

MSBEA CONTRACT for 2007 - 2009

CHANGE HIGHLIGHTS FROM THE 2004 - 2006 CONTRACT

The following is a synopsis by Article of the changes your negotiating team and the Borough have tentatively agreed to in reaching a new Agreement. We urge you to read the whole contract and contact the members of the negotiating team if you have any questions.

Changes to the enclosed contract are annotated so that you may more easily identify them. Words, sentences or paragraphs which are **highlighted and underlined**, denotes **new language** in the contract. Words, sentences or paragraphs which have a ~~single line through them~~, denote language which has been deleted from the current contract.

ARTICLE 1

Purpose and Recognition

Housekeeping changes included the corrected the titles in the list of classifications which are included in the bargaining unit. The changes identify that the MSBEA represents all new positions except as stated in Section D. including those to be created at the Port to support and operate the new ferry terminal.

ARTICLE 2

Definition of Terms

Added definition of "just cause".

ARTICLE 3

Terms of Agreement, Further Agreements

The contract will last three years and expire on December 31, 2009.

ARTICLE 4

Personnel Rules

No Changes.

ARTICLE 5

Rights of Employees, Prohibited Acts

No Changes.

ARTICLE 6

Savings Clause

No Changes.

ARTICLE 7

Association Status

House keeping changes and a new provision which insures that requests for information by employees and the MSBEA are to be provided at no costs to the requestor.

**ARTICLE 8
Association Activities**

No Changes.

**ARTICLE 9
Employee Obligations**

The change in this article requires that employees who will be late or absent must call in to their supervisor not later than 30 minutes before the start of their shift.

**ARTICLE 10
No Strike Clause**

No changes.

**ARTICLE 11
Non-Discrimination**

No Changes.

**ARTICLE 12
Employee Categories**

Requires the Borough to ask the MSBEA if an on-call employee is to work more than 1000 hours in a 12 month period. If the on-call is allowed to work in excess of 1000 hours, then they must receive certain additional benefits, but healthcare has been removed as one of the benefits. If the on-call employee works more than 1000 hours, this new provision excludes them from becoming an MSBEA member.

The classification of "seasonal" employee has been deleted from the contract, and may not be used by the Borough.

A new classification of employee has been added to the contract entitled "Emergency Responder". If an emergency Responder works 1820 hours or more in a 12 month period, then a permanent/full time position will be created and become part of the MSBEA.

**ARTICLE 13
Grievance Procedure**

A new provision says that an Arbitrator will determine whether a grievance is arbitrable, but that either the Borough or the MSBEA can appeal the arbitrability decision to the courts.

**ARTICLE 14
Classifications and Reclassifications**

Now clarifies that if your position is reclassified, you will move to the new range at your current step or a higher one which will result in at least a 5% increase. The job classification must be signed by the employee, the supervisor, the department head and HR to enter the classification system.

**ARTICLE 15
Job Descriptions**

No Changes.

**ARTICLE 16
Mandatory Professional Certifications**

No Changes.

**ARTICLE 17
Seniority**

No Changes.

**ARTICLE 18
Recruitment, Promotion, Demotion, Layoff and Rehire**

Extends the time an MSBEA member must be notified of layoff from 20 to 30 days.
The Borough may not replace existing bargaining unit positions. However, all proposals to contract out services for a prolonged or permanent period, must be costed out and compared to the costs of MSBEA members performing the work. MSBEA must be given the opportunity to review the proposal once it is completed before it may be implemented.

**ARTICLE 19
Performance Evaluations**

No Changes.

**ARTICLE 20
Employee Records**

No Changes.

**ARTICLE 21
Discipline and Discharge**

No Changes.

**ARTICLE 22
Nepotism**

No Changes.

**ARTICLE 23
Safety**

No Changes.

**ARTICLE 24
Elections**

No Changes.

**ARTICLE 25
Pay Days**

Now provides that all employees will be allowed to have up to 5 electronic transfers made from wages under certain conditions.

**ARTICLE 26
(Reserved)**

No Changes.

**ARTICLE 27
Protection of Rights**

No Changes.

**ARTICLE 28
Training**

No Changes.

**ARTICLE 29
Leave of Absence**

Section C. was added for MSBEA members may now apply for and receive bereavement leave.

**ARTICLE 30
Family and Medical Leave**

No Changes.

**ARTICLE 31
Vehicle Usage**

No Changes.

**ARTICLE 32
Tools**

No changes.

**ARTICLE 33
Damaged or Stolen Property**

No changes.

**ARTICLE 34
Non-War Military Duty Absence**

Housekeeping changes to keep current with most recent laws.

**ARTICLE 35
Severe Weather and Hazardous Conditions**

No Changes.

**ARTICLE 36
Resignation**

No changes.

**ARTICLE 37
Termination Pay**

No Changes.

**ARTICLE 38
Acting Appointments**

No Changes.

**ARTICLE 39
Hours of Work and Overtime**

One housekeeping change. Standby or on call pay will now be paid for holidays the same as weekend days.

**ARTICLE 40
Shift Differential**

No changes.

**ARTICLE 41
Probationary Period**

No Changes.

**ARTICLE 42
Vehicles**

Now defines a "serious violation" which could result in the loss of driving privileges while on duty.

**ARTICLE 43
Paid Holidays**

No Changes.

**ARTICLE 44
Personal Leave**

Grants the right of brand new employees to "borrow" and use up to 2 days of leave during their probationary period.

House keeping and clerical corrections clarify the existing language.

If an employee is absent without authorization for one day or more, the Borough Manager must authorize the denial of leave accrual for the pay period.

**ARTICLE 45
Insurance**

Several changes are included in this article. The amount that full time employees must contribute is listed in the contract at \$120 the first year, and increase in years 2 and 3

by \$5 each year. The amount that part time employees must pay if they choose to participate in healthcare remains the same as it has been.

The healthcare committee may now recommend changes to the Borough Manager in mid contract, if a majority of members vote to do so.

ARTICLE 46
Salary Increases

The salary schedule will be expanded to add a step "M". It also provides for a step increase 2 years after a member reaches step M.

The salary schedule will be increased by 3% the first year, 3½% the second year and 4% the third year of the contract.

The definition of "anniversary date" has been spelled out in the contract, but does not represent any change in practice.

ARTICLE 47
Travel and Per Diem Payments

No changes.

ARTICLE 48
[Reserved for future use]

No Changes.

ARTICLE 49
Complete Agreement

No Changes.

ARTICLE 50
Successors

No Changes.