

AN AGREEMENT BETWEEN
CWA LOCAL 1036
COMMUNICATIONS WORKERS OF AMERICA NATIONAL UNION
AND
THE CITY OF NEWARK, DELAWARE
January 1, 2017 – December 31, 2017

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CWA LOCAL 1036 AGREEMENT

Entered into this 1 day of JANUARY 2017 between the City of Newark, hereinafter referred to as the Municipality or City, and the CWA Local 1036, hereinafter referred to Union.

ARTICLE I - GENERAL

Sec. 1. Purpose

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

Sec. 2. Union Recognition

The Municipality recognizes the Communication Workers of America National Union, Local 1036, as the sole and exclusive collective bargaining agent for the regular, full-time employees covered hereunder in accordance with the certification of Representative issued by the Delaware Public Employment Relations Board on December 17, 1995. The Municipality also recognizes the CWA as the sole and exclusive collective bargaining agent for the regular, part-time employees covered hereunder in accordance with the Certification of Representative issued by the Delaware PERB on June 12, 1997.

This bargaining agent is recognized for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment. The Union agrees that it will not accept into membership in this bargaining unit employees of the municipality who are excluded from membership in accordance with the above certification.

New or substantially changed positions created after the date of this Agreement shall be included or excluded from the bargaining unit by agreement between the City and the Union. In the event of a dispute, either the City or the Union may petition PERB for determination of inclusion or exclusion from the unit.

Sec. 3. Management of Municipality

- A. 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 procedure, and other terms and conditions of employment specifically defined in this Agreement:

The determination of the services and the standard of service 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; the determination of the standards to be used in selection for employment; the sole right to hire; the determination of the number of men and 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 its legal responsibilities; and all rights and responsibilities not specifically modified by this Agreement.

- B. It is understood by the parties that while all duties assigned to a particular classification may not be specifically outlined in the job description, all tasks not enumerated but reasonably related to the classification shall also be performed by the employees.

Sec. 4. Union Security

- A. As a condition of employment, all employees covered by this Agreement, or in the case of newly hired employees, six (6) months after the date of hiring, shall 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 recognized 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 the Union as a condition of employment. It is agreed that the Municipality or any of its supervisory personnel or other agents or representatives will not in any manner attempt to influence a present or future employee in a decision on this matter. Any employee represented by the CWA who does not meet the requirements of this section 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 Union Representative of the Union. In the event of a dispute over this matter, it may become subject to the grievance procedure, including arbitration.
- C. It is recognized that it is within the proper legal authority of the Union to assess a fair share Service Fee in lieu of member dues upon an employee who, under sub-section B, does not become a member of the Union. It is expressly understood that any lawful action taken by the Union to establish or collect a Service Fee is solely an action of the Union and is in no way an action on behalf of the City.

- D. Upon the written authorization of any employee covered by this Agreement, the City shall deduct from his wages the monthly or weekly amount of dues and/or Service Fees as certified by the Secretary of the Union. Such dues and Service Fees, if any, shall be remitted to the Treasurer of the Local Union with a list of those for whom such deductions have been made, not later than the fifteenth (15th) day of the following month. The Union will notify the City Manager in writing at least thirty (30) calendar days in advance of any change in the amount of such deductions.
- 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 City for the purpose of complying with any of the provisions of this Article.

Sec. 5. Union Representation

- A. Any reference to "Grievance Committee" shall for the purposes of this Agreement mean the Grievant(s), the appropriate Representative and the Union Representative of the Union who shall be known as the Grievance Committee Chairman.
- B. The Municipality agrees to recognize Union Representatives for the purpose of grievance handling as follows:

Administration, , and Electric	1 Representative 1 Alternate
Public Works & Water Resources Department	1 Representative 1 Alternate
Legislative and Judicial	1 Representative 1 Alternate
Planning & Development Department	1 Representative 1 Alternate
Parks & Recreation Department	1 Representative 1 Alternate
Police Department	1 Representative 1 Alternate
Finance Department	1 Representative 1 Alternate

The Union will submit to the Municipality, within ten (10) working days following the signing of this Agreement, the names of all Representatives enumerated in this section and the Chairman of the Union's Grievance Committee. The Union further agrees to submit to the Municipality any changes made from this list within five (5) working days following such change. In the event that the Representative is unavailable, his or her alternate shall assume his or her duties.

- C. The Municipality agrees to pay the following Union members at their straight-time rate for time spent in joint City/Union grievance hearings:

- Step One: Grievant(s) and Union Representative
- Step Two: Grievant(s) and Chairman of Grievance Committee
- Step Three: Grievant(s), Union Representative and Chairman of Grievance Committee

- D. Representatives 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. 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 Union Representative, may be from any one (1) department.

Sec. 6. Strikes

Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slow-down in any department of the City, or any curtailment of work or restriction of production, or interference with the operations of the City.

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 notice shall be served upon the City. The Union shall do everything in its power to obtain the return to work from said employees.

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. Any violation of the requirements of this section is grounds for immediate cancellation of this Agreement by the City.

Sec. 7. Discrimination and Coercion

- A. Neither the Municipality nor any of its agents or representatives shall discriminate against any employee because such employee is a member of, or acting as, a Representative, Officer or other agent of the Union. Neither the Union, nor any representative, officer or other agent of either, shall intimidate or coerce any employee.

- B. The Municipality and the Union has a 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, or handicapped status. 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, the terms of this collective bargaining Agreement, and the ideals of City Council Resolution 74-U regarding Affirmative Action.

Sec. 8. Scope of Agreement

This Agreement and each of its articles, sections and sub-sections shall apply to all employees of the bargaining unit except where it is explicitly restricted to "regular, full-time" or "regular, part-time" employees only.

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ARTICLE II - GRIEVANCES

Sec. 1. Grievance Procedure

Any grievance, 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 his representative at STEP THREE. Time limits, as set forth herein, may be extended in writing by agreement of the parties.

A grievance shall, for the purposes of this Agreement, 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.

Either the Union or the City may, if it chooses, have an attorney represent it or its employees at any step in the grievance procedure except STEP ONE.

STEP ONE:

Any employee having a grievance or dispute, or one (1) designated member of a group having a grievance or dispute should first, and within ten (10) working days of the date he knew of the cause for his grievance or dispute, reduce the grievance or dispute to writing on form(s) provided by the City and submit the form(s) to the employee's Department Director.

The Department Director shall schedule a meeting with the Chairperson of the Grievance Committee to discuss and/or resolve the grievance or dispute within three (3) working days after receipt of the grievance or dispute.

The Department Director shall issue a decision, in writing, on the form(s) within three (3) working days after the conclusion of the discussion and he shall affix his signature thereto.

STEP TWO:

If the decision of the Department Director shall be unsatisfactory, the Union shall have the right through its Grievance Committee, the appeal of said grievance or dispute to the City Manager and/or his 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 Director to the Union in STEP ONE of the Grievance Procedure. The City Manager and/or his 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 the Grievance Committee.

The City Manager and/or his representatives(s) shall submit his decision, in writing, within seven (7) working days following the appeal meeting and affix his signature thereto.

Sec. 2. Arbitration

STEP THREE: APPEAL TO THE ARBITRATOR

- A. In the event a grievance is still unsettled, it may be appealed to arbitration. Requests for arbitration shall be made to the American Arbitration Association in writing by certified mail, with a copy to the Municipality, within twenty (20) working days after the final decision has been given at STEP TWO of the grievance procedure, otherwise such case shall be considered settled on the basis of the decision so rendered.
- B. Any grievance arising out of or relating to the interpretation or application of this 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 his decision, stipulate the party against whom his 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 contrary to, or inconsistent with, or modifying, or amending, or adding to, or eliminating, or varying in any way, the terms of this Agreement, or of applicable law or rules and regulations having the force and effect of law. In no event shall the scope of the arbitration exceed the interpretation and application of this Agreement. Such scope will be limited to the specific subject matter jointly submitted. 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

know 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, Sec. 6, Strikes, take the "disciplinary" and/or "immediate cancellation of this Agreement" action as provided for in Article I, Sec. 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, Sec. 6, Strikes. Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article I, Sec. 3 of this Agreement or which questions 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 an 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.

Sec. 3. Municipality Grievance

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. The Municipality is obligated when submitting grievances to make every reasonable effort to ascertain, document and present the true acts relating to the situation in order to facilitate appropriate and timely resolution or action. In the event the matter is not satisfactorily adjusted within ten (10) days after such presentation, it may be appealed at STEP THREE in the Grievance Procedure. If the matter is not satisfactorily settled in this meeting, it may be appealed to arbitration as provided for in Sec. 2., Arbitration.

Sec. 4. 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.

Sec. 5. 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 - LEAVES OF ABSENCE

Sec. 1. Sick/Emergency/Disability Leave

The current sick and emergency leave policy for regular, full-time employees of this Municipality as established by City Ordinance shall be continued for the term of this collective bargaining agreement.

- A. Cumulative sick leave shall accrue to each regular, full-time employee 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 medical certification for absences of one (1) or two (2) days and shall require medical certification for all absences of three (3) days or more, except for Communication Officers that shall provide a medical certification after an absence of 24 consecutive scheduled hours. This is to acknowledge the 12-hour schedule exhibited in Appendix C that varies from other Union employees. 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. The City Manager may permit an 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 an 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 accruing after the return to duty. Should an 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 an employee takes nine (9) or more days of sick leave (not including approved emergency leave) in a calendar year, five (5) days of sick leave will be deducted from his 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 these days not be included in the amount of sick leave taken during the calendar year for purposes of determining whether the five-day (5) penalty provision should be imposed. This request shall be made in writing, accompanied by appropriate medical documentation, and shall be reviewed by the City Manager.
- C. An 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 having taken less than five (5) sick leave days (not including approved emergency leave). These additional sick leave days will be added to the

employee's accrued sick leave bank. For sick leave payback purposes, these additional sick leave days shall be credited at the end of the calendar year of good attendance.

- D. To receive compensation for sick leave, it is the 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.
- E. Each regular, full-time employee may be allowed to use up to a maximum of three (3) days off work with pay per calendar year to attend to situations of a serious, sudden and unforeseen nature, which require the employee's immediate attention. Such situations may include a serious, sudden and unforeseen illness or medical emergency to a member of the employee's immediate family. Such situations may include an unforeseen illness or medical emergency to an immediate family member, or an unforeseen incident to the employee's principal residence. Immediate family shall be defined as Article III, Section 4 Death in Family.
- 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.
- G. It is understood that a regular, full-time employee's attendance record shall be the major criterion used by the Municipality in making a decision on the granting of advance sick leave requests. In order for such requests to be considered, the employee shall also meet all of the minimum requirements outlined in Paragraph (A) and (C) in this Section. The determination of a good or poor attendance record shall remain within the City Manager's discretion.

Sec. 2. Vacations

- A. Each regular, full-time employee having less than twelve (12) months of continuous service, as a full-time employee 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. Each regular, full-time employee having twelve (12) months of continuous service as a full-time employee in any calendar year shall be entitled to ten (10) working days vacation with pay each calendar year.
- C. Each regular, full-time employee having five (5) or more years of continuous service as a full-time employee shall be entitled to fifteen (15) working days vacation with pay each calendar year.
- D. Each regular, full-time employee having ten (10) or more years of

continuous service as a full-time employee shall be entitled to twenty (20) working days vacation with pay each calendar year.

- E. Each regular, full-time employee having twenty (20) years or more continuous service as a full-time employee shall be entitled to twenty-five (25) working days vacation with pay each calendar year.
- F. Each regular, full-time employee with less than ten (10) years of service may be allowed, at the discretion of the City Manager, to carry over up to five (5) days of vacation if operational requirements prevent the employee from using all of his or her vacation in a given year. Each regular, full-time employee is expected to reasonably plan the utilization of earned vacation time in the year after it is accrued.
- G. Each regular, full-time employee with ten (10) or more years of service as a full-time employee may carry over and accumulate with current year vacation credits a maximum of ten (10) days. Said carry-over vacation credit may be used concurrently with vacation earned for any following year.
- H. Should a holiday be observed while a regular, full-time employee is on vacation, the employee shall be entitled to an additional vacation day approved by the employee's Department Director.
- I. The Department Directors will schedule vacation as nearly as possible as employees desire giving preference to seniority and full-time status, but the City Manager 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 Paragraph F in this Section.
- J. If an employee terminates employment without giving the City two (2) weeks' notice, he shall not be paid for vacation time due.
- K. If an employee retires or resigns with two (2) weeks' written notice of resignation, or dies, is discharged or laid off, he or his beneficiary shall be paid for any unused vacation time accrued the previous calendar year or years as provided for and limited above in this Section, as well as accrued vacation time earned in the current calendar year prorated to date of termination.
- L. Each regular, full-time employee shall be allowed to use, during the employee's first year of employment, up to one-half (1/2) of vacation accrued during the employee's first year of employment.
- 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.
- O. Part-Time employees who become Full-Time will be granted service credit for their part-time status for purposes of vacation accrual.

Sec. 3. Holidays

- A. The following shall be holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday

The floating holiday to be taken on one (1) day each year as determined by the Union and approved by the City Manager, provided the Union shall make written request for the holiday to the City Manager at least sixty (60) days before the holiday.

Employees can earn in a subsequent year a thirteenth (13th) floating paid holiday, known as a Community Service Day, by completing four (4) City-sponsored charitable events (for example, City-sponsored blood donations to Delmarva Blood Bank).

- B. Provided that the regular, full-time employee must have worked the scheduled day prior to and the next scheduled work day 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 work days due to verified personal illness, emergency illness at home, an injury sustained on the job, hospitalization, or death in the immediate family.
- C. Should any of the above holidays fall on Saturday or Sunday, the Friday preceding or the Monday following shall be the legal holiday in accordance with the standards adopted by the State of Delaware.
- 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 above shall not receive pay for the holiday.
- E. Each regular, part-time employee shall receive compensation for each

holiday in Section A above. 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 shall receive the equivalent to his or her regularly scheduled day worked. Regularly scheduled worked shall be defined as the average, routinely scheduled hours over the preceding 6-month period excluding overtime hours, if applicable. Holiday Pay shall not exceed in 7.5 hours for any one given scheduled day.

Sec. 4. Death in Family

When death occurs in any regular, full-time employee's immediate family, the employee will be excused on request up to five (5) days to attend the funeral and will be compensated at this straight time hourly rate for normal scheduled hours lost as follows:

The immediate family shall be defined to include employee's spouse, children, step-children, parents, brother, sister, step-brother, step-sister, step-mother, step-father, mother-in-law, step-mother-in-law, father-in-law, step-father-in-law, brother-in-law, step-brother-in-law, sister-in-law, step-sister-in-law, grandparents and grandchildren.

Each employee may be required by the Municipality to show proof of death and relationship. Except in extraordinary cases approved by the City Manager or their assigned, bereavement leave days must be taken consecutively and must commence within seven (7) days of the death of the immediate family member.

Employees may utilize sick leave contiguous to bereavement leave with the supervisor's approval, which shall not be unreasonably denied.

Sec. 5. Military Leave and Pay Differential

A regular, full-time employee with one (1) year or more years of service attending annual encampments of 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 regular, full-time employee shall be granted a credited service for each ten (10) day period or portion thereof during which he is absent. Such military pay differential shall be the amount by which the regular, full-time 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 government. Seniority shall accumulate. Any regular, full-time employee required to take a military examination for the purpose of being inducted into the Armed Forces shall be paid for the time off up to seven and one-half (7 1/2) hours.

Any employee who enters either active or inactive training duty or service in the Armed Forces of the United States under any applicable statute, upon the termination of such services 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 thereof.

Sec. 6. Jury Duty-Subpoenaed Witness

Recognizing it is the obligation of every citizen to serve when called upon to do so, each employee will be excused from work for jury duty or when subpoenaed as a witness.

Any regular, full-time employee who is called and reports for jury duty or as a witness for work related matters under this paragraph shall be paid straight time hourly rate lost by him 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 seven and one-half hours per day and thirty-seven and one-half hours per week. Employee shall sign over any fee for fulfilling jury duty less any parking expenses and submit with his timesheet. Private legal matters do not apply to this section.

Sec. 7. Absence Caused by Inclement Weather

Each employee who is absent from work as a direct result of inclement weather during a Governor-declared state-of-emergency shall be allowed to use accrued vacation, compensatory time or emergency leave during such absence.

Sec. 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 absents himself 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.

Sec. 9. Union Leave

The City agrees to allow no more than three (3) employees at any given time to attend the regular Conventions or Union Meetings of the CWA Local and International Union. The Union agrees to notify the City in writing at least two (2) weeks prior to the use of this leave. This leave shall not exceed ten (10) aggregate working days for the entire bargaining unit during any two (2) consecutive calendar years. Each employee taking Union Business Leave may use earned time or may take such leave without compensation from the City.

ARTICLE IV - WAGES AND HOURS OF WORK

Sec. 1. Salary Schedule and Occupational Classification

January 1, 2017 2.9% across the board increase

The base salary rate for each occupational classification covered by this agreement shall be as set forth in Appendix A.

Sec. 2. Rate of Progression and Merit Evaluation

- A. The Municipality shall make an evaluation of the individual merits of each regular, full-time employee annually on forms provided by the Municipality.
- B. Each regular, full-time employee shall have the quality of his work evaluated by the Municipality before completion of six (6) months' employment. If the employee's service is satisfactory, the employee shall be placed in non-probationary status. If the employee's service is unsatisfactory, he shall be subject to dismissal.
- C. Each regular, full-time employee hired after June 1, 2001 may be eligible for an increase to the next higher pay step in their pay grade according to the following schedule:

<u>Step</u>	<u>Time in Step</u>
A	1 Year
B	1 Year
C	1 Year
D	1 Year
E	1 Year
F	1 Year
G	--

- D. Each regular, full-time employee hired prior to June 1, 2001 may be eligible for an increase to the next higher pay step in their pay grade according to the following schedule:

<u>Step</u>	<u>Time in Step</u>
A	6 Months
B	6 Months
C	6 Months
D	6 Months
E	1 Year
F	1 Year
G	--

An eligible step advancement may be processed at the date that represents the employees Hire Date or Full-Time, Benefit Eligible date, which may not be the same. For example, an employee hired part-time on January 1 is promoted full-time on July 1, then his or her Step Date shall be on July 1. If someone is promoted or reclassified, the Step Date is not impacted by this action.

- F. Each regular, part-time employee shall complete a six (6) month probationary period. The performance of each regular, part-time employee shall be evaluated prior to the end of the probationary period. Each regular, part-time employee whose performance is rated as less than satisfactory may be terminated from employment.
- F. The performance of each regular, part-time employee shall be evaluated prior to advancing the employee's hourly rate to the next higher step. Such evaluation shall be conducted prior to the employee's anniversary date. The employee's performance must be rated as satisfactory or better to receive an increase to the next higher hourly rate. If the employee's performance is rated as less than satisfactory, the employee's salary shall remain at the same step for an additional year.

Sec. 3. Hours and Overtime

- A. The basic work week for each regular, full-time employee in the bargaining unit shall consist of five (5) regularly scheduled work days of seven and one-half (7 1/2) hours each.
- B. Each regular, full-time employee who is required to work in excess of thirty seven and one-half (37 1/2) hours in any regular work week shall be compensated according to one of the following methods chosen by the employee:
1. Accrue Compensatory Time at the rate of one and one-half (1 1/2) hours for each hour of excess work performed; or
 2. Receive compensation at the rate of one and one-half (1 1/2) times

the employee's Hourly Base Pay for each hour of excess work performed.

3. Employee shall be able to accrue compensatory time up to a maximum balance of two hundred (200) hours.
- C. Each regular, full-time employee who is required to report back to work to perform work in addition to the employee's regular seven and one-half (7 1/2) hour workday or thirty-seven and one-half (37 1/2) hour workweek shall receive for such work the greater of four (4) hours pay multiplied by the employee's Overtime Hourly rate or the actual number of additional hours worked multiplied by the employee's Overtime Hourly rate.
 - D. Each regular, full-time employee who is required to perform work on a designated holiday shall receive compensation at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for each hour of such work performed. This compensation shall be in addition to Holiday Pay.
 - E. Each regular, part-time employee who is required to perform work in excess of forty (40) hours in any work week shall receive compensation at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for each hour of such work performed.
 - F. Communication Officers shall receive a minimum of four (4) hours of standby pay for witness duties.
 - G. For purposes of Communications Officers, all references to 7.5 hours or 37.5 hours of time shall be equivalent to 8.0 hours or 40.0 hours of time consistent with the 12-hour shift schedule. Further, references for duration of time shall be converted uniformly for Communication Officers.
 - H. Telecommute hours may be permissible for regular, full-time Union employees that have the potential for measurable productivity as determined and approved by department directors, and authorized by the City Manager's Office, shall be granted opportunities on a case-by-case basis to work remotely. City reserves the right to revoke such privileges without prejudice. Union members shall not be eligible for shift differential for pre-scheduled telecommute work tasks, nor shall the minimum call-out provision and time obligation apply to such works. Union employees shall be compensated for actual time worked consistent with normal timesheet rules.

Sec. 4. Longevity Pay - Regular, Full-Time Employees Only

After 10 years	\$700 annually
After 15 years	\$1,300 annually
After 20 years	\$2,000 annually

Sec. 5. Service Award

Effective January 1, 2007, each 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. Such payment shall be made on or about December 1 of each year and shall be in an amount to be determined as follows:

- A. The Service Award amount for each full-time employee shall be equal to two percent (2%) of the employee's monthly base salary rate as of November 1 multiplied by the employee's years of full-time and part-time service.
- B. The Service Award amount for each part-time employee shall be equal to two percent (2%) of the employee's base hourly pay rate as of November 1 multiplied by the employee's years of full-time and part-time service multiplied by eighty (80).

Sec. 6. Defined Benefit Union Employee Retirement

Effective February 1, 2017, the following application of retirement and benefit compensation for all Union defined benefit pension employees shall be as follows:

An employee who is retirement eligible may utilize up to four (4) weeks of accrued vacation, compensatory or personal time after his or her actual last day worked. No later than four (4) weeks, but by the 1st day of the subsequent month, the employee shall be considered an 'active retiree' and commence retirement benefits.

Sec. 7. Clothes Cleaning Allowance

Each regular, full-time Parking Enforcement Officer and Animal Control Officer shall receive an annual clothes cleaning allowance of three hundred dollars (\$300). Each regular, part-time Parking Enforcement Officer and regular, full-time Communications Officer shall receive an annual clothes cleaning allowance of one hundred fifty dollars (\$150). Such allowance shall be paid on or about April 1 of each year.

Field Employees, as defined by the Dress Policy, shall receive a stipend of \$15 per month to offset the cost of work-appropriate clothing.

Sec. 8. Working Out of Grade

- A. Each regular, full-time employee who is temporarily required by the employee's Department Director to perform the duties of a higher paying position for more three (3) work days consecutively, or within a pay period, 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. This applies to Out-of-Grade for Management employee positions as well.
- B. Each regular, full-time Parking Enforcement Officer who is required to perform the duties of the Animal Control Officer shall receive Out-of-Grade Pay in accordance with the above formula for each hour of such work performed.
- C. Each regular, full-time Customer Service Representative who is required to perform the duties of the Utility Billing Technician shall receive Out-of-Grade Pay in accordance with the above formula for each hour of such work performed.

Sec. 9. Shift Differential

- A. 1. Each regular, full-time employee who is required to work between 1500 hours and 2300 hours as part of a non-day shift shall be compensated in addition to the employee's regular base and longevity pay for actual hours worked during that period. Such compensation shall be known as Shift Differential Pay and shall be in an amount equal to seventy-five cents (75¢) for each hour of such regularly scheduled non-overtime work performed and one dollar and thirteen cents (\$1.13) for each hour of overtime work performed.
- 2. Each regular, full-time employee who is required to work between 2300 hours and 700 hours as part of a non-day shift shall be compensated in addition to the employee's regular base and

longevity pay for actual hours worked during that period. Such compensation shall be known as Shift Differential Pay and shall be in an amount equal to one dollar and ten cents (\$1.10) for each hour of such regularly scheduled, non-overtime work performed and one dollar and sixty-five cents (\$1.65) for each hour of overtime work performed.

3. The above shift differential shall be applied to base compensation prior to calculation of overtime rate. Overtime compensation shall be based on the shift that the employee is scheduled to work.
- B. If an employee requests a schedule adjustment that would result in his or her working before 8 a.m. or after 4 p.m., that employee will not be entitled to receive shift differential pay for the said hours if the request is granted.

ARTICLE V - FRINGE BENEFITS

Sec. 1. Group Health Insurance

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 seventeen and one-half percent (17.5%) of the difference between the premium rate for employee only coverage and the premium rate for the chosen dependent coverage

Sec. 2. Group Dental Insurance

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 seventeen and one-half percent (17.5%) of the difference between the premium rate for employee only coverage and the premium rate for the chosen dependent coverage.

Sec. 3. Labor-Management Health and Dental Insurance Committee

There is hereby established a Labor-Management Health and Dental Insurance Committee. The purpose of the committee is to:

- A. Select the City's health and dental insurance carrier(s).
- B. Establish the design of the City's health and dental insurance plan(s) after December 31, 2008.

The Committee is to be comprised of two (2) representatives of each of the following groups:

1. Management Employees
2. AFSCME Local 1670
3. FOP Lodge 4
4. CWA Local 1036

The Committee will also include the Director of Finance and the City Manager or his designee. The Director of Finance and 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 employees who will be allowed to cast a vote in secret ballot on the issue.

The Committee will meet on or about June 1 of each year to review the City's health and dental insurance plans. 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. The Committee will also decide if it is necessary to consider changing insurance carriers of the City's plan.

Sec. 4. Retiree Health Insurance

- A. Eligibility for retiree and spouse health insurance coverage.
 - 1. Must terminate employment or die after June 1, 2001, and
 - 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 full-time service must be equal to or greater than eighty-five (85).

- B. For employees hired prior to January 1, 2014, 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 – Nine dollars (\$9.00) per month multiplied by the retiree's years of service in a full-time position. This amount shall increase to twelve dollars (\$12.00) per month for the spouse of each employee who retires after December 31, 2013.
 - 5. If the retiree and/or spouse fail(s) to reimburse the City within thirty (30) calendar days after the due date for such reimbursement, the City may cancel health insurance coverage for the retiree and/or spouse.
 - 6. If the retiree and 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 to discontinue health coverage through the City and to obtain health insurance coverage from another source, as provided by B6 above, shall be permitted to re-enroll in the City's plan at a later date provided that both the retiree and spouse remained continuously insured through another health insurance 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 of said spouse has discontinued coverage, except in the case of the retiree's death.
- C. For employees hired after January 1, 2014, the City shall establish and maintain a Retirement Health Savings (RHS) plan to provide savings to be used towards purchase of post-retirement health insurance for the employee and dependents. The RHS shall be established and maintained by the City in accordance with federal rules and law.
1. Each eligible employee shall contribute one percent (1%) of salary on a pre-tax basis bi-weekly to the RHS plan.
 2. Effective January 1, 2014, the City shall contribute Fifty Dollars (\$50.00) on a bi-weekly basis to the employee's RHS plan and such contributions shall increase One and One-Half Percent (1.5%) annually.
 3. Upon retirement eligibility, the employee may use the RHS funds to pay for eligible health insurance expense, which may include participation in the City's group health insurance.
 4. The employee's RHS account shall remain portable should the employee leave the City's employment. Funds in the RHS account may be used for eligible health insurance expenses, as governed by federal law and regulation.
 5. The City and Union agree to mutually support GASB guidelines and standards for funding OPEB liability.

Sec. 5. Life Insurance

- A. Employees - The City shall provide group term life insurance coverage to each employee with a death benefit amount equal to the greater of seventy-five thousand dollars (\$75,000) or two (2) times the employee's current annual base pay and longevity pay rates. The benefit amount shall not exceed one hundred fifty thousand dollars (\$150,000).
- B. Dependents – The City shall make available to employees 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. Supplemental – The City shall continue to allow employees to purchase supplement term life insurance at their own expense.
- D. Retirees – Each 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.

Sec. 6. Duplicate Insurance

Should the City be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the City under any insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage, and to escape such double payments, the City shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs. The City shall continue to provide those insurance benefits not duplicated.

Sec. 7. Retirement Plan

- A. The current retirement plan ("Defined Benefit Plan") as established by present City Ordinance or future City Ordinance shall be maintained and provided to regular, full-time employees hired prior to January 1, 2014. Two (2) representatives of the bargaining unit shall be allowed to attend meetings of the plan's Operations and Investment Committee.
- B. The City shall establish and maintain a defined contribution plan provided to regular, full-time employees hired after January 1, 2014.
- C. The contributions from employees and the City shall be as follows, or as mutually agreed to in writing by the parties:
 - Employee contributes four percent (4%) minimum, matched by City with six percent (6%)
 - If employee contributes five percent (5%), matched by City with six and seventy-five hundredths percent (6.75%)
 - If employee contributions six percent (6%), matched by City with seven and one-half percent (7.5%)

The employee contributions shall be deducted on a pre-tax basis

The employee must designate his/her contribution level at time of hire. The contribution level designated by the employee shall be irrevocable, unless allowed under federal law or regulation.

- D. The employee shall vest twenty percent (20%) of their benefits per year of service and shall be one hundred percent (100%) vested after five (5) years of service.
- E. After five (5) years of service, if an employee did not maximize his/her pre-tax contribution of six percent (6%), the employee shall receive an additional seventy-five hundredths of a percent (0.75%) from the City in the 401(a) plan for each one percent (1%) contributed by the employee into the available 457 Deferred Compensation plan. The existing maximum contributions for employee and employer, respectively, shall apply.
- F. The City and Union agree to mutually support GASB guidelines and standards for funding pension liability.

Sec. 8. 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.

Sec. 9 Worker's Compensation

Although not covered by Chapter 23, Title 19 of the Delaware Code, the City agrees, under its own program and control, to provide benefits substantially equivalent to those under the provisions of Title 19, Chapter 23 of the Delaware Code relating to Worker's Compensation in effect as of May 5, 1978.

Sec. 10. Long-Term Disability Insurance

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 a maximum benefit of four thousand dollars (\$4,000) per month. The City shall pay the entire premium for such coverage.

Sec. 11. Benefits Statement

Each regular, full-time employee shall be provided with an annual statement of benefits provided by the employer. Each separating, regular, full-time employee shall be provided with a statement of benefits provided to the employee upon separation from employment.

Sec. 12. Uniform Shoes

The City shall provide uniform shoes to employees assigned to the position of Parking Enforcement Officer and Animal Control Officer.

ARTICLE VI - GENERAL POLICIES

Sec. 1. Seniority

- A. Seniority is defined as the length of service of an employee, starting with the employee's date of hire with the City, in a position covered by this Agreement. A separate Seniority List shall be maintained for regular, full-time and regular, part-time employees.

The City will give serious consideration to the principle of seniority with respect to layoffs, recall, transfer and promotion. However, it is recognized that the principle of merit must also be given consideration and therefore the City reserves the right to final determination in regard to transfers and promotions. In cases of layoff, probationary employees in the affected classifications shall be laid off first. Employees will be laid off in accordance with seniority provided the remaining employee(s) have the skill and ability to perform the required work. Employees shall be provided at least thirty (30) calendar days notice of separation from the payroll. Recall shall be in the inverse order of layoff, provided the employee possesses the skill and ability to perform the work of the position for which recall is made.

A Seniority List shall be provided to the Union. The City shall provide written notice to the Union of any changes to the Seniority List each month as Union dues deductions are remitted.

- B. Loss of Seniority - An employee shall lose seniority and his 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 has been 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. An employee voluntarily retires or is automatically retired under the terms of the retirement plan.

Sec. 2. Probationary Period

- A. All new employees shall be subject to a probationary employment period of six (6) months. Seniority shall not be credited to an employee until he has successfully completed his six-month (6) probationary period. At such time the

employee shall be credited with seniority back to the first date of employment.

- B. 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.

Sec. 3. Transfers

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 readily available worker regardless of seniority.

Sec. 4. Promotions

- A. Whenever a vacancy for a high-rated position within the Municipality becomes available, the employees with seniority will be given prior consideration in filling such higher-rated position, provided they are qualified to perform the work satisfactorily. However, the management reserves the right to fill such vacancies with the person, who in their judgment, is the best qualified. Any employee may request a meeting with a representative from the City Manager's Office to discuss the disposition of any such promotion.
- B. The City will post notice of job openings on the bulletin boards for five (5) normal business days. Each employee who is interested in being considered for the open position may submit a written request to the City Manager. All such applicants will be interviewed prior to a selection being made. Nothing herein shall restrict the right of the City to simultaneously advertise the position on the outside for purposes of expediency.
- C. The selected employee will be given reasonable orientation and instruction during a promotional probationary period of up to six (6) months. An employee who fails to meet the job requirements within this period shall be notified of the reasons therefore and reassigned to the employee's previous classification and pay grade.
- D. The selected employee will be placed in the new position at the Starting Rate or the Step on the pay scale, which represents at least a four percent (4%) increase, whichever is greater. Each employee who successfully bids to a position of the same pay grade will remain at the existing Step. Each employee who successfully bids to a lower pay grade will be placed at the Rate closest to the employee's existing rate of pay.

Sec. 5. 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 the Assistant to the City Manager who shall place the item before the appropriate safety review committee for

their consideration.

- B. The City will continue to provide safety equipment and protective gear on an "as needed" basis as determined by the City, including, but not limited to, safety glasses, safety hats, gloves, raincoats, vests and protective coveralls.
- C. Each employee in the position of Utility and Water/Sewer Inspector, Code Enforcement Officer, Chief Surveyor, Survey Instrument Technician, Survey Assistant, Storekeeper, Meter Reader, Fire Marshal, Fire Prevention Inspector, Special Projects Coordinator, Property Maintenance Inspector, and Stormwater Coordinator will be provided approved safety shoes at a cost to the City not to exceed two hundred dollars (\$200) per pair annually.
- D. Each employee in the position of Animal Control Officer, and Parking Enforcement Officer will be provided approved uniform shoes, as agreed between the employees and their Department Head, on an "as needed" basis.

Sec. 6. 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 efforts 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 operations of the Municipality; and encourage the submission of improvements and cost-reduction ideas.
- C. The parties recognize the utility of continued communication during the term of the agreement so that management has the opportunity to be made aware of employees' suggestions, problems and concerns and so that employees have the opportunity to have their ideas heard and also so that they better understand the reasons behind management operating policies. Accordingly, in addition to the present communication methods available, a management-employee meeting will 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) Union 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.

Sec. 7. 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 Union Representative of the Union.

Sec. 8. 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.

Sec. 9. Conflicting Language

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.

This Agreement cannot be altered, modified or amended without a mutual written agreement signed by both parties. Any such prior written agreements or understandings between the City and the Union are null and void unless attached hereto as an addendum to this Agreement. Past practices which are not in conflict with the provisions of this Agreement, shall be recognized as such. However, 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.

Sec. 10. Review of Position Classification

The Union may request the City Manager to review the duties and responsibilities of any position, which may have begun to deviate from those duties, and responsibilities described for that position. The results of the review may indicate that the position'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 position.

Sec. 11. Personnel Files

Upon request, each employee shall be allowed to review the contents of the employee's personnel file in accordance with the guidelines established by State law. Each employee

shall have the right to attach a written response to any information that is contained in the employee's personnel file.

Sec. 12. Training

- A. The City will cover in advance when feasible, the cost of training classes and fees, which an employee is requested or required to take as a condition of their continued employment with the City. All such courses must be approved in advance by the City Manager or his designee. The City will pay the cost for two (2) tests/certifications, and additional efforts of the same test shall be paid by the employee.
- B. Each employee who attends such training courses will be reimbursed for all related travel expenses as provided by the Personnel Policy Manual.
- C. Each employee will be compensated at the employee's normal rate of pay for time spent traveling to and attending such courses. If such a course requires an employee to spend more than eight and one-half (8 1/2) hours in combined travel and course attendance on a given day, such employee will be compensated for any additional hours. This provision does not apply to training, which requires the employee to stay overnight. An employee required to stay overnight will not receive any compensation in addition to the employee's normal rate of pay and the travel expenses referred to in Paragraph B above.

Sec. 13. Citywide Drug Testing Policy

The Union supports the citywide drug policy established via City Personnel Manual Policy 3.6 – Drug and Alcohol Testing, referenced in Appendix “D.” It is acknowledged that an employee may request an extended leave of absence for medical reasons prior to submission of a drug test, but such leave must be supported by medical documentation within 24 hours. The City may require submission to a drug screening prior to return to work.

Sec. 14. Discipline

1. Each employee shall have the right to request Union representation at any meeting in which the employee may be the subject of a disciplinary action. The employee shall be advised of the right to representation at such meeting. If the employee chooses not to exercise this right, it shall be reflected in any written record of such meeting or disciplinary action.
2. GPS on Fleet Vehicles: The City implemented GPS units on fleet vehicles. The data collected by GPS units shall not be disciplinary in nature, rather may be considered information reviewed and investigated relating to existing personnel policies. GPS data shall not be the sole basis for disciplinary action. All investigations related to GPS data shall be treated in accordance to the established investigative and disciplinary process.

Sec. 15. Duration

The duration of this Agreement shall extend from January 1, 2017 through December 31, 2017 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 May 31, 2017 or by May 31st of any subsequent year of the contract.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representative this 12 day of JANUARY 2017.

THE UNION



Adam Liebtog, Local 1036 President
CWA Local 1036



Brian Sargeni
Union Representative



Tara Schiano
Union Representative

CITY OF NEWARK



Carol S. Houck, City Manager



Andrew S. Haines
Deputy City Manager



Devan Stewart
HR Manager

ATTEST:

Renee Bensley
City Secretary

APPENDIX A

OCCUPATIONAL CLASSIFICATIONS AND PAY GRADES

<u>TITLE</u>	<u>GRADE</u>
IT Digital Scanner-Records Assistant I	3
Secretary I	3
• Part-Time Secretary	
Welcome Center Attendant (Director of First Impressions)	4
Part-Time Equipment Technician/Mailroom Aide	4
Parking Ambassador	7
• Part-Time Parking Ambassador	
Animal Control Officer	8
IT Desktop Support	8
IT Digital Scanner/Records Assistant II	8
Secretary II	8
Research Aide	9
Survey Assistant	9
Victim Services Specialist	9
Customer Service Representative I	10
• Part-Time Customer Service Representative	
Public Works Dispatcher	10
Administrative Professional I	10
Part-Time Property Coordinator	10
Customer Service Representative II	11
Customer Service Representative III	12
Survey Instrument Technician	11
Planner – I	12
Property Maintenance Inspector I	12
• Part-Time Property Maintenance Inspector I	
Records Technician	12
Part-Time Recreation Specialist	12
IT Desktop Lead Support	12
Billing Technician	13
Finance Assistant	13
• Part-Time Finance Assistant	
Purchasing Assistant	13
Administrative Professional II	13
Engineering Technician	14
Financial Analyst	14
Fire Prevention Inspector	14
Planner – II	14
Property Maintenance Insp II	14
Utility Inspector I	14
Communications Officer I	14A
• Part-Time Communications Officer I	
Communications Officer II	15A
Chief Surveyor	15
Accountant I	16

Community Center Coordinator	16
Lead Planner	16
IT Application Support Analyst	16
IT Digital Records Management Coordinator	16
Utility Inspector II	16
Water and Sewer Inspector	16
Code Enforcement Officer	17
Fire Marshal	17
PWWR Engineer I	17
Special Projects Coordinator	17
Stormwater Program Coordinator	17
Accountant II	18
System Support Analyst	18
Recreation Supervisor	18
IT Application Support Administrator	18
IT Network Administrator I	19
Lead Code Enforcement Officer	19
PWWR Engineer II	19
IT Network Administrator II	21
IT Systems Administrator I	21
IT Network Administrator III	23
IT Systems Administrator II	23

APPENDIX B
January 1, 2017 through December 31, 2017

GRADE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
3	HOURLY	\$ 16.5532	\$ 17.2153	\$ 17.9039	\$ 18.6201	\$ 19.3649	\$ 20.1395	\$ 20.9451
	YEARLY	\$ 32,279	\$ 33,570	\$ 34,913	\$ 36,309	\$ 37,762	\$ 39,272	\$ 40,843
4	HOURLY	\$ 17.2155	\$ 17.9041	\$ 18.6202	\$ 19.3651	\$ 20.1397	\$ 20.9452	\$ 21.7831
	YEARLY	\$ 33,570	\$ 34,913	\$ 36,309	\$ 37,762	\$ 39,272	\$ 40,843	\$ 42,477
5	HOURLY	\$ 17.9041	\$ 18.6202	\$ 19.3651	\$ 20.1397	\$ 20.9452	\$ 21.7831	\$ 22.6544
	YEARLY	\$ 34,913	\$ 36,309	\$ 37,762	\$ 39,272	\$ 40,843	\$ 42,477	\$ 44,176
6	HOURLY	\$ 18.6202	\$ 19.3651	\$ 20.1397	\$ 20.9452	\$ 21.7831	\$ 22.6544	\$ 23.5606
	YEARLY	\$ 36,309	\$ 37,762	\$ 39,272	\$ 40,843	\$ 42,477	\$ 44,176	\$ 45,943
7	HOURLY	\$ 19.3651	\$ 20.1397	\$ 20.9452	\$ 21.7831	\$ 22.6544	\$ 23.5606	\$ 24.5030
	YEARLY	\$ 37,762	\$ 39,272	\$ 40,843	\$ 42,477	\$ 44,176	\$ 45,943	\$ 47,781
8	HOURLY	\$ 20.1397	\$ 20.9452	\$ 21.7831	\$ 22.6544	\$ 23.5606	\$ 24.5030	\$ 25.4831
	YEARLY	\$ 39,272	\$ 40,843	\$ 42,477	\$ 44,176	\$ 45,943	\$ 47,781	\$ 49,692
9	HOURLY	\$ 20.9452	\$ 21.7831	\$ 22.6544	\$ 23.5606	\$ 24.5030	\$ 25.4831	\$ 26.5024
	YEARLY	\$ 40,843	\$ 42,477	\$ 44,176	\$ 45,943	\$ 47,781	\$ 49,692	\$ 51,680
10	HOURLY	\$ 21.7831	\$ 22.6544	\$ 23.5606	\$ 24.5030	\$ 25.4831	\$ 26.5024	\$ 27.5625
	YEARLY	\$ 42,477	\$ 44,176	\$ 45,943	\$ 47,781	\$ 49,692	\$ 51,680	\$ 53,747
11	HOURLY	\$ 22.6544	\$ 23.5606	\$ 24.5030	\$ 25.4831	\$ 26.5024	\$ 27.5625	\$ 28.6650
	YEARLY	\$ 44,176	\$ 45,943	\$ 47,781	\$ 49,692	\$ 51,680	\$ 53,747	\$ 55,897
12	HOURLY	\$ 23.5606	\$ 24.5030	\$ 25.4831	\$ 26.5024	\$ 27.5625	\$ 28.6650	\$ 29.8116
	YEARLY	\$ 45,943	\$ 47,781	\$ 49,692	\$ 51,680	\$ 53,747	\$ 55,897	\$ 58,133
13	HOURLY	\$ 24.5030	\$ 25.4831	\$ 26.5024	\$ 27.5625	\$ 28.6650	\$ 29.8116	\$ 31.0041
	YEARLY	\$ 47,781	\$ 49,692	\$ 51,680	\$ 53,747	\$ 55,897	\$ 58,133	\$ 60,458
14	HOURLY	\$ 25.4831	\$ 26.5024	\$ 27.5625	\$ 28.6650	\$ 29.8116	\$ 31.0041	\$ 32.2442
	YEARLY	\$ 49,692	\$ 51,680	\$ 53,747	\$ 55,897	\$ 58,133	\$ 60,458	\$ 62,876
15	HOURLY	\$ 26.5024	\$ 27.5625	\$ 28.6650	\$ 29.8116	\$ 31.0041	\$ 32.2442	\$ 33.5340
	YEARLY	\$ 51,680	\$ 53,747	\$ 55,897	\$ 58,133	\$ 60,458	\$ 62,876	\$ 65,391
16	HOURLY	\$ 27.5625	\$ 28.6650	\$ 29.8116	\$ 31.0041	\$ 32.2442	\$ 33.5340	\$ 34.8754
	YEARLY	\$ 53,747	\$ 55,897	\$ 58,133	\$ 60,458	\$ 62,876	\$ 65,391	\$ 68,007

GRADE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
17	HOURLY	\$ 28.6650	\$ 29.8116	\$ 31.0041	\$ 32.2442	\$ 33.5340	\$ 34.8754	\$ 36.2704
	YEARLY	\$ 55,897	\$ 58,133	\$ 60,458	\$ 62,876	\$ 65,391	\$ 68,007	\$ 70,727
18	HOURLY	\$ 29.8116	\$ 31.0041	\$ 32.2442	\$ 33.5340	\$ 34.8754	\$ 36.2704	\$ 37.7212
	YEARLY	\$ 58,133	\$ 60,458	\$ 62,876	\$ 65,391	\$ 68,007	\$ 70,727	\$ 73,556
19	HOURLY	\$ 31.0041	\$ 32.2442	\$ 33.5340	\$ 34.8754	\$ 36.2704	\$ 37.7212	\$ 39.2301
	YEARLY	\$ 60,458	\$ 62,876	\$ 65,391	\$ 68,007	\$ 70,727	\$ 73,556	\$ 76,499
20	HOURLY	\$ 32.2442	\$ 33.5340	\$ 34.8754	\$ 36.2704	\$ 37.7212	\$ 39.2301	\$ 40.7993
	YEARLY	\$ 62,876	\$ 65,391	\$ 68,007	\$ 70,727	\$ 73,556	\$ 76,499	\$ 79,559
21	HOURLY	\$ 33.5340	\$ 34.8754	\$ 36.2704	\$ 37.7212	\$ 39.2301	\$ 40.7993	\$ 42.4312
	YEARLY	\$ 65,391	\$ 68,007	\$ 70,727	\$ 73,556	\$ 76,499	\$ 79,559	\$ 82,741
22	HOURLY	\$ 34.8754	\$ 36.2704	\$ 37.7212	\$ 39.2301	\$ 40.7993	\$ 42.4312	\$ 44.1285
	YEARLY	\$ 68,007	\$ 70,727	\$ 73,556	\$ 76,499	\$ 79,559	\$ 82,741	\$ 86,051
23	HOURLY	\$ 36.2704	\$ 37.7212	\$ 39.2301	\$ 40.7993	\$ 42.4312	\$ 44.1285	\$ 45.8936
	YEARLY	\$ 70,727	\$ 73,556	\$ 76,499	\$ 79,559	\$ 82,741	\$ 86,051	\$ 89,493

COMMUNICATION OFFICERS

January 1, 2017 through December 31, 2017

		A	B	C	D	E	F	G
14A	Hourly	25.4829	26.5022	27.5623	28.6648	29.8114	31.0038	32.2440
	Monthly	4,417	4,594	4,777	4,969	5,167	5,374	5,589
	Yearly	53,004	55,125	57,330	59,623	62,008	64,488	67,067
15A	Hourly	26.5022	27.5623	28.6648	29.8114	31.0038	32.2440	33.5337
	Monthly	4,594	4,777	4,969	5,167	5,374	5,589	5,813
	Yearly	55,125	57,330	59,623	62,008	64,488	67,067	69,750

Side Letter of Agreement #1 Dress Code

To foster a consistent and positive work environment that properly represents the core values and missions of the City of Newark, all employees shall follow the basic guidelines for dress. Certain employee divisions within the varied employee unions may require an attire that exceeds the below standards; the greater standard shall always take priority and govern the expectations for employment. For example, safety footwear may not be required for all members of a specific union based on job duties and obligations. All employees shall follow the general guidelines below.

1. Employees shall present themselves in a neat and clean manner; tattered or torn apparel is not appropriate.
2. Business casual shall be the minimum standard for dress attire.
 - a. Male-styled Dress: Dress shirts/polo shirts shall be tucked in to khaki pants or other business casual slacks. Slacks should fit appropriately and worn along the waistline consistent with business casual attire. Winter attire (e.g. sweaters) may not be required to be tucked.
 - b. Male-styled Dress: Shorts, jeans, sneakers, and flip-flops/hiking sandals are not acceptable attire unless a part of a particular event or program approved by the City. Dress sandals and/or 'boat shoes' can be worn with appropriate shirts and slacks. Overtly tight or revealing clothing is not acceptable to meet the intent of this policy.
 - c. Female-styled Dress: Attire shall be acceptable lengths to meet the intent to professionally represent the City; professional style skirts and slacks shall be expected to meet business casual intent of policy.
 - d. Female-styled Dress: Shorts, jeans, sneakers, and flip-flops/hiking sandals are not acceptable attire unless a part of a particular event or program approved by the City. Sandals are permissible if they are a wedge or have ankle straps/sling backs, consistent with business casual footwear. Overtly tight or revealing clothing is not acceptable to meet the intent of this policy.
3. Private business logoed apparel is not permissible; marginal apparel logos are expected and accepted. The only acceptable primary lettering and/or logo shall be that of the City.
4. Accessories (e.g. scarfs, necklaces, costume jewelry) are acceptable as long as it is not a safety risk, hazard or distraction to perform the employee, or their colleagues, work.
 - a. Hat gear is acceptable for 'field' employees that are exposed to the environmental elements. The gear shall be City specific, or a solid plain blue or green color – private logos, sports teams or affiliations are not acceptable for the intent of this policy. This standard shall apply to winter hat gear as well.

- b. Hat gear is not acceptable for traditionally 'administrative' employees working primarily within City Hall or its affiliated offices.
 - c. Visible tattoos, piercings, and body art shall be acceptable as long as it is not offensive, a safety risk, hazard or distraction to perform the employee, or their colleagues, work.
- 5. Field Operation Employees: As determined by job duties and obligations, employees working in the field will have an acceptable deviation from the policy intent for a business casual standard.
 - a. The colors within the City logo shall be the preferred color of clothing worn – a standard blue, dark blue or light blue, along with green. However, any other solid color without logo is acceptable. Sleeveless attire is not permitted. All apparel shall be solid in color without logo or print, except if it contains the City logo or text, and text is limited to "City of Newark, Delaware." To purchase logo apparel see Purchasing Administrator in the City Manager's Office.
 - b. Employees that desire a wicking/dri-fit, lightweight material must follow the criteria noted in Section F5a above. An exception, however, can be a yellow tee shirt that is also a safety, reflective, Class III shirt that meets the minimum safety, Class 3 standards set by DelDOT. A Class II safety article is permissible, with supervisor authorization, depending on employee division and work type.
 - c. Pants/Short Pants: Tattered or torn pants shall not be accepted. Pants should be of a canvas work material, and solid blue or khaki in color. Pants shall be clean and presentable. Denim jeans of a solid blue color are acceptable for field operation employees. Short pants are not acceptable for any field operation employee.
- 6. FOP/Sworn Police Officers, Animal Control Officers, and Parking Enforcement Officers are to comply with the uniform requirements contained in the Newark Police Department Policy and Procedures Manual.
- 7. Safety Items and Apparel: While working outside of a building or vehicle, each employee is required to wear an approved, reflective, safety vest. The City will supply all safety vests at no cost to the employee. The City will supply other safety items as noted in the Safety Materials Policy or bargaining unit agreements.
- 8. Stipend Allowance: Field Operation Employees shall receive \$15.00 per month to purchase required apparel. Monthly payment will be made to each employee, through payroll, however it is clearly noted that any Stipend Allowance payments are considered taxable income.

APPENDIX C

Communications Officer 12 Hour Schedule

Platoon	WEEK 1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hours
A	Dispatcher 1	DAY	-	-	DAY	DAY	-	-	36
A	Dispatcher 2	DAY	-	-	DAY	DAY	-	-	36
A	Dispatcher 3	DAY	-	-	DAY	DAY	-	-	36
B	Dispatcher 4	-	DAY	DAY	-	-	DAY	DAY	44
B	Dispatcher 5	-	DAY	DAY	-	-	DAY	DAY	44
B	Dispatcher 6	-	DAY	DAY	-	-	DAY	DAY	44
C	Dispatcher 7	NIGHT	-	-	NIGHT	NIGHT	-	-	36
C	Dispatcher 8	NIGHT	-	-	NIGHT	NIGHT	-	-	36
C	Dispatcher 9	NIGHT	-	-	NIGHT	NIGHT	-	-	36
D	Dispatcher 10	-	NIGHT	NIGHT	-	-	NIGHT	NIGHT	44
D	Dispatcher 11	-	NIGHT	NIGHT	-	-	NIGHT	NIGHT	44
D	Dispatcher 12	-	NIGHT	NIGHT	-	-	NIGHT	NIGHT	44
	Supervisor								
Platoon	WEEK 2	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
A	Dispatcher 1	-	DAY	DAY	-	-	DAY	DAY	44
A	Dispatcher 2	-	DAY	DAY	-	-	DAY	DAY	44
A	Dispatcher 3	-	DAY	DAY	-	-	DAY	DAY	44
B	Dispatcher 4	DAY	-	-	DAY	DAY	-	-	36
B	Dispatcher 5	DAY	-	-	DAY	DAY	-	-	36
B	Dispatcher 6	DAY	-	-	DAY	DAY	-	-	36
C	Dispatcher 7	-	NIGHT	NIGHT	-	-	NIGHT	NIGHT	44
C	Dispatcher 8	-	NIGHT	NIGHT	-	-	NIGHT	NIGHT	44
C	Dispatcher 9	-	NIGHT	NIGHT	-	-	NIGHT	NIGHT	44
D	Dispatcher 10	NIGHT	-	-	NIGHT	NIGHT	-	-	36
D	Dispatcher 11	NIGHT	-	-	NIGHT	NIGHT	-	-	36
D	Dispatcher 12	NIGHT	-	-	NIGHT	NIGHT	-	-	36
	Supervisor								

- Schedule based on 2 week rotation. At end of week 2 it starts back at week 1.
- Gray highlighted shift indicates short 8 hr day.
- Each pay period equals 80 hours

APPENDIX "D"

SUBJECT: Drug and Alcohol Testing
Amended: 12/21/2016

A. Policy

The City is concerned about the abuse of illegal drugs and alcohol within our organization and at the workplace. City employees are expected to be free from the influence of drugs or alcohol while they are on duty. This policy is being established, in accordance with the Omnibus Transportation Employee Testing Act of 1991, to ensure a safe and efficient workplace that is free of drugs and alcohol. This policy is based on the independent authority of the City to establish personnel policies and procedures and to proscribe certain behavior which is harmful to the interests and safety of the City and its employees.

B. Prohibited Activities

Employees are prohibited from engaging in the following activities:

1. The possession or consumption of alcoholic beverages while on duty without authorization.
2. The possession or consumption of any illegal, non-prescription drugs while on duty.
3. The operation of any City vehicle while under the influence of illegal drugs, or prescription drugs that impair the employee's ability to properly and safely complete their tasks.
4. The operation of any City vehicle by any employee with an alcohol concentration of 0.04 or greater.
5. Placing, carrying, or allowing the placement of any unauthorized alcoholic beverage or illegal drug in any City vehicle or equipment.
6. Reporting to work under the influence of illegal drugs, or prescription drugs that impair the employee's ability to properly and safely complete their tasks.
7. Reporting to work with a blood alcohol concentration of 0.04 or greater.
8. The operation of any City vehicle in violation of the federal Omnibus Transportation Employee Testing Act of 1991, requiring drug and alcohol testing for safety-sensitive employees.
9. The refusal to submit to an alcohol or drug test as defined and required by the Omnibus Transportation Employee Testing Act of 1991 or by union agreement.

C. Disciplinary Action

Each employee who engages in any of the activities prohibited by Section B of this policy shall be prohibited from operating City vehicles and be subject to the following disciplinary action:

1. All non-FOP members that violate this policy shall proceed through the established progressive disciplinary process.
2. All FOP members that violate this policy shall have any such findings submitted to the Lieutenant of Professional Standards to be addressed in accordance to established policies and regulations.

D. Testing

1. Pre-Employment – All individual who has been offered regular full-time or part-time employment with the City, including safety sensitive positions as a Police Officer or in any position which requires a Commercial Driver’s License (CDL), shall be tested for alcohol content and for the use of controlled substances with a 10-Panel drug screen. The offer of employment may be withdrawn from any individual whose test reveals an alcohol content of 0.02 or greater or the presence of a illegal drugs.
2. Random – Each employee who is assigned to a position which requires the possession of a CDL may be tested for alcohol content or for the use of controlled substances. Such tests shall be conducted on a random, unannounced basis in accordance with the Omnibus Transportation Employee Testing Act of 1991. All other regular, full-time and part-time employees shall also be included in quarterly random testing. All testing shall occur on City time during regularly scheduled shifts.
3. Reasonable Suspicion – Each employee who is assigned to a position which requires the employee to operate a City vehicle or to possess a CDL shall be tested for alcohol content or for the use of illegal substances if the employee’s supervisor, department director or the Deputy City Manager reasonably suspects that the employee is under the influence of alcohol, controlled substances or illegal drugs.
4. Post-Accident – Each employee who operated a City vehicle while it was involved in a traffic accident which resulted in the loss of human life or the issuance of a traffic citation shall be tested for alcohol content, the use of controlled substances or illegal drugs.

E. Testing Procedures

All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991. The testing will only be conducted by certified, third-party organization that is hired by the City for this purpose.

F. Refusal To Submit To A Test

An employee who refuses to submit to a test shall be an employee who:

1. Fails to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing.
2. Fails to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine testing.
3. Engages in conduct that clearly obstructs the testing process.

G. Referral

Each employee who may be in need of evaluation, counseling or rehabilitation shall be directed to contact the City's Employee Assistance Program ("EAP") for professional care. The EAP is a confidential source for medical resources to all regular, full-time employees. Employees may also contact his or her primary care physician for a referral.

H. Payment

1. The City shall pay the cost of initial testing (A-Sample) for alcohol, controlled substances and/or illegal drugs except as provided by this policy.
2. The City shall not pay the cost of evaluating, counseling or rehabilitation which may be required by the Omnibus Transportation Employee Testing Act of 1991.
3. The employee shall pay the cost of any test (B-Sample) requested by the employee to confirm the use of illegal drug(s) if the results of the confirmation test are positive. If the results of the B-Sample confirmation test are negative, the City shall pay the cost of the confirmation test. Positive A-Sample test of controlled substances shall be substantiated by a medical provider prior to the B-Sample confirmation test.

I. Positive Test For Controlled Substances

1. Each employee whose random confirmation test indicates the use of controlled substances or illegal drugs shall immediately be prohibited from operating City vehicles, and have the positive test investigated through established progressive discipline policies and procedures. Two (2) week suspension without pay is the recommended discipline.
2. Each employee who has tested positive on a random basis for controlled substances shall undergo a return-to-duty test with a negative result prior to being allowed to operate City vehicles.
3. At the City's expense, each employee who has tested positive on a random basis for illegal drugs shall be subject to unannounced follow-up testing as directed by the City, for at least a 90-days after return to work.
4. If the follow-up test reveals the continued presence of illegal drugs, the positive test shall be investigated through established progressive discipline policies and procedures. Termination from employment is the recommended discipline.

J. Positive Test For Alcohol

Each employee whose random test indicates an alcohol concentration of greater than 0.02 but less than 0.04 shall be prohibited from operating City vehicles for a period of twenty-four (24) hours. This occurrence and any future occurrences shall be investigated and addressed through established progressive discipline policies and procedures. Recommended levels of discipline shall be as follows:

1. First occurrence - written reprimand
2. Second occurrence - eight (8) hour suspension
3. Third occurrence - forty (40) hour suspension
4. Fourth occurrence - termination from employment

K. Questions

Each employee may contact the Deputy City Manager for further information about this policy.