



NEW CASTLE COUNTY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

Co-Chair: J. William Bell, Twelfth District
Co-Chair: Karen Hartley-Nagle, President

January 10, 2023
4:00 PM

VIRTUAL ZOOM WEBINAR MEETING** &
LOUIS L. REDDING CITY/COUNTY BUILDING
1ST FLOOR COUNCIL CHAMBERS
800 N. FRENCH STREET, WILMINGTON, DE 19801

AGENDA

A. Meeting Call to Order

B. Approval of Minutes

C. Review/Discussion of Resolution(s)

R23-019: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE COLLECTIVE BARGAINING AGREEMENT WITH FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5 CAPTAINS, MAJORS, & LIEUTENANT COLONEL Introduced by: Ms. Hartley-Nagle

R23-020: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE COLLECTIVE BARGAINING AGREEMENT WITH THE SWORN DEPUTY SHERIFFS REPRESENTED BY FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5 Introduced by: Ms. Hartley-Nagle

D. Review/Discussion of Ordinance(s)

°22-155: AMENDING *NEW CASTLE COUNTY CODE* CHAPTER 2 ("ADMINISTRATION"), ARTICLE 2 ("COUNTY COUNCIL") REGARDING COUNCIL COMMITTEES AND CHAIRS THEREOF Introduced by: Ms. Hartley-Nagle

°22-153: TO AMEND THE PAY PLAN AND RATES OF PAY FOR UNCLASSIFIED TEMPORARY SEASONAL AND PART-TIME RECURRING EMPLOYEES AND TO ADOPT THE CLASS SPECIFICATION FOR THE POSITION TITLES OF SEASONAL PARK PATROL OFFICER AND PARK PUBLIC SAFETY SPECIALIST Introduced by: Ms. Hartley-Nagle

°23-003: (TO BE CONSIDERED 1/24/2023) ADOPT THE PAY PLAN AND RATES OF PAY FOR FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5 CAPTAINS, MAJORS, & LIEUTENANT COLONEL Introduced by: Ms. Hartley-Nagle

°23-004: (TO BE CONSIDERED 1/24/2023) AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES REPRESENTED BY FRATERNAL ORDER OF POLICE (FOP) LODGE NO. 5 SWORN DEPUTY SHERIFFS Introduced by: Ms. Hartley-Nagle

E. Presentations**F. Other**

- Discussion of Park Public Safety Specialists
- Discussion of Police Jurisdictional Agreement
- Discussion regarding the Delaware State Police Call Takers being moved to Kent County Communication Center

G. Public Comment**H. Adjournment****AGENDA POSTED: January 3, 2023**

*The agenda is posted (7) seven days in advance of the scheduled meeting in compliance with 29 *Del. C.* Section 10004(e)(2). The meeting may go into Executive Session to address issues that arise at the time of the meeting.

**Under Title 29, Section 10006A of *Delaware Code*, New Castle County Council is holding this meeting as a

telephone and video conference, utilizing  Webinar. In addition, this meeting is open to the public in Council Chambers (800 N. French Street, Wilmington, DE 19801). The link to join the meeting via computer, smart device, or smart phone is : <https://zoom.us/j/377322142> You may also call into the meeting (audio) using the following call in numbers: 1-312-626-6799 or +1-646-558-8656 or +1-346-248-7799 or +1-669-900-9128 or +1-253-215-8782 or +1-301-715-8592. Then enter the Webinar ID: 377 322 142. If you do not have a good connection with one, please try the others. Additional information regarding phone functionality during the meeting is available at: <https://support.zoom.us/hc/en-us/articles/360029527911-Live-Training-Webinars>

Meeting materials, including a meeting agenda, legislation to be addressed during the meeting, and other materials related to the meeting are electronically accessible at <https://www.nccode.org/2351/Agendas-and-Minutes> Members of the public joining the meeting may be provided an opportunity to make comments in real time. A comment period will be administered by a moderator to ensure everyone may have an opportunity to comment.

If permitted to comment, you will not be able to speak until called upon by the moderator. For those appearing virtually, there are functions in the program that allow you to do this. Please see the link in the previous paragraph.

Introduced by: Ms. Hartley-Nagle
Date of introduction: January 10, 2023

RESOLUTION NO. 23-019

**AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE COLLECTIVE
BARGAINING AGREEMENT WITH FRATERNAL ORDER OF POLICE,
NEW CASTLE COUNTY LODGE NO. 5
CAPTAINS, MAJORS, & LIEUTENANT COLONEL**

WHEREAS, Fraternal Order of Police, New Castle County Lodge No. 5 petitioned the Public Employment Relations Board to create a new bargaining unit to represent New Castle County Police Officers in the ranks of Captain, Major, and Lieutenant Colonel; and

WHEREAS, the County Executive has successfully negotiated a collective bargaining agreement with the Fraternal Order of Police, New Castle County Lodge No. 5, Captains, Majors, & Lieutenant Colonel, attached as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby authorizes the County Executive to sign the agreement with the Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors, and Lieutenant Colonel as set forth in Exhibit "A" hereto.

Adopted by County Council of
New Castle County on:

President of County Council
New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to sign the collective bargaining agreement with the Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors, and Lieutenant Colonel. This agreement defines the wages and other terms of employment for the bargaining unit from July 1, 2022 through June 30, 2026.

It provides for a 2.5% increase in the first year effective July 1, 2022, a 2.5% increase in the second year effective July 1, 2023; a 2.5% increase in the third year effective July 1, 2024; and a 2.5% increase in the fourth year effective July 1, 2025. The contract includes a retention initiative by adding an additional 3% salary increase for any bargaining unit member who has completed eighteen years and twenty-one years of service. Additionally, effective July 1, 2022, availability pay for staff duty officers shall increase to \$30 per day. Members shall receive eight hours of straight time pay two times per year for range qualifying. Additionally, the contract eliminates Lincoln's Birthday and Columbus Day, adds Juneteenth as a paid holiday, and confers two floating holidays.

FISCAL NOTE: This Resolution will approve a four-year contract with the Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors and Lieutenant Colonel. The estimated fiscal impacts (Salaries/Wages and Employee Benefits) of the Collective Bargaining agreement for the period July 1, 2022 through June 30, 2026 are as follows:

FY2023	\$145,601
FY2024	\$200,839
FY2025	\$263,531
FY2026	\$321,757

[illegible]

2022 - 2026

AGREEMENT

between

NEW CASTLE COUNTY

and

**FRATERNAL ORDER OF POLICE, LODGE NO.5
CAPTAINS, MAJORS, & LIEUTENANT COLONEL**

[illegible]

ALPHABETICAL TABLE OF CONTENTS

AGREEEMNT	1
ALTERATIONS OF AGREEMENT.....	68
CLASSIFICATIONS AND SALARIES	56
DEDUCTION OF FOP DUES.....	5
DISCIPLINARY ACTION	15
DISCRIMINATION	18
DRUG TESTING	45
DURATION OF AGREEMENT.....	72
FOP GRIEVANCE REPRESENTATIVES	6
FOP SECURITY.....	4
FOP SICK BANK	44
GRIEVANCE PROCEDURE.....	8
GRIEVANCE SUBMISSION	9
HEALTH INSURANCE AND PRESCRIPTION DRUG BENEFIT	58
HOLIDAYS WITH PAY.....	21
HOURS OF DUTY – OVERTIME COMPENSATION	54
INTERNAL INVESTIGATION.....	16
LEAVE OF ABSENSE	52
MAINTENANCE OF STANDARDS.....	71
MANAGEMENT	2
MERIT SYSTEM RULES	69
MILITARY TRAINING LEAVE	46

PENSION.....	70
PROFESSIONAL TIME.....	55
PURPOSE.....	1
RECOGNITION	3
SAFETY AND HEALTH.....	57
SENIORITY	20
SHIFT SCHEDULING.....	53
SICK LEAVE	38
SPECIAL RIGHTS OF THE PARTIES	14
TEMPORARY RANK ASSIGNMENTS	67
VACATIONS.....	27

AGREEMENT

This Agreement was entered into effective _____, 2022, by and between the Government of New Castle County, Delaware, hereinafter referred to as “the County,” and the Fraternal Order of Police, New Castle County Lodge No. 5, hereinafter referred to as “the FOP.”

For New Castle County:

Honorable Matthew S. Meyer County
Executive

Date

For Fraternal Order of Police, Lodge #5:

Jonathan Yard President
Fraternal Order of Police, Lodge 5

Date

PURPOSE

- (1) It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County Government and the FOP unit covered hereby to ensure true collective bargaining under State law, to establish salaries, hours, working conditions, pensions as permitted by applicable law, and other terms of employment, consistent with availability of public funds and with the goals and purposes of the Merit System as established by County Ordinance and Regulation. The County Government and the FOP jointly pledge their cooperation to work together in the public interest to secure continued improvement in the services offered to the citizens of the County in accordance with the objectives of the Reorganization Act.

MANAGEMENT

- (2) It is understood and agreed that the County Government possesses the sole right to conduct the County’s business and to carry out its obligations including all legislative powers vested in County Council and Administrative powers vested in the County Executive and the Chief of Police as established by laws through ordinances, resolutions and rules and regulations of the Merit System and the Department of Police and that all management rights repose therein.

The County and the FOP will meet and negotiate if there are any future changes or alterations to current State law and/or the Law Enforcement Officers Bill of Rights which impact any section or provision of this Contract.

RECOGNITION

- (3) (a) The County Government recognizes the FOP as the sole and exclusive bargaining agent for all employees covered by this Agreement for the purpose of collective bargaining with respect to salaries, rates of pay, hours of employment, grievance handling, and other conditions of employment.
- (b) The term “employee(s)” as used in this Agreement shall include all Police Officers stated in specific numbered certifications of the Public Employment Relations Board (PERB) including Police Captains, Police Majors and Police Lieutenant Colonel and excluding from this bargaining unit all Police Officers below the rank of Captain and all other employees of the County Government of New Castle County.

FOP SECURITY

- (4) (a) All New Castle County Police Officers shall have the right to join or refrain from joining the FOP.
- (b) The FOP agrees that it shall fully and fairly represent all members of the bargaining unit.

DEDUCTION OF FOP DUES

- (5) (a) The County agrees to deduct the periodic membership dues and initiation fee uniformly required by the FOP as a condition of acquiring or retaining membership in accordance with the constitution and by-laws of the FOP from the pay of employees who certify that they authorize such deductions and who execute the “Authorization for Check-off of Dues” form.
- (b) Employees who certify that they authorize such deductions and execute the “Authorization for Check-off of Dues” form assign to the FOP from any wages earned or to be earned from the County as an employee the regular periodic dues and initiation fee or such an amount as may hereafter be established by the FOP and become due to it as said membership dues and initiation fee in the FOP.
- (c) Dues deductions shall be remitted to the designated financial officer of the FOP not later than the thirtieth (30th) day of the month.
- (d) Upon the proper transmittal of the FOP dues, the County has discharged its obligation to the FOP. The FOP agrees that it shall indemnify and hold the County harmless for any and all claims, demands, suits, actions, charges, grievances or liability of any kind or nature that may arise from, in connection to or by reason of

any action taken or not taken by the County for the purpose of complying with any of the provisions of this article on Deduction of FOP Dues, including any assessments or fees other than a regular membership fee, and the FOP further agrees that it shall reimburse the County for any reasonable legal fees or expenses incurred in defending against any such action. The FOP shall not be liable, however, if the claim arises because of the County's negligence or willful misconduct.

- (e) In the event the FOP changes the frequency or the amount of the union dues to be deducted from its members, it shall notify the Chief Human Resources Officer ("CHRO") in writing at least sixty (60) workdays prior to the effective date of such change. The County agrees to implement such a change within the sixty (60) workday period provided the required written notice has been given by the FOP.

FOP GRIEVANCE REPRESENTATIVES

- (6) (a) The employees in the bargaining unit shall be entitled to be represented by one grievance representative, chosen by the members of the bargaining unit. Said representative does not need to be a member of this bargaining unit.
- (b) If an area grievance representative is not available for the investigation and processing of grievances as specified in the grievance procedure herein due to being absent from work, an alternate from the grievance representative's area or the Chairperson of the Grievance Committee may be appointed by the President of the FOP to serve until the area representative shall return. The President of the FOP shall notify the Chief of Police and the CHRO, in writing, of such alternate's appointment and the term thereof, in order that County Government management personnel involved in the grievance procedure will give recognition to the alternate.
- (7) The FOP agrees to furnish to the Chief of Police and CHRO a complete list of all elected officers and representatives of the FOP together with their titles of responsibility.

GRIEVANCE PROCEDURE

- (8) (a) A grievance is any unresolved question or dispute regarding the wages, hours, terms, or conditions of employment, including unresolved questions or disputes concerning the interpretation and application of this Agreement. Such grievance should state the section(s)/paragraph(s) of the Agreement claimed to be in violation.
- (b) This procedure is designed to provide a peaceful and informal method of settling all such grievances while maintaining the professional integrity of employees covered by the Agreement. The parties agree that proceedings under this paragraph be kept informal and confidential as may be appropriate.
- (c) The FOP 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 to facilitate appropriate

and timely resolution or action. The County agrees to make available to the FOP such records as the County and the FOP deem appropriate.

- (d) It shall be the firm policy of the County to assure every such employee an unobstructed use of his/her grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.
- (e) Time limits as set forth herein may be extended, in writing, by Agreement of the parties.
- (f) The workday as used in this grievance procedure shall be defined as Monday through Friday excluding holidays.

GRIEVANCE SUBMISSION

- (9) Grievances shall be processed as rapidly as possible in accordance with the following procedure:
 - (a) Employees shall have the right to represent themselves with the County and have such grievance(s) adjusted without the intervention of the exclusive bargaining representative, provided the adjustment is not inconsistent with the terms of the Agreement or the rights of other employees then effective and a grievance representative shall be present. Such rejection of FOP representation shall be evidenced by the employee on a written waiver form executed by the employee and submitted to the FOP.
 - (b) Grievances will not be considered under the grievance procedure unless signed by the Chairperson of the Grievance Committee or the grievance representative and presented within twenty (20) days of the grievant's scheduled workdays after the employee becomes aware of the circumstances giving rise to the grievance, but in no case shall exceed twenty (20) working days. In the event that the employee seeks, pursuant to Section 13(c), an informal resolution of the issue that may constitute a grievance, the time for filing a grievance is extended for an additional five (5) working days after the employee is notified of the Chief of Police's proposed, informal resolution.
 - (c) Any employee may seek resolution of any issue that may be the subject of a grievance by informally discussing the issue with the Chief of Police or designee. After discussion with the employee, the Chief of Police or designee may propose an informal resolution. If accepted by the employee, no grievance may be filed. If not accepted, the employee shall have five (5) working days from the date he/she is notified of the resolution to file a formal grievance.
- (10) Step One: Director of Public Safety
 - (a) Any employee or one designated member of a group of employees having a grievance and/or his/her or their grievance representative shall file a grievance

signed by the employee(s) and present it to the Director of Public Safety. Director of Public Safety shall have five (5) working days from date of receipt of the grievance in which to schedule a Step One hearing. The Step One hearing shall be held within twenty (20) working days of receipt of the grievance by the Director of Public Safety. A written decision on the matter shall be provided to the grievant by the Director of Public Safety within fifteen (15) days of the Step One hearing.

- (b) If the affected employee is dissatisfied with the decision of the Director of Public Safety, he/she or his/her designated grievance representative may appeal to Step Two. An appeal to Step Two must be filed within five (5) working days of the date of the Step One written decision.

(11) Step Two: Chief Administrative Officer

- (a) Within thirty (30) working days of the receipt of any appeal from a Step One grievance decision, the Chief Administrative Officer (“CAO”) or designee shall hold a Step Two hearing. The CAO or designee shall conduct investigations, appoint advisory committees, require the attendance of members of the department as witnesses and require the production or examination of records, books, papers and other documents relating to the matter as they deem necessary. The FOP Grievance Committee, through the CHRO, shall have the authority to require the attendance of members of the department as witnesses and require the production or examination of records, books, papers and other documents relating to the matter. The County’s CAO designee may be the Deputy CAO, Director of Public Safety, CHRO, or Chief of Staff. Should these officials be unavailable, the parties may agree on a different person to serve as the Step Two Hearing Officer.
- (b) The employee, grievance representative, and/or members of the grievance committee and/or counsel shall present the grievance at the Step Two hearing.
- (c) The Chief Administrative Officer shall submit his or her decision in writing, on the grievance within ten (10) working days and shall affix his or her signature thereto.

(12) Step Three: Appeal to Mediation

- (a) The decision of the Step Two hearing officer may be appealed mediation. A mediator will be chosen by mutual agreement between the County and the FOP from a list of available mediators furnished by the American Arbitration Association (“AAA”).

(13) Step Four: Appeal to Arbitration

- (a) If Step Three mediation is unsuccessful, an appeal may be made for the matter to be resolved via arbitration, provided that a request for arbitration shall be filed with the American Arbitration Association (“AAA”) under the then current Labor Arbitration Rules within thirty (30) calendar days after the Step Two decision has

been given in writing by the Step Two hearing officer to the FOP President. Otherwise, the case shall be considered settled on the basis of the decision so given.

- (b) The arbitrator shall be selected from the membership of the AAA by mutual agreement of the County and the FOP. In the event the parties cannot agree on a selection within ten (10) working days after the parties' receipt of a list of available arbitrators from the AAA, such arbitrator shall be selected under the Voluntary Labor Arbitration Rules of the AAA.
- (c) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.
- (d) The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement. The arbitrator shall have no power to establish or change any wage rate or the job content of any classification or modification of any wage schedule.
- (e) In case of a grievance involving any continuing or other money claim against the County, 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 County in writing except in a case whereby the employee or the FOP due to lack of knowledge could not know prior to that date that there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.
- (f) The fee for the arbitrator's service and expenses, the administration fee of the AAA, and the cost of the proceeding shall be borne equally by the County and FOP. If either party desires a verbatim record to be made, it shall pay for the record and supply the arbitrator with a copy. Should the other party desire a copy(s) it can be obtained at the cost of the copy or copies desired.

SPECIAL RIGHTS OF THE PARTIES

- (14) The FOP has the right to initiate a system-wide grievance at Step Two without necessarily representing a single grievant. The County Government has the right to submit directly to arbitration those issues which may prevent or halt what is alleged to be a violation or breach of this Agreement by the FOP. The President of the FOP shall first be informed of such action by the County.

DISCIPLINARY ACTION

- (15) (a) It is agreed and understood that the County has the right to the maintenance of discipline. Any disciplinary action taken by the County shall be subject to appeal rights as provided in the grievance procedure herein.
- (b) The forms of discipline shall include dismissal, demotion, suspension without pay (including suspension of off-duty paid job assignments), transfer, written reprimand, and oral reprimand. Suspension of off-duty paid job assignments will not be used as a separate form of discipline (i.e., separate from suspension without pay), unless the disciplinary action arises out of a police officer's performance of a paid job assignment.
- (c) Any other form of discipline not specified in (b) above shall be approved by the FOP prior to its implementation.
- (d) The County agrees that it will not require employees to work extra-duty hours, as a form of discipline, without the appropriate compensation.

INTERNAL INVESTIGATION

- (16) Establishment
- (a) This establishes the internal investigation procedures to be followed when a police officer is questioned in connection with an investigation of his/her conduct. It is understood that police officers exercise a difficult, but important role in the maintenance of law and order. Their constant responsibility to act within the framework of law, and in a manner which properly reflects on the discipline of the department requires that reporting procedures be established to maintain officer accountability. On the other hand, it is important that in the process of requiring officers to render account for their use of power, they are not required to sacrifice important rights safeguarded to all other citizens.
- (b) Definition of Internal Investigation
- An internal investigation is any examination, question, inquiry, investigation, scanning or other method designed to examine certain points of information, either based on fact or hearsay, which may have as an ultimate result the disciplining of a police officer for alleged violations of law, governing rules and regulations, directives or other rules of conduct.
- (c) Professional Standards Unit
- The department shall establish a unit, to be known as the Professional Standards Unit, which shall be responsible for handling internal investigations.

- (d) The Department recognizes that, for purposes of criminal prosecution, officers do not automatically waive their Constitutional privilege against self-incrimination when questioned regarding an internal investigation. However, every police officer shall answer questions posed to him/her by officers of the Professional Standards Unit. If a police officer refuses to answer questions upon being advised of his/her Garrrity Rights, he/she may be placed on administrative leave without pay by the Chief of Police or designee immediately upon refusal.

If an officer is cooperative, but reasonably requests additional time to retain counsel and/or legal representation, he/she shall be placed on administrative leave with pay for no more than twelve (12) calendar days and he/she shall be paid his/her base rate of pay. Should the employee continue to refuse to answer questions posed by the Professional Standards Unit after the twelve (12) days mentioned above, he/she may be continued on administrative leave, but it shall be without pay or benefits. However, if no criminal charges are placed against the employee, he/she shall be reinstated with full benefits and back pay at his/her base rate.

- (e) Complaints

When a complaint is made against a police officer, a preliminary review of the complaint will be conducted using all available resources, including but not limited to: body worn camera footage, video surveillance footage, audio recordings, and/or witness testimony. If there is just cause to investigate, the complaint will be fully and properly investigated. If there is no corroborative evidence in support of the complaint, then the complaint shall be classified as unfounded, and the employee shall not be required to submit a written report or memorandum.

- (f) Procedure

The following procedures are established to ensure certain rights of police officers under investigation and shall not be construed to limit supervisory or command authority in normal operations. To ensure that internal investigations are conducted in a manner which is conducive to good order and discipline the following procedures are established:

- (1) Every police officer shall answer questions upon the request of officers of the Professional Standards Unit, subject to the provisions in paragraph (d) above. Before questioning of the police officer occurs, he/she shall be apprised of the following: identity of the officer in charge of the investigation, identity of the officers conducting the investigation, their names, ranks, and assignments, the nature of the investigation including any alleged violations of rules and regulations and/or orders, or any other allegations. The police officer shall be notified of the complainant's name, if available. The police officer shall also be advised whether his/her involvement in the investigation is as a principal or witness at the time of questioning.

- (2) The questioning of a police officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward and preferably when the police officer is on duty.
- (3) The questioning of a police officer shall be conducted at police headquarters, the City/County Building, or the place where the incident allegedly occurred, as designated by the investigating officer, unless otherwise waived by the officer being investigated.
- (4) All questions directed to the officer under investigation shall be asked by and through no more than two (2) interrogators.
- (5) Interrogation sessions shall be for a reasonable period and shall allow time for such personal necessities and rest periods as are reasonably necessary.
- (6) If a complete record, either written, taped or transcribed, shall be kept of the interrogation of the police officer, a copy of the record shall be available to the officer or his/her counsel upon request.
- (7) If the officer under interrogation is being investigated in reference to violation of a criminal statute, he/she shall be completely informed of his/her rights prior to the commencement of the interrogation.
- (8) At the request of any officer under interrogation, he/she shall have the right to be represented by counsel or other representative of his/her choice, who shall be always present during the interrogation, unless waived by the officer.
- (9) Directives and orders concerning internal investigations inconsistent with the guidelines set forth herein shall be modified accordingly.
- (10) The department shall not insert any adverse material into any file of an officer except the file of the internal investigation, unless the officer has an opportunity to review, sign, receive a copy of, and comment in writing upon the adverse material.
- (11) If the County is required by subpoena to produce a Professional Standards Unit file or part of a file and an employee is party to the proceedings or an officer may be required to testify, the officer may review the produced files.
- (12) Prior disciplinary actions related to discriminatory policing, harassment, and/or tampering with evidence, may be considered for purposes of establishing a pattern or practice of unacceptable behavior and may be used for purposes of future progressive discipline regardless of when the

prior disciplinary action occurred. An employee who receives no discipline for three years from the last discipline shall not have prior discipline for infractions unrelated to discriminatory policing, harassment, and/or tampering with evidence considered against him/her for purposes of future progressive discipline.

(17) Legal Defense and Police Professional Liability Insurance

- (a) The County agrees to provide defense counsel for any employee subjected to or threatened with civil or criminal prosecution as a result of the lawful performance of his/her duties as an employee of the County. All reasonable efforts will be made to provide counsel acceptable to both the County and the employee, but the final determination as to who shall serve shall rest with the County alone. The County agrees to accept responsibility for all reasonable and necessary expenses connected to the defense of the employee, but in no event shall the County pay, or be responsible or liable for, any assessment of punitive damages, or for fines beyond the cost of the defense in a suit in which the employee is found to have acted wantonly and/or maliciously.
- (b) The FOP or the employee may provide or obtain such additional counsel as they may deem necessary for the proper defense of the employee without prejudice to or relief of the County's responsibility in the provision of counsel as provided for in paragraph (a) above.
- (c) The County shall provide police professional liability insurance coverage providing for protection against false arrest and civil suit damages for each individual employee in the performance of his/her duties. Said coverage shall be for a maximum benefit of one million dollars (\$1,000,000.00).

DISCRIMINATION

- (18) (a) The County shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of members of this bargaining unit.
- (b) The FOP agrees to represent employees in the unit by admitting persons into membership without discrimination on the basis of race, creed, color, national origin, marital status, age, gender, sexual orientation (defined as heterosexuality, homosexuality or bisexuality), or political affiliation; further, the FOP recognizes its responsibility of non-interference, restraint of coercion of any employee of the County in the performance of his/her duty.
- (c) There shall be no discrimination by the FOP or the County because of race, color, creed, national origin, gender, sexual orientation (defined as heterosexuality, homosexuality, or bisexuality), age or any other classification provided by law.

PROBATIONARY STATUS PERIOD

- (19) Employees who are disciplined up to and including dismissal during the probationary period defined above may challenge such discipline through the contractual grievance procedure as allowed by 11 *Del. C.* § 9203. Any separation from service of a probationary employee having been sworn and assigned regular duty shall require the approval of the CHRO.
- (a) Employees who are appointed to a higher rank must serve a probationary period of one (1) year during which time the individual must meet the requirements of the new rank as established by the Chief of Police. Failure to meet the requirements will subject the individual to reduction to former rank.
 - (b) Nothing in section (c) above is to be construed as limiting the Chief of Police in the promotion of personnel as vacancies or operations may demand.

SENIORITY

- (20) (a) Employee names shall be placed on the seniority list by classification in order of their seniority as of the most recent date of hire. County-wide seniority shall be used for measuring accrual of benefits and increments. In the event of a tie in seniority, the employee with the highest last three digits in his/her social security number shall be considered the senior employee. If a tie exists when these last three digits have been reviewed, the employee with the highest last four digits in his/her Social Security number shall be considered the senior employee.
- (b) The Office of Human Resources shall keep the seniority lists up-to-date. Upon request, the President of the FOP may inspect the seniority list in the Office of Human Resources.
 - (c) An employee shall lose seniority standing if separated from County employment except in the event of a layoff not exceeding two years.
 - (d) Layoffs, when necessary, shall begin with those employees having the least seniority in the positions covered by this Collective Bargaining Agreement in the affected occupational classification. A senior employee may displace the junior employee in a lower classification after exhausting his/her seniority within his/her own classification. Employees who can retain employment with the County by exercising their seniority but elect not to do so and, in lieu thereof, choose to leave County service shall be considered to have resigned voluntarily.
 - (e) Employees who have been laid-off shall have recall rights in the inverse order of layoff according to seniority for a period of two years. The employee shall be given one option of returning. If he/she elects not to return, all further recall rights shall be forfeited. If recalled within the two-year period, employees shall not be required to attend a police academy.

- (f) No employee may be bumped by a person outside of the bargaining unit as a result of a reduction in force.

HOLIDAYS WITH PAY

- (21) (a) The following shall be holidays with pay each year:

New Year's Day
 Martin Luther King's Birthday
 Presidents Day
 Good Friday
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Election Day (every other year)
 Veterans' Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Eve Day (Normal workday to be 4 hours)
 Christmas Day

The above specified holidays with pay shall be scheduled for celebration each year and the dates of observance shall be those specified by the State of Delaware or County Executive for such holidays.

a. Special Holidays

Such other days as the Governor and/or County Executive may designate as holidays with pay shall be known as special holidays.

b. Floating Holidays

Effective January 1, 2023, employees shall be granted two floating holidays each calendar year. Floating holidays must be taken by December 31st of each year. Unused floating holidays shall not carry over to the next calendar year. Floating Holidays shall be taken in 8 hour, one day, increments. Floating Holidays requests made prior to April 1 will be approved on the basis of seniority. Requests on or after April 1 will be approved on a first- come first serve basis

- (22) Employees required to work a holiday, with the exception of those mentioned in section 21(b) of this agreement, shall receive, at their option, either 8 hours of vacation added to their accrued vacation time or time and one-half their regular rate of pay for such hours worked in addition to holiday pay.

- (23) Whenever the holiday falls on a Saturday, the preceding Friday shall be considered the holiday; and whenever the holiday falls on a Sunday, the following Monday shall be considered the holiday.

For employees whose work cycle requires them to work Saturday or Sunday, the holiday shall be celebrated on the actual day.

- (24) An employee shall have the option of receiving his/her holiday pay in separate semi-annual checks. Such payments would be made on June 30 and December 15. If an employee chooses to exercise this option, it is understood that it would be effective for one (1) year, after which the employee may choose to again exercise the option or not. This option must be exercised prior to January 1 of each year.
- (25) To receive holiday pay, the employee must have worked the last scheduled workday prior to and the next scheduled workday following the holiday if work is available. Holiday pay shall be granted if absence is due to any paid leave granted by the County.
- (26) Employees who have holiday work assignments and fail to report and perform such work for any reason other than set forth above, shall not receive pay for the holiday.

VACATIONS

- (27) Employees of the County covered by the terms of this Collective Bargaining Agreement who meet the eligibility criteria as of December 31 of a given year shall be granted vacation with pay, or a vacation allowance in lieu thereof in accordance with the requirements outlined below. With regard to vacation allowance in lieu of vacation time off, it shall be at the County's option and complete discretion whether to provide to an employee at his/her request a vacation allowance in lieu of vacation time off.
- (a) Employees on the payroll of the County who shall have one (1) year of accumulated service with the County at December 31 but less than (5) years, shall be entitled to ten (10) days of vacation in the following year.
 - (b) Employees on the payroll of the County who shall have five (5) years of accumulated service with the County at December 31 but less than ten (10) years, shall be entitled to fifteen (15) days of vacation in the following year.
 - (c) Employees on the payroll of the County who shall have ten (10) years of accumulated service with the County at December 31 but less than fifteen (15) years, shall be entitled to twenty (20) days of vacation in the following year.
 - (d) Employees on the payroll of the County who shall have fifteen (15) years of accumulated service with the County at December 31 shall be entitled to twenty-five (25) days of vacation in the following year.

- (e) Employees on the payroll of the County who have completed more than fifteen (15) years of accumulated service with the County on December 31 shall be entitled to twenty-five (25) days of vacation plus one (1) additional day of vacation for each successive year of accumulated service in the following year.
- (28) Any employee completing the fifth (5th) year of accumulated service or the tenth (10th) year of accumulated service or the fifteenth (15th) year of service with the County during the current vacation year shall be entitled to fifteen (15) days of vacation or twenty (20) days of vacation or twenty-five (25) days of vacation in the current vacation year. Any employee completing more than fifteen (15) years of accumulated service shall be entitled to twenty-five (25) days of vacation and one (1) additional day of vacation for each successive year of accumulated service in the current vacation year.
- (29) Vesting
 - (a) Vacation with pay shall vest as of December 31 of the calendar year proceeding the then current vacation year.
 - (b) Employees falling under the scope of this Agreement who qualify for a vacation on the vesting date and are terminated from the payroll of the County before taking vacation, shall receive vacation allowance at time of termination in lieu of vacation time off. However, in the event any employee voluntarily resigns, he/she shall be required to give two (2) weeks' notice of such intention to be eligible for the benefit accruing under this Paragraph.
 - (c) Employees who terminate due to the retirement provisions of the Merit System Rules and Regulations, shall be paid a vacation allowance in accordance with the following schedule:
 - (1) For any employee who would be entitled to ten (10) days of vacation if he/she worked until the following December 31, one (1) day of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of ten (10) days.
 - (2) For any employee who would be entitled to fifteen days of vacation if he/she worked until the following December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of fifteen (15) days.
 - (3) For any employee who would be entitled to twenty (20) days of vacation if he/she worked until the following December 31, two (2) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of twenty (20) days.
 - (4) For an employee who would be entitled to twenty-five (25) days of vacation if he/she worked until the following December 31, two and one-

half (2.5) days of vacation for each completed month of service after the preceding December 31, to a maximum of twenty-five (25) days.

- (5) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the following December 31 ("the employee's total vacation days") the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, after the preceding December 31, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she had worked until the following December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.
- (30) In the case of an employee who is on an approved leave of absence when vacation is vested on December 31, he/she shall be credited with vacation, upon his/her return, for each full month of service which was completed before the leave began in the preceding calendar year. The vacation shall be credited, during the current calendar year, in accordance with the following formula:
 - (a) For an employee who would be entitled to ten (10) days of vacation if he/she worked until the preceding December 31, one day of vacation for each completed month of accumulated service, to a maximum of ten (10) days.
 - (b) For an employee who would be entitled to fifteen (15) days of vacation if he/she had worked until the preceding December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service, to a maximum of fifteen (15) days.
 - (c) For an employee who would be entitled to twenty (20) days of vacation if he/she had worked until the preceding December 31, two (2) days of vacation for each completed month of accumulated service, to a maximum of twenty (20) days.
 - (d) For an employee who would be entitled to twenty-five (25) days of vacation if he/she had worked until the preceding December 31, two and one-half (2.5) days of vacation for each completed month of accumulated service, to a maximum of twenty-five (25) days.
- (31) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the preceding December 31 ("the employee's total vacation days") the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four vacation days if he/she had worked until the preceding December 31, such an employee would be credited with three and

one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.

(31) An employee who is on an approved leave of absence during the current calendar year but returns to work before December 31 shall vest vacation according to the following formula:

- a. For an employee who would have been entitled to ten (10) days of vacation if he/she had worked during the entire calendar year, one (1) day of vacation for each completed month of service in the current calendar year, to a maximum of ten (10) days.
- b. For an employee who would have been entitled to fifteen (15) days of vacation if he/she had worked during the entire calendar year, one and one-half (1.5) days of vacation for each completed month of service in the current calendar year, to a maximum of fifteen (15) days.
- c. For an employee who would have been entitled to twenty (20) days of vacation if he/she had worked during the entire calendar year, two (2) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty (20) days.
- d. For an employee who would have been entitled to twenty-five (25) days of vacation if he/she had worked the entire calendar year, two and one-half (2.5) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty-five (25) days.
- e. For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked during the entire calendar year ("the employee's total vacation days"), the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of service in the current calendar year, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she had worked the entire calendar year, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of service in the current calendar year, to a maximum of thirty-four (34) days.

(32) **Vacation Scheduling**

The scheduling of vacation period shall be subject to the approval of the Chief of Police and, in an emergency, may be subject to change. Initial vacation requests made prior to March 1 will be selected based on seniority.

An employee who does not receive his/her requested vacation shall have until March 15 to resubmit the vacation request in accordance with the foregoing procedure. After March 15, vacations will be granted on a first come, first served basis based upon the date submitted, with seniority serving as a tie breaker.

Vacations scheduled prior to March 15 shall not be canceled due to transfers unless an emergency exists, as per the first paragraph of this section.

- (33) Vacation time will be credited and subtracted in hours, based on the employee's regularly scheduled eight (8) hour shift.
- (34) The vacation year shall begin March 1 and end on the last day of February. Vacation must be applied for and taken during this period. A maximum of 560 hours of vacation may be accumulated and carried over, subject to the following provisions:
 - a. An employee carrying over up to 240 vacation hours must take at least 40 hours of vacation in each vacation year; and
 - b. An employee carrying over 240 to 560 vacation hours must take at least 80 hours of vacation in each vacation year.
 - c. An employee carrying over more than 560 hours shall require the approval of the Chief of Police and the CHRO or their designees.
- (35) During the period governed by seniority, vacation requests for dates during the months of June, July, and August of two (2) consecutive scheduled full workdays or more will have priority over vacation requests of one (1) day.
- (36) If a holiday falls within an approved scheduled vacation period, the employee shall be entitled to an additional day of vacation in lieu of holiday pay.
- (37) (a) The County shall provide the payroll check covering the vacation period in advance of the scheduled vacation, if requested at least two (2) weeks before the advance payroll check is to be issued.
- (b) The County will make every effort to ensure that vacations taken in lieu of holiday or overtime day pay will be recorded on the employee's next paycheck or as soon thereafter as possible.

SICK LEAVE

- (38) Each full-time employee is entitled to sick leave with full pay in accordance with the following provisions:

An employee shall be credited with one (1) day of sick leave for each completed month of service. Accumulation of sick leave is unlimited.

Sick leave may be used to prevent loss of pay when absent for:

- a. Personal illness or injury, when not covered by worker's compensation.

- b. Medical, dental, or optical appointment. Up to four (4) hours of sick leave shall be granted for such appointments, unless factors such as unusual travel or recuperative problems occur. Additional time shall be granted in these instances if supported by a copy of the appointment form or other acknowledgment supplied by the treating physician.

An employee who has prior knowledge that he/she may have to use sick leave for medical, dental, or optical appointments shall make application for this type of sick leave on forms prescribed by the County, specifying the name and location of the physician and the date and time of the appointment. Such application for sick leave usage must be made at least twenty-four (24) hours in advance for an employee to be entitled to use sick leave to cover his/her absence. Inability or failure to notify the County twenty-four (24) hours in advance shall require the employee to provide an explanation to the Chief of Police or designee. If a medical emergency precludes the employee from applying for sick leave in advance of a medical, dental, or optical appointment, he/she shall be required to complete the application form immediately following his/her return to work and properly verify such emergency by supplying a statement from his/her physician. To receive compensation for sick usage for a medical, dental, or optical appointment, the employee shall also be required to report his/her inability to be on duty, as specified in Paragraph 43 of the FOP Contract, if such an appointment precludes his/her coming to work at his/her regularly scheduled starting time.

- c. Quarantine in the home, or when upon the advice of a physician it appears that the presence of an employee would jeopardize the health of fellow employees.
- d. Illness requiring personal attention of an employee due to the illness or injury of an individual with whom the employee resides or to care for a member of the immediate family who has a 'serious health condition' as defined by the Family and Medical Leave Act for whose care the employee is responsible. The immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or any relative residing in the same home or any person with whom the employee has made his/her home. The limit under this paragraph shall be ten (10) days per year. Further usage shall require the approval of the Chief of Police or designee.
- e. The County and the FOP agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a program directed toward their rehabilitation.

- (39) To receive compensation for sick leave, it is the employee's responsibility to report his/her inability to be on duty and the reason at as early an hour as practical, but in any event prior to the time set for the beginning of his/her daily duties.
- (40) Sick leave will be credited and subtracted in hours, depending on the employee's regularly scheduled eight (8) hour shift.

- a. To receive payment for sick leave, any employee who is absent for personal illness for three (3) or more consecutive days may be referred to the County's designated medical facility upon returning to work unless he/she presents a medical certificate. If the employee returns to work without a medical certificate, he/she shall immediately report to his/her supervisor who shall determine whether or not the employee should start work or be referred to the County's designated medical facility.
- b. After an absence of three (3) or more consecutive days, due to a personal, non-occupational injury, an employee shall not be permitted to return to work unless he/she presents a medical certificate from his/her physician.

(41) Time off without loss of pay or sick leave shall be granted as follows:

- a. In the case of a death of a member of the immediate family, defined in Section (38), paragraph (d), no deduction of hourly rate may be made for absence of four consecutive workdays.
- b. In the case of the death of a near relative, defined as grandparent, first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, absence on the day of the funeral shall be allowed, provided it is a regularly scheduled workday for the employee. The employee may be required to provide verification in order to be granted this leave.
- c. If Congress enacts legislation providing for involuntary induction into the military, absence necessitated by examination connected with possible Selective Service induction shall be allowed without charge against sick leave.

(42) In the case of an extended illness where an employee has exhausted all his/her accumulated sick leave, vacation time, and any other available paid leave the FOP may request that an advancement of unearned sick leave be loaned to such an employee. The FOP shall bring the matter to the attention of the CHRO or designee who may, at his/her sole discretion, grant a sick leave loan up to ten (10) days, provided that a written statement from the employee's physician has been submitted which indicates the reason for the extended illness. The CHRO may recommend that the County Executive grant an additional sick leave loan of up to twenty (20) days. Such advancement of unearned sick leave shall be considered a loan and shall be repayable to the County. When the employee returns from his/her extended illness and begins to accumulate sick leave, one-half day of sick leave per month shall be deducted from the employee's balance until the entire sick leave loan has been repaid; the employee may elect to repay the sick leave loan in excess of one-half day per month. All such loans must be reimbursed to the County before any request for additional sick leave loan will be granted. When an employee who has received an advance loan leaves the County service and the loan has not been repaid, the County will be reimbursed for the remaining sick leave balance, except in the case of death or full disability.

- (43) (a) Sick leave shall be certified by the Chief of Police or designee upon forms prescribed by the Office of Human Resources which shall maintain complete and accurate leave records. Records of sick leave accumulated and taken shall be available to the employee or the FOP. Accumulated sick leave of employees shall be credited on their personnel records.
- (b) Title 29, Chapter XIV, Part 1604 of the Code of Federal Regulations requires that the County comply with the guidelines on employment policies relating to pregnancy and childbirth which have been set forth therein by the Equal Employment Opportunity Commission. In accordance with these guidelines, the County agrees to the following provisions:
 - (1) An employee shall be permitted to continue working until such time as the employee's physician determines that the employee is no longer physically able to perform her regular job duties. It is the employee's responsibility to inform her physician as to the nature of her regular job duties.
 - (2) An employee may request a leave of absence without pay, as set forth in Paragraph (52)(d), to cover disabilities relating to pregnancy, childbirth and recovery there from. The leave must be for a definite period of time so that the substitute may know his/her status. The employee must return at the close of her leave or forfeit her position and her seniority.

FOP SICK BANK

- (44) The County and the FOP agree to maintain a Sick Leave Bank (Bank) for the exclusive use of FOP Members. The Bank shall be utilized to provide additional sick leave days for employees to address catastrophic health care conditions. Participation in the Bank is voluntary, and the use of the benefit shall be limited to participating members.
 - a. An eligible employee who seeks to join the bank must donate a minimum of one (1) day up to a maximum of twelve (12) days of accrued sick leave annually, during the open enrollment period. The open enrollment period shall be January first through January thirty-first of each year. To remain an active member, eligible employees must donate accrued sick leave on an annual basis.
 - b. Eligible employees who wish to enroll in the Bank must complete an enrollment form to be established by the Office of Human Resources. Enrollment forms must be submitted electronically or in hard copy form to the Office of Human Resources.
 - c. A member may withdraw up to one consecutive year (12 months) of leave in a five-year period.
 - d. To qualify for Bank usage, a member must meet all of the following requirements:

- i. A member must have exhausted all his/her sick, vacation, compensatory, or other accrued leave.
 - ii. A member must be an active member of the Bank.
 - iii. A member must have a need for a continuous absence due to their own catastrophic health condition.
 - iv. A member must provide medical documentation of his/her catastrophic health condition.
 - v. A member must obtain approval from the CHRO and the FOP prior to any utilization of the Bank.
- e. To request leave from the Bank, an eligible employee must submit a request through the FOP to the CHRO. A copy of the employee's medical documentation must accompany the request for leave. The CHRO may request additional information from the Chief of Police or Public Safety Director. The CHRO will notify the employee in writing of the approval or denial of the request.
 - f. The County and the FOP shall be jointly responsible for establishing the policies and procedures to govern administration of the Bank. At the end of each calendar year, unused days shall remain in the Bank for future use.

DRUG TESTING

- (45) (a) In addition to drug testing of employees due to incident or due to reasonable suspicion, the parties recognize that the County may engage in random drug testing of employees. Employees shall be selected by an objective, random method. It is in the spirit of safety and cooperation that the FOP agrees to random drug testing as a condition of employment for their bargaining unit. The County agrees that the FOP will be included in drafting the County's random drug testing procedures. The County's drug testing policy will be published as a personnel policy and procedure.
- (b) In reference to random drug testing, the County agrees to listen to the underlying concerns of the FOP concerning the subject of random drug testing and to receive a written list of the expressed concerns for future reference.
- (c) Members of the bargaining unit subject to this Agreement shall be subject to the Police Department policy concerning drug testing, supplemented by the County's Random Drug Testing Policy. Nothing in the County's policy shall prohibit the dismissal or other disciplinary action against an employee pursuant to any other directive, policy, regulation, ordinance, or law.

- (d) The Police Department policy will be adhered to until such time as there is change in circumstance which, in the judgment of the County, warrants the initiation of random testing. Should such a situation occur, the County agrees to:
 - (1) consider the concerns of the FOP, as discussed, and submitted at the negotiations, in making its decision to implement random drug testing; and,
 - (2) to advise the FOP, in advance, as to its decision to implement random drug testing.
- (e) The FOP and the County shall meet and discuss which laboratory or laboratories shall be utilized for the tests. Any sample yielding a positive test shall be tested again. Any employee whose sample is confirmed positive in a more extensive second test (gas- chromatograph/mass spectrometry) for use of unlawful drugs as listed by Delaware Title 16 as amended shall be terminated.
- (f) Should such drug testing show an abuse of other drugs and/or alcohol, which are not illegal in and of themselves, the individual shall be given the opportunity of entering and completing a substance abuse rehabilitation program under the Employee's Assistance Program for the first offense. Failure to do so will result in termination. Second offenders will be terminated.
- (g) Employees assigned to the Drug Control Squad or other similar units may be tested prior to and while in such assignments due to the nature of the assignment. Such employees may be tested as frequently as deemed necessary by the department.

MILITARY TRAINING LEAVE

- (46) "Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserve Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the regular Army Reserve, the Naval Reserve, the Marine Corps Reserve, the Coast Guard and Air Force Reserves.
- (47) Any person who submits a request for military leave shall be granted leave. In all cases of military leave other than active deployment, the number of persons on military leave will not count against scheduled and approved vacations.
- (48) Employees who leave their service with the County to join the Armed Forces, or who are ordered to duty with the Armed Forces, shall be granted leave from their position and the right to return to that position in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Probationary employees may be required to complete their probationary employment upon reinstatement.
- (49) Such employee shall be entitled to be restored to the position which he/she vacated, provided he/she makes application to the Office of Human Resources within ninety (90)

days of the date of his/her Honorable Discharge and is physically and mentally capable of performing the work of his/her position.

- (50) In the event the position vacated by an employee entering the armed services no longer exists at the time he/she qualified to return to work, such employee shall be entitled to be reemployed in another position of the same class in the County service, provided re-employment does not necessitate the laying-off of another person who was appointed at an earlier date than such person returning from military leave.

In addition to his/her accumulated vacation pay, a permanent employee with ninety (90) days service entering military service due to enlistment or the draft shall be entitled to be paid one full calendar month's wages.

- (51) (a) Any employee who is a member of the National Guard, or an organized military reserve of the United States, will be entitled to a leave of absence, without pay, not to exceed a total of ten (10) working days in any one calendar year, or a longer period as may be required by the employee's orders and USERRA.

Any permanent employee who is a member of the National Guard or any organized military service component of the United States will be entitled to a leave of absence not to exceed a total of ten (10) workdays in any one (1) calendar year during which time he/she shall be paid his/her regular salary rate. To receive payment of salary rate, an employee must file a copy of his/her orders with the Office of Human Resources prior to his/her leave. For training periods beyond ten (10) workdays, each year, while leave shall be granted, the County shall not be liable for salaries.

- (b) Any permanent employee who is a member of a State National Guard and who is ordered to perform emergency duty under the supervision of the United States Government, or a State government shall be granted a leave of absence during the period of such activity. Any such employee shall receive the pay differential in the amount by which the employee's normal salary, calculated on the basis up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received from a State.
- (c) To ensure uniformity, requests for deferment of employees from service in the armed forces shall be made only by the County Executive.

LEAVE OF ABSENCE

- (52) Leaves of absence may be granted to full-time employees covered by this Agreement as follows:

- a. (1) Family and Medical Leave - Eligible employees are entitled to up to twelve (12) weeks of FMLA leave in a 12-month month period, in accordance with County Personnel policy. An employee who qualifies for an FMLA leave

will be required to use accumulated sick, vacation or other paid leave, in any order chosen by the employee, to run concurrently with the FMLA leave, provided however, that (i) an employee may elect to retain up to two (2) weeks' vacation and two (2) weeks sick leave and (ii) an employee utilizing FMLA leave of an increment of one (1) day or less must use accumulated sick, vacation or other paid time concurrently with the FMLA leave. In all events, an employee is limited to 12 weeks on FMLA leave in any 12-month period. The 12-month period is a rolling 12-month period measured backward from the date the leave is used.

- (2) Notwithstanding the provisions of the FMLA, the County shall continue life insurance and health care benefits provided for in this Agreement, without cost to the employee, during any period when an employee is taking FMLA leave to which the employee is entitled.
- (3) Notwithstanding the provisions of the FMLA, an employee who takes the FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of FMLA leave. Such an employee shall not, however, accumulate vacation or sick leave, or pension credit, during unpaid FMLA leave.
- (4) Certification from a health care provider shall be provided directly to the CHRO. The CHRO shall not release information concerning the serious health condition justifying the leave.
- (5) Notwithstanding the provisions of the FMLA, upon returning from leave, an employee is entitled to:
 - (i) be restored to the position held when the leave began, unless such an employee is not qualified due to the expiration of a required license or certificate. In such a case, the employee will be placed on the payroll at the rate of pay for the position held when the leave began and be provided a reasonable opportunity to acquire the necessary license or certificate.
 - (ii) any negotiated pay increases which would have occurred, and the employee would have been eligible for during the leave period.
- (6) Employees who take leave due to personal illness must provide certification from the health care provider that the employee can return to work.
- (7) Use of family and medical leave shall have no adverse impact on the employee's evaluation.
- b. Civil Leave - An employee shall be given leave with full pay when subpoenaed to appear before a court, public body, or commission in

connection with County business. An employee shall be paid the difference between his/her regular salary, and any wage compensation granted him/her when subpoenaed to appear before a court, public body, or commission not in connection with County business.

- c. (1) Educational Leave - A full-time permanent employee may be given educational leave with full or partial pay for the purpose of taking courses directly related to his/her work as determined by the Chief of Police and the CHRO or designee. Requests for such leave must be approved in advance by the Human Resources Advisory Board and the County Executive and they may not exceed a total of twenty (20) days or one hundred sixty (160) hours in any one calendar year. Such educational leave with full or partial pay shall not be granted in conjunction with any other leave of absence and is intended to be utilized by the County employees needing specific grants of time during normal duty hours to attend educational classes which are not available at any off-duty time. It is specifically prohibited to grant a block of educational leave in conjunction with leave without pay granted for educational purposes. Educational leave for a longer period may be granted in special cases of unusual merit and of great benefit to the County government. In such cases, the employee must agree in writing to return to work for a minimum period of one (1) year after expiration of the educational leave.
- (2) Where staffing requirements permit, the County will attempt to accommodate emergency, short-term educational leave requests by employees. The County's decision will not be subject to grievance.
- d. 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 a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and may be a subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself/herself for four (4) consecutive workdays without leave shall be deemed to have resigned from employment with the County. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.
- e. Disability Leave - A permanent, probationary, or limited-term employee who is temporarily disabled in the line of duty shall receive full pay for up to one (1) year without charge against his/her vacation or sick leave, subject to the following conditions:
 - i. Provided that the disability results from an injury or illness sustained directly in the performance of the employee's duties, as provided in the State Worker's Compensation Act.

- ii. If incapacitated for his/her regular employment, the employee may be given other duties within the Police Department for the period of recuperation. Unwillingness to accept such an assignment as directed by the Chief of Police or the CHRO or designees will make the employee ineligible for disability leave during the time involved.
 - iii. A physician selected by the County shall determine the physical ability of the employee to continue working or to return to work unless the employee's physician determined otherwise, in which case a third impartial physician shall be employed to make the decision.
- f. Fraternal Order of Police Convention - Leaves of absence with pay to attend and serve as delegates or alternates to conventions of the Fraternal Order of Police and organization and training conferences relating to the Fraternal Order of Police shall be granted to the FOP. Such leave shall not exceed two thousand six hundred (2,600) hours for the three years duration of this agreement. The FOP agrees to endeavor to make appointments to such conventions or other functions requiring said leave, in such a manner as to prevent serious staffing shortages within any one (1) division or squad of the Department. Notice for said requested leave must be submitted in advance to the Chief of Police or designee, listing the name(s) of personnel and total hours to be used. Such leaves may be used for training and education in grievance handling, labor and management relations, personnel administration, etc. Such leave shall also be granted for attendance at the National Law Enforcement Memorial Services, to include the Candlelight Vigil, Parade of Honorees and Memorial Service.
- g. Seniority shall accumulate during all authorized leaves of absence. Should the position of any employee on approved leave without pay be abolished or consolidated he/she shall, upon return from leave, be given employment in a position having the same classification; if that is not possible, in a position allocated to a classification with a lower pay grade provided, however, that the name of such employee shall be placed on a re-employment list for his/her original classification.

SHIFT SCHEDULING

- (53) The daily shift will be determined by the Chief of Police and is subject to change without notice.

HOURS OF DUTY - OVERTIME COMPENSATION

- (54) (a) The payroll period for all annual salaried employees shall cover fourteen (14) consecutive days beginning at the employee's respective starting time on Monday and ending at the employee's respective starting time on Monday, fourteen (14) days later.

- (b) Employees of this bargaining unit shall not be entitled to overtime compensation except for those assignments deemed appropriate by the Director of Public Safety after consultation with the Chief Administrative Officer. For such jobs approved by the Director of Public Safety, the premium rate of time and one-half the employee's regular base rate of pay shall be paid for all duty hours performed more than eight (8) hours in any continuous twenty-four-hour period or for all duty hours worked in excess of the regular duty pay cycle.
- (c) Pay Day: Pay day shall be on the Friday following the end of the payroll period except where a holiday falls on Friday, then pay day shall be the Thursday following the end of the payroll period. If both Thursday and Friday are holidays, then pay day shall be on Wednesday.
- (d) Overtime assignment for each member of the bargaining unit shall be made on as equitable a basis as possible.
- (e) Members of this bargaining unit shall receive 8 hours of straight time pay, twice per year. This payment shall coincide with the date the employee qualifies with their Division issued firearm. This payment is limited to a total of 16 hours per calendar year.
- (f) Members of this bargaining unit shall be entitled to \$30.00 per day for each day they are required to serve as the "Staff Duty Officer." A schedule shall be established by the Chief of Police to determine who serves as the "Staff Duty Officer." Only one member of the bargaining unit may serve as the "Staff Duty Officer" per day.

(55) PROFESSIONAL TIME

- (a) Because of the managerial, administrative, and professional nature of the positions covered by this agreement, employees are responsible for fulfilling the duties of their positions regardless of the hours of work or the schedule of hours that may be necessary. The individual employee must exercise professional judgement in the management of the workload and the work schedule, subject to the goals and objectives of the Division as established by the employee's supervisor. Any time more than the normal hours in a day or week shall not qualify for additional compensation in any way, except as outlined in Section 54(b). Similarly, any times less than the normal hours in the day or week, not covered by paid leave, shall not be deducted from the annual compensation provided, however, that it is the responsibility of the supervisor to assure that subordinates work at least the normal hours on average for their Division and that any blocks of time in excess of three (3) hours not worked and not covered by paid leave must be approved in advance by the Chief of Police.
- (b) To take professional time under 58(a) it is the responsibility of the employee to inform his/her supervisor or designee as to

- (1) When the employee is leaving.
- (2) When the employee is returning.
- (3) How the employee can be reached.

(56) CLASSIFICATION AND SALARIES

- (a) Effective July 1, 2022, an increase of 2.5% shall occur to all FOP bargaining unit members' salaries.
- (b) Effective July 1, 2023, an increase of 2.5% shall occur to all FOP bargaining unit members' salaries.
- (c) Effective July 1, 2024, an increase of 2.5% shall occur to all FOP bargaining unit members' salaries.
- (d) Effective July 1, 2025, an increase of 2.5% shall occur to all FOP bargaining unit members' salaries.
- (e) (1) Effective July 1, 2022, any FOP bargaining unit member who has completed eighteen (18) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who completes eighteen (18) year of continuous service with the County after July 1, 2022 will receive an increase of 3% to his/her salary, effective on his/her eighteenth (18th) anniversary date.
- (2) Effective July 1, 2022, any FOP bargaining unit member who has completed twenty-one (21) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who completes twenty-one (21) years of continuous service with the County after July 1, 2022, will receive an increase of 3% to his/her salary, effective on his/her twenty-first (21st) anniversary date.

SAFETY AND HEALTH

- (57)** (a) The FOP agrees that it will insist that its members work safely and fully cooperate with the County to eliminate conditions conducive to accidents or unhealthy conditions within its operations.

It is in the spirit of safety and cooperation that the FOP agrees to random drug testing for their bargaining unit. The County agrees that the FOP will be included in drafting the County's random drug testing procedures. The County's drug testing policy will be published as a personnel policy and procedure.

- (b) The County agrees that it will maintain adequate safety and health standards and will cooperate with the FOP and with all the County's employees in order that employees are always protected from a safety and health standpoint.
- (c) The Police Safety Coordinator shall be appointed by the Chief of Police and the President of the FOP.
- (d) Any recommendation pertaining to safety and health made by the FOP President or any employee to the Chief of Police or departmental safety coordinator shall be considered promptly.
- (e) The CHRO, or designee, will meet with the safety coordinators at least once each month to review the preceding month's accident and health records and to consider improvement in the safety and health program.
- (f) The equipment and facilities shall be maintained so as not to endanger the safety and health of the employees.
- (g) All police vehicles shall have heating and air conditioning with proper maintenance, excluding all seized vehicles.

HEALTH INSURANCE AND PRESCRIPTION DRUG BENEFITS

- (58) (a) The County agrees to assume the full cost of providing a basic indemnity plan for the full-time employee's applicable coverage (i.e., employee only, employee and children, employee and spouse, or employee and family) with a level of benefits consistent with the indemnity plan available in program year 2019. The County will also make alternative plan designs available that require employee cost sharing, such as, but not limited to, EPO, PPO, HMO, POS, and HSA plans.

Effective January 1, 2017, the County shall pay 93% of each employee's monthly premium for health insurance other than the basic indemnity plan which shall be paid at 100%.

Effective January 1, 2021, the County shall pay 90% of each employee's premium for health insurance other than the basic indemnity plan which shall be paid at 100%.

Effective January 1, 2022, the County shall pay 87% of the monthly premium for each employee enrolled in the PPO plan. Employees enrolled in the PPO plan may maintain their premium share at 10% on or after January 1, 2022, if they participate in the Wellness Program offered by the County and maintain their participation for the entire calendar year. The Wellness Plan shall be implemented on January 1, 2021, and employees shall receive enrollment materials by November of 2020. Points shall accumulate throughout 2021 for 2022 premium sharing rates. The County will continue to pay 100% of the premiums for each employee enrolled in the basic

indemnity plan and 90% of the premiums for employees enrolled in all other plans, except the PPO, as set forth above.

The County shall deduct the employee's contribution through payroll deduction. Health care coverage shall include the employee's domestic partner, if the employee's domestic partner was enrolled in a County plan as of December 31, 2020, and maintains enrollment without any interruption. Domestic partners who meet these criteria may maintain eligibility for health care coverage as provided in this Agreement (and may hereafter be referred to as an "eligible domestic partner" or "eligible domestic partners"). Effective January 1, 2021, coverage for domestic partners for new enrollments will no longer be an option (continuing coverage will only be available for domestic partners who were enrolled as of December 31, 2020).

- (b) The County has established a spousal coordination of benefits ("COB") program and maintains a separate policy with additional terms and forms for the administration of the program.

Effective January 1, 2021, employees who are married (or eligible domestic partners) and who are both employed by the County, must elect to be covered under a single plan, i.e., one spouse/eligible domestic partner must select an employee plus spouse or an employee plus family coverage plan, and the other employee-spouse/eligible domestic partner must be covered by that same plan and may not maintain independent or separate coverage under a County plan.

For new employees hired on or after January 1, 2021 and continuing for each plan year thereafter: If a County employee's spouse/eligible domestic partner is eligible to participate in a group health insurance and/or prescription drug insurance plan through their employer (notwithstanding that employer's COB policies), the spouse/eligible domestic partner of the employee must enroll with at least single coverage in said employer's sponsored group insurance coverage(s). If a County employee's spouse/eligible domestic partner is self-employed / self-insured and offers a group health and/or prescription drug plan to his/her employees, such self-employed spouse/eligible domestic partner must also enroll with at least single coverage in such employer-sponsored group insurance. This requirement shall be waived for any spouse or eligible domestic partner whose employer (self-employed) requires the spouse or eligible domestic partner to pay more than 50% of the single coverage monthly premium and the employee submits proof of such. Upon the spouse or eligible domestic partner's enrollment in any such available group health and/or prescription drug insurance coverage, that coverage will become the primary payer of benefits, and the coverage sponsored by the County will become the secondary payer of benefits, if elected by the County employee. It is the County employee's responsibility to advise the County immediately (and not later than 30 days after any change in eligibility), if the employee's spouse or eligible domestic partner becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer. Upon becoming eligible, the

employee's spouse/eligible domestic partner must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, unless he/she is exempt from this requirement in accordance with the exemption stated above.

- (c) Health care plans in effect as of January 1, 2021, shall include the following copayment rates. *

Medical Coverage Copayments

Office visit – Primary Care Physician	\$ 25
Office visit – Specialist	\$ 35
Well child visits/annual check-ups/immunizations \$ 15 Emergency Room visit**	\$ 100
Urgent Care Center Visit	\$ 25
Radiology Services (X-Ray, MRI, C/T Scan) \$ 0 Mammogram***	\$ 0
PAP Screening Test***	\$ 0
Other lab work***	\$ 0

* Should the County establish and offer new plans during the term of the Agreement, such as an employee self- directed care plan, copayments shall be at the rates established by the County with the plan formation.

** This copayment will be waived if the patient is admitted to the hospital.

*** No copayment will be charged when the service is received from a designated non-copayment provider. Employees will be personally responsible for the difference between the cost for the service the plan covers for the designated non-copayment provider charge and the cost charged by a non- covered provider, if the member chooses to use a provider other than a designated non-copayment provider. An exception will be granted in instances of documented medical necessity.

- (d) The County will provide the following three-tier prescription drug co-pay system:

Generic prescription drugs	\$ 8	employee co-pay
Preferred prescription drugs	\$ 30	employee co-pay
non-preferred prescription drugs	\$ 50	employee co-pay

When available, employees may fill maintenance medications through a 90-day mail order supply program. Employees will only be charged two (2) 30-day co-pays for the 90-day supply when filled through the mail order supply program.

- (59) Waiver of Health Insurance - Payment to a Deferred Compensation Plan

If an employee presents proof that the employee has health insurance coverage from a source other than the health insurance provided by the County and waives the right to receive health insurance coverage from the County, the County will contribute, for the benefit

of such an employee, the sum of \$250 per month to a deferred compensation plan established pursuant to Section 457 of the Internal Revenue Code. No payment shall be made pursuant to this provision until the employee has established an account with the County's deferred compensation administrator and has been removed from the applicable County health insurance plan. In addition to exclusion from this payment as a primary insured, employees who have secured health insurance coverage through a County plan, other than as a primary insured, will not be eligible to receive this payment.

(60) Access to Information

The FOP will be granted full and complete access to all information pertaining to rate increases. This access will include authorization to receive information directly from existing and prospective carriers.

(61) Retirees

- (a) The County agrees to make available and assume the cost of a basic individual indemnity plan for those employees retiring on or after July 1, 1975, but before April 1, 1997, who are not eligible for Medicare. Such retirees shall have the same options available to active employees under paragraph 64 with the cost of coverage under the basic indemnity plan serving as the amount of the County's contribution.

For those employees retiring on or after April 1, 1997 (who are not eligible for Medicare), the County agrees to assume the full cost of providing a basic individual indemnity plan. Further the County agrees to issue health insurance credits as outlined below:

Each month, the retiree shall be issued a health insurance credit to be used exclusively to purchase health insurance coverage (through the County) for retirees who choose coverage above an individual indemnity plan (including retiree and child/children, retiree and spouse/eligible domestic partner, or retiree and family). The value of the monthly credit for uniformed police will be the product of \$15 times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be \$300 regardless of length of service more than the number of years required for normal retirement under any plan. Credits cannot be banked for future use.

If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse/eligible domestic partner, the County will be considered the secondary provider of insurance under coordination of benefits.

Regardless of the date of retirement, when a retiree or his or her spouse/eligible domestic partner becomes eligible for Medicare, the County's insurance will cease. Upon verification of enrollment in Medicare Parts A and B, the County will pay

the full cost of providing the retiree and his or her spouse/eligible domestic partner with coverage that supplements, or, as in the case of Medicare advantage plans, replaces Medicare for Medicare participants. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse/eligible domestic partner.

When the retiree or his/her spouse becomes eligible for Medicare, the Medicare eligible individual is no longer covered by the County plan. He or she is eligible for the Standard Medicfill or equivalent coverage. The retiree or his/her spouse who is not Medicare eligible at that time shall remain on the County plan until he/she becomes Medicare eligible.

- (b) When a member of the New Castle County Police Department retires on a disability retirement and is unable to work at a full-time job, he/she shall be eligible to receive the County's basic indemnity coverage plan in effect at the time of his/her retirement. The cost of the plan, which may cover the employee, his/her spouse, and dependent children who are entitled to coverage under federal law, shall be borne by the County. Such retirees shall have the same options available to active employees under paragraph 64, with the cost of coverage under the County's basic indemnity plan in effect at the time of his/her retirement serving as the amount of the County's contribution.

(62) Life and Accidental Death and Dismemberment Insurance

(a) Effective April 1, 1997, the County agrees to assume the full cost of life insurance amounting to one and one-half (1½) of the employee's annual salary, with a minimum death benefit of \$50,000 and a maximum death benefit of \$200,000. Additionally, the County will provide accidental death and dismemberment benefits for each employee. Employees will contribute \$1.00 per month toward the cost of this insurance. The County further agrees to administer (through payroll deduction) the voluntary purchase of additional term life insurance coverage at full cost to the employee.

(b) The County agrees to assume the full cost of providing \$5,000 life insurance for those employees retiring from County service on or after April 1, 1997, with accidental death and dismemberment benefits for each employee. If the retiree had voluntary additional life insurance as of the date of retirement, the retiree may elect to continue the voluntary additional life insurance coverage, and the County agrees to assist the retiree in obtaining such coverage, at full cost to the retiree.

(63) **Benefits Committee**

- (a) The County shall maintain a Labor - Management Health Care Benefits Committee (the "Benefits Committee") which shall consist of a representative designated by each County bargaining unit and six (6) representatives designated by the County, each of whom shall be a participant in the County employee health insurance plan. The CHRO or designee shall chair the Benefits Committee. The members of this

bargaining unit shall be represented by the designee selected by the FOP. The members of this bargaining unit will not have a separate representative on the County's Benefits Committee.

- (b) The Benefits Committee shall meet for the purpose of reviewing and determining employee benefits including any Wellness Programs available to County employees for the future enrollment periods and the identity of administrators and carriers.
- (c) The Benefits Committee shall be involved at all stages of the review process, including the development of bid specifications, the review of bids (including costs of each plan), meetings with bidders, the design of a benefits plan and Wellness Program, and the selection or termination of plan administrators and consultants. One of the objectives of this review and selection process shall be to foster competition among bidders. During this process the union representatives will be granted full and complete access to all information relating to employee benefits.
- (d) The Benefits Committee shall meet as often as possible to fulfill the duties identified in paragraphs (b) and (c) above, but no less frequently than quarterly. Meeting agendas will be provided in advance and will include quarterly financial updates of the plan. Minutes will be provided after each meeting.
- (e) Any recommendations reached by the Benefits Committee shall be subject to approval by the membership of the FOP, in the following manner: Committee members shall be provided with adequate time and information regarding the proposed recommendation of the Benefits Committee to allow FOP members to make an informed decision regarding their health care benefits. Following a decision by the FOP membership regarding the proposed recommendation of the Benefits Committee, the Benefits Committee shall meet to vote on the proposed recommendation, which shall require approval by two-thirds of the members present at the Benefits Committee meeting. With advance notice, Benefits Committee members may designate a proxy to cast their vote.

(64) CLOTHING ALLOWANCE

- (a) Members of the bargaining unit shall receive an annual clothing allowance of one thousand dollars (\$1,000.00).
- (b) The allowance shall be payable in two (2) installments: five hundred dollars (\$500.00) added to the employee's last paycheck in March and five hundred dollars (\$500.00) added to the employee's last paycheck in September of each calendar year. Confirmation of usage of such allowance is required by the County prior to each subsequent allowance.

(65) UNIFORMS AND EQUIPMENT

- (a) The County shall continue to furnish and maintain (including tailoring, dry cleaning, and laundering) uniforms and equipment. The cost of maintaining and furnishing of uniforms and equipment shall be paid by the County. The County agrees to provide shoes to replace worn or damaged shoes as part of the uniform.
- (b) The County and the FOP agree that an inspection of uniforms and equipment should be held at least once yearly.

(66) PERSONAL PROPERTY

When an employee suffers damage to personal property in the line of duty, the County agrees to reimburse the employee a reasonable amount for such property.

TEMPORARY RANK ASSIGNMENTS

- (67) (a) Employees who are assigned duties which are not covered within their position descriptions under the County's Personnel Policies and Procedures, will receive adjusted compensation upon written notification of their appointment to assume such duties by the Chief of Police or designee.
- (b) Employees shall receive compensation for performing duties outside their position description provided the assignment is for one full day or more to such position. Their compensation shall reflect a 5% increase in wages from their position.
- (c) The Chief of Police may appoint employees to such positions, no more than two (2) grades above their present position.

ALTERATIONS OF AGREEMENT

- (68) No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the County, and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties and same has been ratified by the FOP. 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. It is understood and agreed that if any part of this agreement conflicts with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this agreement shall not be affected thereby. In the event of a conflict between the County's duty of reasonable accommodation under the Americans with Disabilities Act ("ADA") and the seniority or other provisions of this agreement, the parties agree that the duty of reasonable accommodation shall prevail.

MERIT SYSTEM RULES

- (69) In the administration of the matters covered by this Agreement, the County Government and the FOP and its members are governed by the applicable rules and regulations of the County's Merit System.

PENSION

- (70) Effective July 1973, and for police officers hired before February 1, 1993, County Code, Section 11A-6, (Section 26- 596 as amended), Employees' Retirement System, shall become an integral part of this agreement, including the following amendment:

“An employee completing at least 30 years of credited service may retire at his/her option at any age and receive a service retirement annuity. A County police officer who enters the County police service after July 1, 1973, completing at least 20 years of County Police service may retire at his/her option at any age up to age 55 which is mandatory and receive a service retirement annuity.”

Police officers hired on or after February 1, 1993, shall become members of the Delaware County and Municipal Police/Firefighters Pension Plan set forth at 11 *Del. C.* Section 8801 et seq. as amended from time to time (the “State Plan”).

MAINTENANCE OF STANDARDS

- (71) The County agrees that all conditions of employment relating to pensions, wages, salaries, hours, insurance, vacations, sick leave, grievance procedures and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the same shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

DURATION OF AGREEMENT

- (72) This agreement is effective from July 1, 2022, through June 30, 2026. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this agreement. Such notice shall be given to the other party in writing, by registered mail on or before September 1, 2025.

§§§

2022 - 2026

AGREEMENT

between

NEW CASTLE COUNTY

and

Sworn Deputy Sheriffs

[illegible]

DEPUTY SHERIFFS

i

CHRONOLOGICAL TABLE OF CONTENTS

	PAGE
PURPOSE	2
RECOGNITION	2
DEPUTY SHERIFF SECURITY	2
DEDUCTION OF FOP DUES	2
FOP GRIEVANCE REPRESENTATIVES	3
GRIEVANCE PROCEDURE.....	4
ARBITRATION	5
SPECIAL RIGHTS OF THE PARTIES.....	6
LEGAL DEFENSE	6
DISCRIMINATION	7
MANAGEMENT OF THE COUNTY AND PRESERVATION OF THE MERIT SYSTEM	7
SENIORITY	8
JOB CLASSIFICATIONS AND EMPLOYEE REQUIREMENTS.....	10
POSITION CLASSIFICATION.....	11
PERFORMANCE REPORT TO EMPLOYEES.....	12
HOLIDAYS WITH PAY	12
VACATIONS	13
SICK LEAVE	17
ANNUAL MEDICAL EXAMINATION	21
MILITARY TRAINING LEAVE.....	22
LEAVES OF ABSENCE.....	23
HOURS OF WORK AND PREMIUM RATES.....	26
DISTRIBUTION OF OVERTIME.....	27
SAFETY AND HEALTH.....	28
BULLETIN BOARDS.....	29
HEALTH INSURANCE AND PRESCRIPTION DRUG COVERAGE.....	29
BENEFITS COMMITTEE	33
LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.....	33
PROFESSIONAL LIABILITY INSURANCE.....	34

DEPUTY SHERIFFS**ii**

UNEMPLOYMENT COMPENSATION COVERAGE.....	34
THE COUNTY AND MANAGEMENT POLICIES AND RULES.....	34
WORKING CONDITIONS.....	34
MAINTENANCE OF STANDARDS	35
SHOOTING ALLOWANCE.....	36
CLOTHING ALLOWANCE.....	36
UNIFORM AND EQUIPMENT	36
TEMPORARY ASSIGNMENTS TO A HIGHER CLASSIFICATION	36
CALL TIME	36
MERIT INCREASE COMPENSATION PROCEDURE	37
DURATION OF AGREEMENT	38
ALTERATIONS OF AGREEMENT	38
EXHIBIT A.....	39
EXHIBIT B.....	40
EXHIBIT C.....	41
EXHIBIT D.....	42

ALPHABETICAL TABLE OF CONTENTS

ALTERATIONS OF AGREEMENT	38
ANNUAL MEDICAL EXAMINATION	21
ARBITRATION	5
BENEFITS COMMITTEE	33
BULLETIN BOARDS	29
CALL TIME	36
CLOTHING ALLOWANCE	36
DEDUCTION OF FOP DUES	2
DEPUTY SHERIFF SECURITY	2
DISCRIMINATION	7
DISTRIBUTION OF OVERTIME	27
DURATION OF AGREEMENT	38
EXHIBIT A	39
EXHIBIT B	40
EXHIBIT C	41
EXHIBIT D	42
FOP GRIEVANCE REPRESENTATIVES	3
GRIEVANCE PROCEDURE	4
HEALTH INSURANCE AND PRESCRIPTION DRUG COVERAGE	29
HOLIDAYS WITH PAY	12
HOURS OF WORK AND PREMIUM RATES	26
JOB CLASSIFICATIONS AND EMPLOYEE REQUIREMENTS	10
LEAVES OF ABSENCE	23
LEGAL DEFENSE	6
LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	33
MAINTENANCE OF STANDARDS	35
MANAGEMENT OF THE COUNTY AND PRESERVATION OF THE MERIT SYSTEM	7
MERIT INCREASE COMPENSATION PROCEDURE	37
MILITARY TRAINING LEAVE	22

DEPUTY SHERIFFS**iv**

PERFORMANCE REPORT TO EMPLOYEES.....	12
POSITION CLASSIFICATION.....	11
PROFESSIONAL LIABILITY INSURANCE.....	34
PURPOSE	2
RECOGNITION	2
SAFETY AND HEALTH.....	28
SENIORITY	8
SHOOTING ALLOWANCE.....	36
SICK LEAVE	17
SPECIAL RIGHTS OF THE PARTIES.....	6
TEMPORARY ASSIGNMENTS TO A HIGHER CLASSIFICATION	36
THE COUNTY AND MANAGEMENT POLICIES AND RULES.....	34
UNEMPLOYMENT COMPENSATION COVERAGE.....	34
UNIFORM AND EQUIPMENT	36
VACATIONS	13
WORKING CONDITIONS.....	34

AGREEMENT

This Agreement was entered into effective July 1, 2022, by and between the Government of New Castle County, Delaware, hereinafter referred to as “the County,” and the Sworn Deputy Sheriffs in the recognized bargaining unit represented by the Fraternal Order of Police, New Castle County Lodge No. 5, hereinafter referred to as “the FOP” or “Deputy Sheriffs” as the case may be.

For New Castle County

Honorable Mathew S. Meyer
County Executive

Date

**For the Fraternal Order of Police
New Castle County Lodge No. 5**

Jonathon Yard
President
Fraternal Order of Police, Lodge 5

Date

PURPOSE

- (1) It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County government and the employees in the bargaining unit covered hereby, to ensure true collective bargaining under State law, to establish salaries, hours, working conditions and other terms of employment, consistent with the availability of public funds and with the goals and purposes of the Merit System as established by County ordinance and regulation.

The County government and the FOP jointly pledge their cooperation to work together in the public interest to secure continued improvement in the services offered to the citizens of New Castle County in accordance with the objectives of the Reorganization Act.

RECOGNITION

- (2)
 - (a) The County government recognizes the FOP as the sole and exclusive collective bargaining agent for all Sworn Deputy Sheriffs covered by this Agreement for the purpose of collective bargaining with respect to salaries, rates of pay, hours of employment, grievance handling and other conditions of employment.
 - (b) The term “employees” as used in this Agreement shall include all Sworn Deputy Sheriffs to include Assistant Chief Deputy Sheriff and Chief Deputy Sheriff stated in specifically numbered certifications of the Public Employment Relations Board, made on the following date: [Case No. 68, April 29, 1971.]

DEPUTY SHERIFF SECURITY

- (3) All New Castle County Deputy Sheriffs shall have the right to join or refrain from joining the FOP. Nothing herein prevents a non-member from voluntarily electing to have fees and assessments automatically deducted by the County from his/her pay under the same procedure set forth in Section 4, Deduction of FOP Dues.

DEDUCTION OF FOP DUES

- (4)
 - (a) The County agrees to deduct the periodic membership dues and initiation fee uniformly required by the FOP as a condition of acquiring or retaining membership, in accordance with the Constitution and By-Laws of the FOP, from the pay of employees who certify that they authorize such deductions and who execute the “Authorization for Check-off of Dues” form.
 - (b) Deputy Sheriffs who certify that they authorize such deductions and execute the “Authorization for Check-off of Dues” form, assign to the FOP from any wage earned or to be earned from the County as an employee the regular periodic dues and initiation fee or such amount as may hereafter be established by the FOP and become due to it as said membership dues and initiation fee in the FOP. Upon the proper transmittal of the FOP dues, the County has discharged its obligation to the

Deputy Sheriffs

FOP. The FOP agrees that it shall indemnify and hold the County harmless for any and all claims, demands, suits, actions, charges, grievances or liability of any kind or nature that may arise from, in connection to or by reason of any action taken or not taken by the County for the purpose of complying with any of the provisions of this article on Deduction of FOP Dues, including any assessments or fees other than a regular membership fee, and the FOP further agrees that it shall reimburse the County for any legal fees or expenses incurred in defending against any such action. The FOP shall not be liable, however, if the claim arises because of the County's negligence or willful misconduct.

- (c) Dues deductions shall be remitted to the designated financial officer of the Local FOP Lodge not later than the 15th day in the month. In the event the FOP changes the amount or the frequency of FOP dues to be deducted from the paychecks of its members, it shall notify the Chief Human Resources Officer ("CHRO"), in writing, within sixty (60) working days prior to the effective date of such change.
- (d) The term "dues" shall not be deemed to include fine, assessment, contribution or other form of payment required from Deputy Sheriff members of the FOP.

FOP GRIEVANCE REPRESENTATIVES

- (5) Deputy Sheriffs in the bargaining unit shall be represented for the purpose of grievance adjustment by a grievance committee of not more than three (3) employee members which shall consist of the President of the FOP or his/her designee and two grievance committee persons from the bargaining unit.
- (6) The County agrees to recognize Grievance Representatives from the bargaining unit in accordance with the following: Sworn Deputy Sheriffs – One Grievance Representative.
- (7) The FOP agrees that new Deputy Sheriffs in a probationary status of twelve (12) months shall not be eligible to serve as a member of the grievance committee or grievance representative.
- (8) The FOP agrees to furnish to the Office of Human Resources and the New Castle County Sheriff a complete list of FOP elected officers and their responsibilities and current addresses.
- (9) Members of the grievance committee and grievance representative directly involved, may leave their assigned duty without loss of salary in order to investigate and process grievances and attend Step III and Arbitration hearings as specified in the grievance procedure herein.
- (10) Deputy Sheriffs, the grievance representative and members of the grievance committee shall upon leaving and returning to their assigned duty, report to the superior officer in charge who shall authorize the time spent under the grievance procedure. The grievance committee and the aggrieved Deputy Sheriff will continue to work on their assigned duty

except when required to process grievances as provided in the grievance procedure.

- (11) Deputy Sheriffs required to attend hearings or conferences under the grievance procedure may do so during the regularly scheduled duty hours without loss of salary. Request by the FOP for attendance of such Deputy Sheriffs directly involved at hearings shall be cleared with the CHRO and the Sheriff of New Castle County prior to the date of the hearing. Employees attending any such hearings or conferences outside of regularly scheduled duty hours shall not be eligible for pay for attending such hearings or conferences.

GRIEVANCE PROCEDURE

- (12) (a) The purpose of grievance submission as set forth herein is to provide a beneficial and informal method of settling all grievances arising between an employee member(s) of the bargaining unit and the County with respect to an alleged violation or question of application or interpretation of this Agreement or any future agreements appended thereto.
- (b) Time limits as set forth herein may be extended in writing, by agreement of the parties.
- (c) The FOP 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. The employee and/or the grievance representative, at the employee's option, shall discuss with the Sheriff or his/her appointed Chief Deputy any claimed violation of the provisions of the agreement prior to the filing of a grievance. The County agrees to make available to the FOP such records as are appropriate.
- (d) Grievances must state the section(s) and paragraph(s) of the agreement claimed to be in violation and shall be processed as rapidly as possible in accordance with the following procedures.
- (e) A work day is defined as Monday through Friday not including holidays.
- (13) STEP ONE: (Sheriff)
- (a) No later than ten (10) working days after an event or ten (10) working days after the employee becomes aware of an event which leads to a grievance, the employee or one designated member of a group having a grievance shall, with or without the grievance representative, which decision is at the employee's option, discuss the grievance with the Sheriff or the Sheriff's appointed Chief Deputy, and provide notice to the CHRO or designee. The Sheriff or the appointed Chief Deputy will have the grievance representative present during the discussion should the employee request it.

Deputy Sheriffs

- (b) If the grievance is not resolved by the Sheriff, it shall be reduced to writing on forms provided by the County and signed by the employee(s) involved and the grievance representative. The New Castle County Sheriff shall give his/her decision within five (5) working days after the grievance has been submitted to him/her in written form with his/her conclusion clearly written thereon.

(14) **STEP TWO:** (Chief Administrative Officer (“CAO”) or Acting CAO and Chief Human Resources Officer (“CHRO”) or Acting CHRO)

In the event the New Castle County Sheriff's written decision as set forth in Step One shall be unsatisfactory, the grievance representative shall promptly deliver the Deputy Sheriff's copy to the President of the FOP, who shall appeal the grievance to the CAO, CHRO or their acting counterparts (or designees) within five (5) working days after the New Castle County Sheriff's decision has been given in Step One. The CAO, CHRO or their acting counterparts (or designees) shall schedule a meeting within seven (7) working days with the President of the FOP, grievance committee, the grievance representative and the aggrieved Deputy Sheriff to discuss the appealed grievance. At the conclusion of the discussion, the CAO, CHRO or their acting counterparts (or designees) shall submit their decision in writing, on the grievance form within ten (10) working days and shall affix their signatures thereto. If sick, on vacation, or on recognized leave, the CHRO's acting counterpart (or designee) shall be designated to hear and co-render the Step Two decision. Management personnel, as determined to be appropriate by the Sheriff and/or CAO, CHRO or their acting counterparts (or designee), shall be permitted access to the hearing and argument during Step One and Step Two of the grievance procedure.

ARBITRATION

(15) **Appeal to Arbitration**

- (a) In the event the Step Two decision is unsatisfactory, it may be appealed to arbitration. Notice of appeal of such case to Arbitration shall be filed with the American Arbitration Association (“AAA”), with contemporaneous notice to the County within five (5) working days after the Step Two decision has been given in writing; otherwise, the case shall be considered settled on the basis of the decision so given.
- (b) The Arbitrator shall be selected from the membership of the AAA by mutual agreement of the County and the Union. In the event the parties cannot agree on a selection within ten (10) working days after it is known that resort to arbitration must be had, such Arbitrator shall be selected under the AAA's Voluntary Labor Arbitration Rules.
- (c) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and argument.

- (d) The arbitration award shall be in writing and shall set forth the Arbitrator's opinion and conclusions on the issue(s) submitted.

The Arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this Agreement. The Arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rate or the job content of any classification or modification of any wage schedule.

- (e) In case of a grievance involving any continuing or other money claim against the County, 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 County 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 such a claim. In such cases, retroactive claims shall be limited to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.
- (f) The fee for the Arbitrator's service and expenses, the administration fee of the AAA, and cost of the proceeding shall be borne equally by the County and the Union. If either party desires a verbatim record to be made, it shall pay for the record and supply the Arbitrator with a copy. Should the other party desire a copy it can be obtained at the cost of the copy or copies desired.

SPECIAL RIGHTS OF THE PARTIES

- (16) The FOP has the right to initiate a system-wide grievance at Step Two without necessarily representing a single grievant. Only those employees whose presence is necessary in order to present such a system-wide grievance shall attend such grievance or arbitration hearings. All employees in the group or class that will be affected by the grievance filed by the FOP shall be bound by any resolution which is accepted by the FOP. A copy of a system-wide grievance will be given to the Sheriff. The County has the right to submit directly to arbitration those issues which may prevent or halt what is alleged to be a violation or breach of this Agreement by the Deputy Sheriff(s). The President of the FOP shall first be informed of such action by the County.

LEGAL DEFENSE

- (17) (a) The County agrees to provide defense counsel for any employee subjected to or threatened with civil or criminal prosecution as a result of the lawful performance of his/her duties as an employee of the County. All reasonable efforts will be made to provide counsel acceptable to both the County and the employee, but the final determination as to who shall serve shall rest with the County alone. The County agrees to accept responsibility for all reasonable and necessary expense connected with the defense of the employee, but in no event shall the County pay, or be responsible or liable for, any assessment of punitive damages, or for fines beyond the cost of the defense in a suit in

which the employee is found to have acted wantonly and/or maliciously.

- (b) The FOP or the employee may provide or obtain such additional counsel as they may deem necessary for the proper defense of the employee without prejudice to or relief of the County's responsibility in the provision of counsel as provided for in paragraph (a) above.

DISCRIMINATION

- (18) The County shall not interfere with or discriminate against any employee covered by this Agreement with respect to any term or condition of employment because of membership in the FOP, or legitimate activity for the benefit of members of this bargaining unit, as set forth in this Agreement. Further, neither will the County discourage membership in the FOP nor encourage membership in any other organization for the purpose of collective bargaining.
- (19) The FOP agrees to represent employees in the bargaining unit by admitting persons into membership without discrimination on the basis of race, religion, color, national origin, marital status, age within statutory limits, ancestry, gender, political affiliation, or sexual orientation; further the FOP recognizes its responsibility of noninterference, restraint, or coercion of any employee of the County in the performance of his/her duty.

MANAGEMENT OF THE COUNTY AND PRESERVATION OF THE MERIT SYSTEM

- (20) It is understood and agreed that the County government possesses the sole right to conduct the County's business and to carry out its obligations including all legislative powers vested in County Council and administrative power vested in the County Executive and the Sheriff of New Castle County as established by laws through ordinances, resolutions and rules and regulations of the Merit System and the Sheriff's Office and that all management rights repose therein.
- (21) The FOP recognizes that an area of responsibility must be reserved to the County Executive, County Council and general managers, if the County government is to function effectively. In recognition of this principle, it is agreed that the following responsibilities of management are not subject to collective bargaining:
 - (a) The determination of the government services to be rendered to the citizens of New Castle County.
 - (b) The determination of the County's financial, budgetary, accounting and organization policies and procedures.
 - (c) The continuous overseeing of personnel policies, procedures and programs by the Human Resources Advisory Board and the CHRO designed to retain and improve the County's Merit System.

- (d) The provisions of any County ordinance establishing an Office of Human Resources and all rules and regulations of the New Castle County Merit System not inconsistent with the terms of this Agreement including the operation and administration of the County pay plan.
- (e) The determination of the duties to be included in job classification; the administration of the "Pay Plan"; the sole right to make personnel appointments through valid selection techniques; the determination of the number of men or women to be employed or retained in employment; the necessity for shift operation and rotation of the workweek; overtime and the amount of overtime required; the maintenance of discipline; and responsibility for performance evaluation.

SENIORITY

- (22) The parties agree that they share a mutual concern for the efficient operation of the County. Therefore, the County agrees to the principle of County-wide seniority with respect to layoffs and recall.
- (23) Acquiring Seniority: Employees shall be regarded as temporary employees until their names have been placed on the seniority list of the County.

All full-time employees shall establish seniority by satisfactorily completing the probationary employment period as set forth below and thereafter their names shall be placed on the seniority list by County-wide seniority in order of their seniority as of the first day of employment. In the event of a tie in seniority, the employee with the highest last three digits in his/her social security number shall be considered the senior employee. If a tie exists when these last three digits have been reviewed, the employee with the highest last four digits in his/her social security number shall be considered the senior employee.

- (24) Probationary Employment Period:

All full-time newly appointed Sworn Deputy Sheriffs shall be subject to the probationary employment period of twelve (12) months.

- (25) During the probationary employment period such employees may be discharged or disciplined by the County without the same causing a breach of this Agreement or constituting a grievance.
- (26) In the exercise of seniority for lay-off, due consideration shall be given to the classification of work and the ability of the employee to qualify, that is to say, an employee to qualify must have the skill, ability and physical fitness to perform the work required.
- (27) Employees shall be recalled according to seniority in the inverse order of lay-off.
- (28) A vacancy created as a result of extended illness or leave of absence is not an open position for the period of such illness or leave of absence, and therefore the County may not, during

such periods, permanently fill the vacancy.

(29) Loss of Seniority

An employee shall lose seniority standing for the following reasons:

- (a) Upon voluntary resignation.
 - (b) If absent for three (3) consecutive working days without properly notifying the County, the employee shall be considered as having voluntarily quit his/her employment with the County. This provision shall be waived by the CHRO if the employee submits evidence which indicates that it was impossible to give such notification.
 - (c) If the employee is discharged for just cause.
 - (d) If the employee fails to report for work at the termination of an authorized leave of absence.
 - (e) If the employee accepts employment from another employer while on authorized leave of absence from the County, except appointment made to serve in public office.
 - (f) Retirement.
 - (g) If the employee is separated from the payroll of the County for more than two (2) years.
- (30) In the event of a reduction in force, the least senior employees affected will be laid off in accordance with their seniority. If work in the employee's occupational classification becomes available in his/her former department within a one (1) year period, before any new employee or employee with less seniority may be placed therein, the employee shall be given one option of returning.
- The option set forth herein shall also apply to employees transferred to an occupational classification other than their own following such reduction of force or departmental discontinuance.
- (31) The Office of Human Resources shall keep the seniority lists up-to-date. A copy of County-wide seniority lists containing the dates of hire shall be provided to the President of the FOP in January and June of each year.
- (32) The County shall notify the FOP in writing each month of all new hires, terminations, lay-offs, and recalls.

JOB CLASSIFICATIONS AND EMPLOYEE REQUIREMENTS**(33) Vacancies – Promotion**

When a vacancy becomes available such vacancy will be filled from the certified eligibility lists previously established and on file in the Office of Human Resources. Such eligibility lists are valid for a period of one (1) year.

(34) Applications

(a) In order to be permitted to take the required qualifying examination for placement on an eligibility list, employees must file their applications electronically with the Office of Human Resources, through the systems maintained by the Office for this purpose.

(b) When a vacant position is to be filled, the CHRO shall place an announcement of the vacancy on the bulletin boards in designated locations provided no eligibility list exists. All announcements of positions to be filled shall be posted for seven (7) workdays.

Any employee desiring consideration for the announced vacancy shall have in the Office of Human Resources a properly completed promotional application not later than 5 p.m. on the workday following removal of the notice. The CHRO shall evaluate the information provided on the application and notify the applicant, in writing, if he/she meets the minimum requirements for the position as set forth in the announcement. Applicants meeting the minimum requirements for the position shall also be notified of the time, date and place of the examination.

(c) Employees who do not qualify during the probationary period of a promotional reassignment shall not be eligible to apply for a promotional opportunity in the same class for a period of three (3) months from date of return to their former position or the date of the next examination for such same class, whichever is later.

(35) Examinations and Certifications:

Examinations shall be held to establish an eligibility list for the classification in which the vacancy exists, if no current eligibility list is available. Where applicable, consideration shall also be given to technical competence, qualities of leadership, supervisory ability and such other established employment requirements.

(36) Seniority Weighing:

Any employee who applies for a vacant or promotional position must meet the minimum requirements for the position and receive a passing score on all required examinations. In determining the final score, employee's seniority with the County will be weighted as

established in the County's Seniority Policy to a total possible seniority allocation of ten (10) points. Seniority points will be added to the final passing score.

- (37) The CHRO shall notify all applicants, in writing, of the results of their examination. The CHRO shall certify the names of the top five (5) eligible applicants to the appointing authority from a valid eligibility register. The appointing authority shall select one of the five (5) applicants so certified for the vacancy.

The CHRO shall disapprove requests for selective certification that would violate merit principles.

An applicant's examination papers will be available for his/her inspection, during normal business hours, for thirty (30) days following the examination. In the event that an employee feels that (1) his/her seniority weighing was omitted or improperly added after scoring the examination, or (2) that the examination was improperly scored, he/she may resort through the FOP, to the grievance procedure at Step II.

POSITION CLASSIFICATION

- (38) Classification within the bargaining unit shall be in accordance with the following:

- (a) New classifications or any existing classification in which the class specification is substantially changed, shall be evaluated by the County and the class allocated and a rate of pay established. The County shall notify the FOP of the class allocation of the new, or changed class specification and the rate of pay established therefore and shall also provide a copy of the class specification to the FOP for informational purposes.

If the FOP disagrees with the rate of pay so established, the County shall be notified within five (5) working days by the FOP in writing; and such notification shall contain a report which includes a statement of justification for rejection of the allocation of the class to the rate of pay. The parties shall then commence collective bargaining on the rate of pay. If agreement is not reached within ten (10) working days, the FOP, through the President of the Lodge, may submit the disputed wage rate to the Hearing Officer for determination which shall be final and binding on the County and the FOP.

- (b) A classification review may be initiated by an employee by requesting the Sheriff through the CHRO to review his/her classification. Any employee alleging improper classification based upon duties and responsibilities as set forth in the class specification then effective, if not corrected, shall have the right through the FOP to submit a grievance at Step Two of the Grievance Procedure.

PERFORMANCE REPORT TO EMPLOYEES

- (39) (a) In the event the performance report of any employee is not rated as satisfactory or above precluding such employee from receiving the regularly scheduled merit increment and availability to the promotional register, the employee through the FOP shall have the right to appeal the performance report at the Second Step of the grievance procedure.
- (b) To initiate review of a performance report an individual employee shall, upon discussion of the performance report with the rating authority, request a meeting with his/her review officer.

HOLIDAYS WITH PAY

- (40) The following days shall be holidays with pay. The dates of observance shall be those specified by the State of Delaware for such holidays:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Election Day (Every other year)
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day (normal workday to end at 12 noon)
Christmas Day

Such other days as the Governor and/or County Executive may designate as holidays with pay shall be considered "special holidays."

Effective January 1, 2023 employees shall be granted two floating holidays each calendar year. Floating holidays must be taken by December 31st of each year. Unused floating holidays shall not carryover to the next calendar year. Floating Holidays shall be taken in 7 hour, one day, increments. An employee who wishes to use a floating holiday must provide a written request at least two weeks in advance to the employee's supervisor. Employees shall be paid straight time for floating holidays.

- (41) Employees covered by this Agreement shall be paid time and one-half in addition to holiday pay for all hours worked on the above holidays, including "special holidays."
- (42) When a holiday falls on a regularly assigned day off for a full-time employee, such employee shall be compensated by appropriate time off or such time shall be added to accrued vacation.

Deputy Sheriffs**13**

- (43) Whenever a holiday falls on a Saturday, the preceding Friday shall be considered a holiday, and whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday.
- (44) When administratively possible, the Sheriff of New Castle County will endeavor to schedule time off for employees on as many of the approved holidays provided for herein, taking into account the services required.
- (45) In order to receive holiday pay, the employee must have worked the last scheduled workday prior to and the next scheduled workday following the holiday, if work is available. Holiday pay shall be granted if absence is due to any paid leave granted by the County.
- (46) Employees who have holiday work assignments and then fail to report and perform such work for any reason other than those set forth in Paragraph (45) shall not receive pay for the holiday.

VACATIONS

- (47) Deputy Sheriffs of the County covered by the terms of this Collective Bargaining Agreement who meet the eligibility criteria as of December 31 of a given year shall be granted vacation with pay, or a vacation allowance in lieu thereof in accordance with the requirements outlined below. With regard to vacation allowance in lieu of vacation time off, it shall be at the County's option and complete discretion whether to provide to an employee at his/her request a vacation allowance in lieu of vacation time off.
 - (a) Deputy Sheriffs on the payroll of the County as of December 31 of a given year who shall not have completed 12 months of accumulated service with New Castle County at December 31 shall be eligible in the following year for one (1) day of vacation for each completed month of accumulated service, to a maximum of ten (10) days. (For the purpose of this policy, any Deputy Sheriff placed on the payroll of the County on or before the 15th day of any month shall be considered to have a full month's service in that month.)
 - (b) Deputy Sheriffs on the payroll of the County who shall have one (1) year of accumulated service with the County at December 31 but less than five (5) years, shall be entitled to ten (10) days of vacation in the following year.
 - (c) Deputy Sheriffs on the payroll of the County who shall have five (5) years of accumulated service with the County at December 31 but less than ten (10) years, shall be entitled to fifteen (15) days of vacation in the following year.
 - (d) Deputy Sheriffs on the payroll of the County who shall have ten (10) or more years of accumulated service with the County at December 31 shall be entitled to twenty (20) days of vacation in the following year.

- (e) Deputy Sheriffs on the payroll of the County who shall have fifteen (15) or more years of accumulated service with the County at December 31 shall be entitled to twenty-five (25) days of vacation in the following year.
- (f) Deputy Sheriffs on the payroll of the County who have completed more than fifteen (15) years of accumulated service with the County as of December 31 shall be eligible for twenty-five (25) days of vacation and one additional day of vacation for each successive year of service accumulated in the following year.

(48) Vesting

- (a) Vacation with pay shall vest as of December 31 of the calendar year preceding the then current vacation year.
- (b) Deputy Sheriffs falling under the scope of this Agreement who qualify for a vacation on the vesting date, and are terminated from the payroll of the County before taking vacation, shall receive vacation allowance at time of termination in lieu of vacation time off. However, in the event any Deputy Sheriff voluntarily resigns he/she shall be required to give two (2) weeks' notice of such intention in order to be eligible for the benefit accruing under this Paragraph.
- (c) Deputy Sheriffs who are terminated, voluntarily resign or retire shall be paid a vacation allowance in accordance with the schedule outlined below. Deputy Sheriffs who voluntarily resign shall be required to give two (2) weeks advance notice of such intention in order to be eligible for the benefits accruing under this paragraph.
 - (1) For any employee who would be entitled to ten (10) days of vacation if he/she worked until the following December 31, one (1) day of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of ten (10) days.
 - (2) For an employee who would be entitled to fifteen (15) days of vacation if he/she worked until the following December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of fifteen (15) days.
 - (3) For an employee who would be entitled to twenty (20) days of vacation if he/she worked until the following December 31, two (2) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of twenty (20) days.

- (4) For an employee who would be entitled to twenty-five (25) days of vacation if he/she worked until the following December 31, two and one-half (2.5) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of twenty-five (25) days.
 - (5) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she worked until the following December 31, the employee's total vacation days to a maximum of thirty (30) days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service after the preceding December 31, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty (30) vacation days if he/she worked until the following December 31, such an employee would be credited with three (3) days of vacation for each completed month of accumulated service, to a maximum of thirty (30) days.
- (49) In the case of an employee who is on an approved leave of absence when vacation is vested on December 31, he/she shall be credited with vacation upon his/her return, for each full month of service which was completed before the leave began in the preceding calendar year. The vacation shall be credited, during the current calendar year, in accordance with the following formula:
- (a) For an employee who would be entitled to ten (10) days of vacation if he/she had worked until the preceding December 31, one (1) day of vacation for each completed month of accumulated service, to a maximum of ten (10) days.
 - (b) For an employee who would be entitled to fifteen (15) days of vacation if he/she had worked until the preceding December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service, to a maximum of fifteen (15) days.
 - (c) For an employee who would be entitled to twenty (20) days of vacation if he/she had worked until the preceding December 31, two (2) days of vacation for each completed month of accumulated service, to a maximum of twenty (20) days.
 - (d) For an employee who would be entitled to twenty-five (25) days of vacation if he/she had worked until the preceding December 31, two and one-half (2.5) days of vacation for each completed month of accumulated service, to a maximum of twenty-five (25) days.
 - (e) For an employee who would have been entitled to more than twenty-five (25) days of vacation if he/she had worked during the entire calendar year,

the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of service in the current calendar year, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to 30 vacation days if he/she had worked during the entire calendar year, such an employee would be credited with three (3) days of vacation for each completed month of service in the current calendar year, to a maximum of thirty (30) days.

- (50) An employee who is on an approved leave of absence during the current calendar year but returns to work before December 31 shall vest vacation according to the following formula:
- (a) For an employee who would have been entitled to ten (10) days of vacation if he/she had worked during the entire calendar year, one (1) day of vacation for each completed month of service in the current calendar year, to a maximum of ten (10) days.
 - (b) For an employee who would have been entitled to fifteen (15) days of vacation if he/she had worked during the entire calendar year, one and one-half (1.5) days of vacation for each completed month of service in the current calendar year, to a maximum of fifteen (15) days.
 - (c) For an employee who would have been entitled to twenty (20) days of vacation if he/she had worked during the entire calendar year, two (2) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty (20) days.
 - (d) For an employee who would have been entitled to twenty-five (25) days of vacation if he/she had worked the entire calendar year, two and one-half (2.5) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty-five (25) days.
 - (e) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the preceding December 31, the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty (30) vacations days if he/she had worked until the preceding December 13, such an employee would be credited with three (3) days of vacation for each completed month of accumulated service, to a maximum of thirty (30) days.

(51) Vacation Scheduling

The scheduling of vacation periods shall be subject to the approval of the Sheriff of New Castle County or his/her designee and in an emergency, may be subject to change. In case

of conflicting requests for a vacation period, preference shall be given to the employee with greatest seniority earned within the Sheriff's Office and within the following conditions:

- (a) Vacations for four (4) or more days - Requests submitted at least thirty (30) calendar days prior to the first date requested shall be approved based on greatest seniority first approved. Requests submitted less than thirty (30) calendar days prior to the first date requested shall be approved on first submitted first approved basis.
 - (b) Vacations of three (3) days or less - Requests submitted at least seven (7) calendar days prior to the first date requested shall be approved based on greatest seniority first approved. Requests submitted less than seven (7) calendar days prior to the first date requested shall be approved on first submitted first approved basis.
 - (c) Nothing in this section should be construed as preventing the New Castle County Sheriff or his/her designee from granting emergency vacation period to employees, who due to the emergency could not comply with subsection (a) or (b) above.
- (52) The vacation year shall begin January 1 and end on December 31. Vacation must be applied for and taken during this period. A maximum of fifty (70) days (490 hours) of vacation may be accumulated and carried over, provided that at least one (1) week of vacation (35 hours) is taken, in each vacation year, by an employee carrying over up to thirty (30) vacation days and at least two (2) weeks' (70 hours) vacation are taken in each vacation year by an employee carrying over thirty (30) to fifty (70) days of vacation.
- (53) If a holiday falls within an approved scheduled vacation period, the Deputy Sheriff shall be entitled to an additional day of vacation in lieu of holiday pay.
- (54) The County shall provide the payroll check covering the vacation period in advance of scheduled vacation, if requested, at least two (2) weeks in advance of the vacation period.

SICK LEAVE

- (55) Each full-time employee is entitled to sick leave with full pay in accordance with the following provisions:

Effective on the first day of the month after ratification of this contract, an employee shall be credited with one (1) day of sick leave for each completed month of service. Accumulation of sick leave is unlimited.

Upon retirement or involuntary separation (for reasons other than for cause) from the service, an employee hired on or before June 30, 1977, shall be paid for any sick leave time accumulated not to exceed one hundred (100) workdays. Payment shall be paid based on one day paid for each day accrued. Employees in good standing, who resign after giving adequate notice to the Sheriff (which in no case shall be less than two weeks), shall be paid

accumulated sick leave not to exceed twenty (20) workdays based on one day paid for each day accrued.

Upon retirement or involuntary separation (for reasons other than for cause) from the service, an employee hired on or after July 1, 1977, shall be paid for sick leave time accumulated not to exceed one hundred (100) workdays. Payment shall be paid based on one day paid for each two days accrued. Employees in good standing, who resign after giving adequate notice to the Sheriff (which in no case shall be less than two weeks), shall be paid accumulated sick leave not to exceed twenty (20) workdays based on one day paid for each two days accrued.

For the purpose of this section, any new employee placed on the payroll of the County on the first working day of the month shall, at the completion of that month, be credited with a full month of sick leave credit.

- (56) Sick leave may be used to prevent loss of pay when absent for:
- (a) Personal illness or injury, when not covered by worker's compensation.
 - (b) Medical, dental, or optical appointment. Up to four (4) hours of sick leave shall be granted for such appointments, unless factors such as unusual travel or recuperative problems occur. Additional time shall be granted in these instances if supported by a copy of the appointment form or other acknowledgment supplied by the treating physician. An employee who has prior knowledge that he/she may have to use sick leave for medical, dental or optical appointment shall make application for this type of sick leave on forms prescribed by the County, specifying the name and location of the physician and the date and time of the appointment. Such application for sick leave usage must be made at least twenty-four (24) hours in advance in order for an employee to be entitled to use sick leave to cover his/her absence. Inability or failure to notify the County twenty-four (24) hours in advance shall require the employee to provide an explanation to his/her supervisor. In the event that a medical emergency precludes the employee from applying for sick leave in advance of a medical, dental or optical appointment, he/she shall be required to complete the application form immediately following his/her return to work and properly verify such emergency by supplying a statement from his/her physician. In order to receive compensation for sick leave usage for a medical, dental or optical appointment, the employee shall also be required to report his/her inability to be on duty, as specified in Paragraph 57, if such an appointment precludes his/her coming to work at his/her regularly scheduled starting time.
 - (c) Quarantine in the home, or when upon the advice of a physician it appears that the presence of an employee would jeopardize the health of fellow employees.

- (d) Illness requiring the personal attention of an employee due to the illness or injury of an individual with whom the employee resides or the confinement of a member of the immediate family to an Intensive Care Unit of a hospital. The immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or any relative residing in the same home or any person with whom the employee has made his/her home. The limit under this paragraph shall be ten days per year. Further usage shall require the approval of the Sheriff.
- (57) To receive compensation for sick leave, it is the employee's responsibility to report his/her inability to be on duty and the reason at as early an hour as is practical, but in any event prior to or within one hour before the time set for the beginning of his/her daily duties.
- (58)
 - (a) In order to receive payment for sick leave, any employee who is absent for personal illness for three (3) or more consecutive days may be referred to the medical office upon returning to work unless he/she presents a medical certificate. If the employee returns to work without a medical certificate, he/she shall immediately report to his/her supervisor who shall determine whether or not the employee should start work or be referred to the medical office.
 - (b) After an absence of three (3) or more consecutive days, due to a personal, non-occupational injury, an employee shall not be permitted to return to work unless he/she presents a medical certificate from his/her physician.
- (59) Time off without loss of pay or of sick leave shall be granted as follows:
 - (a) In the case of the death of a member of the immediate family, defined in Paragraph 56(d), no deduction of salary rate may be made for absence of four (4) consecutive scheduled working days.
 - (b) In the case of the death of a near relative, defined as first cousin, grandparent, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, absence on the day of the funeral shall be allowed, provided it is a regularly scheduled workday for the employee. The employee may be required to provide verification in order to be granted this leave.
 - (c) Absence necessitated by examination connected with possible Selective Service induction shall be allowed without charge against sick leave.
- (60) In the case of an employee's extended illness where an employee has exhausted his/her accumulated sick leave, vacation time, and any other available paid leave, the FOP will bring the matter to the attention of the CHRO who will make a study of the problem and may then make a recommendation to the Sheriff that for employees with two (2) years of service additional sick leave time of up to ten (10) days with pay be granted to the employee. Recommendations beyond ten (10) days must be approved by the County

Executive.

- (61) Sick leave shall be certified by the Sheriff of New Castle County upon forms prescribed by the Office of Human Resources which shall maintain complete and accurate leave records. Records of sick leave accumulated and taken shall be available to the employee or the FOP. Accumulated sick leave of employees shall be credited on their personnel record.
- (62) Title 29, Chapter XIV, Part 1604.10 of the Code of Federal Regulations requires that the County comply with the guidelines on employment policies relating to pregnancy and childbirth which have been set forth therein by the Equal Employment Opportunity Commission. In accordance with these guidelines, the County agrees to the following provisions:
 - (a) An employee may request a leave of absence without pay to cover disabilities relating to pregnancy, childbirth and recovery therefrom. The leave must be for a definite period of time so that the substitute may know his/her status. The employee must return at the close of her leave or forfeit her position and her seniority.
- (63) The County agrees to establish a Sick Leave Bank ("Bank") for all County full-time employees with two (2) years or more of service.
 - (a) Participation in the Bank is voluntary and the utilization of benefit is limited to Bank members only.
 - (b) The Bank is established to allow eligible employees to donate accrued sick days to other County employees who are members of the Bank, and who are unable to work due to the employee's own catastrophic health condition.
 - (c) An eligible employee who is a member of the Bank may withdraw up to a maximum of six (6) months of continuous sick leave in a rolling twelve (12) month period.
 - (d) To be eligible to receive donated sick leave, an employee must:
 - (1) Have exhausted his/her own sick, vacation, personal, compensatory and Special Projects time;
 - (2) Be an active member and contributor to the Bank;
 - (3) Require a continued absence due to the employee's own catastrophic health condition;
 - (4) Provide medical documentation substantiating such condition; and

- (5) Have applied for, been granted and exhausted a two-week sick leave extension as detailed in NCC Personnel Policy 3.02.

(e) Membership in the Bank will require the employee to:

- (1) Donate at least one (1) day of sick leave every year during the donation period, which shall be January 1 through January 31 of each year. A maximum donation of twelve (12) days of sick leave per member per year is permitted by any one (1) employee; and
- (2) Obtain approval from the CHRO prior to any utilization of benefit.

- (f) The Benefits Committee shall be responsible for monitoring the solvency of the Bank and issuing depletion notices. Quarterly statements of the Bank's available benefits shall be distributed to all members of the Benefits Committee and to each Union President. Once a depletion notice is disseminated to members of the Bank, a one (1) month donation window shall be opened.

Donation during this Sick Leave Bank "depletion window" is voluntary and governed by the same limitations outlined in section 6.1.

- (g) The CHRO shall be responsible for establishing policies and procedures regarding administration of the Bank, which shall be subject to approval by the members of the Benefits Committee.

ANNUAL MEDICAL EXAMINATION

- (64) The County shall require and provide Deputy Sheriffs with an annual medical examination to be performed by the County medical director or by a County approved physician at his/her arrangement. The Pap test will be administered to female Deputy Sheriffs who request it. The County may require a psychological or psychiatric examination if deemed necessary by the CHRO for reasonable cause. The examination shall be confidential and restricted to the medical files, except where conditions are noted that would limit the Deputy Sheriff in the performance of his/her duties. In such cases, a conference between the employee, the medical director, the Sheriff of New Castle County and the CHRO shall be held to review the problem.

MILITARY TRAINING LEAVE

- (65) "Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserved Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officers Reserve Corps, the

Regular Army Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve and the Coast Guard, and the Air Force Reserve.

- (66) Any permanent employee who leaves the service of the County to join the military forces of the United States shall be placed on military leave without pay, such leave to extend through a date of ninety (90) days after which he/she is relieved from such service. Such employees shall be entitled to be restored to the position which he/she vacated, provided he/she makes application to the Office of Human Resources within ninety (90) days of the date of his/her honorable discharge and is physically and mentally capable of performing the work of his/her position.
- (67) In the event a position vacated by a person entering the armed services no longer exists at the time he/she qualifies to return to work, such person shall be entitled to be reemployed in another position of the same class in the County service, provided such reemployment does not necessitate the laying off of another person who was appointed at an earlier date than such person returning from military leave.
- (68) In addition to his/her accumulated vacation pay, a permanent employee with ninety (90) days service entering military service upon enlistment or the draft shall be entitled to be paid one full calendar month's salary.
- (69) (a) Any permanent employee who is a member of the National Guard or an organized military reserve of the United States will be entitled to a leave of absence not to exceed a total of ten (10) working days in any one calendar year during which time he/she shall be paid his/her regular salary rate. In order to receive payment of salary rate, an employee must file a copy of his/her orders with the Office of Human Resources prior to the leave. For training periods beyond ten (10) working days, each year, while leave shall be granted, the County shall not be liable for wages.
- (b) Any permanent employee who is a member of the State National Guard and who is ordered to perform emergency duty under the supervision of the United States Government or the State shall be granted a leave of absence during the period of such activity.
- Any such employee shall receive the pay differential in the amount by which the employee's normal wages, calculated on the basis up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence exceeds any pay received from the State.
- (70) In order to ensure uniformity, request for deferment of employees from service in the Armed Forces shall be made only by the County Executive.

LEAVES OF ABSENCE

- (71) Leaves of absence may be granted to full-time regular employees covered by this Agreement as follows:

(a) Family and Medical Leave

- (1) Eligible employees are entitled to up to twelve (12) weeks of FMLA leave in a 12-month month period, in accordance with New Castle County Personnel policy. An employee who qualifies for an FMLA leave will be required to use accumulated sick, vacation or other paid leave, in any order chosen by the employee, to run concurrently with the FMLA leave, provided however, that (i) an employee may elect to retain up to two (2) weeks' vacation and two (2) weeks' sick leave and (ii) an employee utilizing FMLA leave of an increment of one (1) day or less must use accumulated sick, vacation or other paid time concurrently with the FMLA leave. In all events, an employee is limited to 12 weeks on FMLA leave in any 12-month period. The 12-month period is a rolling 12-month period measured backward from the date the leave is used.
- (2) Notwithstanding the provisions of the FMLA, the County shall continue life insurance and health care benefits provided for in this Agreement, without cost to the employee, during any period when an employee is taking FMLA leave to which the employee is entitled.
- (3) Notwithstanding the provisions of the FMLA, an employee who takes the FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of FMLA leave. Such an employee shall not, however, accumulate vacation or sick leave, or pension credit, during unpaid FMLA leave.
- (4) Certification from a health care provider shall be provided directly to the CHRO. The CHRO shall not release information concerning the serious health condition justifying the leave.
- (5) Notwithstanding the provisions of the FMLA, upon returning from leave, an employee is entitled to:
 - (a) Be restored to the position held when the leave began, unless such an employee is not qualified due to the expiration of a required license or certificate. In such a case, the employee will be placed on the payroll at the rate of pay for the position held when the leave began, and be provided a reasonable opportunity to acquire the necessary license or certificate.
 - (b) Any negotiated pay increases which would have occurred and the employee would have been eligible for during the leave period.
- (6) Employees who take leave due to personal illness must provide certification from the health care provider that the employee can return to work.

- (7) Use of family and medical leave shall have no adverse impact on the employee's evaluation.

(b) Civil Leave

A Deputy Sheriff shall be given leave with full pay when subpoenaed to appear before a court, public body or commission in connection with County business. A Deputy Sheriff shall be paid the difference between his/her regular salary and any wage compensation granted him/her when subpoenaed to appear before a court, public body or commission not in connection with County business.

(c) Educational Leave

A full-time permanent employee may be given educational leave with full or partial pay for the purpose of taking courses directly related to his/her work as determined by the Sheriff and the CHRO. Requests for such leave must be approved in advance by the Human Resources Advisory Board and the County Executive and they may not exceed a total of twenty days or one hundred sixty hours in any one calendar year. Such educational leave with full or partial pay shall not be granted in conjunction with any other leave of absence and is intended to be utilized by the County employees needing specific grants of time during normal duty hours to attend educational classes which are not available at any off-duty time. It is specifically prohibited to grant a block of educational leave in conjunction with leave without pay granted for educational purposes. Educational leave for a longer period may be granted in special cases of unusual merit and of great benefit to the County government. In such cases, the employee must agree in writing to return to work for a minimum period of one year after expiration of the educational leave.

(d) Leave Without Pay

The Sheriff, with the approval of the County Executive, may grant a permanent employee a leave of absence without pay for a period not to exceed two (2) years. Failure of an employee to return to duty upon the expiration of his/her leave without pay shall be interpreted as a resignation. Leave without pay shall be granted only when it will not result in harm to the interests of the County as an employer beyond any benefits to be realized.

(e) 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 a specific grant of leave of absence under the provisions of these regulations 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/herself for three (3) consecutive days without leave shall be deemed to have

quit. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

(f) Disability Leave

A permanent, probationary or limited term employee who is temporarily disabled in line of duty shall receive full pay for up to one (1) year without charge against his/her vacation or sick leave, subject to the following conditions:

- (1) Provided that the disability results from an injury or illness sustained directly in the performance of the employee's work, as provided in the State Worker's Compensation Act.
- (2) If incapacitated from regular employment, employees may be given other duties with the County government for the period of recuperation provided, however, that work is available and falls within the limitations described by the County's physician after consultation with the employee's personal physician. All conflicts under this section shall be resolved by the CHRO. Unwillingness to accept such an assignment as directed by the Sheriff or the CHRO will make the employee ineligible for disability leave during the time involved.
- (3) That a physician selected by the County shall determine the physical ability of the employee to continue working or to return to work. Should the employee's physician and the County's physician disagree as to the employee's ability to continue working or return to work, the dispute shall be submitted to a third physician selected by the employee's physician and the County's physician. The third physician's opinion shall be final and binding. The medical question shall not be submitted to arbitration. The cost of the third opinion shall be jointly borne by the employee and the County.

(g) FOP Employment

Any employee elected or appointed as an employee of the FOP shall be granted a leave of absence without pay for a period not to exceed two (2) years which may be extended by agreement of the parties. Such leave shall not be granted in excess of one employee for New Castle County Lodge No. 5.

(h) FOP Convention

Leaves of absence with pay to attend and serve as the delegate, or alternate, to conventions of the FOP and organization and training conferences relating to the FOP shall be granted to not more than one employee in the Deputy Sheriff's unit

of the FOP in a calendar year, with the extent of leave limited to an accumulation of two (2) work weeks per delegate and with the purpose of these leaves to be training and education in grievance handling, labor-management relations, personnel administration, etc.

(i) FOP Meeting Leave

Any employee on the Board of Directors of the FOP, shall be given up to three (3) hours off from duty to participate in monthly meetings or any special meetings. The FOP shall give the appropriate supervisor notice of such meetings. Only one member at a time may take meeting leaves, and said member shall be subject to callback as required.

(j) Seniority shall accumulate during all authorized leaves of absence.

(k) Should the position of any employee on approved leave without pay, be abolished or consolidated, he/she shall, upon return from leave, be given employment unless the provisions of Paragraphs 26 and 30 are exercised by the County.

HOURS OF WORK AND PREMIUM RATES

- (72) The payroll period for employees shall cover fourteen (14) consecutive days beginning at 12:01 a.m. on Monday and ending at 12:01 a.m. on Monday, fourteen (14) days later. The regular workday for Deputy Sheriffs shall consist of seven (7) hours and the regular workweek shall consist of thirty-five (35) hours, Monday through Friday inclusive. The starting time for these employees will generally be 9:00 a.m. and quitting time about 5:00 p.m. with one-half (1/2) hour for lunch. The lunch break shall be unstructured, with the approval of the supervisor. The County reserves the right to increase the workweek up to forty (40) hours at straight time rates, if conditions in the Government require such action, and also reserves the right to manage lunch departures.
- (73) Where new workweeks are planned by the County they shall be subject to discussion and review by the FOP. Any change in special workweeks, not otherwise provided for under this Agreement, now in effect, shall be reviewed by the County and the FOP.
- (74) For Deputy Sheriffs time and one-half shall be paid for hours worked in excess of forty (40) hours per workweek. Time and one-half shall be paid for work performed on Saturday and Sunday when forty (40) hours have already been worked during the first five (5) working days.
- (75) Employees regularly assigned to the second shift shall receive, in addition to their regular rate of pay, a premium of 5% of the employee's regular hourly rate of pay for all such hours worked.
- (76) The first shift is any shift that regularly begins about 8 a.m. The second shift is any shift that regularly begins about 3 p.m. The third shift is any shift that regularly begins about

12:00 midnight. The County may establish a 12:00 noon to 8:00 p.m. shift. When this shift is in effect, any employee assigned to day work shall be subject to work the shift one (1) day per week with a mandatory dinner break at or about 4:00p.m. No employee will be required to work this shift more than one (1) day per week. The scheduling of this mandatory shift shall be done by the Sheriff's Office with consideration given to the employee's desires as to which day the shift will be worked. No premium pay shall be paid for their 12:00 noon to 8:00 p.m. shift. Shift differential shall be paid during the 12:00 noon to 8:00 p.m. shift for all hours worked after 4:00 p.m.

- (77) Notwithstanding the foregoing paragraph, the County will meet with employees to establish a flexible work schedule that will incorporate alternative start times for employee working hours. The provisions of this paragraph shall not be interpreted as requiring the County to adopt a four (4) day work week. The flexible work schedule will be developed within 120 days of contract signing. The parties agree, however, that the implementation of any flexible work schedule shall not commence until all budgeted non-probationary deputy sheriff positions are filled and further agree that, once implemented, operation of the schedule is contingent upon minimum staffing of road and courthouse deputy assignments. Once implemented, the flexible work schedule will be in effect for a one (1) year period, subject to full staffing of all budgeted non-probationary deputy sheriff positions. The flexible work schedule will then automatically renew for another one (1) year period unless either party informs the other in writing before the year period expires that they do not wish to renew the flexible work schedule.
- (78) Requests for the assignment to shifts shall be evaluated on the basis of County seniority and special needs of the department. Employees who have not completed six (6) months of the probationary period will not have shift assignments based on seniority. Upon completion of the first six (6) months of the probationary period, new employees shall be assigned to the night shift, except in cases where there are more senior employees who volunteer to work the night shift.

DISTRIBUTION OF OVERTIME

- (79) Overtime shall be divided and rotated as equally as possible within the office, on a calendar year basis, in seniority order, and among those employees who regularly perform such work. When an employee is improperly (unintentionally) missed for an overtime opportunity, the employee shall not receive monetary reimbursement for the missed opportunity but will be provided a like overtime opportunity with a review and resolution of any systemic issues that may have generated the missed opportunity. The like overtime opportunity shall not affect the overtime due to another employee. Each missed overtime opportunity shall be evaluated on a case-by-case basis.

SAFETY AND HEALTH

- (80) The FOP agrees that it will insist that its members work safely and cooperate to the fullest extent with the County in order to eliminate hazardous conditions with its operations.

It is in the spirit of safety and cooperation that the Union agrees to random drug testing for their bargaining unit. The County's drug testing policy will be published as a personnel policy and procedure.

- (81) (a) The County agrees that it will maintain adequate safety and health standards and will cooperate with the FOP and with all the County's employees in order that all employees are protected from a safety and health standpoint at all times.
 - (b) The County agrees to provide and maintain, at County expense, a ballistic vest for each Deputy Sheriff. Rules relating to use of these vests will be determined by County policy.
 - (c) The County agrees to provide for each Deputy Sheriff and maintain at County expense, a semi-automatic firearm of the County's choosing. Each Deputy Sheriff shall receive training on the proper use of such weapon on a schedule to be determined by the Sheriff. Such firearm shall be carried and used only in the performance of the Deputy Sheriff's duties and shall be secured in a lockbox at all times when the Deputy Sheriff is not on duty.
 - (d) When transporting prisoners there will be two (2) Deputy Sheriffs in the vehicle whenever practical.
- (82) The departmental safety coordinator shall be appointed by the President of the FOP and the Sheriff of New Castle County and shall serve as Chairperson of the department safety committee. The FOP shall designate a member of the department to the departmental safety committee.
- (83) Any recommendation pertaining to safety and health made by the grievance representative or any employee to the Sheriff or departmental safety coordinator shall be considered by the departmental safety committee promptly.
- (84) The CHRO or his/her designee will meet with the safety coordinators at least once each month to review the preceding month's accident and health records, and to consider improvement in the safety and health program.

BULLETIN BOARDS

- (85) The County agrees to provide and maintain a separate bulletin board where notices of official FOP matters may be posted by the FOP.

HEALTH INSURANCE AND PRESCRIPTION DRUG COVERAGE

- (86) The County agrees to assume the full cost of providing a basic indemnity plan for the full-time employee's applicable coverage (i.e., employee only, employee and children, employee and spouse, or employee and family) with a level of benefits consistent with the indemnity plan available in program year 2019. The County will also make alternative plan designs available that require cost sharing, such as, but not limited to, EPO, PPO, HMO, POS and HSA plans.

Effective January 1, 2021, the County shall pay 90% of each employee's monthly premium for health insurance, other than the basic indemnity plan which shall be paid at 100%.

Effective January 1, 2022, the County shall pay 87% of the monthly premium for each employee enrolled in the PPO plan. Employees enrolled in the PPO plan may maintain their premium share at 10% on or after January 1, 2022 if they (and their spouses / eligible domestic partners) participate in a Wellness program offered by the County and maintain their participation for the entire calendar year. The Wellness Plan shall be implemented on January 1, 2021 and employees shall receive enrollment materials. Points shall accumulate throughout 2021 for 2022 premium sharing rates. The County will continue to pay 100% of the premiums for employees enrolled in the basic indemnity plan, and to pay 90% of the premiums for employees enrolled in all other plans, except the PPO as set forth above.

The County shall deduct the employee's contribution through payroll deduction.

Health care coverage shall include the employee's domestic partner, if the employee's domestic partner was enrolled in a County plan as of July 1, 2020, and maintains enrollment without any interruption. Domestic partners who meet these criteria may maintain eligibility for health care coverage as provided in this Agreement (and may hereafter be referred to as an "eligible domestic partner" or "eligible domestic partners"). Effective January 1, 2021, coverage for domestic partners for new enrollments will no longer be an option (continuing coverage will only be available for domestic partners who were enrolled as of July 1, 2020).

- (87) The County has established a spousal coordination of benefits ("COB") program, and maintains a separate policy with additional terms and forms for the administration of the program.

Effective January 1, 2021, employees who are married (or eligible domestic partners) and who are both employed by the County, must elect to be covered under a single plan, i.e., one spouse/eligible domestic partner must select an employee plus spouse or an employee plus family coverage plan, and the other employee-spouse/eligible domestic partner must be covered by that same plan and may not maintain independent or separate coverage under a County plan.

Deputy Sheriffs

For new employees hired on or after January 1, 2021, and continuing for each plan year thereafter: If a County employee's spouse/eligible domestic partner is eligible to participate in a group health insurance and/or prescription drug insurance plan through their employer (notwithstanding that employer's COB policies), the spouse/eligible domestic partner of the employee must enroll with at least single coverage in said employer's sponsored group insurance coverage(s). If a County employee's spouse/eligible domestic partner is self-employed / self-insured and offers a group health and/or prescription drug plan to his/her employees, such self-employed spouse/eligible domestic partner must also enroll with at least single coverage in such employer-sponsored group insurance. This requirement shall be waived for any spouse or eligible domestic partner whose employer (self-employed) requires the spouse or eligible domestic partner to pay more than 50% of the single coverage monthly premium and the employee submits proof of such. Upon the spouse or eligible domestic partner's enrollment in any such available group health and/or prescription drug insurance coverage, that coverage will become the primary payer of benefits, and the coverage sponsored by the County will become the secondary payer of benefits, if elected by the County employee. It is the County employee's responsibility to advise the County immediately (and not later than 30 days after any change in eligibility), if the employee's spouse or eligible domestic partner becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer. Upon becoming eligible, the employee's spouse/eligible domestic partner must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, unless he/she is exempt from this requirement in accordance with the exemption stated above.

- (88) The County will provide the following three-tier prescription drug co-pay system:

Generic prescription drugs	\$ 8 employee co-pay
Preferred prescription drugs	\$ 30 employee co-pay
Non-preferred prescription drugs	\$ 50 employee co-pay

When available, employees may fill maintenance medications through a 90-day mail order supply program. Employees will only be charged two (2) 30-day co-pays for the 90-day supply when filled through the mail order supply program.

- (89) Health Insurance During Leaves

County employees will have an opportunity to pay for health insurance coverage during approved leaves of absence.

- (90) Retirees

- (a) The County agrees to assume the full cost of providing a basic individual indemnity plan for those employees retiring on or after July 1, 1973, but before April 1, 1997, who are not eligible for Medicare.
- (b) For those employees retiring on or after April 1, 1997 (who are not eligible for

Medicare), and who were first employed by the County before July 1, 2011, the County agrees to assume the full cost of providing a basic individual indemnity plan. Further the County agrees to issue health insurance credits as outlined below:

Each month, the retiree shall be issued a health insurance credit to be used exclusively to purchase health insurance coverage (through New Castle County) for the retiree's spouse / eligible domestic partner. The value of the monthly credit will be the product of \$10 times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be \$300 regardless of service in excess of 30 years. Credits cannot be banked for future use.

- (c) If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse / eligible domestic partner, the County will be considered the secondary provider of insurance under coordination of benefits.
- (d) Regardless of the date of retirement, when a retiree or his or her spouse / eligible domestic partner becomes eligible for Medicare, the County's insurance will cease. Upon verification of enrollment in Medicare Parts A and B, the County will pay the full cost of providing the retiree and his or her spouse / eligible domestic partner with Standard Medicare coverage or its equivalent insurance. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse / eligible domestic partner.
- (e) For employees who are eligible to receive a service pension and are hired after June 30, 2011, health coverage to be provided by the County shall be as follows:

For retirees who have reached the age of sixty (60), who have completed at least twenty (20) years of County service and are not eligible for Medicare, the County agrees to assume the full cost of providing a basic individual indemnity plan.

For retirees who have reached the age of sixty (60), who have completed at least seventeen and one-half (17 ½) years of County service and are not eligible for Medicare, the County agrees to assume seventy-five percent (75%) of the cost of providing a basic individual indemnity plan.

For retirees who have reached the age of sixty (60), who have completed at least fifteen (15) years of County service and are not eligible for Medicare, the County agrees to assume fifty percent (50%) of the cost of providing a basic individual indemnity plan.

- (f) For employees who are eligible to receive a disability pension and are hired after June 30, 2011, health coverage to be provided by the County shall be as follows:

For retirees who have completed at least twenty (20) years of County service and are not eligible for Medicare, the County agrees to assume the full cost of providing a basic individual indemnity plan.

For retirees who have completed at least seventeen and one-half (17 ½) years of County service and are not eligible for Medicare, the County agrees to assume seventy-five percent (75%) of the cost of providing a basic individual indemnity plan.

For retirees who have completed at least fifteen (15) years of County service and are not eligible for Medicare, the County agrees to assume fifty percent (50%) of the cost of providing a basic individual indemnity plan.

- (g) The County agrees to issue health insurance credits as outlined below for retirees hired after June 30, 2011:

Each month, the retiree shall be issued a health insurance credit to be used exclusively to purchase health insurance coverage (through the County) for the retiree's spouse / eligible domestic partner. The value of the monthly credit will be the product of ten dollars (\$10.00) times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be three hundred dollars (\$300.00) regardless of service in excess of thirty (30) years. Credits cannot be banked for future use.

If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse / eligible domestic partner, the County will be considered the secondary provider of insurance under coordination of benefits.

Regardless of the date of retirement, when a retiree or his or her spouse / eligible domestic partner becomes eligible for Medicare, the County's insurance will cease. Upon verification of enrollment in Medicare Parts A and B, the County will pay the full cost of providing the retiree and his or her spouse / eligible domestic partner with Standard MEDIFILL coverage or its equivalent insurance. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse / eligible domestic partner.

BENEFITS COMMITTEE

- (91) The County shall maintain a Labor-Management Health Care Benefits Committee (the "Benefits Committee") which shall consist of a representative designated by each County

bargaining unit, or designee, and six (6) representatives designated by the County, one of whom shall be the CHRO or designee and each of whom shall be a participant in the County employee health insurance plan. The CHRO or designee shall chair the Benefits Committee.

- (92) The Benefits Committee shall meet for the purpose of reviewing and determining employee benefits available to County employees for the future enrollment periods and the identity of administrators and carriers.
- (93) The Benefits Committee shall be involved at all stages of the review process, including the development of bid specifications, the review of bids (including costs of each plan), meetings with bidders, the design of a benefits plan, and the selection or termination of plan administrators/carriers and consultants. One of the objectives of this review and selection process shall be to foster competition among bidders. During this process the union representatives will be granted full and complete access to all information relating to employee benefits.
- (94) The Benefits Committee shall meet as often as possible to fulfill the duties identified in paragraphs (92) and (93) above, but no less frequently than quarterly. Meeting agendas will be provided in advance and will include quarterly financial updates of the plan. Minutes will be provided after each meeting.
- (95) Any recommendations reached by the Benefits Committee shall be subject to approval by the membership of the Union in the following manner: Committee members shall be provided with adequate time and information regarding the proposed recommendation of the Benefits Committee to allow Union members to make an informed decision regarding their health care benefits. Following a decision by the Union membership regarding the proposed recommendation of the Benefits Committee, the Benefits Committee shall meet to vote on the proposed recommendation, which shall require approval by two-thirds (2/3) of the members present at the Benefits Committee meeting. With advance notice, Benefits Committee members may designate a proxy to cast their vote.

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

- (96) Effective April 1, 1997, the County agrees to assume the full cost of life insurance amounting to one and one-half (1½) of the employee's annual salary, with a minimum death benefit of \$50,000 and a maximum death benefit of \$200,000. Additionally, the County will provide accidental death and dismemberment benefits for each employee. The County further agrees to administer (through payroll deduction) the voluntary purchase of additional term life insurance coverage at full cost to the employee.
- (97) The County agrees to assume the full cost of providing \$10,000 life insurance for those employees retiring from County service on or after May 1, 2006, with accidental death and dismemberment benefits for each employee. Those employees who retired between April 1, 1997, and April 30, 2006, will be provided \$5,000 life insurance. Those employees who retired between March 31, 1981, and March 31, 1997, will be provided \$2,500 life

insurance. If the retiree had voluntary additional life insurance as of the date of retirement, the retiree may elect to continue the voluntary additional life insurance coverage, and the County agrees to assist the retiree in obtaining such coverage, at full cost to the retiree.

PROFESSIONAL LIABILITY INSURANCE

- (98) The County shall provide professional liability insurance coverage providing for protection against false arrest and civil suit damages for each individual Deputy Sheriff in the performance of his/her duties. Said coverage shall be for a maximum benefit of \$1,000,000.00 (one million dollars).

UNEMPLOYMENT COMPENSATION COVERAGE

- (99) The County follows the requirements of Chapter 33 (Unemployment Compensation) of Title 19 of the Delaware Code.

THE COUNTY AND MANAGEMENT POLICIES AND RULES

- (100) In the administration of all matters covered by this Agreement, the County Government and the FOP and its members are governed by the applicable rules and regulations of the New Castle County Merit System Ordinance, adopted pursuant to and in accordance with 9 *Del. C.* § 1381, and policies of the County which do not conflict with the terms of this Agreement.
- (101) Work Stoppage

During the term of this Agreement, it is understood that the FOP and its members will not condone, cause, permit, or otherwise engage in any unprotected concerted activity, work stoppage, strike or limitation of services.

WORKING CONDITIONS

- (102) Protective Devices
- (a) Employees required by the County to wear prescription safety glasses, as established by the departmental safety committee and the Sheriff due to recognized eye hazards normal to their work, will have such glasses furnished by the County to a prescription furnished by the employee.
 - (b) The Sheriff's Office is committed to the principle of training for all Deputy Sheriffs in order to maintain efficient and professional services. Training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and operation of the Sheriff's Office. Training shall be scheduled by the Sheriff or his/her designee. Employees shall attend training sessions as required to attend and satisfactorily complete any training program designated by the Sheriff. The Sheriff may designate the Chief Deputy Sheriff or a Deputy Sheriff to make

recommendations, assist and conduct training sessions and programs being offered to Deputy Sheriffs. Time spent by a Deputy Sheriff preparing and conducting training sessions and programs shall not be considered a temporary assignment to a higher classification resulting in an upgrade on a temporary or permanent basis.

- (c) The County shall provide the Sheriff's Office with car radios for all County vehicles by the Chief Deputy Sheriff and Deputy Sheriffs, which will communicate with the County's 9-1-1 Communication Center and will issue the Chief Deputy Sheriff and each Sworn Deputy Sheriff a handheld radio which will allow communication with the County's 9-1-1 Communication Center. The County shall provide the necessary training for proper use of these radios.
- (d) The County shall provide the Sheriff's Office with a vehicle equipped with a protective barrier for the transportation of prisoners. Such a vehicle shall be available for use unless, of course, the vehicle is inoperable due to the need for maintenance or repair.

MAINTENANCE OF STANDARDS

(103) Labor-Management Conferences

The Sworn Deputy Sheriffs and the County agree to cooperate with each other in matters of the administration of this Agreement. To this end, the Sworn Deputy Sheriffs and the County agree that in the interest of efficient and harmonious labor-management relations, meetings will be held no less than three (3) times a year between Deputy Sheriffs and administrative representatives of the Sheriff's office.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor-management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

(104) Removal of Disciplinary Documents from Personnel Files

Any disciplinary materials in an employee's personnel file shall be destroyed five (5) years after the date of the document provided that the employee has received no similar disciplinary document during that five (5) year period. If the employee receives a similar disciplinary document during the five (5) year period, such disciplinary material shall remain in the employee's personnel file until the expiration of a five (5) year period in which the employee receives no similar disciplinary document.

- (105) The County agrees that all conditions of employment relating to pensions, wages, salaries, hours, insurance, vacations, sick leave, grievance procedures and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the same shall be improved

wherever specific provisions for improvement are made elsewhere in this Agreement.

SHOOTING ALLOWANCE

- (106) Effective July 1, 2022, Deputy Sheriffs who successfully qualify with their service weapon shall receive ten (10) shooting days per Fiscal Year. Shooting days off may be converted to compensation, at the employee's option. Said shooting days may be carried over to the following fiscal year if and only if an employee is denied a shooting day (shooting days) off due to operational needs.

CLOTHING ALLOWANCE

- (107) Sworn Deputy Sheriffs shall receive an annual clothing allowance of one thousand dollars (\$1,000.00). The allowance shall be payable in two (2) equal installments: on September 30th and on March 31st of each calendar year.

UNIFORM AND EQUIPMENT

- (108) (a) The County agrees to provide shoes to replace worn or damaged shoes as needed, but at least once yearly.
- (b) The County will allow for the replacement of firearms consistent with the practice in the Division of Police.

TEMPORARY ASSIGNMENTS TO A HIGHER CLASSIFICATION

- (109) An employee who is temporarily assigned the duties of a higher classification shall receive adjusted compensation for the period of the temporary assignment. This compensation shall be the minimum rate of the salary range for the higher classification or a one increment step above the employee's regular rate, whichever is higher. It is intended that any employee temporarily promoted will automatically assume full responsibility for the performance of all of the required tasks and duties of the higher level position to which he/she is temporarily promoted.

CALL TIME

- (110) Employees called in for work outside of their regularly scheduled hours shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay at his/her option provided the call-in is less than four (4) hours. The guaranteed pay shall be at the employee's straight time rate or for hours actually worked at the premium rate set forth in Paragraph (76) Hours of Work and Premium Rates, whichever is greater. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half until he/she completes four (4) hours of work. The employee shall then be paid for the balance of his/her work shift at the appropriate rate. This call time provision shall not apply to persons scheduled to work daily overtime before the regular starting time of an employee's shift. An employee who is required to work overtime at the end of his

shift shall be guaranteed a minimum of one (1) hour of work.

MERIT INCREASE COMPENSATION PROCEDURE

- (111) The County shall make available for those employees not at the maximum salary of their assigned pay grades in the Pay Plan, a merit increment one step increase at five (5) percent to the next higher salary in the employee's pay grade in accordance with the rules of the Pay Plan.

Merit increases shall be effective on the employee's anniversary date. For the purpose of this compensation procedure the anniversary date for any full-time employee hired by the County before July 1, 1966, shall be July 1 of each year; all other employees shall have date of hire as the basis for anniversary date.

- (112) (Salaries)

- (a) Effective July 1, 2022, the salaries for Sworn Deputy Sheriffs in the bargaining unit shall include a 2.5% general wage increase, and are attached as Exhibit A.

Effective July 1, 2023, the salaries for Sworn Deputy Sheriffs in the bargaining unit shall include a 2.5% general wage increase, and are attached as Exhibit B.

Effective July 1, 2024, the salaries for Sworn Deputy Sheriffs in the bargaining unit shall include a 2.5% general wage increase, and are attached as Exhibit C.

Effective July 1, 2025, the salaries for Sworn Deputy Sheriffs in the bargaining unit shall include a 2.5% general wage increase, and are attached as Exhibit D.

- (b) Effective January 1, 2021, employees who are assigned to perform the duties of a Field Training Officer (FTO) shall receive three (3) hours of compensatory time for each seven (7) hours of the employee's FTO assignment. Employees who wish to use compensatory time must submit a request in the same manner as requests for vacation time. Time will be calculated by the Sheriff or designee at the end of the FTO process and shall be available for use after that time. The Sheriff will be responsible and retains all authority and discretion to establish and modify field training standards, requirements and responsibilities. FTOs will be responsible to fulfill such requirements.

VEHICLE REPLACEMENT EXPLORATION

- (113) In the interest of personal safety, the County agrees to explore vehicle replacement, including the possible addition of another caged (screened) vehicle and white strobe lights.

DURATION OF AGREEMENT

- (114) This Agreement shall become effective on July 1, 2022, and remain in full force and effect until 12:00 midnight, June 30, 2026. It shall be automatically renewed from year-to-year thereafter, unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by certified mail on or before March 1, 2026, or any subsequent year.

ALTERATIONS OF AGREEMENT

- (115) No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the County, and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties and same has been ratified by the Sworn Deputy Sheriffs. 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. It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

EXHIBIT A**PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES
REPRESENTED BY FRATERNAL ORDER OF POLICE (FOP) LODGE #5
SWORN DEPUTY SHERIFFS****Effective: July 1, 2022 – June 30, 2023**

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
DEPUTY SHERIFF	19	39,447	41,421	43,492	45,666	47,948	50,347	52,863	55,508	58,285	61,199
CHIEF DEPUTY SHERIFF	25	52,863	55,508	58,285	61,199	64,259	67,473	70,845	74,388	78,107	82,012

EXHIBIT B**PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES
REPRESENTED BY FRATERNAL ORDER OF POLICE (FOP) LODGE #5
SWORN DEPUTY SHERIFFS****Effective: July 1, 2023 – June 30, 2024**

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
DEPUTY SHERIFF	19	40,433	42,457	44,579	46,808	49,147	51,606	54,185	56,896	59,742	62,729
CHIEF DEPUTY SHERIFF	25	54,185	56,896	59,742	62,729	65,865	69,160	72,616	76,248	80,060	84,062

EXHIBIT C**PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES
REPRESENTED BY FRATERNAL ORDER OF POLICE (FOP) LODGE #5
SWORN DEPUTY SHERIFFS****Effective: July 1, 2024 – June 30, 2025**

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
DEPUTY SHERIFF	19	41,444	43,518	45,693	47,978	50,376	52,896	55,540	58,318	61,236	64,297
CHIEF DEPUTY SHERIFF	25	55,540	58,318	61,236	64,297	67,512	70,889	74,431	78,154	82,062	86,164

EXHIBIT D**PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES
REPRESENTED BY FRATERNAL ORDER OF POLICE (FOP) LODGE #5 SWORN
DEPUTY SHERIFFS****Effective: July 1, 2025**

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
DEPUTY SHERIFF	19	42,480	44,606	46,835	49,177	51,635	54,218	56,929	59,776	62,767	65,904
CHIEF DEPUTY SHERIFF	25	56,929	59,776	62,767	65,904	69,200	72,661	76,292	80,108	84,114	88,318

Introduced by: Ms. Hartley-Nagle
Date of introduction: January 10, 2023

RESOLUTION NO. 23-020

**AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE COLLECTIVE
BARGAINING AGREEMENT WITH THE SWORN DEPUTY SHERIFFS
REPRESENTED BY FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY
LODGE NO. 5**

WHEREAS, the County Executive has successfully negotiated a collective bargaining agreement with the Sworn Deputy Sheriffs represented by Fraternal Order of Police, New Castle County Lodge No. 5, attached as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby authorizes the County Executive to sign the agreement with the Sworn Deputy Sheriffs represented by Fraternal Order of Police, New Castle County Lodge No. 5 as set forth in Exhibit “A” hereto.

Adopted by County Council of
New Castle County on:

President of County Council
New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to sign the collective bargaining agreement with the Classified Service Sworn Deputy Sheriffs represented by Fraternal Order of Police, New Castle County Lodge No. 5. This agreement defines the wages and other terms of employment for the bargaining unit from July 1, 2022 through June 30, 2026.

It provides for a 2.5% increase in the first year effective July 1, 2022, a 2.5% increase in the second year effective July 1, 2023; a 2.5% increase in the third year effective July 1, 2024; and a 2.5% increase in the fourth year effective July 1, 2025. The contract increases the clothing allowance to \$1,000.00 and increases the number of shooting days to ten. The contract continues a five percent (5%) shift differential premium negotiated by the parties in a 2021 supplemental agreement. Additionally, the contract eliminates Lincoln’s Birthday and Columbus Day, adds Juneteenth as a paid holiday and confers two floating holidays.

FISCAL NOTE: This Resolution will approve a four-year contract with the Classified Service Sworn Deputy Sheriffs represented by the Fraternal Order of Police, New Castle County Lodge No. 5. The estimated fiscal impacts (Salaries/Wages and Employee Benefits) of the collective bargaining agreement for the period July 1, 2022 through June 30, 2026 are as follows:

FY2023	\$16,718
FY2024	\$32,758
FY2025	\$49,199
FY2026	\$66,051

SUBSTITUTE NO. 1 TO ORDINANCE NO. 22-155

**AMENDING *NEW CASTLE COUNTY CODE* CHAPTER 2 (“ADMINISTRATION”),
ARTICLE 2 (“COUNTY COUNCIL”) REGARDING
COUNCIL COMMITTEES AND CHAIRS THEREOF**

WHEREAS, currently, the Rules of Procedure of New Castle County Council very generally sketch out a process for selection of co-chairs for committees of County Council; and

WHEREAS, the lack of specificity in the Rules regarding the process for electing co-chairs to committees of Council leads to confusion, and Council, and the process, would benefit from greater articulation of well-defined steps to elect committee co-chairs; and

WHEREAS, County Council has determined that the provisions of this Ordinance substantially advance and are reasonably and rationally related to legitimate government interests, including promoting the health, safety, and welfare of present and future inhabitants of New Castle County.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 2 (“Administration”), Article 2 (“County Council”) is hereby amended by adding the material that is underscored and deleting the material with strikethroughs, as set forth below.

...

Division 2.02.100. - Rules of procedure.

...

Sec. 2.02.110. - County Council committee co-chairs.

Committees, which includes subcommittees, of County Council shall include two positions which are reserved for two chairs, known as co-chairs, who shall be elected by a majority vote of Council. County Council shall elect the co-chairs for each Council committee under the following procedures:

- A. Subject to the limitations that follow, committee co-chair positions are to be considered by Council following each general election, excepting a vacancy that may arise for any reason which, dependent on the timing the vacancy is created, may require a co-chair position to be filled prior to the next general election. Notwithstanding the above, Council may consider an appointment to a co-chair position prior to the next general election regardless of whether the basis for consideration is a challenge or a vacancy.
- B. Within 60 calendar days following a general election, a vacancy arising or a challenge to a co-chair position, the Council President shall email all Council members providing at least 30 calendar days notice prior to the public meeting which is to be scheduled for

purposes of Council considering committee co-chairs.

- C. Council members interested in being considered for a committee co-chair position must submit their name and the committee they seek to co-chair via email to the Council President and all Council members at least 14 calendar days prior to the meeting scheduled under subsection B. Each submission must be acknowledged via email by the Council President within 2 calendar days of receipt of each member's submission; failure to timely confirm receipt of an applicant's submission does not impact the validity of the application.
- D. In situations where existing co-chairs of a committee have timely indicated via email to the Council President and all Council members their wishes to continue presiding over the committee and the co-chair positions have not been timely sought by another Council member, the Council President will confirm to all Council members via email that the co-chair positions have gone unchallenged. The Council President will thereafter prepare an independent ballot for these committee co-chair positions to be voted on by Council at the meeting scheduled under subsection B.
- E. In addition to any ballot prepared pursuant to subsection D, for any committee where the number of candidates does not exceed the number of "open" co-chair positions, the Council President will prepare a ballot that, at minimum, identifies the name of each Council member who has timely indicated their interest to be a co-chair and the name of the applicable committee. A ballot may be prepared per individual committee or, as a matter of convenience, a single, omnibus ballot reflecting all applicable committees may be considered, at the discretion of Council. Notwithstanding the above, where a committee has more candidates than "open" co-chair positions, then that committee may not be included as part of an omnibus ballot and, instead, the co-chairs must be determined in a manner decided by Council pursuant to a single, stand-alone ballot for that specific committee.
- F. The Council President shall email to all Council members a ballot or ballots, either omnibus or single, consistent with this Section, that identifies each Council member and the committee co-chair position they seek by no later than 7 calendar days prior to the meeting at which the co-chair candidates will be considered by County Council. Ballots that are provided at this juncture are for notice purposes only, and will not be voted on until the public meeting.
- G. Council will consider the candidates for committee co-chairs at the meeting scheduled under subsection B, subject to continuance to a later date at the discretion of Council, and may consider any necessary Rules of Procedure of Council not inconsistent with the above process.

...

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 Del. C. § 1156.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive
of New Castle County

SYNOPSIS: This Ordinance establishes a more defined process for the election of co-chairs of committees, including subcommittees, of New Castle County Council to provide clarity and to avoid confusion when Council determines co-chairs for Council committees.

Substitute No. 1 to Ordinance No. 22-155 makes the following amendments to the original Ordinance:

- The substitute clarifies the time period by which committee co-chairs are considered by County Council;
- The substitute further clarifies the process, including balloting, for consideration of co-chairs; and
- The substitute clarifies that the notice regarding co-chair positions that are to be considered by County Council is to be provided by email.

FISCAL NOTE: This Ordinance, if approved, will have no fiscal impact.

ORDINANCE NO. 22-155

**AMENDING NEW CASTLE COUNTY CODE CHAPTER 2 (“ADMINISTRATION”),
ARTICLE 2 (“COUNTY COUNCIL”) REGARDING
COUNCIL COMMITTEES AND CHAIRS THEREOF**

WHEREAS, currently, the Rules of Procedure of New Castle County Council very generally sketch out a process for selection of co-chairs for Committees of County Council; and

WHEREAS, the lack of specificity in the Rules regarding the process for electing co-chairs to Committees of Council leads to confusion, and Council, and the process, would benefit from greater articulation of well-defined steps to elect Committee chairs; and

WHEREAS, County Council has determined that the provisions of this Ordinance substantially advance and are reasonably and rationally related to legitimate government interests, including promoting the health, safety, and welfare of present and future inhabitants of New Castle County.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 2 (“Administration”), Article 2 (“County Council”) is hereby amended by adding the material that is underscored and deleting the material with strikethroughs, as set forth below.

...

Division 2.02.100. - Rules of procedure.

...

Sec. 2.02.110. - County Council Committee Co-Chairs.

Committees, which includes subcommittees, of County Council shall include two positions which are reserved for two chairs, known as co-chairs, who shall be elected by a majority vote of Council. County Council shall elect the co-chairs for each Council Committee under the following procedures:

- A. Committee co-chairs are to be considered by Council every 2 years following the general election in the second year, subject to any vacancy that may arise for any reason which, dependent on the timing the vacancy is created, may require a vacancy to be filled prior to completion of the 2 year period identified above.
- B. Within 60 calendar days following the general election, the Council President shall provide written notice to all Council members at least 30 calendar days prior to a public meeting to be scheduled for purposes of electing co-chairs for each Committee as determined by Council.
- C. Any Council member who is interested in being considered for a Committee co-chair

position must submit their name and the Committee they seek to co-chair in writing to the Council President and all Council members at least 10 business days prior to the above meeting. Each submission must be acknowledged in writing by the Council President within 2 business days of receipt of each Council member's submission; failure to timely confirm receipt of an applicant's submission shall have no impact on the application.

- D. Subsequently, the Council President will prepare a ballot which, at a minimum, shall identify the name of each Council member who has timely indicated their interest to be a co-chair and the Committee co-chair position that is being sought. A ballot may be prepared per individual Committee or, as a matter of convenience, a single ballot reflecting all Committees may be considered, subject to the discretion of Council.
- E. Where there are existing co-chairs of a Committee who have timely indicated in writing their wishes to continue presiding over a Committee and the co-chair positions have not been timely sought by another Council member, the Council President will confirm that the co-chair positions have gone unchallenged and the terms of the existing co-chairs will be automatically continued for an additional 2 years without the need for further consideration by Council.
- F. For Committee co-chair positions that are challenged, the Council President shall provide a ballot identifying each Council member and the Committee co-chair position they seek in writing to all Council members by no later than 5 business days prior to the meeting at which the co-chair candidates will be considered by County Council.
- G. Council will consider the candidates for Committee co-chairs at said meeting, subject to continuance to a later meeting at the discretion of Council, and may consider any necessary or additional Rules of Procedure of Council not inconsistent with the above process.

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive
of New Castle County

SYNOPSIS: This Ordinance attempts to establish a more defined process for the election of co-chairs of Committees, including subcommittees, of New Castle County Council to avoid confusion.

FISCAL NOTE: This Ordinance, if approved, will have no fiscal impact.

ORDINANCE NO. 22-153

**TO AMEND THE PAY PLAN AND RATES OF PAY FOR UNCLASSIFIED TEMPORARY
SEASONAL AND PART-TIME RECURRING EMPLOYEES AND TO ADOPT THE CLASS
SPECIFICATION FOR THE POSITION TITLES OF SEASONAL PARK PATROL OFFICER
AND PARK PUBLIC SAFETY SPECIALIST**

WHEREAS, the Department of Public Safety, Division of Police has recognized a need for increased patrols in County Parks based on the concerns of citizens, reported crimes and analysis of calls for police services in parks; and

WHEREAS, the Division of Police has developed and created a Park Public Safety Enhancement Program designed to enhance visitor experiences and overall public safety in the major New Castle County Parks; and

WHEREAS, the Park Public Safety Enhancement Program will require employment of Seasonal Park Patrol Officers and/or Park Public Safety Specialists to increase public safety and overall quality of life for citizens visiting county parklands; and

WHEREAS, in accordance with *New Castle County* Code Section 26.03.103, the Human Resources Advisory Board at their meeting on December 1, 2022, recommended that the class specification for the new position titles of Seasonal Park Patrol Officer and Park Public Safety Specialist be added to the Pay Plan and Rates of Pay for Unclassified Temporary Seasonal and Part-Time Recurring Employees; and

WHEREAS, the Chief Human Resources Officer concurs with the recommendation of the Human Resources Advisory Board.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Class Specifications for Seasonal Park Patrol Officer is adopted as set forth in Exhibit "A."

Section 2. The Class Specifications for Park Public Safety Specialist is adopted as set forth in Exhibit "B."

Section 3. The Pay Plan and Rates of Pay for Unclassified Temporary Seasonal and Part-Time Recurring Employees, effective January 1, 2022 as set forth in Exhibit "C," is hereby amended by adding the material that is underscored.

Section 4. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by Council of
New Castle County on:

President of Council
of New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, adds the positions titled Seasonal Park Patrol Officer and Park Public Safety Specialist to the Pay Plan and Rates of Pay for Unclassified Temporary Seasonal and Part-Time Recurring Employees, and adopts the class specifications of Seasonal Park Patrol Officer and Park Public Safety Specialist, as recommended by the Human Resources Advisory Board.

FISCAL IMPACT: There will be no discernible fiscal impact upon the adoption of this Ordinance.

EXHIBIT A

NEW CASTLE COUNTY GOVERNMENT CLASS SPECIFICATION	Number # Page 1 of 2 Date DRAFT
Title: SEASONAL PARK PATROL OFFICER	Approved:

GENERAL STATEMENT OF DUTIES: Performs public safety patrol functions to enhance visitor experiences and safety throughout New Castle County Parks; Seasonal Park Patrol Officers shall have authority to, as determined by the Chief of Police, to make arrests for violations of the State of Delaware Code committed in New Castle County parks and the full authority to enforce violations of Chapter 24 of the New Castle County Code.

DISTINGUISHING FEATURES OF THE CLASS: Seasonal Park Patrol Officer positions are part-time and designed as pathway positions for current college students, ages 18-21, who are interested in becoming New Castle County Police Officers. An employee in this class performs work consisting of varied park public safety patrols and special event assignments, while having the authority to make arrests for violations of the Delaware State Code and Chapter 24 of the New Castle County Code within New Castle County Parks. The primary role of a Seasonal Park Patrol Officer is to provide visitor safety, general information and assistance to the public and enforce violations (as determined by the Chief of Police) of the Delaware State Code and Chapter 24 of the New Castle County Code. Seasonal Park Patrol Officers will conduct high visibility patrols within New Castle County Parks and assist the Division of Police. Seasonal Park Patrol Officers shall be part-time civilian employees of the Department of Public Safety and shall not be considered law enforcement officers within the meaning of 11 *Del. C. Ch. 92-Law Enforcement Officers' Bill of Rights*. The authority of the Seasonal Park Patrol Officer shall not be limited by any jurisdictional agreement between the New Castle County Police and any local law enforcement agency. This is an outdoor position that requires walking, riding a bike and/or standing for up to 10-hour workdays, often in inclement weather.

EXAMPLES OF WORK: (Illustrative only)

- Works for and closely in conjunction with the Division of Police to enhance public safety in specified New Castle County Parks;
- Enforces New Castle County Park specific code violations;
- Enforce violations of the Delaware Code as determined by the Chief of Police
- Patrols an assigned New Castle County Park during a specific period via foot or bicycle to deter crime;
- Provides visitors with general information;
- Checks doors and windows and examines premises of unoccupied buildings or residences to detect unsecured or suspicious conditions;
- Directs traffic and controls entrance and egress during special events;

EXHIBIT A

NEW CASTLE COUNTY GOVERNMENT**Number #****Page** 2 of 2**Date** DRAFT**CLASS SPECIFICATION****Title:** SEASONAL PARK PATROL OFFICER**Approved:**

- Prepares necessary reports as directed;
- Attends parades, special events and other public gathering;
- Observes and monitors busy parking areas for visible crime, to include stolen cars, thefts from vehicles and lewd acts;
- Operates handheld police radio;
- Assists motorists whose vehicles are broken down or stranded;
- Promotes an ongoing attitude of dedication to excellent public service and ensures that external and internal visitors are provided with the highest quality of service;
- Operates a personal computer and other related equipment in the course of the work;
- Take arrest action for violations of the Delaware Code as determined by the Chief of Police and violations committed in New Castle County Parks;
- Drafts summons or warrants for violations of the Delaware Code and New Castle County Code;
- Attends court proceedings regarding the prosecution of both Delaware and County Code violations when necessary.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES: Good social and general intelligence; good powers of observation and memory; good judgment; basic knowledge of first-aid methods; ability to and carry out oral and written instructions; ability to operate a bicycle and other issued equipment; ability to communicate courteously and effectively with the public; possess excellent moral character.

MINIMUM QUALIFICATIONS: Must be between the ages of eighteen (18) and twenty-one (21); interested in a future policing career; currently enrolled at least part-time at an accredited college or university; and possession of a high school diploma or GED. Candidate must be able to meet all of the pre-established training and employment standards as prescribed by the Delaware Council on Police Training (COPT) pursuant to *DE Administrative Code*: Title 1, Chapter 800.

ADDITIONAL REQUIREMENTS: Weight should be proportionate to height; successful completion of a physical evaluation, Class 1a physical examination and background investigation; Minimum uncorrected vision must not be less than 20/200 in each eye correctable to 20/20 in both eyes; Must be able to distinguish between the colors of red, green, and amber. Possession of a valid Delaware Class D driver's license or its equivalent; have reliable transportation to and from work and must be a United States citizen.

EXHIBIT B

NEW CASTLE COUNTY GOVERNMENT**Number #****CLASS SPECIFICATION****Page** 1 of 2**Date** DRAFT**Title:** PARK PUBLIC SAFETY SPECIALIST**Approved:**

GENERAL STATEMENT OF DUTIES: Performs public safety patrol functions to enhance visitor experiences and safety throughout New Castle County Parks; enforces specific county park ordinances and issues summonses when appropriate; interacts with visitors and uniformed police officers to enhance park public safety and does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: Park Public Safety Specialist positions are part-time and designed as pathway positions for current college students, ages 18-21 who are interested in becoming New Castle County Police Officers. An employee in this class performs work consisting of varied park public safety patrols and special event assignments. The primary role of a Park Public Safety Specialist is to provide visitor safety, general information, and assistance to the public. Park Public Safety Specialist will conduct high visibility patrols within New Castle County Parks and assist the Division of Police by handling non-criminal reports and enforcing park specific code violations. This is an outdoor position that requires walking, riding a bike and/or standing for up to eight-hour workdays, often in inclement weather.

EXAMPLES OF WORK: (Illustrative only)

- Works for and closely in conjunction with the Division of Police to enhance public safety in specified New Castle County Parks;
- Enforces New Castle County Park specific Code violations;
- Patrols an assigned New Castle County Park during a specific period via foot or bicycle to deter crime;
- Provides visitors general information;
- Checks doors and windows and examines premises of unoccupied buildings or residences to detect unsecured or suspicious conditions;
- Directs traffic and controls entrance and egress during special events;
- Prepares necessary reports as directed;
- Attends parades, special events and other public gatherings;
- Observes and monitors busy parking areas for visible crime, to include stolen cars, thefts from vehicles and lewd acts;
- Operates handheld police radio;
- Assists motorists whose vehicles are broken down or stranded;
- Promotes an ongoing attitude of dedication to excellent public service and ensures that external and internal visitors are provided with the highest quality of service;
- Operates a personal computer and other related equipment in the course of the work.

EXHIBIT B

NEW CASTLE COUNTY GOVERNMENT**Number #****Page** 2 of 2**Date** DRAFT**CLASS SPECIFICATION****Title:** PARK PUBLIC SAFETY SPECIALIST**Approved:**

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES: Good social and general intelligence; good powers of observation and memory; good judgment; basic knowledge of first-aid methods; ability to and carry out oral and written instructions; ability to operate a bicycle and other issued equipment; ability to communicate courteously and effectively with the public; possess excellent moral character.

MINIMUM QUALIFICATIONS: Must be between the ages of eighteen (18) and twenty-one (21); interested in a future policing career; currently enrolled at least part-time at an accredited college or university; and possession of a high school diploma or GED.

ADDITIONAL REQUIREMENTS: Weight should be proportionate to height; successful completion of a physical evaluation, Class 1a physical examination and background investigation; Minimum uncorrected vision must not be less than 20/200 in each eye correctable to 20/20 in both eyes: Must be able to distinguish between the colors of red, green, and amber. Possession of a valid Delaware Class D driver's license or its equivalent; have reliable transportation to and from work and must be a United States citizen.

EXHIBIT C
PAY PLAN AND RATES OF PAY FOR
UNCLASSIFIED TEMPORARY SEASONAL AND PART-TIME RECURRING EMPLOYEES

Classification	1	2	3	4	5	6	7	8	9	10
Research Aide	\$ 15.50	\$ 16.28	\$ 17.09	\$ 17.94	\$ 18.84	\$ 19.78	\$ 20.77	\$ 21.81	\$ 22.90	\$ 24.05
Intern	\$ 15.75	\$ 16.54	\$ 17.36	\$ 18.23	\$ 19.14	\$ 20.10	\$ 21.11	\$ 22.16	\$ 23.27	\$ 24.43
<u>Parks Public Safety Specialist</u>										
Community Services Worker I Public Works Worker I	\$ 15.00	\$ 15.75	\$ 16.54	\$ 17.36	\$ 18.23					
Community Services Worker II Public Works Worker II	\$ 15.75	\$ 16.54	\$ 17.36	\$ 18.23	\$ 19.14					
Community Services Worker III Public Works Worker III	\$ 16.54	\$ 17.36	\$ 18.23	\$ 19.14	\$ 20.10					
Community Services Worker IV Public Works Worker IV	\$ 17.36	\$ 18.23	\$ 19.14	\$ 20.10	\$ 21.11					
Community Services Worker V <u>Seasonal Park Patrol Officer</u>	\$ 18.23	\$ 19.14	\$ 20.10	\$ 21.11	\$ 22.16					
Summer Worker Co-Op	\$ 12.50									

Revised: 6/1/2014 (Executive Order and Ordinance 14-027)

Revised: 4/30/18 (Ordinance 18-037)

Revised: 1/1/2022 (Ordinance 21-130)

Revised: 1/1/2022 (Ordinance 22-xxx)

ORDINANCE NO. 23-003

**ADOPT THE PAY PLAN AND RATES OF PAY FOR FRATERNAL ORDER OF
POLICE, NEW CASTLE COUNTY LODGE NO. 5 CAPTAINS, MAJORS, &
LIEUTENANT COLONEL**

WHEREAS, *New Castle County Code* Section 26.01.009 – Uniform Pay Plans, requires that all persons employed by the County or by any of its boards, whether as officers or otherwise, shall be compensated only in accordance with pay plans adopted by the County Council; and

WHEREAS, Police Officers in the ranks of Captain, Major, and Lieutenant Colonel previously were paid pursuant to the Pay Plan and Rates of Pay for Non-Union Classified Police Executive Staff; and

WHEREAS, the Fraternal Order of Police, New Castle County Lodge No. 5 petitioned the Public Employment Relations Board in 2021, to create a new bargaining unit to represent New Castle County Police Officers in the ranks of Captain, Major, and Lieutenant Colonel by Representation Petition No. 21-03-1262; and

WHEREAS, the County Executive successfully negotiated a collective bargaining agreement with the Fraternal Order of Police, New Castle County Lodge No. 5, Captains, Majors, and Lieutenant Colonel; and

WHEREAS, the County Executive has recommended adoption of a Pay Plan and Rates of Pay for Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors, and Lieutenant Colonel to reflect wage increases agreed to during contract negotiations.

NOW, THEREFORE, THE NEW CASTLE COUNTY COUNCIL HEREBY ORDAINS:

Section 1. The Pay Plan and Rates of Pay for Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors, and Lieutenant Colonel for the period July 1, 2022 through June 30, 2023 as set forth in Exhibit “A,” is hereby adopted in its entirety.

Section 2. The Pay Plan and Rates of Pay for the Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors, and Lieutenant Colonel for the period July 1, 2023 through June 30, 2024 as set forth in Exhibit “B,” is hereby adopted in its entirety.

Section 3. The Pay Plan and Rates of Pay for Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors, and Lieutenant Colonel for the period July 1, 2024 through June 30, 2025 as set forth in Exhibit “C,” is hereby adopted in its entirety.

Section 4. The Pay Plan and Rates of Pay for Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors, and Lieutenant Colonel, effective July 1, 2025 as set forth in Exhibit “D,” is hereby adopted in its entirety.

Section 5. This Ordinance shall be effective upon adoption by New Castle County

Council and approval of the County Executive.

Adopted by County Council of
New Castle County on:

President of County Council
New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, adopts a new pay plan and puts into effect wage increases resulting from the County's negotiations with the Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors, and Lieutenant Colonel. The four-year contract which is retroactive to July 1, 2022, provides for a 2.5% increase in each year of the contract.

FISCAL NOTE: This Ordinance, if approved, adopts a new pay plan and rates of pay for Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors, and Lieutenant Colonel. The estimated fiscal impacts (Salaries/Wages and Employee Benefits) of the Collective Bargaining agreement for the period July 1, 2022 through June 30, 2026 are as follows:

FY2023	\$145,601
FY2024	\$200,839
FY2025	\$263,531
FY2026	\$321,757

**PAY PLAN AND RATES OF PAY FOR
FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5
CAPTAINS, MAJORS, AND LIEUTENANT COLONEL**

EXHIBIT A

CLASSIFICATION	PAY GRADE								Completion of	
		1	2	3	4	5	6	7	Year 18	Year 21
POLICE CAPTAIN	1	107,192	117,912	123,807	129,997	136,497	143,323	150,488	155,003	159,653
POLICE MAJOR	2	117,912	123,807	129,997	136,497	143,323	150,488	158,012	162,752	167,635
DEPUTY CHIEF OF POLICE	3	123,807	129,997	136,497	143,323	150,488	158,012	165,913	170,890	176,017

Effective: 07/01/2022 - 6/30/2023

EXHIBIT B

CLASSIFICATION	PAY GRADE								Completion of	
		1	2	3	4	5	6	7	Year 18	Year 21
POLICE CAPTAIN	1	109,872	120,860	126,902	133,247	139,910	146,906	154,251	158,878	163,645
POLICE MAJOR	2	120,860	126,902	133,247	139,910	146,906	154,251	161,962	166,821	171,826
DEPUTY CHIEF OF POLICE	3	126,902	133,247	139,910	146,906	154,251	161,962	170,060	175,162	180,417

Effective: 07/01/2023 - 6/30/2024

EXHIBIT C

CLASSIFICATION	PAY GRADE								Completion of	
		1	2	3	4	5	6	7	Year 18	Year 21
POLICE CAPTAIN	1	112,619	123,881	130,074	136,578	143,407	150,578	158,107	162,850	167,736
POLICE MAJOR	2	123,881	130,074	136,578	143,407	150,578	158,107	166,011	170,992	176,121
DEPUTY CHIEF OF POLICE	3	130,074	136,578	143,407	150,578	158,107	166,011	174,312	179,541	184,928

Effective: 07/01/2024 - 6/30/2025

EXHIBIT D

CLASSIFICATION	PAY GRADE								Completion of	
		1	2	3	4	5	6	7	Year 18	Year 21
POLICE CAPTAIN	1	115,435	126,978	133,326	139,992	146,993	154,343	162,060	166,921	171,929
POLICE MAJOR	2	126,978	133,326	139,992	146,993	154,343	162,060	170,162	175,266	180,524
DEPUTY CHIEF OF POLICE	3	133,326	139,992	146,993	154,343	162,060	170,162	178,670	184,030	189,551

Effective: 07/01/2025

Ordinance 22-XXX

Introduced by: Ms. Hartley-Nagle
Date of Introduction: January 10, 2023

ORDINANCE NO. 23-004

**AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE
EMPLOYEES REPRESENTED BY FRATERNAL ORDER OF POLICE (FOP)
LODGE NO. 5 SWORN DEPUTY SHERIFFS**

WHEREAS, the County Executive has recommended amendments to the Pay Plans and Rates of Pay for Classified Service Employees represented by Fraternal Order of Police (FOP) Lodge No. 5 Sworn Deputy Sheriffs to reflect wage increases agreed to during contract negotiations.

NOW, THEREFORE, THE NEW CASTLE COUNTY COUNCIL HEREBY ORDAINS:

Section 1. The Pay Plan and Rates of Pay for the Sworn Deputy Sheriffs represented by Fraternal Order of Police, New Castle County Lodge No. 5 for the period July 1, 2022 through June 30, 2023 as set forth in Exhibit “A,” all of which shall be considered underscored, is hereby adopted in its entirety.

Section 2. The Pay Plan and Rates of Pay for the Sworn Deputy Sheriffs represented by Fraternal Order of Police, New Castle County Lodge No. 5 for the period July 1, 2023 through June 30, 2024 as set forth in Exhibit “B,” all of which shall be considered underscored, is hereby adopted in its entirety.

Section 3. The Pay Plan and Rates of Pay for the Sworn Deputy Sheriffs represented by Fraternal Order of Police, New Castle County Lodge No. 5, for the period July 1, 2024 through June 30, 2025 as set forth in Exhibit “C,” all of which shall be considered underscored, is hereby adopted in its entirety.

Section 4. The Pay Plan and Rates of Pay for the Sworn Deputy Sheriffs represented by Fraternal Order of Police, New Castle County Lodge No. 5, effective July 1, 2025 as set forth in Exhibit “D,” all of which shall be considered underscored, is hereby adopted in its entirety.

Section 5. This Ordinance shall be effective upon adoption by New Castle County Council and approval of the County Executive.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive

New Castle County

SYNOPSIS: This Ordinance, if approved, puts into effect wage increases resulting from the County's negotiations with the Sworn Deputy Sheriffs represented by the Fraternal Order of Police, New Castle County Lodge No. 5. The four-year contract, which is retroactive to July 1, 2022, provides for a 2.5% increase in each year of the contract.

FISCAL NOTE: This Ordinance, if approved, amends the Pay Plans and Rates of Pay for Classified Service Employees represented by Fraternal Order of Police (FOP) Lodge No. 5 Sworn Deputy Sheriffs. The estimated fiscal impacts (Salaries/Wages and Employee Benefits) of the collective bargaining agreement for the period July 1, 2022 through June 30, 2026 are as follows:

FY2023	\$16,718
FY2024	\$32,758
FY2025	\$49,199
FY2026	\$66,051

**PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES REPRESENTED BY FRATERNAL
ORDER OF POLICE (FOP) LODGE #5 SWORN DEPUTY SHERIFFS**

EXHIBIT A

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
DEPUTY SHERIFF	19	39,447	41,421	43,492	45,666	47,948	50,347	52,863	55,508	58,285	61,199
CHIEF DEPUTY SHERIFF	25	52,863	55,508	58,285	61,199	64,259	67,473	70,845	74,388	78,107	82,012

Effective: 07/01/2022-06/30/23 (Ordinance 22-xxx)

EXHIBIT B

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
DEPUTY SHERIFF	19	40,433	42,457	44,579	46,808	49,147	51,606	54,185	56,896	59,742	62,729
CHIEF DEPUTY SHERIFF	25	54,185	56,896	59,742	62,729	65,865	69,160	72,616	76,248	80,060	84,062

Effective: 07/01/2023-06/30/24 (Ordinance 22-xxx)

EXHIBIT C

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
DEPUTY SHERIFF	19	41,444	43,518	45,693	47,978	50,376	52,896	55,540	58,318	61,236	64,297
CHIEF DEPUTY SHERIFF	25	55,540	58,318	61,236	64,297	67,512	70,889	74,431	78,154	82,062	86,164

Effective: 07/01/2024-06/30/25 (Ordinance 22-xxx)

EXHIBIT D

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
DEPUTY SHERIFF	19	42,480	44,606	46,835	49,177	51,635	54,218	56,929	59,776	62,767	65,904
CHIEF DEPUTY SHERIFF	25	56,929	59,776	62,767	65,904	69,200	72,661	76,292	80,108	84,114	88,318

Effective: 07/01/2025 (Ordinance 22-xxx)