



SUMMARY of CHANGES for KBEA AGREEMENT

Changes to the Agreement are summarized by Article below. The accompanying Tentative Agreement includes track changes so the reader can readily identify the specific changes.

ARTICLE 1: RECOGNITION

No Changes

ARTICLE 2: DEFINITION OF TERMS

Addition of the terms "Career Ladder Positions." The term is used in Article 18 for the purposes of Promotion/Vacancies. See Article 18.

ARTICLE 3: TEMPORARY EMPLOYEES

Housekeeping changes. Temporary Employees at North Pen Rec working in excess of 1040 hours shall be eligible for health insurance benefits. The time on temporary project appointments has been reduced from 7 months to 6 months. The exception for North Pen Rec on the use of temporary Employees in excess of 18 consecutive months has been deleted. North Pen Rec will be treated as all other service areas in the Borough.

ARTICLE 4: NONDISCRIMINATION

Section regarding illegal discrimination is no longer subject to the grievance procedure. Employees may use the internal complaint procedure or go directly to an outside agency, or lawsuit to address illegal activities. New anti-bullying language has been added, allowing members a way to address hostile, humiliating, or intimidating work environments, even if not in a protected class.

ARTICLE 5: ASSOCIATION ACTIVITIES

No Changes.

ARTICLE 6: MANAGEMENT RIGHTS

Housekeeping Changes (rearranged some paragraphs). Deleted the language of the Association approving policies. The Association has never approved Borough policy, but does give their input. The Borough is not required to make the changes KBEA recommends.

ARTICLE 7: SECURITY OF THE PARTIES

Changed title to Association Rights and Responsibilities. Housekeeping Changes. KBEA Employee Representatives will not have their hours representing members count towards over-time. Changed the term "Association Leave" to "Union Business Leave" this matches how payroll tracks the leave. The time required to request the leave was extended from 2 days to 7 days. Union leave cannot be taken if the Department is unable to provide the basic Borough services in their absence. KBEA Business Leave, housekeeping change. Changed the name for better tracking. If KBEA's use of Borough meeting spaces adds an additional cost to the Borough, KBEA will be responsible for paying the extra costs. Section 7 – Included the use of Borough email for KBEA use. This is still subject to Borough email policy. The use of Borough office equipment is no longer guaranteed, but up to the Borough to authorize use.

ARTICLE 8: STRIKE/LOCKOUT

Deleted "picketing" to the Article. Members have the right to informational picketing in accordance with their Constitutional rights.

ARTICLE 9: PROTECTION OF RIGHTS

Added statement of Employee's rights and the Borough's responsibility to protect those rights. Deleted/moved language regarding damage to Borough property, please see Article 28 for the new language.

ARTICLE 10: LEGAL ASSISTANCE

Title Changed: to Employee Indemnification. The Article has been rewritten but no change in intent.

ARTICLE 11: NEPOTISM

Added language to define limitations with hiring and working with family members. No change in current practice.

ARTICLE 12: HOURS OF WORK

Redefined a standard workweek to reflect the current practice of a 40-hour week in eight-hour increments. Alternate schedules are still allowed. Added language that no standard shift will be less than 3 consecutive hours in a workday. Shift assignments will be by reverse departmental seniority. Reworded 911 bid shifts to accommodate the transition from joint State Borough Employees and Borough taking over all 911 operations. Vaping was added to the smoking regulations. "Work Week" subsection changed to "Schedules". Pay period definition corrected. Alternate work schedules may be worked by a written agreement between the Employee and supervisor. Schedule changes need 30 calendar days' notice

prior to implementation. Deleted language allowing part-time Employees to waive any benefits in the contract.

ARTICLE 13: EMPLOYEE RECORDS

Retention and removal of performance and disciplinary records have been rewritten. The language is and has been the current practice of the Borough. Arguments regarding disciplinary issues over 24 months old, used against an Employee, could be used in defense under the grievance procedure. Letters of Reprimand or other disciplinary documentation will not be removed from HR after 24 months to be placed in Legal.

ARTICLE 14: PROBATION PERIOD

Employees working in a temporary position will not automatically have their time credited towards their initial probationary period with the Borough. Credit will be subject to the position and the department head. Probation into a lateral job outside of an Employee's current job family will be subject to the probation period. Employees rehired within 18 months will not be required to complete probation as long as it is in the same job family.

ARTICLE 15: ANNIVERSARY DATE

Deleted the language where anniversary date changed after 3 months of medical or maternity/paternity leave. This change brings the contract in accordance with current law.

ARTICLE 16: PERFORMANCE EVALUATIONS

No Change.

ARTICLE 17: MERIT PRINCIPLES

No Change.

ARTICLE 18: PROMOTION, TRANSFER, DEMOTION

Deleted language requiring vacancies to be physically posted in buildings. All posting are emailed to current Borough Employees. The internal posting period has been reduced to seven calendar days, but members may also apply during external posting periods. The Borough is no longer required to hire a member if 2 or more qualified members apply for the job. However, all qualified Employees will be interviewed either during the internal posting or at the same time as external applicants. Any member applying for a position that does not meet the minimum qualifications will be notified by Human Resources; if they do not meet the minimum qualifications and given an opportunity to clarify and or reapply. Members may be promoted without posting a vacancy if they are in positions that have a career ladder. (Defined in Article 2). An example of a career ladder is a position numbered I, II or III. Administrative testing requirements, such as typing tests, will be done at the Borough. If an Employee is to be transferred or their assignments are to be reassigned from one department or another, the Employee shall receive 20 calendar

days' written notice. Added language prohibiting an Appendix A position from displacing a Bargaining Unit Member.

ARTICLE 19: SENIORITY

Deleted language about losing seniority during medical or maternity/paternity leave. Department seniority shall be used for leave and shift bids.

ARTICLE 20: LAYOFF AND RETURN RIGHT

Timelines added in the event of layoffs. The Borough will meet with the Association 14 days before giving notice to Employees. Employees will be given at least 30 calendar days' notice (or pay in lieu of notice). Bumping rights for Employees will be Borough-wide. Currently bumping is limited to department or service area.

ARTICLE 21: RESIGNATION/TERMINATION

No Changes.

ARTICLE 22: JOB DESCRIPTIONS

Housekeeping Changes.

ARTICLE 23: JOB CLASSIFICATIONS AND PAY PLAN

Classification, no changes.

Wage Scale on Appendix B will increase by 2% on July 1, 2020. The scale will increase by an additional 2% on July 1, 2021. The scale will increase an additional 1.5% on July 1, 2022. Members at the end of the scale will receive a lump sum of \$750 for each two years of service following the date of they reach Step 12 for a maximum of three lump sum payments. There are no lump sum pay outs in the contract. Deleted from contract: The Borough may offer retirement incentives during the life of the contract. Paramedic I Pay will increase one step. The difference between EMT III/ACLS and Paramedic are now equal to one step. Asbestos removal certified. Employees will receive a stipend of \$200 a year after their recertification. Employees or new hires that become certified while at the Borough shall receive a one-time stipend of \$100 after completion of the certification. The \$5.00 flight stipend has been deleted.

ARTICLE 24: PAY PRACTICES

Changed requirements on payroll overpayments from a required "not less than 10% of the balance owed" to "normally." Allowing for negotiations with the Borough, Association and member to take place in extreme cases. Overpayments caught immediately will be addressed as quickly as possible. The Association will only be notified when the overpayment is substantial or unusual.

ARTICLE 25: DISCIPLINE

Housekeeping Changes. Added language to ensure members are notified of the subject matter or allegations before an investigatory meeting.

ARTICLE 26: GRIEVANCE/ARBITRATION PROCEDURE

Added language requiring grievances to include Article(s) numbers, date of violation, facts of the allegations, and the remedy sought by the grievant. Ensured grievances are filed with a Borough supervisor outside of the bargaining unit. Changed the timelines on grievance filings to 14 calendar days to be consistent throughout the Article. Grievances and responses may be delivered electronically.

ARTICLE 27: TRAINING

Clarified that Employees required to take training will be in paid status. The Borough may make temporary changes in an Employee's schedule to accommodate mandatory training time. Employees attending training must attend all of the training. The Borough is not required to pay for an Employee to retake a required training if the Employee fails the training, and the Employee may be ineligible for continued employment for failing to pass/complete required training. Training under the grant program may, at the discretion of the Borough, attend training during work hours. Schedules may be modified in order to accommodate the Employee.

ARTICLE 28: SAFETY, UNIFORMS, EQUIPMENT

Added language on replacement of broken or damaged safety glasses that clarifies "through normal use." 56 Hour Employees will no longer receive the maintenance allowance (\$78 per year) for their uniforms. The Borough will be responsible for the repair or replacement of their uniforms. When an Employee chooses to use their own property in lieu of Borough provided equipment, the Borough will not reimburse the Employee in the event of loss or damage. The Employee will only be held financially responsible for a stolen or damaged property when the Employee is grossly negligent or deliberately damaged the property. Deleted the three-strikes clause in Article 9. If a member has a number of accidents causing damage to property, the Employee may be subject to discipline up to and including termination. Requirement Employees immediately notify their supervisor of safety hazards. Added the language from the drug and alcohol-free workplace policy. Added a new section regarding "on the job injuries," outlining timelines for reporting and responsibilities of the Employee to report injuries.

ARTICLE 29: OVERTIME, STNABY, CALL-BACK, SHIFT ASSIGNMENTS

Doubled the amount of comp time allowed for both 40 hour and 56-hour Employees.

ARTICLE 30: LEAVE AND HOLIDAYS

Added language stating current practice for 56-hour Employees scheduling their annual leave. Added language allowing 56-hour Employees to payback tour trades with annual leave donations.

ARTICLE 31: INSURANCE, RETIREMENT

Spousal Health Coverage Opt-Out Surcharge, increased to \$150 per month, beginning in January 2021 for the life of the contract. The Traditional Plan will be eliminated on January 1, 2021. All Employees will be moved to the current High Deductible Health Plan. The plan along with the prescription benefits, will remain the same throughout the contract. All Employees who qualify will be afforded a Health Savings Account (HSA). The Borough will deposit \$1000 for each Employee only or \$2000 for each Employee and any other family member on January 1, of each year. The Employee may contribute to the HSA in accordance with IRS regulations. The HSA belongs to the Employee and is portable (goes with the Employee at termination). Employees who do not qualify for an HSA will be offered the current HRA with the same amounts deposited in the account. The Maximum Out of Pocket Outside of PPO Network has been capped at the same amount the old Traditional Plan is capped. The Employee health care contributions for the High Deductible Health Plan will remain at the current 2019 rates throughout the life of the contract. A new section has been added. We added another KBEA participant to the Health Care Committee and laid out the duties and expectations of the committee to include communications with the KBEA membership regarding the plan and particularly the issues with PPO's and plan communication or lack thereof.

ARTICLE 32: PHYSICALS

No Change.

ARTICLE 33: REIMBURSABLE EXPENSES

Lunch meal allowance for working 6 hours of overtime has been deleted. Employees working outside the 30-mile radius will continue to receive their meal allowance whether on straight time or overtime.

ARTICLE 34: ARTICLE OUTSIDE EMPLOYMENT

No Change.

ARTICLE 35: LEGAL TRUST FUND

Article Deleted. The Legal Trust Benefit will end on June 30, 2020.

ARTICLE 36: SAVINGS CLAUSE

No Change.

ARTICLE 37: PRINTING OF THE AGREEMENT

No Change.

ARTICLE 38: CONCLUSION OF COLLECTIVE BARGAINING

Added language memorializing Letters of Agreements and Memoranda of Understanding may be signed during the life of the contract.

ARTICLE 39: SUPERSEDING EFFECT OF THIS AGREEMENT

No Change.

ARTICLE 40: DURATION OF THIS AGREEMENT

Three-year agreement July 1, 2020, through June 20, 2023.

ARTICLE 41: EXECUTION

Signatures will be added after ratification from members and the assembly.

APPENDIX A: EXCLUDED POSITIONS

Added three positions to Appendix A through Letters of Agreement over the last 4 years: Plating Manager, Planning, Program Manager, Office of Emergency Management, and Fire Marshall, Emergency Service.

APPENDIX B: WAGE SCHEDULE

Schedules reflect: 2% increase on July 1, 2020. 2% increase on July 1, 2121. 1.5% increase on July 1, 2022.

APPENDIX C: FIREFIGHTER O.A.P.

Charged Hose Drag changed from 1 ½ inch charged hose to 1 ¾ inch charged hose. Changed High Volume Hose Pull from 5-inch hose to LDH hose that weighs between 100 and 105 pounds. Simulated Tool Carry, housekeeping change.