STAFF SUMMARY

Date: April 13, 2025 File# L-559

TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: Legal Author: Terence G. Kenneally
X	Board Members		Information	Subject: Tentative New Collective Bargaining Agreement with Teamsters Union Local No 59 and the Authority's Licensed Deck Officers

PURPOSE:

To obtain ratification of a tentative new collective bargaining agreement with Teamsters Union Local No 59 ("the Union") governing the terms and conditions of employment for the Authority's Licensed Deck Officers, as described in this staff summary.

BACKGROUND:

On April 7, 2025, the Authority and the Union reached a tentative agreement for a new three-year collective bargaining agreement for the Authority's Licensed Deck Officers, retroactive to the expiration of the previous agreement at midnight on July 26, 2024. Attached is a red-lined version of the tentative agreement that shows the proposed changes from the previous agreement. If the Members and the employees in the bargaining unit ratify the agreement, then:

1. The Authority's overall cost of compensation for the Licensed Deck Officers will increase by 8.48% in the first year of the agreement, 10.19% in the second year of the agreement, and then 10.31% in the third year of the agreement, allocated as follows (and as also shown on the attached spreadsheet):
    (a) The Licensed Deck Officers will receive annual wage increases of 10%, 12%, and 12% over the course of the three-year agreement. (Article 14.1).
    (b) The employees will continue to pay 20% of the contributions the Authority pays to TeamstersCare for their medical coverage. The Authority's contributions to the TeamstersCare will increase by $0.50 per hour on November 1st of each year (an average of 3.42% over the length of the agreement). (Article 26.2).
    (c) The Authority's contributions to the New England Teamsters and Trucking Industry Pension Fund will not increase in any year of the agreement. Contributions to the Money Purchase Plan will increase solely due to revised wage rates. (Article 27).

2. The parties agreed to reclassify Mates into their own classification, which should alleviate ongoing concerns about the differentiation between Pilot and Mate assignments. The parties further agreed that separating Mates from Pilots is reflective of the actual licensing status of each licensed deck officer in those categories. Hopefully, the corresponding pay rate

differential between the classifications will motivate licensed deck officers to progress through the ranks to attain higher licensure and therefore, higher hourly wage rates. (Articles 9.3, 12 and 14.1).

3. When licensed deck officers are required to report for work on any vessel either operating or in repair or shipyard, they shall clock in and clock out to receive a minimum of a day's pay regardless of the vessel's operation or repair status. (Article 10.2 (A)).

4. To address concerns of adequate rest, the Authority may incorporate two (2) additional “Rest and Relief Captains” to the manning scales who would be assigned on a double crew basis to relieve the captains assigned to a twelve (12) hour watch on vessels operating on the Vineyard Route during the Employer’s published Summer Operating Schedule. (Article 11.2 (C)).

5. The Authority has agreed to clarify that the assignment of a Senior Captain may be reassigned from annual repair/overhaul and routine shipyard periods to cover the absences of other licensed deck officers who are assigned to work on operating vessels. Also, the assignment of Senior Captains will be reviewed annually (Article 12.11).

6. To address concerns of sufficient supplies, the Authority has agreed that when a vessel is berthed on the islands and it is canceled for twenty-four (24) hours or more, and the Employer does not make meal arrangements for the crew and an individual’s meal expense exceeds the subsistence rates as set forth herein, the licensed deck officers shall be reimbursed for reasonable meal charges upon submission of official receipts. (Article 16.2 (B)).

7. The parties reiterated their mutual commitment to ensure that each permanent licensed deck officer must successfully complete USCG-approved training courses in the Standards of Training, Certification, and Watchkeeping for Seafarers (STCW) (including basic training and proficiency in survival craft), Advanced Firefighting, Leadership and Managerial Skills, and Electronic Chart Display and Information Systems. (Article 16.5).

8. Also, like other bargaining units, on a pre-arranged and mutually agreeable basis a regular licensed deck officer, who is eligible for five (5) weeks’ vacation, may forego the said fifth week of vacation and receive vacation pay in lieu thereof once every calendar year. (Article 19.8).

9. Finally, the Authority agreed to increase the long-term disability of sixty-six and two-thirds percent (66-2/3%) of the wages in the highest category worked, to a maximum of ten thousand dollars ($10,000.00) per month, which will be paid to a regular licensed deck officer, who is unable to work due to either a job related or a non-job related accident or illness. (Article 26.1 (A)(3)).

RECOMMENDATION:

Management recommends that the Members vote to authorize the General Manager and Director of Human Resources to:

1. execute the tentative new collective bargaining agreement with the Teamsters Union Local No. 59 governing the terms and conditions of employment for the Authority's Licensed Deck Officers, as described in this staff summary; and

2. take all necessary and appropriate actions to implement and fulfill the Authority's obligations under the new agreement.

Paul Hennessy,
Port Captain

Janice Kennefick,
Director of Human Resources

Mark K. Rozum,
Treasurer/Comptroller

Mark Amundsen,
Chief Operating Officer

Terence G. Kenneally,
General Counsel

APPROVED:

Robert B, Davis
General Manager

Attachments

STAFF SUMMARY

Date: May 14, 2025 File# L-560

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<tr><td colspan="2">TO:</td><td colspan="2">FOR:</td><td>FROM:</td></tr>
<tr><td rowspan="2">X</td><td rowspan="2">General Manager</td><td rowspan="2">X</td><td rowspan="2">Vote</td><td>Dept.: Legal</td></tr>
<tr><td>Author: Terence G. Kenneally</td></tr>
<tr><td>X</td><td>Board Members</td><td></td><td>Information</td><td>Subject: Tentative New Collective Bargaining Agreement with Teamsters Union Local No 59 and the Authority's Unlicensed Vessel Employees</td></tr>
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PURPOSE:

To obtain ratification of a tentative new collective bargaining agreement with Teamsters Union Local No 59 ("the Union") governing the terms and conditions of employment for the Authority's Unlicensed Vessel Employees, as described in this staff summary.

BACKGROUND:

On May 13, 2025, the Authority and the Union discussed the terms of a potential tentative agreement for a new three-year collective bargaining agreement for the Authority's Unlicensed Vessel Employees, retroactive to the expiration of the previous agreement at midnight on April 19, 2024. A red-lined version of the tentative agreement that shows the proposed changes from the previous agreement is attached. If it is ratified by the Members and the employees in the bargaining unit:

1. The Authority's overall cost of compensation for the Unlicensed Vessel Employees will increase by 8.66% the first year of the agreement and then by 6.68% and 6.02%, respectively, in each of following two (2) years of the agreement, allocated as follows (and as also shown on the attached spreadsheet):

   (a) The Unlicensed Vessel Employees will receive annual wage increases of 10%, 7%, and 6% over the course of the agreement. (Article 25). The Authority agreed to provide boatswains and oilers an additional 3% percent wage increases in the second year of the contract in order to attract more seasoned and experienced mariners into those critical roles.

   (b) The employees will continue to pay 20% of the contributions the Authority pays to TeamstersCare for their medical coverage. The Authority's contributions to TeamstersCare will increase by $0.50 per hour on November 1st of each year (an average of 3.42% over the length of the agreement). (Article 12A.2).

   (c) The Authority will not be increasing its contributions to the New England Teamsters and Trucking Industry Pension Fund during the term of this agreement. (Article 12.2).

2. The parties had lively discussions about the importance of employees "clocking in and out" for their work assignments, which promotes the smooth and efficient operation of the

Authority's vessels for all employees and management and ensures payroll is performed and processed efficiently and correctly. (Article 11.16).

3. The Authority agreed to decrease the number of days from 150 to 90 for an employee seeking to be eligible for health and other benefits. (Article 12A.2).

4. The Authority agreed to clarify the requirements for the submission of vacation requests during each non-Summer Schedule. (Article 13.3).

5. To address concerns of sufficient supplies, the Authority has agreed that when a vessel is berthed on the islands and it is canceled for twenty-four (24) hours or more, and the Authority does not make meal arrangements for the crew and an individual's meal expense exceeds the subsistence rates as set forth in the Agreement, unlicensed vessel employees shall be reimbursed for reasonable meal charges upon submission of official receipts. (Article 14.4).

6. The Authority agreed to clarify the procedure for the assignment of overtime to employees with a valid able seafarer's license. (Article 24.1).

RECOMMENDATION:

Management recommends that the Members vote to authorize the General Manager and Director of Human Resources to:

1. execute the tentative new collective bargaining agreement with the Teamsters Union Local No. 59 governing the terms and conditions of employment for the Authority's Unlicensed Vessel Employees provided it is ratified by the employees in the bargaining unit in the form as it is described within and attached to this staff summary; and

2. take all necessary and appropriate actions to implement and fulfill the Authority's obligations under the new agreement.

Paul Hennessy,
Port Captain

Janice Kennefick
Janice Kennefick,
Director of Human Resources

Mark K. Rozum,
Treasurer/Comptroller

Mark Amundsen
Mark Amundsen,
Chief Operating Officer

Terence G Kenneally
Terence G. Kenneally,
General Counsel

APPROVED: Robert B. Davis
Robert B, Davis
General Manager

Attachments

STAFF SUMMARY

Date: June 13, 2025 File# L-562

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<tr><td colspan="2">TO:</td><td colspan="2">FOR:</td><td>FROM:</td></tr>
<tr><td>X</td><td>General Manager</td><td>X</td><td>Vote</td><td>Dept.: General Counsel
Author: Terence G. Kenneally</td></tr>
<tr><td>X</td><td>Board Members</td><td></td><td>Information</td><td>Subject: Tentative New Collective Bargaining Agreement with District No. 1 – PCD, MEBA (AFL-CIO) ("MEBA")</td></tr>
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<u>PURPOSE</u>:

To obtain ratification of tentative new collective bargaining agreement with District No. 1 – PCD, MEBA (AFL-CIO) ("MEBA") governing the terms and conditions of employment for the Authority's licensed engineering officers, as described in this staff summary and the attached tentative agreement.

<u>BACKGROUND</u>:

On May 21, 2025, the Authority and MEBA reached a tentative agreement for a new three-year collective bargaining agreement for the Authority's licensed engineering officers, retroactive to the expiration of the previous agreement at midnight on July 26, 2024. A red-lined version of the tentative agreement that shows the proposed changes from the previous agreement is attached. If it is ratified by the Members and the employees in the bargaining unit:

1. The Authority's overall cost of compensation for the licensed engineering officers will increase by 10.20% the first year of the agreement, 12.27% the second year of the agreement and 11.82% the third year of the agreement, allocated as follows (and as also shown on the attached spreadsheet):
   (a) Beginning July 26, 2025, there will be a 1.0% increase in the Authority's contributions to each licensed engineering officer's MEBA Money Purchase Plan Benefit Plan account. On July 25, 2026, there will be an additional 1.5% increase in the Authority's contributions to each licensed engineering officer's MEBA Money Purchase Plan Benefit Plan account. The amount of the Authority's contributions as of July 25, 2026 will be 7.50%. (Section 14.2).
   (b) The licensed engineering officers will receive annual wage increases of 10% (retroactive to July 27, 2024, and 12% per year for each of following two (2) years of the agreement. (Sections 6.3 and 9.2).
   (c) The licensed engineer officers will continue to pay 20% of the contributions the Authority pays to the MEBA Medical and Benefits Plan for their medical coverage. The Authority's contributions to the MEBA Medical and Benefits Plan will increase by 4.0% (retroactive to July 27, 2024) and 4.0% per year for each of following two (2) years of the agreement. (Section 14.1(A)).

2. The Authority also has revised its policy towards engineers' compensation when a vessel is cancelled for more than twenty-four (24) hours. Previously, the Authority paid the relief engineer coming on watch as an incentive for the relief to report to the vessel after it returned to operation following the lifting of the cancellation period. This arrangement did lead to engineers on watch foregoing pay even though they continued to work on the cancelled vessel. To avoid any Wage Act issues, the Authority revised this provision to compensate the mariner on watch as opposed to compensating his or her relief. The Authority also agreed to pay subsistence to employees when a vessel is canceled for twenty-four hours or more (Section 8.9).

3. Finally, the Authority agreed to increase the long-term disability of sixty-six and two-thirds percent (66-2/3%) of the wages in the highest category worked, to a maximum of ten thousand dollars ($10,000.00) per month, which will be paid to a regular licensed engineer officer, who is unable to work due to either a job related or a non-job related accident or illness. (Article 14.4).

4. The Authority agreed to cover the cost of any and all training and fees associated with obtaining, maintaining and renewing a Massachusetts forklift certification, including, but not limited to, obtaining a hoisting license issued by the Massachusetts Department of Public Safety (DPS) and any associated DOT physical and continuing education classes. This change addresses operational concerns where licensed operators are few in the Authority's current ranks. (Section 22.3).

5. The Authority agreed to modify its safety shoe reimbursement policy where employees may roll over any unused amount of the $150.00 yearly allowance to the following year up to a total maximum allowance of $300.00. (Section 25.4).

RECOMMENDATION:

Management recommends that the Members vote to authorize the General Manager and Director of Human Resources to:

1. execute the tentative new collective bargaining agreement with MEBA governing the terms and conditions of employment for the Authority's licensed engineers, as described in this staff summary; and

2. take all necessary and appropriate actions to implement and fulfill the Authority's obligations under the new agreement.

Mark K. Rozum,
Treasurer/Comptroller

Janice L. Kennefick,
Director of Human Resources

Terence G. Kenneally,
General Counsel

Mark H. Amundsen,
Chief Operating Officer

APPROVED:

Robert B. Davis,
General Manager

Attachments