child's eligibility (dependent child may elect to continue).

In order to be eligible for continued benefits, the employee or qualified beneficiary must pay the full cost of the health insurance plan in which they are enrolled, payable in advance in monthly contributions. This cost will be equal to the premium equivalent for each active employee, individual or family plan, plus two percent. Each eligible employee and qualified beneficiary will receive written notice describing his/her rights and obligations pursuant COBRA when a qualifying event occurs.

### **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.

### **Workers' Compensation**

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

If you are injured at work or suffer from a work-related illness, you are required to report the incident immediately to your supervisor or in his/her absence to the Assistant Manager. In the event of an emergency, you will be transported to the nearest designated primary care facility. Co-workers and Supervisors are not authorized to transport a seriously injured or sick employee. Call 911 for assistance.

If your injury/illness requires first aid or medical attention and is not an emergency, you must see a physician within 48 hours. The Workers' Compensation Company reserves the right to have you 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.

## **SECTION 5 FINANCIAL BENEFITS**

### **Longevity Increase**

Full time employees shall receive additional non-cumulative compensation, applied to the straight time base rate of pay based on the length of service for the District until **December 31, 2013**.

5 years of service	3%
10 years of service	4%
15 years of service	5%
20 years of service	6%
25 years of service	7%

Starting on **January 1, 2014**, the "5 years of service" benefit will continue to be awarded as a 3% wage increase. The remaining longevity awards, 10 years through 30 years will be awarded by a flat 1% increase in wages.

5 years of service	3%
10 years of service	1%
15 years of service	1%
20 years of service	1%
25 years of service	1%
30 years of service	1%

### **Eligibility**

Full-time employees who regularly work 35 or more scheduled hours per week throughout the year.

### **Retirement Plan**

Subject to the applicable provisions of the law, the Fishers Island Ferry District shall provide employees a retirement plan in accordance with the New York State Retirement and Social Security Law. For further details please inquire with your supervisor, or the Assistant Manager.

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.

### **Health Benefits upon Retirement**

For full-time employees hired **after** July 1, 2003, health benefits will continue only after retirement under the following conditions:

1. Employee must have 20 consecutive years of service for the Ferry District;
2. Employee must retire while employed full time by the Ferry District; and
3. Employees must have begun to receive benefits from the NY State Retirement system.

Coverage will continue for 18 months after retirement. The Ferry District is responsible for paying their portion of the premium, and the eligible retiree is responsible for paying their portion of the premium, subject to timely co-pays, 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.

For existing full-time employees **as of July 1, 2003**, health benefits will continue after retirement under the following conditions:

1. Employee must have 10 years consecutive full-time employment;
2. Employee must retire while employed full-time by the Ferry District; and
3. Employees must have begun to receive benefits from the NY State 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 Ferry District is responsible for paying their portion of the premium, and the eligible retiree is responsible for paying their 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 Ferry District is responsible for paying their portion of the premium, and the eligible spouse/dependents will pay 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.

For existing **Retirees as of July 1, 2003**, health benefits will continue after retirement under the following conditions:

1. As of January 1, 2005, while the retiree receives supplemental coverage under Medicare, spouses and/or dependents are ineligible for health coverage.
2. Ineligible spouses and/or dependents may continue in the existing health plan coverage by making the appropriate monthly payments, covering their portion of the premium to the Ferry 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.
3. 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.

The Ferry District will contribute to a Retirees' supplemental coverage to Medicare as long as the Retiree was employed by the Ferry District at retirement, and the Retiree has begun to receive benefits from the NY State Retirement system in the following manner:

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

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

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

Retirement with 20 years of service – Ferry District will contribute 75% of the premium up to \$250 per month.

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

***Employees who retire and were employed full-time after January 1, 2011:***

Retirees employed after January 1, 2011 will not be eligible for supplemental coverage to Medicare.

***Retired as of January 1, 2011:***

Current Retirees as of January 1, 2011 will continue their current supplemental coverage to Medicare.

For more information, please contact the FIFD Manager or Assistant Manager.

## Section 6 Safety

### **Workplace Safety & Security**

FIFD is committed to providing a work environment that is safe, secure, and free from harassment, threats, intimidation and violence for all employees. It is the responsibility of all FIFD employees at all FIFD facilities and at all offsite FIFD sponsored functions and events to observe safety and security practices. All employees are expected to proactively identify work conditions and work practices that pose a risk of injury, and bring these issues and risks to their supervisor, one of the designated safety officers, or another member of management. FIFD continuously strives to be in compliance with PESH, USCG and FCC regulations.

### **Safety Officers**

Safety Officers have been designated to improve workplace safety for all employees. These officers have specific responsibilities and accountabilities to ensure FIFD workplace safety. Among others, these responsibilities include drills, equipment operation checks, training and procurement. All employees are encouraged to identify and recommend safety improvements to any of these safety officers, their supervisor, other member of management or any Commissioner. Only through all FIFD employees' awareness, commitment to follow sound safety practices, and feedback will safety hazards be identified and corrected in the early stages. We strive for a continuous culture of safety at FIFD.

**No Violence** – FIFD intends to maintain a safe and secure workplace and to comply with all applicable provisions of the New York Anti-Violence Workplace Act. FIFD does not tolerate threats, physical and verbal confrontations, or other threats of violence against employees, and all other members of the public on our vessels. FIFD strictly prohibits the possession and use of firearms, and any other weapons that would be considered dangerous and would cause harm. Employees are expected to bring all threats of any kind, regardless of seriousness or if a threat became known through a non-direct means, to their supervisor, or another member of management. All threats will be vigorously investigated.

**Search & Privacy** – FIFD reserves the right to conduct searches or to request local authorities to conduct searches of any person, vehicle, or object that enters FIFD premises or property. Searches may be conducted by management or by local authorities at management's request. Employees have no expectation of privacy regarding their workspaces and items kept or brought into the workplace.

### **Duty to Report**

Employees have a duty to report to management any civil or criminal conviction that is related to an incident that occurred while the employee was performing work on behalf of FIFD or is related to the type of work the employee performs with FIFD.

### **Smoke-Free Workplace**

In keeping with the intent of FIFD to provide a healthy work environment and to comply with insurance requirements, as well as New York and Connecticut law, smoking and the use of all tobacco products and tobacco related products is banned on and within 20 feet of any FIFD facility or property. This policy applies equally to all employees, customers and visitors.

### **Drug and Alcohol Free Workplace**

FIFD prohibits the possession, sale, distribution or use of illegal drugs or the abuse of legal drugs, including alcohol, by FIFD employees while on FIFD premises or while conducting business-related activities off of FIFD's premises. Additionally, FIFD prohibits employees reporting to work impaired, under the influence, or having in their system illegal drugs or abused legal drugs, including alcohol. 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. FIFD requires all applicants to pass a pre-employment drug and/or alcohol test.

Violations of this policy may lead to disciplinary action, up to and including termination of employment or required participation in a substance abuse rehabilitation or treatment program. The participation in a substance abuse rehabilitation or treatment program is available to an employee once during their employment with FIFD. An additional occurrence will result in disciplinary action, up to and including termination of employment. These violations may also have legal consequences.

All employees must notify FIFD of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

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 drug test
- Random
- Post accident
- Reasonable Suspicion
- 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. The participation in a substance abuse rehabilitation or treatment program is available to an employee once during their employment with FIFD. An additional occurrence will result in disciplinary action, up to and including termination of employment.

For all other employees, FIFD 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 policy 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. The participation in a substance abuse rehabilitation or treatment program is available to an employee once during their employment with FIFD. An additional occurrence will result in disciplinary action, up to and including termination of employment.

## **Section 7**

### **General Information**

#### **Leaving the Employment of FIFD**

##### **Resignation**

To resign in good standing, advance notice of at least two weeks is required from any employee intending to leave his/her position, although FIFD reserves the right to accept your resignation effective immediately. During the notification period, the Assistant Manager will review your eligibility for continued benefits and process necessary paperwork to avail yourself of these benefits. At that time, we will also discuss the return of FIFD company equipment and property and the details for your final paycheck. We would like to make any separation of employment a mutually congenial one.

##### **Involuntary Termination**

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 or for other reasons deemed by management to be in the best interest of FIFD.

In some instances, an employee may have received prior counseling or warning that his/her position is in jeopardy as a result of poor performance, attendance or behavior. However, FIFD does not require that notice be provided in all instances. At the time of notification of termination, or immediately thereafter, the Assistant Manager will review your eligibility for continued benefits and process necessary paperwork to avail yourself of these benefits. At that time, we will also discuss the return of FIFD company equipment and property, and the details for your final paycheck

It is our expectation that this sensitive process can be handled with mutual respect.

##### **Exit Interview**

Employees who voluntarily terminate employment may be asked to participate in an exit interview and provide constructive comments and suggestions on improving working conditions at FIFD. We appreciate receiving your candid opinion of your employment with us.

##### **Continuation of Benefits**

Upon termination of your employment from FIFD, we ask that you review the COBRA information provided in Section 4 of this Handbook, and confer with the Assistant Manager to better understand your rights about the continuation of your benefits under COBRA. If you have been insured under FIFD health insurance plan for 12 consecutive months, you may also secure a certificate that will enable you to seek insurance coverage from another employer without restrictions for pre-existing conditions.

# Acknowledgement

- I acknowledge that I have received, read and understand the Fishers Island Ferry District Employee Handbook and agree to abide by its contents.
- I understand that this Handbook is intended to provide information regarding FIFD's employment practices and policies, and that this Handbook, and the policies and practices it contains, are subject to change at any time, with or without prior notice, at FIFD's sole discretion. All changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only FIFD's Commission has the ability to adopt revisions to the policies in this Handbook.
- I understand that this Handbook does not constitute an express or implied contract or obligation on the part of FIFD, and does not guarantee my employment for any specific duration.
- I acknowledge that this Handbook is not a legal document. I acknowledge that, to the extent that my employment with FIFD is at will, both FIFD and I remain free to end our employment relationship at any time, for any lawful reason, with or without notice (subject to the notice requirements contained in the Handbook), and subject to applicable law. I understand that no employee, manager, or other representative of FIFD, other than the Commission, has the authority to make any promise or other commitment contrary to the foregoing, or to enter into any agreement with me for employment of a specified duration, and that any agreement entered into the Commission must be in writing.

---

Print Name

---

Signature

---

Date

A signed copy of this acknowledgement is retained in the employee's personnel file.