

# **KBEA CONTRACT 2016 - 2019**

## **CHANGE HIGHLIGHTS FROM THE 2013 - 2016 CONTRACT**

TA = Tentative Agreement

Changes to the enclosed contract are annotated so that you may more easily identify them. Words, sentences or paragraphs which are underlined, denote new language in the contract. Words, sentences or paragraphs which are ~~lined out~~, denote language which has been deleted from the previous contract.

### ARTICLE 1 - RECOGNITION

No changes.

### ARTICLE 2 - DEFINITION OF TERMS

The proposed contract removes "On-Call" from the definitions, as this status is no longer in use at the Borough (Fire Service Areas). Adds "Volunteer" and defines that status. Clarifies "Travel Status" as a required-training term.

### ARTICLE 3 - TEMPORARY EMPLOYEES

The proposed contract removes references to "On-Call" 56-hour Employees.

### ARTICLE 4 - NONDISCRIMINATION

No changes.

### ARTICLE 5 - ASSOCIATION ACTIVITIES

No changes.

### ARTICLE 6 - MANAGEMENT RIGHTS

No changes.

### ARTICLE 7 - SECURITY OF THE PARTIES

The proposed contract eliminates the requirement of having one Employee Representative for each department.

### ARTICLE 8 - STRIKE/LOCKOUT

No changes.

### ARTICLE 9 - PROTECTION OF RIGHTS

No changes.

### ARTICLE 10 - LEGAL ASSISTANCE

No changes.

### ARTICLE 11 - NEPOTISM

The proposed contract adds "parents-in-law" and "children-in-law" to the definition of family in the cases of hire or promotion.

### ARTICLE 12 - HOURS OF WORK

No changes.

### ARTICLE 13 - EMPLOYEE RECORDS

No changes.

### ARTICLE 14 - PROBATION PERIOD

No changes.

### ARTICLE 15 - ANNIVERSARY DATE

No changes.

### ARTICLE 16 - PERFORMANCE EVALUATIONS

No changes.

### ARTICLE 17 - MERIT PRINCIPLES

No changes.

#### ARTICLE 18 - PROMOTION, TRANSFER, DEMOTION

Specifies the type of pay frozen (rate) in the event of an employee transfer as a result of bumping.

#### ARTICLE 19 - SENIORITY

Removes credit for temporary work toward seniority for those employees hired after July 2016. It further changes the definition of departmental seniority to include only that time accrued in continuous employment in a department.

#### ARTICLE 20 - LAYOFF AND RETURN RIGHT

Requires that employees in Lay Off status who wish to return to temporary openings must be qualified for those roles prior to placement.

#### ARTICLE 21 - RESIGNATION/TERMINATION

Clarifies the resignation process and definition of last-day-worked. Additionally, the proposal delineates the resignation/retirement process from the termination process (involuntary).

#### ARTICLE 22 - JOB DESCRIPTIONS

No changes.

#### ARTICLE 23 - JOB CLASSIFICATIONS AND PAY PLAN

Further defines the scoring process for payroll classifications.

Proposes the following changes with respect to wages:

- Increases wages on the first full pay period in July of 2016 by 1%
- Increases wages on the first full pay period in July of 2017 by .5%
- Increases wages on the first full pay period in July of 2018 by .5%  
(Current contract wages: 2.5% or CPI-U, whichever is higher)
- After making the above changes, in July of 2017 and 2018, employees would receive a \$750 lump **sum in the event** that the second half of the previous year's Anchorage CPI-U is 2.5% or greater.
- Employees in Step 12 of the pay table will receive a lump sum payment each two years beyond this step in the amount of 2% (equivalent to step amount, but as a lump sum). A maximum of three such payments (6 years) has been agreed.

Adds a designation of "Technical Rescue Team" pay to the 56-hour pro-pay recognitions in the amount of a \$500 stipend per year for those selected by the Chief for this team if not already compensated for Dive Pay.

#### ARTICLE 24 - PAY PRACTICES

Reduces the overpayment recognition from two years to one year. Additionally, overpayments will have a minimum re-pay per pay period of 10% until the amount is repaid.

#### ARTICLE 25 - DISCIPLINE

No changes.

#### ARTICLE 26 - GRIEVANCE/ARBITRATION PROCEDURE

No changes.

#### ARTICLE 27 - TRAINING

Increases the Career Development Grant from "up to" \$7,500 per year "up to" \$10,000 per year, but reduces the annual per-person grant to a maximum of \$1000.

#### ARTICLE 28 - SAFETY, TRAINING, EQUIPMENT

Reduces the safety glasses benefit from "annually" to upon hire and upon loss. Increases the clothing allowance for specific employees to \$8.00 per pay period (from \$6.25). Further, the proposal eliminates the annual distribution of 4 uniforms to Maintenance employees, and replaces the allocation with a 5-uniform-upon-hire/and replace-as-needed stipulation. KBEA will participate in the development of any changes to existing uniform policies.

#### ARTICLE 29 - OVERTIME, STANDBY, CALLBACK, SHIFT ASSIGNMENTS

Removes 'personal leave' and 'leave taken' from the overtime calculation for FLSA for 56-hour Employees.

Broadens the availability of compensatory time on an annual basis, and includes 56-hour emergency services employees at a replacement time value of 1.5. This provision sunsets with this contract.

Further defines the use of Volunteers as replacements for non-56-hour employees. Requires 30 days' notice to employees affected by an FLSA reclassification (exempt to non-exempt). Further defines requirement-to-work pay on regular days off for non-56 hour employees. Increases Stand-By status pay to 4.25 hours for 56-hour employees.

#### ARTICLE 30 - LEAVE AND HOLIDAYS

Requires Employees who serve jury duty to return to work if released from jury duty and will have at minimum two hours of the workday left. Updates "Injury Leave" to "Workers' Compensation Leave". Clarifies leave audiences and return-to-work procedures. Revises leave cash-in requirements to comply with administrative policy; avoids constructive receipt. Clarifies 'leave donation' practices to mean for medical/illness/FMLA purposes only. Assigns MLK Day as a floating holiday instead of a scheduled holiday for Maintenance employees. Updates Family and Medical Leave section to comply with updates in the law. Requires HR review and approval of return-to-work form prior to Employee's return from family leave to ensure limitations or clearance is agreed upon and per physician's orders.

#### ARTICLE 31 - INSURANCE, RETIREMENT

Removal of language now listed in the health plan document.

See attached summary for changes in the health plans (comparing previous contract health care provisions to this proposed contract.)

#### ARTICLE 32 - PHYSICALS

The Firefighter Occupational Assessment Procedures have been added to the contract in the form of Appendix C.

#### ARTICLE 33 - REIMBURSABLE EXPENSES

Non-commercial reimbursement has been increased to \$90 per night. "Other than" lodging has been increased to \$70 per night. Lunch per diem has been increased from \$14 to \$15. 56-hour meals have been increased from \$7.50 to \$8.50.

#### ARTICLE 34 - ARTICLE OUTSIDE EMPLOYMENT

No changes.

#### ARTICLE 35 – LEGAL TRUST FUND

Included requirement that KBEA annually reports amount used by borough employees.

#### ARTICLE 36 – SAVINGS CLAUSE

No changes.

#### ARTICLE 37 - PRINTING OF THE AGREEMENT

No changes.

#### ARTICLE 38 - CONCLUSION OF COLLECTIVE BARGAINING

No changes.

#### ARTICLE 39 - SUPERSEDING EFFECT OF THIS AGREEMENT

No changes.

#### ARTICLE 40 - DURATION OF THIS AGREEMENT

This contract is for 3 years and will expire on June 30, 2019. The next negotiations will have to begin in January 2019. This is so any changes in a future agreement can be incorporated into department budgets as soon as possible for the next year.

#### ARTICLE 41 - EXECUTION

No change in substance; reflects the current negotiators.

#### APPENDIX "A"

Housekeeping changes clarify the current positions in the Appendix A.

#### APPENDIX "B"

Wage schedule

#### APPENDIX "C"

Firefighter Occupational Assessment Procedures