

SUMMARY of Changes and Additions to
Contract Articles & Memorandums of Agreement
for 2009-2011 MSEA-SEIU Local 1989 EXECUTIVE BRANCH CONTRACTS

1. Term of Agreement ‘Evergreen Clause’

This item will keep the terms and conditions of the contract in full force after the expiration date and requires a 90 day advance written notice to terminate which cannot be given prior to the expiration date.

2. MOA for Re-Opener

Allows parties to re-open negotiations; if there is a surplus of funds in Personal Services Savings, or anytime between 1/1/10 – 6/30/10, or if the State re-opens with any other bargaining unit – for the purpose of bargaining over benefits that were reduced by Public Law, Chapter 213, Section SSS-4 (Merits & Longevity).

3. Conclusion of Negotiations ‘Zipper Clause’

Deletes the language that says ‘this is the entire Agreement, terminates all prior Agreements or understandings’. This recognizes that the parties have MOAs in effect that supplement the contract.

4. MOA Labor/Management Committee re Collective Bargaining

This committee will discuss the process for negotiating successor collective bargaining agreements.

5. MOA Preservation of Bargaining Unit Positions

State commits to give notice & discuss with the union plans for layoffs due to budget shortfalls.

6. MOA Contracting Out

State commits it will not contract out work that would have been performed by a state employee on a scheduled government closure day during FY10 and FY11.

7. Labor Management Committee Agenda Item Regarding Contracting Out

Creates a standing agenda item for Department Labor/Management Committees regarding plans to contract out work that was previously or is currently performed by bargaining unit members.

8. Relocations

Provides relocated employees an additional option. When an employee is reassigned under the Relocation article to a new work location, he/she will have the option, in lieu of relocation, to have recall rights under the Seniority Article as though he/she were laid off as of the effective date of the reassignment.

9. Non-Discrimination

Adds ‘sexual orientation’ and ‘protected union activity’ to the non-discrimination article.

10. Labor/Management Committee regarding Selection Process

This L/M Cmte is to study the selection process used to fill positions in Maine State Government through promotion and to report back to the parties by April 1, 2010.

11. Salary Schedule Progression

This adds to the Compensation Article subsection on Salary Schedule Progression the process that can be used to appeal a denial of a merit increase. Prior to this the contract just referred to the procedures developed under the 1978-1980 Agreement. This will actually spell out the process in our contract.

12. MOA Reclassification – Expedited Appeal Pilot Process

Extends this prior MOA throughout the term of this agreement and clarifies some minor aspects of the process.

13. Grievance Procedure

- 1) Adds the Tri-Partite Arbitration Process into our agreement, which will make it clear that it is not necessary for us to receive a 3rd Step answer prior to filing for arbitration.
- 2) Allows us to file grievances directly to Step 2 if the grievant's immediate supervisor had no involvement in the action or decision giving rise to the grievance.

14. MOA Grievance Procedure

- 1) Commit to try to create systems that will enable the parties to resolve grievances within the established timeframes
- 2) Agree to meet to develop new scheduling practices
- 3) Implement new systems mutually agreed upon

15. Discipline

Adds a new step 'written warning' to the progressive discipline process. The steps will now be: oral reprimand, **written warning**, written reprimand, suspension, demotion, dismissal.

16. Personnel Files

- 1) Deletes language 'provided that such copies shall be provided at the employee's expense'
- 2) Adds written warning to the language
- 3) Says that records of reprimands, written warnings and preventable accident reports shall be deemed removed from the personnel files after 3 years from the date of the occurrence provided that the employee has had no further preventable accidents or further discipline since that date.

17. Appendix A

Adds the following classifications (some with locations & Bargaining Unit) to Appendix A to be eligible to receive the direct care stipend; Accounting Assistant (MSP Industries Program – Admin BU), Accounting Associate I (MSP Industries Program – Admin BU), Staff Accountant (MSP Industries Program – Pro Tech BU), Mental Health Program Coordinator (Pro Tech BU), Clinical Social Worker (Pro Tech BU), Director of Security (MCC – Pro Tech SSU), Corrections Unit Manager (CCF – Supv BU), Substance Abuse Program Specialist (MSP – Pro Tech BU), Correctional Building Custodian (MSP – OM&S BU), Inventory & Property Associate I (Admin BU), Classification Officer (DCF – Pro Tech BU), Assistant Classification Officer (Pro Tech BU)

18. MOA Appendix A

The parties agree that (1) as soon as funding to do so becomes available, the State will pay the direct care stipend to Office Associate II (MV & LC – Admin BU) & Education Specialist II (MV & LC – Pro Tech BU), and (2) the State will seek funding for this purpose as soon as possible.

19. Dues Deduction

Allows voluntary contributions to PASER to be payroll deducted upon successful implementation of the State's new payroll system.

20. Employee Data

State agrees to provide MSEA with an electronic computer file of employee information on a weekly basis.

21. Permanent Seasonal Employees

The Seniority Article for Permanent Seasonal Employees now limits the exercise of all rights to the unit division for seasonal positions of 15 weeks or less in the Dept of Conservation only. The intent is to allow for quicker filling of vacancies in the parks during the summer in jobs mostly filled by college students and teachers on break. This clause is only in effect thru June 30, 2011, so it will have to be re-visited during next negotiations if it is to continue into the next agreement.

BARGAINING UNIT SPECIFIC

22. MOA Revenue Agent Out of State Travel

(Classifications related to Pro Tech BU & Supv BU Only)

Parties agree to meet in an effort to resolve concerns regarding compensation of Revenue Agents, Senior Revenue Agents, and Principal Revenue Agents while traveling out of state for the purposes of performing MRS audits.

23. Labor/Management Committee regarding Snow Fighters

(OM&S BU Only)

L/M Cmte concerning the availability of employees who are responsible for plowing roads during the winter season. They shall meet and complete their work prior to the 2009/2010 winter season.

24. Computer/Video Interface Operators

(Supv BU Only)

Specifies which Clerk IVs in the Supervisory Unit are eligible for this benefit & increases the amount Supervisors can receive for eyeglasses from \$75 to \$100, and \$125 to \$150 for bifocals/progressives.

25. Work Clothing

(OM&S BU Only)

- 1) Increases the Work Clothing Allowance from \$100/yr to \$125/yr for the classifications listed in Article 71 subsection 11 of the OM&S Agreement
- 2) Adds Highway Worker Equipment Operator to the above classifications to receive the allowance.

26. Compensation – Institutional Firefighters (Pro Tech BU Only)

Deletes the word ‘departments’ and replaces it with **institutions** in the sentence: “Employees must meet all related training requirements set forth by their respective ~~departments~~ **institutions** to be eligible for this stipend.” (This was done because the departments do not set the training requirements - the institutions do.)

27. Leave for Negotiations (Supv BU only)

Adds the President and Vice President of MSEA-SEIU, who were inadvertently left out of the Supervisory Agreement but appear in all three other contracts.

SMALL TABLE ITEMS

28. Dept of Agriculture

Added the Egg/Poultry Inspectors (Pro Tech) to the list of classifications getting the benefits provided under the Computer/Video Interface Operators Article.

29. Baxter State Park MOA

- 1) Agree to modify schedule so stewards can attend training during work days when possible
- 2) Provide warm weather clothing to Campground Ranger and Gatehouse Attendants on an as-available basis
- 3) Provide orange vests during bird season to Rangers and work gloves to Rangers & Gatehouse Attendants. Will attempt to secure funding for boot allowance for Rangers.

30. Capital Police

Uniform Maintenance Allowance – gives Capital Security Police Sergeants \$65 per month as long as required to utilize an all wool or wool blend uniform.

31. Dept of Environmental Protection MOA

Gives Chief Meteorologist & Senior Meteorologist one hour of comp time for each weekend worked, for a total of no more than 52 hours per year.

32. DHHS MOA

Nurse IVs assigned to Dorothea Dix and Riverview Psychiatric Centers who are required to work a full shift or shifts for the purpose of providing nursing coverage will be permitted to adjust/flex their work schedules within the applicable 2 week pay period to the extent that these additional shifts can be counted toward their biweekly 80 hour schedule.

33. Department of Corrections Juvenile Teachers MOA

Updates and amends the Juvenile Teachers MOA to ensure that stipends for extracurricular activities and professional committee participation will be paid at MVYDC in the same manner as at LCYDC.

34. Department of Transportation

- 1) Increases Tool Allowance in Article 65 subsection 4 of OM&S Agreement from \$200/yr to \$250/yr
- 2) Increases Safety Footwear allowance in Article 60 of OM&S Agreement from \$120 to \$145

35. Ferry Service

- 1) Adds ‘significant other’ to the Passes and Telephones Article - Ferry Service
- 2) Creates a Labor/Management Committee to discuss the restoration of TV services to crew quarters
- 3) Creates a Labor/Management Committee to review/discuss ways to improve the efficiencies and effectiveness of the Maine State Ferry Service

36. Inland Fisheries and Wildlife Maine Warden Service MOA

Game Warden Lieutenants will be assigned on a rotating basis for weekend duty officer detail, and those who are designated duty officer on Saturdays and Sundays will receive 3 hours Comp Time at the 1 ½ time rate for each weekend day while in duty officer status.

37. OIT

OIT employees who are not eligible for overtime pay and are instructed by the Director of OIT to be in standby status shall receive 2 hours of straight time pay for each weekend day or **holiday** when on standby and available. (Adds holidays)

38. Public Safety – Crime Lab – Statement of Commitment

Allows Crime Lab personnel access to services provided by the Maine State Police Critical Incident Stress Debriefing team.

HOUSEKEEPING ITEMS

39. Housekeeping

Parties agree to make housekeeping changes to all contracts

40. Housekeeping Change in Specified Memoranda of Agreement

Substitutes date of June 30, 2011 for June 30, 2009 in the following MOAs:

- 1) Transportation Investigators (Admin BU)
- 2) Medical Examiner Assistants (Pro Tech BU)
- 3) Motor Carrier Inspectors (Pro Tech BU)
- 4) Transportation Investigator Supervisors (Supv BU)

41. Language to integrate the Admin Pay Study (Admin BU only)

Adds a bullet #6 to the Seniority Article subsection A, to crosswalk the language based on the Admin Pay Study in the definition section

42. Delete Ferry Service Sliding Scale

Deletes language in Compensation articles under overtime (Admin, Pro Tech, and Supv BU only) that said 'and Ferry Service employees compensated for overtime on a sliding scale basis' – this language is no longer applicable.

43. Delete Compensation Overtime language subsection #9 Pro Tech & subsection #7 Supv

Deletes language requiring the State to furnish lists of hourly rates of overtime pay for Ferry Service employees & that the lists shall be posted at Ferry Service Terminals, employee housing and crew areas on the Ferry – this language is no longer necessary.

44. Changes wording about (MS-TAMS) to 'Automated System' - Vacation

Updates the wording related to (MS-TAMS) to 'Automated System' regarding Vacation article

45. Changes wording about (MS-TAMS) to 'Automated System' – Sick Leave

Updates the wording related to (MS-TAMS) to 'Automated System' regarding Sick Leave article

46. Computer/Video Interface Operators (Admin BU only)

Deletes and adds language to apply to the proper classifications.

47. Computer/Video Interface Operators (OM&S BU only)

Deletes and adds language to apply to the proper classifications.

48. Bereavement Leave

Adds an easy to read and understand table of the benefits in the article.