

**AN AGREEMENT BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
AND ITS LOCAL UNION NO. 1670**

AND

THE CITY OF NEWARK, DELAWARE

APRIL 1, 2011 – MARCH 31, 2014

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AFSCME NO. 1670

AGREEMENT

Entered into this 27th day of September 2011 between the City of Newark, Delaware, hereinafter referred to as the Municipality, and the American Federation of State, County and Municipal Employees, AFL-CIO, and its Local Union No. 1670 hereinafter referred to as the Union, this Agreement shall replace the Agreement of 2008 between the parties.

ARTICLE I

1.0 PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Municipality and its employees covered hereby, to insure true collective bargaining, and to establish proper standards of wages, hours, working conditions and other conditions of employment.

1.1 UNION RECOGNITION

- A. The Municipality recognizes the American Federation of State, County and Municipal Employees, AFL-CIO and its Local No. 1670, as the sole and exclusive collective bargaining agent for the employees certified by the Department of Labor and Industrial Relations, State of Delaware for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment in accordance with Title 19, Delaware Code, Chapter 13, Part I (New Case No. 9, January 20, 1966 - New Case No. 9a, March 31, 1966).
- B. For the purpose of this Agreement, the term "employee" or "employees" shall include all hourly, non-supervisory employees working in the Water and Waste Water Department, the Electric Department, the Parks and Recreation Department, the Maintenance Division, the Street Division, the Refuse Division, the Police Department (custodial staff only), and the Planning and Development Department in the bargaining unit covered hereby and excluding all other employees in the Municipality.
- C. The Union agrees that it will not accept into membership in this bargaining unit employees of the Municipality in the above excluded category.

1.2 PAYROLL DEDUCTION FOR DUES

- A. The Municipality agrees to deduct the periodic union membership dues uniformly required by the Union as a condition of retaining membership in accordance with the Constitution and By-Laws of the Union from the pay of employees who individually and voluntarily certify that they authorize such deductions and who execute the "Authorization for Check-off of Dues" form.

- B. For the purpose of this Article, the term "dues" shall not be deemed to include any fine, assessment, contributions or other forms of payment required from the American Federation of State, County and Municipal Employees, AFL-CIO members.
- C. Union members who individually and voluntarily certify that they authorize such deduction assign to the American Federation of State, County and Municipal Employees, AFL-CIO, from wages earned or to be earned from the Municipality as an employee, the regular periodic dues as may hereafter be established and become due to the Union as said membership dues in the Union.
- D. The American Federation of State, County, and Municipal Employees, AFL-CIO and the Local Union jointly and separately agree to indemnify and save harmless the Municipality from any payments the Municipality may be required to make for the purpose of complying with the provisions set forth in Paragraph 1.2 A of this section.
- E. On or before the fifteenth (15) of each month, the Union shall deliver to the Municipality additional executed "Authorization for Check-off of Dues" forms under which union membership dues for the current month are to be deducted. Dues deductions shall be made from pay earned. Such withholdings shall be transmitted by the Municipality with a list of those from whom such deductions have been made, to the duly elected Treasurer of the Union not later than the tenth (10th) day of the following month.

1.3 MANAGEMENT OF MUNICIPALITY

The parties recognize that an area of responsibility must be reserved to the management of the Municipality if it is to function effectively. It is agreed that the following responsibilities of management are specifically reserved to management and are not subject to collective bargaining, except where any of them concern wages, salaries, hours, vacations, sick leave, grievance procedures and other terms and conditions of employment specifically defined in this Agreement:

The determination of the services and the standard of services to be rendered to the citizens of the Municipality; the determination of the Municipality's financial organization, policies and accounting procedures; the determination of the duties to be included in job classifications (it is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employees); the determination of the standards to be used in selection for employment; the sole right to hire; the determination of the number of men or women to be employed or retained in employment; the necessity for overtime and the amount of overtime required; the maintenance of discipline; the determination of methods, means, and personnel by which the City's operations are to be conducted; the fulfillment of all of its legal responsibilities; and all rights and responsibilities not specifically modified by this Agreement.

1.4 UNION SECURITY

- A. As a condition of employment, all employees covered by this Agreement shall, thirty (30) days after the date of execution of this Agreement, or in case of newly hired employees, six (6) months after the date of hiring, become members of the Union and remain members in good standing therein during the term of this Agreement by tendering the periodic dues uniformly required as a condition of acquiring or retaining membership.
- B. It is agreed that certain employees who may have strong personal convictions which would preclude them from becoming a member of any labor organization, may not be caused to become a member of Local Union No. 1670, AFSCME, as a condition of employment. It is further agreed that the Municipality or any of its foremen or other agents or representatives, will not in any manner attempt to influence a present or future employee in a decision on this matter.
- C. Any employee of this bargaining unit represented by Local 1670, AFSCME, AFL-CIO, who does not meet the requirements of the section concerning Union Security of the Agreement must fill out a form provided by the Municipality which sets forth the employee's personal convictions. A copy of this form shall be sent to the President of Local No. 1670.
- D. In the event of a dispute over this matter, it may become subject to the Grievance Procedure, including arbitration.
- E. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this Article.

1.5 UNION REPRESENTATION

- A. The employees in this bargaining unit shall be represented for the purpose of grievance adjustment by a grievance committee of three (3) employee members including the President of Local No. 1670 who shall act as Chairman, the Steward of the aggrieved, and the aggrieved employee.
- B. The Municipality agrees to recognize the following Stewards:
 - One (1) Steward - Electric Department
 - One (1) Steward - Water and Waste Water Department
 - One (1) Steward - Street Division
 - One (1) Steward - Maintenance (Mechanical) Division
 - One (1) Steward - Refuse Division
 - One (1) Steward - Parks and Recreation Department

Only permanent employees in the bargaining unit shall serve as Officers or Stewards.

- C. Stewards, the Chairman of the Grievance Committee and Grievance Committee members may leave their place of work without loss of pay with the understanding that the time be devoted to the proper investigation and processing of grievances as specified in the Grievance Procedure herein, and the time so spent, to be paid for by the Municipality will be the time spent by the Stewards in the First (1st) Step of the Grievance Procedure, time so spent by the Chairman of the Grievance Committee in the Second (2nd) Step of the Grievance Procedure and time so spent by the Grievance Committee in the Third (3rd) Step of the Grievance Procedure at their respective straight time hourly rate.
- D. Stewards and the Chairman of the Grievance Committee will continue to work at their assigned jobs except when required to leave their work to handle grievances as provided herein.
- E. When required to process grievances under the Grievance Procedure, employees, Stewards, the Chairman of the Grievance Committee and Grievance Committee members shall, prior to leaving and upon returning to their place of work, notify their immediate foremen.
- F. Special meetings may be arranged by agreement between the Department Heads of the Municipality and the Union. The International Representative of the American Federation of State, County and Municipal Employees, AFL-CIO, if requested by the Local Union, may participate in special meetings called by the Union. The party requesting the special meeting will notify the other party, in writing, of the subject to be discussed.
- G. The size of the union negotiating committee shall be limited to no more than five (5) on-duty employees. No more than two (2) on-duty employees, excluding the president, may be from any one department.

1.6 STRIKES

During the term of this Agreement, the Union or Local or their representatives will not cause or sanction their members to cause or take part in any strike, sit-down, stay-in or slow-down, or other stoppage of work in any of the operations of the Municipality.

In the event of a work stoppage, picketing, or any other curtailment by the Union or the employees covered hereunder, the Union, by its Officers and Agents, shall immediately declare such work stoppage, picketing, or other curtailment, to be illegal and unauthorized, in writing, to the employees and order said employees, in writing, to stop the said conduct and return to work. Copies of such written notices shall be served upon the City. The Union shall do everything in its power to obtain the return to work from said employees. Any violation of the requirements of this Section is grounds for immediate cancellation of this Agreement by the City.

The City shall have the sole and unlimited right to discipline including summary discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

1.7 DISCRIMINATION AND COERCION

- A. Neither the Municipality nor any of its foreman or other agents or representatives shall discriminate against any employee because such employee is a member of or acting as a Steward, Officer, or other agent or representative of the Union. Nothing in this Section is intended to prevent a supervisor, foreman, or department head from discussing concerns regarding an employee's work-related problems.
- B. Neither the Union, nor any Steward, Officer, or other agent or representative of either shall intimidate or coerce any employee.
- C. The Municipality and the American Federation of State, County and Municipal Employees, AFL-CIO, have the policy and practice of non-discrimination in selection, employment, promotion, demotion, transfer, layoff, termination, recall, rehire, training and education of personnel regardless of their race, creed, color, national origin, handicapped status or sex. The application of this policy of non-discrimination will continue based solely upon the individual's ability, performance and potential in accordance with the policy of the Municipality and the terms of this collective bargaining Agreement.

ARTICLE II

2.0 GRIEVANCE PROCEDURE

Any grievance or dispute, which may arise between the parties, shall be settled in the following manner. However, disputes shall be fully exhausted after the reply from the City Manager or the City Manager's representative at Step Three (3). For the purpose of this Agreement, a grievance shall be defined as a disagreement, which may arise between the parties concerning the application, meaning or interpretation of this Agreement unless specifically excluded by this Agreement. A dispute shall, for the purposes of this Agreement, be defined as any disagreement, which may arise between the parties regarding matters other than those concerning the application, meaning or interpretation of this Agreement.

Time limits, as set forth herein, may be extended in writing by agreement of the parties.

STEP ONE

- A. Any employee having a grievance or dispute, or one designated member of a group having a grievance or dispute, should first, and within ten (10) working days of the date the employee knew or should have known of the cause for the grievance or dispute, take the matter up with the employee's foreman who will attempt to adjust it; however, any employee may request the foreman to call the Steward for that section to handle a specified grievance or dispute with the foreman. The foreman will send for the Steward without undue delay and without further discussion of the matter. The Steward may at this time privately discuss the grievance or dispute with the aggrieved.
- B. If the matter is not adjusted by the foreman, it shall be reduced in writing on forms provided by the Municipality and signed by the employee(s) involved and the Steward. The foreman shall render a decision within two (2) working days after the grievance or dispute has been submitted in written form, and shall sign the written form with the foreman's conclusion clearly written thereon. The grievance shall include a statement of the facts involved, the alleged violation of the Agreement (not applicable in the event of a dispute), and the remedy sought.

STEP TWO

In the event the foreman's writing decision as set forth in Step One is unsatisfactory, the Steward shall promptly deliver the Union's copy of the grievance or dispute to the Chairman of the Grievance Committee who shall appeal the grievance or dispute to the employee's department head within three (3) working days after the foreman's decision has been given in writing in Step One. The department head shall schedule a meeting within three (3) working days with the Chairman of the Grievance Committee to discuss the appealed grievance or dispute. At the conclusion of such discussion, the department head shall submit the decision in writing on the form within three (3) working days and shall sign the written form.

STEP THREE

If the decision of the department head is unsatisfactory, the Union shall have the right through its Grievance Committee to appeal said grievance or dispute to the City Manager and/or the City Manager's representative(s). Request for such appeal meeting must be made to the City Manager in writing by the Chairman of the Grievance Committee within three (3) working days after the decision has been submitted by the department head to the Union in Step Two of the Grievance Procedure. The City Manager and/or the City Manager's representative(s) will arrange for a meeting within seven (7) working days from the date of receipt of appeal. This meeting shall also be attended by International Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO. The City Manager and/or the City Manager's representative(s) shall submit a decision in writing within seven (7) working days following the appeal meeting and sign the written form.

2.1 ARBITRATION

STEP FOUR: APPEAL TO ARBITRATOR

- A. In the event a grievance is still unsettled, it may be appealed to arbitration. Notice of appeal of such case to arbitration shall be filed by the Chairman of the Grievance Committee with the other party within ten (10) working days after the final decision has been given in writing by the Municipality in Step Three of the Grievance Procedure; otherwise, such case shall be considered settled on the basis of the decision so given.
- B. Any grievance arising out of or relating to the interpretation or application of the Agreement shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. The cost of the arbitrator's fees and expenses shall be borne by the party against whom the arbitrator's decision is made. The arbitrator shall, in the decision, stipulate the party against whom the decision is made and all arbitration fees and expense invoices shall be directed to that party.
- C. The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the hearing. The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and the interpretation of the provisions of the Agreement. Issues involving increased costs, which are matters of contract negotiations, such as the development and modification of a system-wide salary schedule, are not arbitrable. The arbitrator shall be without power to make decisions limiting or interfering with the powers, duties and responsibilities of the City of Newark under its Charter, applicable law and rules and regulations having the force and effect of law.

- D. In case of a grievance involving any continuing or other money claim against the Municipality, no award shall be made by the arbitrator which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the Municipality in writing, except in a case whereby the employee or the Union due to lack of knowledge could not have known prior to that date that there were grounds for a claim. In such cases, retroactive claims shall be limited to a period of twenty (20) calendar days prior to the date the claim was first filed in writing.
- E. Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the No-Strike Pledge in this Agreement. Also excluded from arbitration is any matter otherwise subject to arbitration, but over which the Union strikes, contrary to its No-Strike Pledge in this Agreement. However, it is understood that should the City, in response to a violation of any of the prohibited activities enumerated in Article I, Section 1.6, Strikes, take the "disciplinary" and/or "immediate cancellation of this Agreement" action as provided for in Article I, Section 1.6, Strikes, that this contract Grievance Procedure including Arbitration as defined herein shall remain in effect for the sole and strictly limited purpose of allowing a procedural review and final determination of whether or not there had been any violation of any of the prohibited activities enumerated in Article I, Section 1.6, Strikes. Excluded from the arbitration are unadjusted grievances which question the exercise of rights set forth in Article I, Section 1.3 of this Agreement or which question the use or application of any right over which the employer is given unilateral discretion in this Agreement, excepting those rights relinquished by this Agreement.
- F. Any employee or group of employees seeking arbitration under the provisions of this Article agree that as a condition for the submission of any issue to arbitration, the grievant knowingly and willingly agrees to accept the contractually provided for arbitration procedure as satisfying any state or federally required procedural due process and to accept the decision of the arbitrator as dispositive of all substantive due process rights. If any employee or group of employees refuses to accept these terms and conditions, said grievance shall be ruled non-arbitrable. Should any state or federal legislation or court decision rule that any employee can maintain a court action and not be bound by the arbitrator's decision on issues actually raised or on issues that could have been raised, all subsequent issues of that type and kind shall no longer be heard in arbitration. No grievance alleging violation of race, sex, color, religion, national origin or age (as provided by law) shall be subject to arbitration.

2.2 MUNICIPALITY GRIEVANCES

Any grievance which the Municipality may have against the Union involving the interpretation or application of this Agreement shall be presented to the Grievance Committee of the Union. In the event the matter is not satisfactorily adjusted within ten (10) days after such presentation, it may be appealed at the Third Step in the Grievance Procedure. If the matter is not satisfactorily settled at this meeting, it may be appealed to Arbitration as provided for in Section 2.1, Arbitration.

2.3 OBJECTIVITY

The Union is obligated when reviewing or submitting complaints, grievances, appeals, or problems encountered, to make every reasonable effort to ascertain, document, and present the true facts relating to the situation in order to facilitate appropriate and timely resolution or action.

2.4 COOPERATION

The Union agrees to cooperate with the employer, upon request, in formulating steps necessary to alleviate any abuses of responsibilities, rights, or privileges by employees of the unit, which impede the efficient operation of the Municipality.

ARTICLE III – LEAVE OF ABSENCE

3.0 SICK AND EMERGENCY LEAVE

- A. Cumulative sick leave shall accrue to all regular, full-time City employees at the rate of one and one-quarter (1 1/4) days for each month of continuous service, provided however, that the total accumulation shall not exceed ninety (90) working days and provided further that the City Manager may require a medical certification for all absences of one (1) or more days. The City Manager may permit a regular, full-time employee to take not more than thirty (30) working days sick leave with pay over and above the accrued sick leave in cases of serious disability or sickness, upon certification by a practicing physician. All sick leave advanced to a regular, full-time employee shall be repaid to the City at the rate of one and one-quarter (1 1/4) days for each continuous month of service occurring after the return to duty. Should a regular, full-time employee leave City employment with a sick time advance liability against his or her record, such liability will be deducted from accrued earnings.
- B. If a regular, full-time employee takes nine (9) or more days of sick leave in a calendar year, five (5) days of sick leave will be deducted from the employee's accrued sick leave balance as of January 1 of the following calendar year. If all or part of the nine (9) or more days of sick leave is a result of the employee's hospitalization or a serious or catastrophic illness, the employee may request that the five (5)-day penalty provision be waived. This request shall be made in writing, accompanied by appropriate medical documentation, and shall be reviewed by a four (4)-member board composed of two employees appointed by the City Manager and two employees from the Union appointed by the President of the Union. The board's decision on the granting of such waivers shall be final except that the employee may appeal the decision of the board to the City Manager as a dispute under the provisions of Article II of this Agreement.
- C. A regular, full-time employee with good attendance during the calendar year will be credited with three (3) additional days of sick leave at the beginning of the following calendar year. Good attendance shall be defined as less than five (5) sick leave days. These additional sick leave days will be added to the employee's accrued sick leave bank. For sick leave pay back purposes, these additional sick leave days shall be credited at the end of the calendar year of good attendance. Each employee who has enrolled in the Sick Leave/Pension Incentive Plan shall not be eligible for the Sick Leave Accrual Bonus provided by this Section.
- D. To receive compensation for sick leave, it is the regular, full-time employee's responsibility to report his or her inability to be on duty and the reason at as early an hour as is practical, but in any event, not later than one-half (1/2) hour after the time set for the beginning of his or her daily duties. Where someone other than the employee is or has been asked to make the required notification to the City, the employee will be solely responsible for that notification being made. Sick leave notification as outlined herein must be made for each work day that paid leave is

being requested, unless this requirement is waived by the employee's department director or immediate supervisor. Employees may request a meeting with the City Manager and/or the City Manager's designee to explain extenuating circumstances for failure to report their inability to be on duty as required. The City Manager, after considering such extenuating circumstances, may grant compensation for such leave.

E. EMERGENCY LEAVE

1. Each regular, full-time employee may be allowed to use up to a maximum of one (1) day off work with pay per incident to attend to a serious, sudden and unforeseen accident or damage to the employee's principal residence.
 2. Each regular, full-time employee may be allowed to use up to a maximum of two (2) days off work with pay per year to attend to a serious, sudden and unforeseen medical emergency of the employee's family or to provide direct at home care to an ill family member. The family shall include the employee's spouse and children.
- F. Provided, further that on January 1 or as soon after as practical of each calendar year, each regular, full-time employee shall be paid at the rate of one (1) day of base pay for each three (3) days of sick leave over the allowable ninety (90) days accumulated during the preceding year. Each regular, full-time employee who has enrolled in the Sick Leave/Pension Incentive Plan shall not be eligible to receive compensation for unused Sick Leave as provided by this Section.
- G. Provided, further, that if the City Manager delegates a subordinate to determine whether or not a medical certification is to be required from an employee who was alleged to be sick for one (1) or two (2) days, the employee may appeal the decision of the delegate to the City Manager.
- H. Provided further, that it is understood that a regular, full-time employee's attendance record shall be the major criterion used by the City Manager in making a decision on the granting of advance sick leave or emergency leave to any employee requesting it and who meets the minimum requirements listed above. The determination of a good or poor attendance record shall remain within the City Manager's discretion and the City Manager will take extenuating circumstances into account.

3.1 DEATH IN FAMILY

When death occurs in a regular, full-time employee's immediate family, the employee will be excused on request to attend the funeral and will be compensated at the employee's straight time hourly rate for normal scheduled hours lost as follows:

- A. Husband, wife, child, parent or parent of current spouse or legal guardian - not to exceed four (4) days.

B. Grandparent, brother or sister - not to exceed three (3) days.

Employees may be required by the Municipality to show proof of death and relationship.

3.2 MILITARY PAY DIFFERENTIAL

A regular, full-time employee with one (1) or more years of service attending annual encampments or training duty in the Armed Forces, State or National Guard or United States Reserves shall be granted a military pay differential for a period of up to ten (10) days annually. Any regular, full-time employee with one (1) year or more of service who is called for emergency duty with the Armed Forces, State or National Guard or United States Reserves shall be granted a military pay differential for a period of up to ten (10) days annually. The employee shall be given credited service for each ten (10) day period or portion thereof during which the employee is absent. Such military pay differential shall be the amount by which the employee's normal wages calculated on the basis of a work week up to a maximum of forty (40) hours which the employee has lost by virtue of such absence exceeds any pay received from the federal or state government. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the federal or state government. Seniority shall accumulate. Any employee required to take a military examination for the purpose of being inducted into the Armed Forces shall be paid for time off up to eight (8) hours.

3.3 MILITARY LEAVE

A regular, full-time employee who enters either active or inactive training duty or service in the Armed Forces of the United States under any applicable status, upon the termination of such service, will be reemployed by the Municipality in accordance with the provisions of the applicable statute, seniority permitting. As used in this paragraph "Armed Forces of the United States" is defined as and limited to the United States Army, Navy, Marine Corps, Air Force, Coast Guard, National Guard, Air National Guard or any reserve component unit thereof.

3.4 JURY DUTY – SUBPOENAED WITNESS

Recognizing that it is the obligation of every citizen to serve when called upon to do so, regular, full-time employees will be excused from work for jury duty or when subpoenaed as a witness.

Any employee who is called and reports for jury duty or as a witness under this paragraph shall be paid the difference between the fee received for such service (not including mileage and expenses) at the basic straight time hourly rate lost by the employee by reason of such duty, for each day served as a jurist or witness on which the employee otherwise would be scheduled to work for the Municipality, up to a limit of eight (8) hours per day and forty (40) hours per week.

3.5 UNION CONVENTIONS

The City agrees to grant a leave of absence to no more than three (3) employees at any time to attend the regular biennial convention convened by AFSCME International Union, Delaware Council 81, or the Delaware State Labor Council. The Union agrees to notify the City in writing prior to the use of this leave. This leave shall not exceed for the entire Union, ten (10) man days during any two (2) consecutive calendar years. Each employee shall only receive fifty percent (50%) of the employee's regular compensation while absent on this leave.

3.6 POLITICAL OR UNION OFFICE

Any employee with seniority who is elected or appointed to public office or elected to a permanent office in the American Federation of State, County and Municipal Employees, AFL-CIO or Local Union No. 1670, shall be granted a leave of absence without pay for a period of one (1) year. Such leave may be renewed at the option of the Municipality upon application by the employee. Seniority shall accumulate but not as criteria for holiday, vacation pay or other benefits as set forth herein.

3.7 PERSONAL LEAVE

A leave of absence without pay up to thirty (30) days may be granted for personal reasons to regular, full-time employees with seniority other than to seek or obtain employment elsewhere. A leave of absence without pay up to nine (9) months may be granted to regular, full-time employees with seniority for the purpose of attending a qualified educational institution for instructional purposes. Such leave of absence may not be renewed. Seniority shall accumulate.

3.8 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day that is not authorized by the City in advance shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who is absent for three (3) consecutive working days without leave shall be deemed to have quit.

Employees, however, may request a meeting with the City Manager and/or the City Manager's designee to explain extenuating circumstances for absence without leave. The City Manager, after considering such extenuating circumstances, may allow employees to return to work without discipline.

ARTICLE IV – OTHER BENEFITS

4.0 HOLIDAYS

- A. Hourly rated employees in the bargaining unit shall be paid for the following holidays:

New Year's Day	Two Individual Days
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Employee's Birthday
Fourth of July	

The holiday designated as "Individual Day" may be requested by an employee for any normal workday subject to the following provisions:

1. Advance notice of at least five (5) working days must be given, and the requested day shall be subject to the approval of the department head.
 2. The department head will schedule "Individual Day" as nearly as possible as the employees desire giving preference to seniority, but the department head may find it necessary to schedule "Individual Day" to meet the needs of service requirements. "Individual Day" may be scheduled throughout the year but must be taken by December 31 in each year it is authorized or it will be lost in that year.
- B. Provided: The regular, full-time employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday. However, payment for the holiday will be made if the regular, full-time employee has worked for the Municipality at any time within the fourteen (14) calendar days prior to the holiday and who is absent either or both such work days due to verified personal illness or emergency illness at home, death in the immediate family, because of being hospitalized or injury sustained on the job.
- C. Should any of the above holidays fall on Saturday, Friday will be observed as the holiday. If the holiday falls on Sunday, Monday will be observed as the holiday.
- D. Employees who are given holiday work assignments and then fail to report for and perform such work for any reason except, as set forth in Paragraph B of this section, shall not receive pay for the holiday.
- E. Each regular, part-time employee shall receive additional compensation for each holiday. The regular, part-time employee must have either performed regularly scheduled work or been on paid vacation leave during the week of the holiday

to be eligible to receive Holiday Pay. Holiday Pay shall be in addition to any regular, hourly pay received by the employee for work performed on the holiday. Such compensation shall be known as Holiday Pay and shall be subject to the above-stated conditions. The amount of Holiday Pay shall be as follows:

1. Each employee whose scheduled work and/or vacation leave is less than twenty (20) hours during a holiday week shall receive three (3) hours of base pay for the holiday.
2. Each employee whose scheduled work and/or vacation leave is twenty (20) or more hours during a holiday week shall receive four (4) hours of base pay for the holiday.

4.1 VACATIONS

- A. Regular, full-time employees having less than twelve (12) months of continuous service shall be entitled to a vacation credit of one (1) day with pay for each month worked prior to January 1. Credit not to exceed ten (10) days.
- B. Regular, full-time employees having twelve (12) months of continuous service in any calendar year shall be entitled to ten (10) working days vacation with pay for each calendar year.
- C. Regular, full-time employees having five (5) or more years of continuous service shall be entitled to fifteen (15) working days vacation with pay each calendar year.
- D. Regular, full-time employees having ten (10) or more years of continuous service shall be entitled to twenty (20) working days vacation with pay each calendar year.
- E. Regular, full-time employees having twenty (20) years or more of continuous service shall be entitled to twenty-five (25) working days vacation with pay each calendar year.
- F. Regular, full-time employees with ten (10) or more years service may carry over and accumulate with current year vacation credits a maximum of ten (10) days. Said carryover vacation credit may be used concurrently with vacation earned for any following year.
- G. Should a holiday be observed while an employee is on vacation, the employee shall be entitled to an additional day with pay to be granted at a time designated by the Department Head.
- H. No vacations for successive calendar years shall be within four (4) months of each other, except at year end when vacations are not to exceed three (3) weeks total may be approved by the Department Head.

- I. The department heads will schedule vacations as nearly as possible as employees desire giving preference to seniority, but the City may find it necessary to schedule vacations to meet the needs of service requirements. Vacations may be scheduled throughout the year but must be completed by December 31, except as provided in Section F above.
- J. If an employee terminates employment without giving the City two (2) weeks' notice, the employee shall not be paid for vacation time due.
- K. If an employee submits two (2) weeks' notice of resignation, the employee shall be paid for unused vacation time accrued to date.
- L. If an employee is discharged, laid off or dies, the employee or the employee's beneficiary shall be paid for vacation time accrued to date of termination.
- M. Each regular, part-time employee with less than ten (10) years of service as a part-time employee shall accrue .04 hours of vacation leave for each hour of regular work performed. Such accrual shall be continuous and shall not exceed forty (40) hours of vacation leave.
- N. Each regular, part-time employee with more than ten (10) years of service as a part-time employee shall accrue .06 hours of vacation leave for each hour of regular work performed. Such accrual shall be continuous and shall not exceed sixty (60) hours of vacation leave.

4.2 LONGEVITY PAY-TIME IN SERVICE – REGULAR, FULL-TIME EMPLOYEES ONLY

After 10 Years	\$ 350 annually
After 15 Years	650 annually
After 20 Years	1,000 annually

4.3 SERVICE AWARD

- A. Each regular, full-time employee who has been employed by the City for at least ten (10) years as of December 1 shall receive additional compensation to be known as Service Award in an amount equal to two percent (2%) of the employee's monthly Base Salary as November 1 multiplied by the employee's years of service. Such payment shall be made on or about December 1 of each year.
- B. Each regular, part-time employee who has been employed by the City for at least ten (10) years as of December 1 shall receive additional compensation to be known as Service Award in an amount equal to two percent (2%) of the employee's Base Hourly Pay Rate as of November 1 multiplied by the employee's years of service multiplied by eighty (80). Such payment shall be made on or about December 1 of each year.

4.4 GROUP TERM LIFE INSURANCE

- A. Regular, full-time employees – The City shall provide group term life insurance coverage to each employee with a death benefit amount equal to two (2) times the employee’s current annual base pay and longevity rates. The benefit shall not exceed one hundred fifty thousand dollars (\$150,000).
- B. Dependents – The City shall make available to each regular, full-time employee group dependent term life insurance coverage. Such coverage may be chosen at the employee’s option. The employee shall pay the entire premium for such coverage.
- C. Retirees – Each regular, full-time employee who terminates employment and is eligible for the immediate receipt of a retirement pension benefit shall be provided with five thousand dollars (\$5,000) of group term life insurance coverage.

4.5 HOSPITAL–SURGICAL–MEDICAL PLAN

- A. The City will provide a group health insurance plan with benefits as determined by the Labor-Management Health and Dental Insurance Committee. The City shall pay the entire premium for employee only coverage. Each employee may opt for dependent coverage. Each employee who opts for dependent coverage shall pay the City through payroll deduction a portion of the premium for such dependent coverage expressed as a percentage of the difference between the premium rate for employee only coverage and the premium rate for the chosen dependent coverage as follows:

2012	15.0%
2013	15.0%
2014	15.0%

- B. There is hereby established a Labor–Management Health and Dental Insurance Committee. The purpose of the committee is to:
 - 1. Select the City’s health and dental insurance carrier(s).
 - 2. Establish the design of the City’s health and dental insurance plan(s).

The committee is to be comprised of two (2) representative of each of the following groups:

- 1. Management employees
- 2. AFSCME Local 1670
- 3. FOP Lodge 4
- 4. CWA Local 1034, Branch 317

The committee will also include the Director of Finance and the City Manager or his designee. The Director of Finance and the City Manager will each have one (1) vote and each of the employee groups will also have one (1) vote. Four (4) votes will be required to approve any action by the committee. In the event that the committee vote results in a tie, the issue will be presented to all regular, full-time employees who will be allowed to cast a vote in a secret ballot on the issue.

The committee will meet on or about June 1 of each year to determine if the City will seek a renewal of the City's current health and/or dental insurance plans from the current carrier(s). If the committee decides not to seek a renewal from the current carrier(s), the committee will request proposals from other carriers based on the current plan design(s). The committee will decide if there are to be any changes to the design of these plans which will take effect on the following January 1.

- C. Any employee covered by health insurance by a spouse or other family member at a level of benefits comparable to or better than the City's health insurance shall not receive coverage under the City's policy. If the employee's alternate health insurance coverage ceases or is reduced to a level below the City's benefit coverage, then upon appropriate written notice by the employee, the City will include said employee in its health insurance policy.
- D. In the event of any change in an employee's status which affects the employee's health insurance coverage as provided by the City, the employee shall notify the City in writing of such change within thirty (30) calendar days. Such changes in status shall include but not be limited to marriage, divorce, birth or adoption of an eligible dependent, death of a spouse or dependent, or the initiation or cessation of other insurance coverage as specified in Paragraph D of this section.
- E. Those employees who retire under the City's pension plan on or after January 1, 1982 and before July 24, 2001 may elect to participate in the City's group health insurance program at their own expense, provided they meet the eligibility requirements for membership as outlined by the City's insurance carrier. If a retiring employee does not choose to participate at time of retirement, however, the retiring employee will not be eligible to do so at a later date. This health insurance coverage for retirees shall be in accordance with all other underwriting and administrative requirements of the carrier. It is also understood that the City shall have the right to establish whatever policies and procedures it deems necessary to administer this program, including but not limited to billing and prepayment provisions and to change these requirements as needed.

4.51 RETIREE HEALTH INSURANCE

- A. Eligibility for retiree health insurance coverage.
 - 1. Must terminate employment or die after August 2001.

2. Must be at least fifty-five (55) years of age and have completed at least twenty-five (25) years of service as a full-time employee, or
 3. Must be at least fifty-five (55) years of age and the sum of age and years of service in a full-time position must be equal to or greater than eighty-five (85).
- B. Each eligible retiree and the retiree's spouse shall be provided with health insurance coverage for life as follows:
1. The retiree and spouse may continue to participate in the City's group health insurance.
 2. If the retiree and spouse continue participation in the City's group health insurance plan, the City will pay the premium for such coverage.
 3. The retiree and spouse shall reimburse the City on a monthly basis for any premium payment which exceeds the allowance rate for the retiree and/or spouse.
 4. The allowance rate for the retiree and/or spouse shall be:
 - a. Retiree – The non-medicare premium rate in effect for a single employee on the date of the employee's retirement.
 - b. Spouse – Eight dollars (\$8.00) per month multiplied by the retiree's years of service in a full-time position.
 5. If the retiree and/or spouse fail(s) to reimburse the City within thirty (30) calendar days after the due date for reimbursement, the City may cancel health insurance coverage for the retiree and/or spouse.
 6. If the retiree and/or spouse choose to obtain health insurance coverage from another source, the City will reimburse the retiree and spouse for such verifiable coverage up to the allowance rate.
 7. Each retiree and/or spouse who chose, after March 29, 2006, to obtain health insurance coverage from another source, as provided by 4.51B6 above, shall be permitted to re-enroll in the City's plan at a later date, provided that the retiree and spouse have both remained continuously insured under another health plan for the twelve (12) month period immediately preceding their re-enrollment with the City.
 8. The spouse of a retired employee may not continue health insurance coverage from the City if the retiree or said spouse has discontinued coverage, except in the case of the retiree's death.

4.52 DENTAL PLAN

- A. Prior to January 1, 2002, the City will contribute the group membership rate applicable for Aetna 100-80-50 Dental Program (single coverage only) providing that Aetna eligibility requirements are satisfied. This shall not preclude the City from providing an equivalent benefit either on its own or under another carrier.
- B. The City will provide a 100-80-50 group dental insurance plan to regular, full-time employees and their dependents. Until December 31, 2006, the City shall pay the entire premium for such coverage. Beginning January 1, 2007, each employee who opts for dependent coverage shall pay the City through payroll deduction a portion of the premium for such dependent coverage in an amount equal to ten percent (10%) of the difference between the premium rate for employee only coverage and the premium rate for the chosen dependent coverage. Beginning January 1, 2012, each employee who opts for dependent coverage shall pay the City through payroll deduction a portion of the premium for such dependent coverage in an amount equal to fifteen percent (15%) of the difference between the premium rate for employee only coverage and the premium rate for the chosen dependent coverage.

4.6 RETIREMENT PLAN

- A. The current retirement plan as established by present City Ordinance or future City Ordinance as pertaining to Local No. 1670 bargaining unit regular, full-time employees shall be continued for the term of this Agreement. The Union shall have representation on the Pension Committee.
- B. The City agrees to amend the pension plan ordinance in compliance with the tentative agreement dated July 19, 1999 and incorporated herein as Appendix D.
- C. The City agrees to amend the Pension Plan for regular, full-time employees represented by this agreement to provide for the pre-tax treatment of employee pension contributions effective February 12, 1990.
- D. The City agrees to amend the regular, full-time employees pension plan by increasing the regular, full-time employee contribution rate to two and one-half percent (2-1/2%) for all contributions made after the signing of this agreement.
- E. The City agrees to provide each regular, full-time employee with an annual statement of employee contributions and benefits.

4.7 DUPLICATE INSURANCE

Should the employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the employer under any insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the employer not be obligated to provide double

coverage, and to escape such double payments, the employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs. The employer shall continue to provide those insurance benefits not duplicated.

4.8 LONG-TERM DISABILITY INSURANCE COVERAGE

The City shall provide each regular, full-time employee with LTD insurance coverage with a benefit of fifty percent (50%) of the employee’s regular wages up to maximum benefit of two thousand dollars (\$2,000) per month. Effective January 1, 2012, the maximum benefit shall be increased to four thousand dollars (\$4,000) per month. The City shall pay the entire premium for such coverage.

4.9 EMERGENCY CALL-OUT PAY

In the event a regular, full-time employee is called back for an emergency job after completing a regular shift and after having left the premises of the Municipality, the employee shall be paid the appropriate overtime rate stipulated in Article V, Section 5, provided the employee works four (4) or more hours. In the event the employee works less than four hours, the employee shall be paid the appropriate aforementioned overtime rate for the actual number of hours worked and, in addition, the employee shall receive straight time pay for the difference between the actual number of hours worked and four (4) hours.

Examples

<u>Actual Number of Hours Worked</u>	<u>Appropriate Overtime Rate</u>	<u>Call-Out Pay Calculation - Number of Straight Time Hours to be Paid</u>
4	Time and One-Half	4 hours at overtime rate = 6 hours
4	Double Time	4 hours at overtime rate = 8 hours
2 1/2	Time and One-Half	2 1/2 hours at overtime rate plus 1 1/2 hours at straight time = 5.25 hours
2 1/2	Double Time	2 1/2 hours at overtime rate plus 1 1/2 hours at straight time = 6.50 hours

4.10 STANDBY PAY

- A. A regular, full-time employee placed on Standby shall be paid a thirty-two and one-half percent (32 1/2%) premium based on straight time pay for the number of regular scheduled hours worked during the Standby period. Employees on Standby shall fall under the provisions of Section 4.8, Emergency Call-Out Pay, for all emergency call-outs while on Standby. Except as noted below (for failing to respond to an emergency call-out), an employee who is placed on Standby shall receive: (1) no less than four (4) hours pay at his straight time rate for Standby, or (2) the above defined standby premium, whichever is greater, but not both nor any combination of both.

Examples

<u>Regular Hours Worked While on Standby Assignment</u>	<u>Call-Out Hours Actually Worked</u>	<u>Call-Out Pay Calculation (O/T Based on 1 1/2 Rate)</u>	<u>Standby Premium</u>	<u>Total Hours</u>
40	2	5	13	58
40	0	0	13	53
24	1	4.5	7.8	35.7
0	4	6	4	10

- B. A regular, full-time employee on standby who fails to respond to an emergency call-out within a reasonable period of time shall forfeit the current week's standby premium. Employees on Standby shall be responsible for informing the City of their whereabouts. An employee who has forfeited the Standby premium and guarantee for the current week is not relieved of Standby obligation for the remainder of the current week and shall remain available for call-out.
- C. When a call is received by the answering service involving "Code A" problems as defined in the answering service instructions, a Standby 1st Class Lineman shall be called. The Lineman shall be called in the order that they appear on the standby list until one is reached. After listening to the complaint, the 1st Class Lineman may:
1. Proceed to the site of emergency.
 2. Ask the answering service to call the Standby Assistant.

If additional assistance is needed, the Lineman shall call the answering service and instruct them as to how many employees will be needed. The answering service will then proceed to call the needed employees in the order that they appear on the standby list. This procedure may be changed as deemed necessary by the City but shall not be changed without prior notification to the Union and upon request without prior consultation with the Union.

4.11 MEAL ALLOWANCE

- A. In the event a regular, full-time employee is required to work overtime for periods exceeding four (4) hours, he will be given a meal break and the City will pay for the cost of a meal in an amount not to exceed seven dollars and 50 cents (\$7.50).

Meals will be paid only when accompanied by proper vouchers submitted by the foreman and must be from establishments approved by the state for selling food.

- B. Time off for meals: Regular, full-time employees will be granted thirty (30) minutes time off with pay for the purpose of eating for each period of overtime worked exceeding four (4) hours. A regular, full-time employee unable to obtain the earned meal shall be paid an additional one-half (1/2) hour pay at the regular rate.

4.12 UNEMPLOYMENT COMPENSATION

The City agrees to provide the applicable benefits listed under the provisions of Title 19, Chapter 33 of the Delaware Code relating to Unemployment Compensation in effect as of January 1, 1978.

ARTICLE V – PAY PLAN

5.0 HOURS AND OVERTIME

- A. For the purpose of computing overtime pay, the regular working day is eight (8) hours and the regular working week is forty (40) hours.
- B. The work week for all employees in the bargaining unit shall begin at 12:01 a.m. on Monday and end the following Monday at 12:01 a.m.

C. STRAIGHT TIME

- 1. For the first eight (8) hours worked in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.
- 2. For the first forty (40) hours worked in the employee's regular work week, including regular refuse collection employees.
- 3. For time worked during the regular working hours of any shift, which starts on the day before and continues into a Saturday or specified holiday.

D. TIME AND ONE-HALF

- 1. For time worked in excess of eight (8) hours in any continuous twenty-four (24) hours, beginning with the starting time of the employee's shift.
- 2. For time worked in excess of forty (40) hours in the employee's regular work week, including the regular refuse collection employees.
- 3. For time worked on Saturday by any regular, full-time employee.
- 4. For time worked on any non-regular scheduled work day, provided the regular, full-time employee has worked the full regular scheduled week.

E. DOUBLE TIME

For time worked on Sunday and legal City holidays by any regular, full-time employee.

- F. In no event shall payment for both daily, weekly or holiday overtime rates be required for the same hours of work.
- G. Each employee who is required by the City Manager to perform work during the employee's regularly scheduled work hours during an emergency declared by the Governor of the State of Delaware shall receive, in addition to the employee's regular wages, one (1) hour of Compensatory Time for each hour of such work performed.

- H. Overtime for employees who are called back after completing their regular shift shall be divided and rotated as equally as possible within each department among those employees who regularly perform such work.
- I. Each regular, full-time employee who is required to work in excess of the employee's regular work day or work week may request to be allowed to accrue Compensatory Time in lieu of receiving Overtime Pay for such excess work performed. The employee's request shall be subject to the approval of the employee's department director. If approved by the employee's department director, the employee shall accrue Compensatory Time at the appropriate overtime pay rate for each hour of excess work performed. If the department director denies the employee's request, the employee shall receive Overtime Pay for excess work performed. The accrual of Compensatory Time shall be limited to a maximum balance of one hundred (100) hours per employee. The use of previously accrued Compensatory Time shall be subject to rules and regulations established by the City.

5.1 WAGE SCHEDULE AND OCCUPATIONAL CLASSIFICATIONS

The basic hourly wage rates for occupational classifications covered by this Agreement shall be as indicated in Wage Schedule, set forth in Appendix A.

5.2 RATE PROGRESSION AND MERIT EVALUATION

- A. The Municipality shall make an evaluation of the individual merits of each employee on forms provided by the Municipality.
- B. Each employee shall have the quality of their work evaluated by the City at regular intervals after the completion of their probationary period. Each regular, full-time employee shall be evaluated at six (6) month intervals until the employee reaches the top step of their pay grade. Each regular, part-time employee shall be evaluated at one (1) year intervals until the employee reaches the top of their pay grade.
- C. Each employee shall be provided with a copy of their Performance Evaluation.
- D. EFFECTIVE DATE

The effective date of merit evaluation rate increases will be the beginning day of the payroll period closest to the calendar date that such increases become due.

ARTICLE VI – POLICIES

6.0 SENIORITY

- A. A separate seniority list shall be maintained for regular, full-time and regular, part-time employees.
- B. Seniority shall be by skilled and semi-skilled occupational groupings within each division, except as it applies to the General Labor Pool.
- C. In cases of layoff, employees shall exercise seniority privileges downward, displacing employees in the next lower-rated occupation of their skilled work group, and likewise such displaced employees will exercise seniority privileges downward, thereby displacing the semi-skilled employee with least seniority in such work group; however, divisional seniority shall apply to employees classified as laborers in the General Labor Pool. Employees shall be recalled in the inverse order of layoff. In the exercise of seniority for layoff and recall of employees, consideration shall be given to the classification of work and the qualifications of the employee(s) to satisfactorily perform the work required.
- D. The seniority of employees will be shown on the Seniority List to be retained in the Office of the City Manager. Stewards and the Chairman of the Grievance Committee will have access to the Seniority List.
- E. Loss of Seniority: An employee shall lose seniority and the employee's employment with the Municipality shall be considered terminated for all purposes if:
 - 1. The employee quits.
 - 2. The employee is discharged for just cause.
 - 3. The employee who is laid off fails to respond within a period of three (3) working days after being recalled by certified letter sent to the last known address as shown on the records of the Municipality.
 - 4. The employee fails to report for work at the termination of leave of absence.
 - 5. The employee is separated from the payroll of the Municipality for more than one (1) year.
 - 6. The employee voluntarily retires or is automatically retired under the terms of the retirement plan.

6.1 PROBATIONARY PERIOD

Employees shall be regarded as temporary (probationary) until their names have been placed on the Seniority List. Employees may establish seniority six (6) months after their date of hire. If retained by the Municipality thereafter, their names shall be placed on the Seniority List in accordance with Section 6.0, Seniority, in the order of their seniority as of date of hiring. During such probationary employment period, employees may be discharged, transferred, or demoted by the Municipality without the same causing a breach of this Agreement or constituting a grievance.

6.2 TRANSFERS

- A. The transferring of employees is the sole responsibility of the Municipality. In cases where employees are required for emergency work or where there is not an adequate supply of personnel in any section, the Municipality reserves the right to transfer (loan) any regular available worker regardless of seniority.
- B. An employee shall have the right to request a transfer and such request will be given consideration based on seniority and qualifications.

6.3 PROMOTION

- A. Whenever a vacancy for a higher-rated position within a division becomes available, the employee with the greatest seniority in such division will be given prior consideration in filling such higher-rated position, provided the employee is qualified to satisfactorily perform the work. However, the Management reserves the right to fill such a vacancy with the person who, in their judgment, is best suited for the position.
- B. When a vacancy exists for the position of foreman within a division, the City will give consideration to employees within such division in filling such a vacancy. However, the Management reserves the right to fill such vacancies in the position of foreman with the person who, in their judgment, is best qualified.

6.4 WORKING OUT OF GRADE

Each regular, full-time employee who is temporarily required to perform the duties of a higher paying position shall receive out-of-grade pay, which shall be in addition to the employee's regular wages. The amount of out-of-grade pay received for each hour of eligible work performed shall be equal to the difference between the employee's base hourly rate of pay and the lowest base hourly rate of pay for the higher paying position which is at least four percent (4%) higher than the employee's base hourly rate of pay.

Employees who are temporarily transferred to a lower-rated position shall receive no change in their hourly rate during this loan period.

6.5 SHIFT DIFFERENTIAL

Regular, full-time employees regularly employed on the second or third shift shall receive, in addition to their regular pay, a premium in the amount of twenty-five cents (\$.25) per hour for such work.

6.6 FULL-TIME WORK HOURS

A. The City, by its right to adjust the working hours of all employees, agrees to, where it determines practicable and except in emergencies, adjust the normal working hours of the employees represented by AFSCME Local No. 1670 to a starting time of 8 a.m. and a finishing time of 4 p.m. with a one-half (1/2) hour paid lunch period. This lunch period shall be strictly limited to one-half (1/2) hour with no additional time for travel, and employees shall not use City vehicles to travel to any other place for their lunch unless specifically authorized by their supervisor to do so. The beginning time for the one-half (1/2) hour lunch period will normally be twelve noon but may be varied by the supervisor.

B. The rate of pay will be adjusted for those employees who begin work after the starting time of 8 a.m. or who continue to work after the finishing time of 4 p.m. A uniform penalty for lateness will be applied to those employees who begin work after 8 a.m. as follows:

If an employee is more than seven (7) minutes late, the employee will be docked fifteen (15) minutes. If the employee is late for any portion of a quarter hour thereafter, he will be docked for the entire quarter hour.

For those employees who work more than seven (7) minutes after finishing time, the employee will be paid for the entire quarter hour. For every additional fraction of a quarter hour the employee works, he will be paid for the entire quarter hour.

C. The parties agree that where the above work hour adjustment has been made, except in emergencies, there shall be one fifteen (15) minute work break during the first four (4) hours of work during normal working hours. This work break may be scheduled by the Municipality. The conditions of this work break shall be the same as those described above for the one-half (1/2) hour lunch. The parties further agree that there will be no work break during the second four (4) hours of work during the adjusted normal working hours.

D. It is recognized by the parties that the provisions of this Section in no way represent an abrogation by the City of its right to schedule hours of work; nor is it an abrogation by the union of its right as provided herein to a fifteen (15) minute work break in the second four (4) hours of work during normal working hours should the City decide to discontinue the work schedule defined above and revert to the previous or other work schedule.

6.7 REST PERIOD POLICY FOR REGULAR, FULL-TIME EMPLOYEES

An employee, after working eighteen (18) consecutive hours will qualify for a four (4) hour unpaid rest period. If any or all of the four (4) hour unpaid rest period falls within the employee's regularly scheduled eight (8) hour work shift, the employee shall receive straight time pay for that portion of the four (4) hours that falls within the employee's regularly scheduled eight (8) hour work shift providing the employee returns to work at the end of the four (4) hours to finish the regularly scheduled eight (8) hour work shift.

All hours actually worked during the employee's regularly scheduled eight (8) hour work shift that exceed the eighteen (18) consecutive hour qualifying period shall be paid at time and one-half until the rest period is granted.

It is understood that the City reserves the right to require an employee to continue working beyond the eighteen (18) consecutive hour qualifying period within these provisions should adequate substitute manpower as determined by the City not be obtained. In no event shall more than the highest single premium provisions apply for the same hours of work.

ARTICLE VII – GENERAL PROVISIONS

7.0 CONTRACTUAL SERVICES

Whenever practical and whenever the City's position is not jeopardized by revealing such information, the City shall notify the Union of each contract involving work which is usually done or has in the past been done by City forces. This also includes advance notice of any additions or deletions of job classifications.

7.1 SAFETY

- A. In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area, which represent health hazards and will report such conditions to their immediate supervisor.
- B. The City of Newark's Safety Program will start as of January 1, 1973. Each employee will be provided with a booklet containing the following regulations:

EQUIPMENT – The City of Newark will provide the safety equipment it requires the employee to wear. This safety equipment is the property of the City of Newark and the employee is responsible for lost equipment.

ENFORCEMENT OF SAFETY RULES – The foreman or person appointed will enforce the safety rules. The wearing of safety equipment shall include all items on the Mandatory Safety Equipment List and proper dress - long pants and a shirt. No employee will start work without the proper equipment. Failure to wear or use safety equipment on the job as outlined on the Mandatory Safety Equipment List shall result in: 1st offense, verbal warning by the foreman or person appointed; 2nd offense, a written warning with copies to the Union and Personnel Department; 3rd offense, disciplinary action.

SAFETY COMMITTEE – The City will establish a Safety Committee consisting of: the foreman of each division, Assistant to the City Manager, Union Representative, and Insurance Administrator. The Safety Committee will investigate all lost time accidents, prepare safety talks, etc. Unsafe conditions shall be reported to a member of the Safety Committee.

ACCIDENTS – All accidents must be reported immediately to the foreman. In each first aid kit will be a guideline for emergency procedure. All lost time accidents have to be reported right away to the Personnel Department. As soon as possible [at least within forty-eight (48) hours], a report by the attending physician must be submitted to the Personnel Department as to the nature of the injury and required time off. In case of a lost time accident, the City has the right to request the consultation of a second physician.

REWARDS – Any division of Local No. 1670 without a lost time accident in any calendar year will receive a day off the following year. This day should be requested by Local No. 1670 at least thirty (30) days in advance. If an employee with a lost time accident is transferred or loaned to another department, the department the employee is working for at the time of the accident shall be charged for the lost time accident, thereby losing the safety day.

SAFETY SHOES – The City will pay up to a maximum of \$100.00 for the purchase of each pair of safety shoes approved by the City. Shoes will be replaced as needed.

C. MANDATORY SAFETY EQUIPMENT

ELECTRIC DEPARTMENT

ON CONSTRUCTION SITE: Safety glasses, footwear to meet requirements as specified by the Electrical Engineer, safety hats, sleeves, gloves and other safety equipment to meet requirements as specified by the Electrical Engineer.

NON-CONSTRUCTION: Safety shoes, safety glasses.

WATER AND WASTE WATER DEPARTMENT

ON CONSTRUCTION SITE: Safety glasses, safety shoes, safety hats, gloves, ear protection when using certain equipment and safety vests when required.

NON-CONSTRUCTION: Safety shoes, safety glasses.

REFUSE DIVISION

BEHIND REFUSE TRUCK: Safety glasses, safety shoes, gloves and safety vests.

STREET DIVISION

CONSTRUCTION AND MAINTENANCE: Safety glasses, safety hats, safety shoes, gloves, ear protection when using certain equipment, safety vests when required and other safety equipment as specified by the foreman.

MAINTENANCE DIVISION: Safety glasses, safety shoes, gloves and other safety equipment to meet requirements as specified by the foreman.

PARKS DEPARTMENT

CONSTRUCTION AND MAINTENANCE: Safety glasses, safety hats, safety shoes, gloves and other safety equipment as specified by the foreman.

7.2 LOYALTY

- A. The Union agrees that the employees of the unit which it represents should individually and collectively perform loyal efficient service, that it will use its influence and best effort to protect the effectiveness of the service rendered by the Municipality, that it will safeguard the integrity of employee performance to the maximum extent possible, and that it will cooperate in promoting and advancing the morale of its employees and the welfare of the Municipality.
- B. The Union is obligated to actively support the employer's efforts to eliminate waste; conserve materials and supplies; uphold high standards of workmanship and safety practices; minimize absenteeism, tardiness, carelessness, and any other conditions, which adversely affect or hamper the efficiency of the operation of the Municipality; and encourage the submission of improvements and cost reduction ideas.

7.3 BULLETIN BOARDS

The Municipality agrees to provide reasonable bulletin board space labeled with the Union's name where notices of official Union functions will be posted by the Office of the City Manager. All notices must be countersigned by the President of the Union.

7.4 INCORPORATING MORE LIBERAL BENEFITS

The Municipality agrees that during the term of this Agreement, any proclamation by the Mayor or ordinances passed by the City Council providing more liberal benefits than those listed in this section and which ordinances or proclamations specifically state that the additional benefits being provided are intended for the employees in the bargaining unit currently represented by AFSCME Local No. 1670, then these benefits shall supersede any similar benefits provided for in this Agreement.

- 1. Vacations
- 2. Sick and Emergency Leave
- 3. Death in Family
- 4. Holidays
- 5. Pension
- 6. Leaves of Absence
- 7. Group Insurance
- 8. Longevity Service Award

7.5 PRODUCTIVITY

The parties recognize that delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to the City and the Union. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work procedures, schedules and assignments or any other means of increasing productivity may be established and/or revised from time to time at the discretion of the City so long as no right guaranteed employees under this Agreement is violated.

7.6 ALTERATION OF AGREEMENT

- A. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the City and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.
- B. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- C. It is understood and agreed that if any part of this agreement is in conflict with the mandatory federal or state laws, or mandatory provisions of the City Charter, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this agreement shall not be affected thereby. It is further agreed that in the event any part of this agreement is declared to be illegal, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate the modification or elimination of such provision.

7.7 UNION/MANAGEMENT COMMUNICATION MEETINGS

The parties recognize the utility of continued communication during the term of the agreement so that problems and issues of mutual concern can be discussed. Accordingly, in addition to the present communication methods available, a Management-Union meeting may be held during the first week of each month, the exact date to be confirmed with the City Manager. The Union representatives may be any three (3) members it designates. City representatives shall include the City Manager, if available, or his designee. The meeting shall not exceed one (1) hour per month unless extended by mutual agreement. A written agenda of topics to be discussed shall be submitted by either party to the other seven (7) days prior to such meeting. If no agenda is submitted in accordance with the above in any month, no meeting need be scheduled. The City will make available summary minutes of the meetings. These meetings are not intended to bypass the Grievance Procedure or to be considered contract negotiation meetings, but are intended as a means of fostering harmonious relations and more efficient service.

7.8 REVIEW OF POSITION CLASSIFICATION

The Union may request the City Manager to review the duties and responsibilities of any employee which may have begun to deviate from those duties and responsibilities described for that employee's position. The results of the review may indicate that the employee's current classification is appropriate, that the incumbent employee should be reclassified to another existing classification, or that a new Position Classification Description should be established for the employee. The determination of the City Manager shall be final.

7.9 POSITION CLASSIFICATION DESCRIPTIONS

The City shall provide the Union with a copy of the Position Classification Description for each position represented by the Union by September 1, 1990.

7.10 COMMERCIAL DRIVER'S LICENSE PHYSICALS

The City shall permit any employee, who is required to possess a Commercial Driver's License, up to two (2) hours off work with pay to undergo a medical evaluation required to obtain or renew such license. The employee shall attempt to schedule such evaluation so as to minimize the time off work.

ARTICLE VIII – DURATION

The duration of this Agreement shall extend from April 1, 2011 through March 31, 2014 and shall continue in effect from year to year thereafter unless amended, modified or terminated in accordance with this section. Either party wishing to amend, modify, or terminate this Agreement must so advise the other party in writing by certified mail by December 31, 2013 or by December 31st of any subsequent year of the contract. If such notice is given in accordance with the above by either party in 2013 or any subsequent year of the contract, the parties agree that it is their mutual objective to begin negotiations not later than February 1 and to conclude such negotiations not later than March 31 of the year in which such notice is so given.

IN WITNESS WHEREOF, The parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 27th day of September 2011.

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

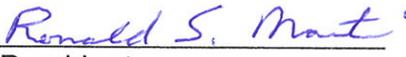
CITY OF NEWARK, DELAWARE



Chief Negotiator



City Manager



President

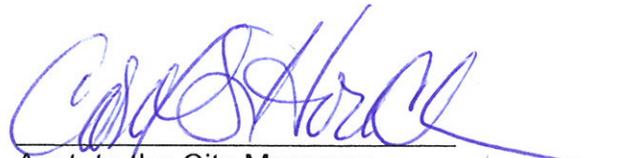


Chief Negotiator

Committee Members



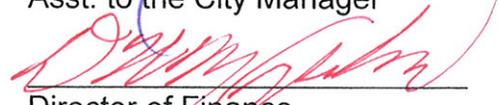
Committee Member



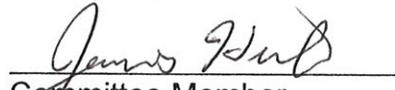
Asst. to the City Manager



Committee Member



Director of Finance



Committee Member

Attest:



Committee Member



City Secretary

APPENDIX A

OCCUPATIONAL CLASSIFICATIONS

Job Classifications and Labor Grades to which they are assigned are as follows:

<u>JOB CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>JOB CLASSIFICATION</u>	<u>PAY GRADE</u>
Automotive Service Technician	3	Electric Maintenance Worker	1
Building Maintenance Worker	4	Maintenance I	1
Custodian II	4	Automotive Service Technician	3
Electric Groundhand	5	Equipment Operator	3
Electric Maintenance	1	Refuse Collector	3
Electric Meter Technician	17	Building Maintenance Worker	4
Electrician 1 st Class	17	Custodian II	4
Electrician 2 nd Class	10	Electric Groundhand	5
Electrician's Helper II	5	Electrician's Helper II	5
Equipment Operator	3	Equipment Operator II	6
Equipment Operator II	6	Maintenance III	6
Equipment Operator III	8	Refuse Driver I	6
Heavy Equip. Operator/Mechanic	10	Street Sweeper Operator	7
Junior Lineman	10	Equipment Operator III	8
Lineman 1 st Class	17	Maintenance IV	8
Lineman 2 nd Class	14	Refuse Driver/Collector	8
Maintenance I	1	Refuse Driver II	8
Maintenance III	6	Transfer Station Operator	8
Maintenance V	8	Water Plant Operator	8
Mechanic II	11	Water & WW Mechanic/Operator	9
Refuse Collector	3	Electrician 2 nd Class	10
Refuse Driver/Collector	8	Heavy Equip. Operator/Mechanic	10
Refuse Driver I	6	Junior Lineman	10
Refuse Driver II	8	Senior Water Plant Operator	10
Senior Lineman	19	Water Meter Technician	10
Senior Mechanic	13	Mechanic	11
Senior Water Plant Operator	10	Senior Mechanic	13
Street Sweeper Operator	7	Lineman 2 nd Class	14
Transfer Station Operator	8	Electric Meter Technician	17
Water & WW Mechanic/Operator	9	Electric 1 st Class	17
Water Meter Technician	10	Lineman 1 st Class	17
Water Plant Operator	8	Senior Lineman	19

**APPENDIX A
WAGE SCHEDULE I
EFFECTIVE APRIL 1, 2011 TO DECEMBER 31, 2011**

LABOR GRADE	MINIMUM <u>1</u>	<u>2</u>	MIDPOINT <u>3</u>	<u>4</u>	MAXIMUM <u>5</u>
1	17.21	17.78	18.25	18.85	19.05
2	17.51	18.05	18.64	19.12	19.58
3	17.78	18.25	18.95	19.47	20.01
4	18.16	18.68	19.29	19.84	20.47
5	18.56	19.05	19.75	20.28	20.93
6	18.95	19.47	20.18	20.75	21.32
7	19.47	20.01	20.76	21.47	21.97
8	20.18	20.75	21.47	21.97	22.86
9	20.98	21.58	22.37	23.10	24.04
10	21.77	22.58	23.31	24.13	24.98
11	22.37	23.13	24.04	24.69	25.71
12	22.84	23.66	24.57	25.38	26.33
13	23.23	24.13	25.14	26.01	26.98
14	23.66	24.58	25.59	26.68	27.59
15	25.14	26.03	27.12	28.30	29.33
16	26.46	27.59	28.72	29.95	31.17
17	27.11	28.23	29.33	30.60	31.87
18	27.77	28.88	30.06	31.17	32.47
19	28.38	29.54	30.72	31.87	33.19

**APPENDIX A
WAGE SCHEDULE II
EFFECTIVE JANUARY 1, 2012 TO DECEMBER 31, 2012**

<u>LABOR GRADE</u>	MINIMUM		MIDPOINT		MAXIMUM
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
1	17.56	18.14	18.62	19.23	19.43
2	17.86	18.41	19.01	19.50	19.97
3	18.14	18.62	19.33	19.86	20.41
4	18.52	19.06	19.68	20.24	20.88
5	18.94	19.43	20.15	20.68	21.35
6	19.33	19.86	20.59	21.16	21.74
7	19.86	20.41	21.18	21.90	22.41
8	20.59	21.16	21.90	22.41	23.32
9	21.40	22.02	22.81	23.56	24.52
10	22.20	23.03	23.78	24.62	25.48
11	22.81	23.59	24.52	25.18	26.22
12	23.29	24.14	25.06	25.88	26.86
13	23.70	24.62	25.64	26.53	27.52
14	24.14	25.08	26.10	27.22	28.15
15	25.64	26.55	27.67	28.87	29.92
16	26.99	28.15	29.29	30.55	31.80
17	27.11	28.79	29.92	31.22	32.51
18	28.32	29.46	30.66	31.80	33.12
19	28.94	30.13	31.34	32.51	33.85

**APPENDIX A
WAGE SCHEDULE III
EFFECTIVE JANUARY 1, 2013 TO MARCH 31, 2014**

<u>LABOR GRADE</u>	MINIMUM		MIDPOINT		MAXIMUM
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
1	17.91	18.50	18.99	19.61	19.82
2	18.22	18.78	19.39	19.89	20.37
3	18.50	18.99	19.72	20.26	20.82
4	18.89	19.44	20.07	20.64	21.30
5	19.31	19.82	20.55	21.10	21.78
6	19.72	20.26	21.00	21.59	22.18
7	20.26	20.82	21.60	22.33	22.86
8	21.00	21.59	22.33	22.86	23.78
9	21.83	22.46	23.27	24.03	25.01
10	22.65	23.49	24.25	25.11	25.99
11	23.27	24.06	25.01	25.69	26.75
12	23.76	24.62	25.57	26.40	27.39
13	24.17	25.11	26.16	27.06	28.07
14	24.62	25.58	26.62	27.76	28.71
15	26.16	27.08	28.22	29.44	30.51
16	27.53	28.71	29.88	31.16	32.43
17	27.65	29.37	30.51	31.84	33.16
18	28.89	30.05	31.27	32.43	33.78
19	29.52	30.74	31.96	33.16	34.53