



# NEW CASTLE COUNTY COUNCIL ADMINISTRATIVE-FINANCE COMMITTEE MEETING

Co-Chair George Smiley, Seventh District  
Co-Chair John Cartier, Eighth District

May 23, 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

## REVISED AGENDA

**A. Call To Order/Roll Call**

**B. Approval of Minutes - May 9, 2023**

**C. Review/Discussion of Resolution(s)**

R23-093: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES) (AFL-CIO), AND ITS AFFILIATE LOCAL 3911, COLLECTIVE BARGAINING AGREEMENT Introduced by: Ms. Hartley-Nagle

R23-070: (STATUS: TO BE TABLED) ADOPTING THE NEW CASTLE COUNTY CAPITAL PROGRAM FOR FISCAL YEAR 2024 THROUGH 2029 Introduced by: Mr. Smiley, Mr. Cartier

**D. Review/Discussion of Ordinance(s)**

°23-054: APPROPRIATE \$190,000 FROM THE GARSTIN TRUST PORTFOLIO TO THE GARSTIN TRUST FUND IN ORDER TO FUND PARK MAINTENANCE FOR FISCAL YEAR 2024, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC WORKS Introduced by: Mr. Sheldon

°23-055: AMEND THE FY2023 CAPITAL PROGRAM AND BUDGET: APPROPRIATE \$55,340 IN FUNDING RECEIVED FROM THE STATE OF DELAWARE FISCAL YEAR 2023 BOND AND CAPITAL IMPROVEMENTS ACT TO THE DEPARTMENT OF PUBLIC WORKS, JESTER WALKING PATH CAPITAL PROJECT Introduced by: Mr. Sheldon, Ms. Durham

°23-039: (STATUS: TABLED) THE ANNUAL REVENUE ORDINANCE OF NEW CASTLE COUNTY FOR FISCAL YEAR 2024 BEGINNING JULY 1, 2023  
Introduced by: Mr. Smiley, Mr. Cartier

°23-040: (STATUS: TABLED) CALCULATION OF SEWER SERVICE CHARGES EFFECTIVE JULY 1, 2023 FOR FISCAL YEAR 2024 Introduced by: Mr. Smiley, Mr. Cartier

°23-041: (STATUS: TABLED) AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF NEW CASTLE COUNTY FOR THE PURPOSE OF

FINANCING CERTAIN CAPITAL PROJECTS APPROVED IN THE FISCAL YEAR 2024 CAPITAL BUDGET Introduced by: Mr. Smiley, Mr. Cartier

°23-042: (STATUS: TABLED) THE CAPITAL BUDGET ORDINANCE OF NEW CASTLE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 Introduced by: Mr. Smiley, Mr. Cartier

°23-043: (STATUS: TABLED) ADOPT THE ANNUAL OPERATING BUDGET OF NEW CASTLE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 Introduced by: Mr. Smiley, Mr. Cartier

**E. New Castle County Grant Requests/Community Events**

**- 5/23/23 Grant Matrix**

**F. Expense and Revenue Round Table**

Council members ARPA Grant Applications - Aundrea Almond, Chief of Staff

**G. Other**

**H. Public Comment**

**I. Adjournment**

**REVISED AGENDA POSTED: May 17, 2023**  
**AGENDA POSTED: Tuesday, May 16, 2023**

\*The revised agenda was posted less than (7) seven days in advance of the meeting to include the addition of R23-070, which is the Capital Program for FY2024 through FY2029 and was inadvertently left off the agenda. It was tabled at the 4/11/23 Council meeting and is part of the budget legislation that must be considered at the 5/23/2023 Council meeting.

\*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: May 23, 2023

**RESOLUTION NO. 23-093**

**AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES) (AFL-CIO), AND ITS AFFILIATE LOCAL 3911, COLLECTIVE BARGAINING AGREEMENT**

**WHEREAS**, the County Executive has successfully negotiated a collective bargaining agreement with the Delaware Public Employees Council 81, AFSCME (American Federation of State County, and Municipal Employees) (AFL-CIO), and its affiliate Local 3911, 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 ratified agreement with the Delaware Public Employees Council 81, AFSCME (American Federation of State County, and Municipal Employees) (AFL-CIO), and its affiliate Local 3911 as set forth in Exhibit “A” hereto.

Adopted by County Council of  
New Castle County on:

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President of County Council  
New Castle County

**SYNOPSIS:** This Resolution authorizes the County Executive to sign the collective bargaining agreement with the Delaware Public Employees Council 81, AFSCME (American Federation of State County, and Municipal Employees) (AFL-CIO), and its affiliate Local 3911. This agreement defines the wages and other terms of employment for the bargaining unit from July 1, 2023 through June 30, 2027.

This four-year agreement provides for a 2.5% wage increase for the period July 1, 2023 through June 30, 2024; 2.5% wage increase for the period July 1, 2024 through June 30, 2025; 2.5% wage increase for the period July 1, 2025 through June 30, 2026; and a 2.5% wage increase effective July 1, 2026. The agreement provides for one time retention bonuses to employees who complete 15, 21 and 26 years of service. The agreement eliminates three existing holidays with pay, adds Juneteenth as a holiday with pay, and provides employees with two floating holidays effective January 1, 2024. The agreement eliminates named health insurance benefit providers, establishes service obligations for paramedic trainees who attend the paramedic academy, and provides for a 5% shift differential to employees who work as a training officer. The agreement also includes a Paygrade change for the positions of Emergency Communications Info & Tech Coordinator, Quality Assurance Coordinator and Telecommunications Training Officer Coordinator from Paygrade 26 to Paygrade 28 effective July 1, 2023.

**FISCAL NOTE:** This Resolution will approve a four-year contract with the Classified Employees represented by Union Local 3911. The estimated fiscal impacts (Salaries/Wages and Benefits) of the Collective Bargaining agreement for the period of July 1, 2023 through June 30, 2027 are as follows:

|        |             |        |             |
|--------|-------------|--------|-------------|
| FY2024 | \$933,055   | FY2025 | \$1,889,462 |
| FY2026 | \$2,869,737 | FY2027 | \$3,874,524 |

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**2023 - 2027**

**AGREEMENT**

**between**

**New Castle County**

**and**

**AFSCME Local 3911**

**The American Federation  
of**

**State, County, and Municipal Employees**

**A.F.L.-C.I.O.**

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**AGREEMENT**

This agreement was entered into effective July 1, 2023, by and between the Government of New Castle County, hereinafter referred to as the County, and Local 3911, Council 81, American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as Local 3911. The Local referred to in this agreement and the bargaining unit represented by the Union is Local Union Number Classification 3911, Salaried.

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**For New Castle County**

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Honorable Mathew S. Meyer  
County Executive

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Date

**For AFSCME Local 3911**

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Brian Bradford  
President AFSCME, Local 3911

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Date

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Michael Begatto  
Executive Director, AFSCME Council 81

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Date

### **PURPOSE**

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

The County and the Union 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 objectives of the Reorganization Act.

### **UNION OFFICE AND TELEPHONE**

- (2) The County shall provide the Union with an office and a telephone. The County shall provide basic monthly telephone service. The Union shall be responsible for the cost of all long distance calls.

### **UNION RECOGNITION, UNION MEMBERSHIP AND DEDUCTION OF UNION DUES**

- (3) Union Recognition
  - (a) The County recognizes the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and other conditions of employment.
  - (b) The term “employees” as used in this Agreement shall include all County employees stated in specifically numbered certifications made in accordance with Title 19, Delaware Code, Chapter 13.
- (4) Union Dues
  - (a) All employees in the collective bargaining unit who have completed thirty (30) days of employment who are Union members, shall pay to the Union dues uniformly required of its members.
  - (b) The Union shall accept into membership each employee covered by this agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.
  - (c) Non bargaining unit members filling a limited term position created by an approved leave of absence shall be exempt from all privileges and conditions of the contract.
- (5) Deduction of Union Dues

- (a) The County agrees to deduct the periodic Union membership dues and initiation fee uniformly required by the Union as a condition of acquiring or retaining membership in accordance with the Constitution and By-Laws of the Union 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 Union from any wages earned or to be earned from the County as an employee the regular periodic dues and initiation fee or such amounts as may hereafter be established by the Union and become due it as said membership dues and initiation fee in the Union.
- (c) Dues deductions shall be remitted to the designated financial officer of the Local Union not later than the fifteenth (15th) day in the month.
- (d) The term “dues” shall not be deemed to include any fine, assessment, contribution or other form of payment required from members of the American Federation of State, County and Municipal Employees, AFL-CIO.
- (e) In the event the Union changes the amount or the frequency of Union dues to be deducted from its members, it shall notify the Chief Human Resource Officer (“CHRO”) in writing at least thirty (30) working days prior to the effective date of such change.
- (f) The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this section on Union Recognition, Union Membership, and Deduction of Union Dues.
- (g) In the event the County does not withhold dues from an employee, dues shall be deducted from the next pay period after being notified by the Treasurer of Local 3911.
- (h) The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### UNION ELECTIONS, UNION REPRESENTATION AND UNION STEWARDS

- (6) (a) The Union may hold elections of local officers on County time and property with the use of a total of 48 hours of release time for employees without loss of pay. This usage shall be limited to once every two years and shall include runoff elections.
- (b) The employees in the bargaining unit shall be represented for the purpose of grievance adjustment by a Grievance Committee of not more than five (5) employee members which shall consist of the President of the Local, Chairperson of the Grievance Committee, and three (3) employee members.
- (c) Members of the Executive Board shall be granted up to four (4) hours of release time monthly, without loss of pay, to participate in monthly union meetings, and up to an additional four (4) hours for each of two (2) special union meetings each year, provided, however, that no more than two (2) Executive Board members from the EMS Division and two (2) Executive Board members from the Communications Division shall be entitled to release time for any one meeting identified in this paragraph. A member of the Executive Board shall inform their supervisor when release time is needed and provide his or her supervisor with sufficient contact information such that the supervisor may contact the member for business purposes.
- (7) The County agrees to recognize stewards in accordance with the following:

#### Public Safety Department

|                                                   |                       |
|---------------------------------------------------|-----------------------|
| Emergency Medical Services (2-2-4 shift)          | 1 Steward per platoon |
| Emergency Medical Services (non 2-2-4 shift)      | 2 Stewards            |
| Emergency Communications Center (2-2-4 shift)     | 1 Steward per platoon |
| Emergency Communications Center (non 2-2-4 shift) | 1 Steward             |

The President of the Local Union shall notify the CHRO of the appointment of all Shop Stewards.

In the event an area steward 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 Stewards area may be appointed by the President of the Local Union to serve until the Area Steward shall return. The President of such Local Union shall notify the CHRO 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.

Increase or decrease of employment in any department or as additional departments are established shall result in the adjustment of the number of stewards by agreement of the CHRO of the County government and the Union.

- (8) The Union agrees that new employees in the probationary status shall not be eligible to serve as a member of the Grievance Committee or area steward.
- (9) The Chairperson of the Grievance Committee and area stewards may leave their places of work without loss of pay with the understanding that the time will be devoted to proper investigation and processing of grievances as specified in the grievance procedure herein. The President of the Union shall be exempted from this requirement and may absent himself/herself from work without loss of pay for legitimate union business.

The President of the Union, employees, area stewards, and members of the Grievance Committee shall, upon leaving and returning to their place of work, report to the Director of Public Safety or Division Manager. They shall also provide their supervisor with sufficient contact information such that the supervisor may contact them for business purposes.

Such employees will continue to work at their assigned job except when required to process grievances as provided herein.

- (10) County employees whose attendance is required at grievance proceedings shall attend hearings or conferences during their regularly scheduled working hours without loss of pay. Request by the Union for attendance of such employees at mediation and Arbitration hearings shall be cleared with the CHRO or Acting CHRO and the Director of Public Safety or Acting Director of Public Safety involved. Any County employee attending such hearing or conferences outside of regularly scheduled working hours shall not be eligible for pay for attendance at such hearings or conferences.
- (11) Grievance Procedure
  - (a) Any grievance or dispute which may arise between the parties concerning the wages, hours, and working conditions and the application or interpretation of this agreement shall be taken up in accordance with the procedure outlined below.
  - (b) A grievance is expected to state the section(s) of the agreement claimed to be in violation.
- (12)
  - (a) The Union agrees that it shall represent all members of the bargaining unit.
  - (b) It shall be the firm policy of the County to assure every employee in the bargaining unit an unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner concerning his/her job status.

- (c) Copies of grievance decisions at all steps of the grievance procedure shall be forwarded to the Grievance Chairperson and President.
- (13) The time limits as set forth herein may be extended, in writing, by agreements of the parties.
- (14) STEP ONE: (Director of Public Safety or Acting Director of Public Safety)

No later than ten (10) working days after an event or ten (10) working days after an employee becomes aware of an event (provided this is a reasonable period of time) which leads to a grievance, the employee or one designated member of a group having a grievance shall, with or without the shop steward, present the grievance to the Director of Public Safety or Acting Director of Public Safety, as well as the CHRO or designee. Such grievance shall be reduced to writing on forms provided by the County and signed by the employee(s) involved and the area steward. The Director of Public Safety or Acting Director of Public Safety will then send for the area steward without any discussion of the grievance, in order that the area steward shall be present at the discussion and adjustment. The County may have in attendance additional management representatives as needed to assist in processing, responding to, or adjusting the grievance, providing the County gives prior notice to the Union as to who will attend. The Director of Public Safety or Acting Director of Public Safety shall give his/her decision in writing within ten (10) working days after the grievance has been submitted with his/her conclusion clearly written thereon.
- (15) STEP TWO: (Chief Administrative Officer, Deputy Chief Administrative Officer or their designees, (not to include the CHRO or any of his or her staff.)

In the event the Director of Public Safety or Acting Director of Public Safety's written decision as set forth in Step One shall be unsatisfactory, the area steward shall promptly deliver the Union's copy to the Chairperson of the Grievance Committee and President who shall appeal the grievance to the Chief Administrative Officer, Deputy Chief Administrative Officer or their designees, (not to include the CHRO or any of his or her staff) in writing within ten (10) working days after the Director of Public Safety's or Acting Director of Public Safety's decision has been given in Step One. The Hearing Officers shall schedule a meeting within ten (10) working days with the President of the Union, Chairperson of the Grievance Committee and three (3) employee committee persons, the area steward, and the aggrieved employee to discuss the appealed grievance. The County may have in attendance additional management representatives as needed to assist in processing, responding to, or adjusting the grievance, providing the County gives prior notice to the Union as to who will attend. This meeting may also be attended by a Representative(s) of Council No. 81 of the American Federation of State, County and Municipal Employees, AFL-CIO. At the conclusion of the discussion, the Hearing Officers shall submit their decision in writing on the grievance form within ten (10) working days and shall affix their signature thereto.

(16) STEP THREE: Mediation

At the request of either party, made within ten (10) working days of the Step Two 2 decision, a grievance may be submitted to a mediator with the Federal Mediation and Conciliation Service, with contemporaneous notice to the other party. In the event that one party requests mediation, the other party shall consent to mediation. While the grievance is pending mediation, the time deadlines to file for arbitration shall be held in abeyance. The parties agree that mediation shall be non-binding and shall take place within thirty (30) days of the request for mediation. In the event that there are any costs associated with mediation, the parties shall bear the costs equally.

**ARBITRATION**

(17) STEP FOUR: (Appeal to Arbitration)

- (a) In the event the Step Two decision is unsatisfactory, and the grievance is not resolved at mediation, it may be appealed to arbitration by either party. A request for arbitration shall be filed with the American Arbitration Association (“AAA”) under the then current Labor Arbitration Rules within thirty (30) working days after the Step Two decision has been given in writing by the Step Two Hearing Officer, or within five (5) days after termination of mediation. Otherwise, the case shall be considered settled on the basis of the Step Two decision.
- (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 receipt of a list of available arbitrators from the AAA, the arbitrator shall be selected under the AAA’s Voluntary Labor Arbitration Rules then in effect.
- (c) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue a 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 conclusion on the issue(s) submitted. The Arbitrator shall limit the decision strictly to the application and interpretation of the provisions of the 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 salary or the job content of any classification or modification of any wage schedule.
- (e) In case 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

of the Union due to lack of knowledge could not know prior to that date 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 costs 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(s) it can be obtained at the cost of the copy or copies desired.

(18) Special Rights of the Parties

The Union 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 the judgment of the Union 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 system-wide grievance shall be bound by any final decision, or by any resolution accepted by the Union. 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 Union. The President of the Union shall first be informed of such action by the County. As a courtesy, the Union shall deliver a copy of the system-wide grievance to the Director of Public Safety, and to the CHRO.

**DISCRIMINATION**

- (19) 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, nor will the County discourage membership in the Union or encourage membership in any other Union.
- (20) The County and the Union will cooperate in providing equal opportunity in employment and promotional opportunities for all persons; in prohibiting discrimination because of age, race, color, religion, gender, national origin, disability, political affiliation, or sexual orientation; and in promoting the realization of equal employment opportunity through a continuing diversity program. This program will be administered for employees and applicants for employment in conformance with all applicable laws, regulations, and policies.

**MANAGEMENT OF THE COUNTY AND  
PRESERVATION OF THE MERIT SYSTEM**

- (21) The Union recognizes that an area of responsibility must be reserved to the County Executive, County Council, Director of Public Safety 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 unless specifically modified by the Agreement:

- (a) The determination of the governmental 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 merit system for County Government.
- (d) The provisions of any County Ordinance establishing an Office of Human Resources and all rules and regulations of the County's 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 classifications; 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 work week; 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 all County departments. Therefore, the County agrees to seniority by occupational classification and occupational groupings with respect to layoffs, recall, transfer, and promotion.

- (23) Acquiring Seniority:

Employees shall be regarded as temporary employees until their names have been placed on the seniority list of the County.

Any full-time employee 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 of their occupational classification on a County-wide basis 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 of 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:

After attaining certification, all fulltime, newly appointed salaried employees shall be subject to a probationary employment period of six (6) months from the date of written release to full duty. A copy of such release shall be provided to the Union President.

(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) Seniority shall govern within the limitations of occupational classification and occupational classification groupings on a Countywide basis in order to make certain that the County services will be carried on efficiently and without interruption.

(27) Temporary Transfer

(a) A temporary transfer is the movement of an employee to perform work within a job classification to a different building location in the same or different department. The movement of an employee to perform work within a job classification within the department and within the building to which the employee is regularly assigned shall not be considered a transfer. This language is not intended to create a position of permanent floating employee nor either to be used as subterfuge from permanently filling vacancies nor to be construed as a requirement to fill any vacancy.

(b) When the County determines a need to temporarily transfer employees, the Director of Public Safety may utilize any of the steps below:

- (1) An intra-departmental temporary transfer across building locations shall be based upon seniority among the employees within the section from which the transfer occurred. If the senior employees turn down the temporary transfer offer, the junior employee from the section shall be temporarily transferred.
- (2) An inter-departmental temporary transfer across building locations shall be based upon seniority among the employees within the section from which the transfer occurs. If the senior employees turn down the temporary transfer offer, the junior employee from the section shall be temporarily transferred.
- (3) When an inter-department temporary transfer is determined necessary by the County and requires no change in building location, as listed below, the individual to be temporarily transferred shall be selected on the basis of availability, workload and least

disruption to the County. While seniority shall be considered, it may not be determinative. The building locations are grouped as follows:

- (i) Government Center
- (ii) City/County Building/Public Building
- (iii) Churchman's Road, Base D
- (iv) Conner Building

Employees transferred under Paragraph 27 (b)(3) to a position whose hours are other than the employee's normal work hours shall have the option of working his/her normal hours or the hours of the transferred position. If the transferred employee works his/her normal hours, he/she may be required to return to their assigned department for non-overlapping hours.

- (c) Any employee temporarily performing the work of an occupational classification lower than his/her own shall be paid the rate of the position from which he/she is transferred.
- (d) Temporary transfers shall be for a period of no longer than thirty (30) working days, except by written agreement of the County and the Union. If a temporary transfer is for the purpose of replacing an employee who is absent due to a leave of absence, or extended illness, the temporary transfer may be for a period of up to six (6) months. In such a case, the County shall notify the Union if the temporary transfer will extend beyond thirty (30) days.
- (e) A temporary transfer must receive the approval of the CHRO.

(28) Temporary Promotion

- (a) A temporary promotion is the assignment and performance of duties of a higher rated classification for at least one hour in a day, but less than thirty (30) working days, except by agreement of the County and the Union. If the temporary promotion is for the purpose of replacing an employee who is absent due to a leave of absence, or extended illness, "temporary" means for a period of up to six (6) months. In such a case, the County shall notify the Union if the temporary promotion will extend beyond thirty (30) days. During the time any employee is temporarily promoted, such an employee shall be paid the higher rate of pay.
- (b) In the event it is necessary for the County to temporarily assign any employee to perform the duties of a higher rated classification for a period of two (2) or less working days, the County will fill the position from any existing eligibility list provided that the selected employee has completed orientation for the position and has been on the existing eligibility list, for

at least three (3) months. In the event that no eligibility list exists, the County, at its discretion, shall select the employee to fill the position in accordance with the existing rank structure for the Division. The County agrees to provide, during this three (3) month period, orientation to those employees on an eligibility list whose standing on the eligibility list and shift assignment make them the most likely candidates for temporary promotion. Other employees on an eligibility list will be provided orientation opportunities in cases where the employee expresses interest to the employee's supervisor in receiving orientation and time permits such orientation to take place.

- (c) When such temporary assignment to a higher rated classification is found necessary by the County for a period in excess of two (2) working days, the County will fill the position as follows:
    - (1) Where an eligibility list exists, the County shall assign the highest ranking available employee from the list in order of section, division, and then department within the building location.
    - (2) If there is no employee available in accordance with (1) above, or if no eligibility list exists, the County shall temporarily transfer the senior qualified available employee within the section, division, and then the department within the building location.
  - (d) With the exception noted in Paragraph 28(a), temporary promotions shall be for a period of no longer than thirty (30) working days except by written agreement of the County and the Union.
  - (e) The County will notify the Union President of an employee temporarily promoted for an entire payroll period or temporarily transferred under the provisions of Paragraph 27. For purposes of defining a section under Paragraphs 27 and 28, section is defined in accordance with the County's seniority list.
- (29) 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.
- (30) Permanent Transfer
- (a) In order to be considered for filling a vacancy by transfer within the same occupational classification, but in another department, any permanent employee requesting such transfer must have his/her application in the continuing file in the Office of Human Resources on a form available in the Office of Human Resources.
  - (b) Eligible employees having filed shall be given prior consideration in filling such vacancies, seniority governing, and without written

examination, provided the applicant can demonstrate the capability to perform the work required. The applicant will be certified to the appointing authority provided his/her most recent "Performance Report to Employees" does not have a rating of unsatisfactory.

- (c) Employees transferred under this section shall not be eligible for more than one transfer in a one (1) year period from the date of latest transfer.
- (d) An employee who has been promoted shall not be eligible for transfer for a period of one (1) year from the date of appointment.

(31) Seniority and Reduction in Force

The parties agree that they share a mutual concern for the efficient operation of all County departments. Therefore, the County agrees to seniority by occupational classifications and occupational groupings with respect to layoffs, recall, transfer, and promotion.

The County also agrees that when there is a reduction in work force or layoff in an occupational classification, employees having the least County seniority shall be laid off first.

When an employee moves from one occupational classification to another, by promotion, demotion or transfer, his/her name shall be placed on the seniority list of that occupational classification effective with the first day of employment with the County.

The length of County seniority an employee has with the County shall govern within the limitations of occupational classification groupings on a County-wide basis in order to make certain the County services will be carried on efficiently and without interruption.

Layoffs and reductions when necessary in an occupational classification shall begin with those employees having the least County-wide seniority in that classification. County seniority shall be defined as the first day of employment with the County. A senior employee may displace the junior employee in a lower classification within the predetermined job classification grouping as set forth in the Exhibit D attached hereto (unless placement can be made by the County to a vacancy in such employee's class) after exhausting their seniority within their own classification. In the exercise of seniority for layoff, 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.

- (32) No employee shall be permitted to displace a junior employee in an occupational classification in a higher grade.
- (33) Employees shall be recalled according to seniority in the inverse order of layoff.
- (34) Loss of Seniority

An employee shall lose seniority standing, including seniority points, 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.
- (35) In the event of a reduction in force or the discontinuance of a department, employees affected will be transferred to other departments within their occupational classification exercising their seniority on a County-wide basis. 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. If the employee elects to remain in the new department, all rights to return are forfeited. 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.
- (36) 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, occupational classifications, and pay grades shall be provided to the President of the Local Union quarterly starting January of each year.
- (37) The County shall notify the Union, in writing, each month, of all new hires, terminations, layoffs, recalls, new occupational classifications, permanent transfers, a list of vacant positions identifying the Department in which each vacancy exists, and persons provided by an independent contractor, as well as proposed occupational classifications upon their placement on the docket of the Human Resources Advisory Board or of Council.

The County shall provide the Union with a list of names of employees, including ranking, each time a new eligibility list is certified. In addition, the Union shall have the right to review eligibility lists at the Office of Human Resources.

### **JOB CLASSIFICATIONS AND EMPLOYEE REQUIREMENTS**

(38) 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 an eligibility list is valid for a period of one (1) year.

(39) Examination and Certification:

The County will maintain a current eligibility list for all classifications which members meet the qualifications. This examination for this list will take place every 24 months and that a new list will be certified yearly. To qualify to take an examination, an employee must have a rating of “satisfactory” on his/her current performance evaluation report. Where applicable, consideration shall also be given to technical competence, qualities of leadership, supervisory ability and such other established employment requirements.

(40) Applications:

- (a) In order to be permitted to take the required qualifying examination for placement on an eligibility list, employees must have their applications in a file in the Office of Human Resources. Promotional applications are available in the Office of Human Resources for this purpose. Employees must apply electronically.

Where an employee submits a promotional application request, the Office of Human Resources shall provide to the employee written acknowledgment of receipt of the employee's promotional application. In the event the employee does not receive said written acknowledgment within five (5) working days of submitting this application, it shall be the employee's responsibility to notify the Office of Human Resources.

- (b) When a vacant position is to be filled, the CHRO will arrange to 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 form not later than 5 p.m. on the workday following removal of the notice. The Office of Human Resources shall evaluate the information provided on the application and notify the applicant, in writing, if he/she meets the minimum requirements for the position. The applicant shall also be notified of the time, date and place of the examination.

- (c) Employees who do not qualify during the probationary period of promotional reassignment shall not be eligible to apply for a promotional opportunity in the same class for a period of six (6) months from the date of return to their former position or the date of the next examination for such same class whichever is later.

(41) Seniority Weighting:

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 employees' seniority with the County will be weighted as set forth below to a total possible seniority allocation of ten (10) points on a scale of 100 points, or such similar percentage. Seniority points will be added to the final passing score.

| <u>COMPLETED YEARS OF SERVICE</u> | <u>SENIORITY<br/>POINTS</u> |
|-----------------------------------|-----------------------------|
| Completion of Probationary Period | .50                         |
| 1                                 | 1.0                         |
| 2                                 | 1.5                         |
| 3                                 | 2.0                         |
| 4                                 | 2.5                         |
| 5                                 | 3.0                         |
| 6                                 | 3.5                         |
| 7                                 | 4.0                         |
| 8                                 | 4.5                         |
| 9                                 | 5.0                         |
| 10                                | 5.5                         |
| 11                                | 6.0                         |
| 12                                | 6.5                         |
| 13                                | 7.0                         |
| 14                                | 7.5                         |
| 15                                | 8.0                         |
| 16                                | 8.5                         |
| 17                                | 9.0                         |
| 18                                | 9.5                         |
| 19                                | 10.0                        |

- (42) 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 applicants so certified for the vacancy.

The Office of Human Resources shall disapprove requests for selective certification that would violate merit principles. When a selective certification is made in which the Union disagrees, the position will not be filled and a grievance may be filed directly to Step Two of the grievance procedure.

An applicant's examination papers will be available for inspection, during normal business hours. An applicant shall have up to ten (10) working days after the date of the letter to the applicant providing test results for inspection of the examination papers. In the event that an employee feels that (1) seniority weighting was omitted or improperly added after scoring the examination, or (2) that the examination was improperly scored, he/she may resort through the Union, to the grievance procedure at Step Two.

- (43) A promotional appointment shall be subject to a six (6) month probationary period.

### **POSITION CLASSIFICATION**

- (44) Classifications 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 Union 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 Union for informational purposes. If the Union disagrees with the rate of pay established for the new classification, notification of such disagreement shall be sent by the Union to the County within ten (10) days after the classification has been certified to this bargaining unit by the Public Employment Relations Board. If the Union disagrees with the rate of pay for existing classifications where the class specification has been substantially changed, notification of such disagreement shall be sent to the County within ten (10) days after the Union has received notice that the classification has been substantially changed and no new rate established. Notification in the above two cases by the Union to the County that a disagreement exists shall be 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. The process of bargaining must begin, but not necessarily be completed, immediately upon notification to the Office of Human Resources by Local 3911 that a disagreement exists. If agreement is not reached within ten (10) working days the Union through the President of the Local may submit the disputed wage rate to Step Two for determination, which shall be final and binding on the County and the Union.
  - (b) A classification review may be initiated by an employee by requesting that the CHRO review the employee's classification. Any employee

alleging improper classification based upon the duties and responsibilities as set forth in the class specification then effective, if not corrected within two months, from the date the Office of Human Resources receives the employee's request for classification review, shall have the right through the Union to submit a grievance at Step Two of the Grievance Procedure providing an appeal has not been filed within three (3) months.

- (c) In the event that an existing classification is substantially changed or a new classification is established and certified to this bargaining unit, the County and the Union will meet and confer to determine in which occupational grouping the classification is to be placed. The resolution of this matter shall be outlined in a Memorandum of Agreement signed by the parties which shall constitute an addendum to Exhibits B, C, and D of this Agreement.

#### **PERFORMANCE REPORT TO EMPLOYEES**

- (45) (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 Union shall have the right to appeal the Performance Report at the Second Step of the Grievance Procedure. In addition, in the event the performance report of any employee not rated as “satisfactory or above” carries the potential to lead to a demotion of the employee receiving such rating, the employee through the Union shall also 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.
- (c) The performance report of “unsatisfactory” during an employee’s promotional probationary status will not affect scheduled merit increments or availability to the promotional register in such employee’s permanent classification.

#### **PERSONNEL FILES**

- (46) (a) Although supervisors may maintain working files on employees, there shall be one official personnel file on each employee, and that file shall be maintained in the Office of Human Resources. All files containing personal and confidential information relating to employees shall be kept in a secure file cabinet.
- (b) Any document prepared by a supervisor relating to employee performance, shall not be used in any proceeding against the employee unless the

document has been placed in the central personnel file on the employee maintained by the Office of Human Resources.

- (c) Anyone who reviews an employee's personnel file, other than staff employed in the Office of Human Resources, shall sign and date a form to be prepared by the Office of Human Resources. This form shall be placed in the employee's personnel file.
- (d) An employee shall have the right to review his/her personnel file, with the exception of confidential materials, at a time mutually agreeable to the employee and a representative of the Office of Human Resources. "Confidential material" shall be defined as employment references.
- (e) An employee may have a representative present during such a review. However, the personnel file shall not be taken from the office by the employee and shall be examined in the presence of a representative of the Office of Human Resources.

#### **HOLIDAYS WITH PAY**

- (47) (a) 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 Eve Day (December 31<sup>st</sup>)

Martin Luther King's Birthday

President's Day

Good Friday (For employees in this bargaining unit who work seven (7) day operations, this holiday shall be observed on Easter Sunday.)

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day (each employee shall be required to work one-half of his or her shift irrespective of when the shift begins. Should the County Executive extend the Christmas Eve half-day to a full day, the extra hours shall be treated as a holiday.)

Christmas Day

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

- (b) Effective January 1, 2024, employees shall be granted two floating working holidays each calendar year, where the employee will be paid time and one half for all hours worked on their floating holiday plus holiday pay.

Floating working holidays must be taken by December 31<sup>st</sup> of each year. Unused floating working holidays shall not carryover to the next calendar year. An employee who wishes to use a floating working holiday must provide a written request at least two weeks in advance to the employee's supervisor.

- (48) With respect to holidays where an employee does not work on the designated holiday, an employee working the 35-hour work week will be paid 7 hours at straight time or have 7 hours accrued to vacation, and an employee working the 2-2-4 or power shift will be paid 12 hours at straight time or have 12 hours accrued to vacation. Where the employee works the holiday, the employee will be paid time and one half for all hours worked plus holiday pay. All employees working the holiday shall have the option of receiving vacation hours in lieu of holiday pay.

- (49) **Reserved.**

- (50) 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

For an employee who works a seven (7) day operation, New Year's Eve Day, Independence Day, Veterans Day, Christmas Eve, and Christmas Day shall always be celebrated on the actual holiday irrespective of the day of the week on which the holiday falls.

- (51) When administratively possible, Director of Public Safety will endeavor to schedule time off for employees on as many of the approved holidays provided for herein, taking into account the services required.

- (52) (a) In order to receive holiday pay, employees who are not scheduled to work on a holiday must have been in paid status for the entire last scheduled workday prior to and the next scheduled workday following the holiday if work is available. Holiday pay shall be granted to employees not scheduled to work on the holiday if absence the last scheduled workday prior to or the next scheduled workday following the holiday is due to personal illness which is accompanied by a note from the treating health care provider, emergency illness of a member of the immediate family as defined in Paragraph 64(d) and accompanied by a note from a treating healthcare provider, death in the immediate family, hospitalization or injury on the job.

Employees who report to work on a holiday shall not be required to produce a note from a treating health care provider in order to receive holiday pay in the event they are absent from work due to personal illness or the emergency illness of a member of the immediate family as defined in Paragraph 64(d) on the last scheduled workday prior to and the next scheduled workday following the holiday, provided however, that such absences unaccompanied by a note from a treating health care provider shall not be considered productive time as set forth in Paragraph 84(a), regardless of whether the employee is scheduled to work the holiday.

- (b) 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.
- (53) 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 52(a) shall not receive pay for the holiday.

### VACATIONS

- (54) Permanent, full-time employees of the County covered by the terms of this collective bargaining agreement who meet the eligibility criterion 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 or her request a vacation allowance in lieu of vacation time off.

For purposes of this Agreement, a day is defined as 7 hours for employees working the 35-hour work week and 12 hours for employees working the 2-2-4 and power shifts. Employees will be charged hour for hour for the use of vacation. In connection with the 2-2-4 and power shifts, it is agreed that for purposes of determining a workday under this paragraph, hours shall be calculated on a 12 hour basis.

- (a) Employees on the payroll of the County as of December 31 of a given year who shall have not completed 12 months of accumulated service with the County at December 31, shall be eligible in the following year for one (1) day of vacation for each complete month of accumulated service, to a maximum of ten (10) days. (For the purposes of this policy, any employee placed on the County's payroll on the first work day of any month shall be considered to have a full month's service in that month.)
- (b) 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 five (5) years, shall be entitled to ten (10) days of vacation in the following year.
- (c) 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.

- (d) 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.
  - (e) Employees on the payroll of the County who shall have fifteen (15) years of accumulated service with the County as of December 31, shall be entitled to twenty-five (25) days of vacation in the following year.
  - (f) Employees 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 accumulated service in the following year.
- (55) Any employee completing the fifth (5th) year of accumulated service, or the tenth (10th) year of accumulated service, or the fifteenth (15th) year of accumulated 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, as the case may be, 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.
- (56) 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 service, 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”), 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 (34) 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.

(57) 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 during 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 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”), 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 34 vacation days if he/she had worked during 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.

(58) Vesting

- (a) Vacations with pay shall vest as of December 31 of the calendar year preceding 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 the 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 in order to be eligible for the benefit accruing under this Paragraph.
- (c) Employees who are terminated, voluntarily resign, or retire shall be paid a vacation allowance in accordance with the schedule outlined below. Employees 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 an 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 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") 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 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.

- (d) Where extraordinary circumstances exist, an employee may request through the CHRO the right to use vacation that the employee is accruing during the current calendar year, but which will not vest until the following December 31. The right to grant or deny such a request shall be totally within the County's discretion.

(59) Vacation Scheduling

The scheduling of vacation periods shall be subject to the approval of the Director of Public Safety and, in an emergency, may be subject to change. Initial vacation requests limited to a maximum of twenty (20) shifts made prior to January 1 in eight (8) shift increments will be selected on the basis of seniority. Any changes made to the initial twenty (20) shift request may be changed prior to January 1, provided the change does not affect any other employee's approved initial five (5) week request. All other requests on or after January 1 will be selected on a first-made basis.

- (60) 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 seventy (70) vacation days may be accumulated and carried over, provided that at least one (1) week of vacation is taken in each vacation year by an employee carrying over up to thirty (30) vacation days and at least two (2) weeks' vacation are taken in each vacation year by an employee carrying over thirty (30) to seventy (70) days of vacation.

- (61) 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.

- (62) The County shall provide the payroll check covering the vacation period in advance of scheduled vacation, if requested at least two (2) weeks before the end of the regular payroll period in which the advance check is to be prepared.

### **SICK LEAVE**

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

- (a) An employee shall be credited with one (1) day of sick leave for each completed month of service. Accumulation of sick leave is unlimited.
- (b) For purposes of this Agreement, a day is defined as 7 hours for employees working the 35-hour work week and 12 hours for employees working the

2-2-4 and power shifts. Employees will be charged hour for hour for the use of sick leave.

- (c) 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 Director of Public Safety (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. In connection with the 2-2-4 and power shifts, it is agreed that for purposes of determining a workday under this paragraph, hours shall be calculated based on a 12 hour basis.
- (d) 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 Director of Public Safety (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. In connection with the 2-2-4 and power shifts, it is agreed that for purposes of determining a workday under this paragraph, hours shall be calculated based on a 12-hour basis.

For the purpose of this section, any new employee placed on the payroll of the County on or before the first (1st) working day of any month shall be credited, at the completion of the month, with a full month of sick leave credit of one (1) day.

- (64) 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 appointments which cannot be scheduled in after-duty hours after the employee has made every possible attempt to arrange such appointments at a time before or after his/her regular workday.
  - (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 intensive care of a member of the immediate family 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 or her home. The limit under this paragraph is four (4) working days per illness. Intensive care shall be defined as an illness or injury, which requires the constant presence and attention of the employee for the purpose of maintaining and providing for the immediate family member's needs.

- (65) 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 (1) hour before the time set for the beginning of his/her daily duties.
- (66) Where an employee has been absent for four (4) days or more due to illness or injury the employee must present a medical certificate issued by his/her personal physician certifying that the absence was due to illness or injury and that the individual is able to return to work. The County may require the employee to submit the certificate to Risk Management who is responsible to clear the employee for work. If cleared, the employee shall be paid for that day without charge against sick leave.
- (67) Time off without loss of pay or sick leave shall be granted as follows:
  - (a) In the case of the death of a member of the immediate family, defined for purposes of this paragraph 67(a) as parent, brother, sister, son, daughter, husband, wife, parent-in-law, stepparent, stepchild, stepbrother, stepsister, grandparent, grandchild or any person with whom the employee has made his or her home, within six (6) months of such person's death, no deduction of hourly rate may be made for absence up to four (4) working days.

A leave in such instance shall commence no later than the first work day following the day of the funeral.

- (b) In the case of the death of a near relative, defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, absence shall be granted on the day of the funeral or on the day immediately prior to the day of the funeral, provided the employee is scheduled to work on the day of the funeral or the day immediately prior to the funeral.
  - (c) Absence necessitated by examination connected with possible Selective Service induction shall be allowed without charge against sick leave.

#### **SICK LEAVE BANK**

- (68) 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 regarding sick leave extensions.
- (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 Paragraph 68(e)(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.

**SICK LEAVE EXTENSION**

- (69) In the case of an employee's extended illness where an employee has exhausted all accumulated sick leave, and vacation time, the Union may request that an advancement of unearned sick leave be loaned to the employee. The Union shall bring the matter to the attention of the CHRO who shall determine whether the employee meets the eligibility requirements for a sick leave loan as indicated herein. An employee with two (2) years' service shall be granted a sick leave loan of up to ten (10) days, provided that a written statement from his/her physician has been submitted which indicates the reason for the extended illness and the employee's most recent "Performance Report to Employees" must be satisfactory or above. Recommendations for a sick leave loan beyond ten (10) days must be approved by the County Executive.

Such advancement of unearned sick leave shall be considered a loan and shall be repayable to the County. When the employee returns from their 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 an additional sick leave loan will be granted.

When an employee who has received an advance loan leaves 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.

- (70) Sick leave shall be certified by the Director of Public Safety 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 Union. Accumulated sick leave of employees shall be credited on their personnel record.

- (71) 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 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.
- (b) An employee may request a leave of absence without pay, as set forth in Paragraph 79(d) 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 seniority.

### **MUTUAL EXCHANGE**

- (72) The County agrees to adopt, for the duration of this contract, a program that will allow a bargaining unit employee to trade a shift with another bargaining unit employee in the same position and who is qualified to perform all of the duties of the position. Employees who have (i) completed the required probationary period; (ii) whose performance is rated as satisfactory or above; and (iii) who have no disciplinary action at the level of written or above, within thirty (30) days of submitting the request for mutual exchange, will be eligible to participate in this program.
- (a) Employees seeking to engage in a mutual exchange of positions must provide their supervisors at least 48-hour notice of the request for a mutual exchange. Such request shall be submitted utilizing the established process contained within the current scheduling software. A minimum of two (2) mutual exchanges per shift shall be approved unless operational needs do not support such approval.
- (b) The exchange of shifts involved in a mutual exchange between employees must occur within the same pay period or the pay period immediately following the initial shift exchange. An individual employee may not utilize this program to exchange greater than four (4) days in any given month. Multiple-depth mutual exchanges (further exchange of an approved mutual exchange shift) will not be approved.

### **MILITARY TRAINING LEAVE**

- (73) "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 Officer Reserve Corps, the Regular Army Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard, and the Air Force Reserve.
- (74) 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 ninety (90) days after which he/she is relieved from such service. Such employee shall be entitled to be restored to the position, which they vacated, provided he/she makes application to the Office of Human Resources within ninety (90) days of the date of his/her discharge under honorable conditions, and is physically and mentally capable of performing the work of their position.

- (75) 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.
- (76) In addition to his/her accumulated vacation pay, a permanent employee with ninety (90) days service entering the Armed Forces shall be entitled to be paid one (1) full calendar month's wages.
- (77) (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 paid leave of absence for such service, not to exceed a total of ten (10) working days in any one (1) calendar year, for which time he/she shall be paid his/her regular hourly rate for a maximum of 96 hours, without regard to the employee's regular hour of work or shift durations if such hours of work or shift durations would normally accrue more than 96 hours over a 10-day work period. In order to receive payment of hourly 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 Delaware National Guard and who is ordered to perform emergency duty under the supervision of the United States Government or the State of Delaware, 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-two (42) hours, which the employee has lost by virtue of such absence exceeds any pay received from the State of Delaware.
- (78) 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

- (79) Leaves of absence may be granted to fulltime regular employees covered by this agreement as follows:

(a) Training Officer Time

Employees who are appointed to training officer positions shall be granted four (4) hours paid leave per month. Upon request, a list of employees who are appointed as training officers will be provided to the Union.

(b) Jury Duty

A leave of absence with full pay shall be granted to a permanent, fulltime employee who has been subpoenaed to serve on jury duty. Requests for such leave shall be submitted to the Director of Public Safety in advance, with a copy to the CHRO, along with a copy of

the subpoena to document the duration of the jury duty. An employee who is granted such leave for jury duty shall be entitled to his or her regular salary for the hours of his or her absence and shall not be required to remit jury fees received to the County.

(c) Educational Leave

A fulltime, 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 Director of Public Safety and the CHRO. Request for such leave must be approved in advance by the County Executive and they may not exceed a total of twenty (20) days or one hundred seventy (170) 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 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 Director of Public Safety 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 any 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 interest of the County as an employer beyond any benefits to be realized.

(e) Family Medical Leave Act

- (1) Eligible employees are entitled to up to twelve (12) weeks of FMLA leave in a 12-month period, in accordance with the County's Personnel policy. An employee who qualifies for 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 of vacation and two (2) weeks of 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 of 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.

(f) 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.

(g) Disability Leave

A permanent or probationary employee who is temporarily disabled in the line of duty shall receive full pay for the period of his/her disability 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 for his/her regular employment, the employee may be given other duties with County government for the period of recuperation. Unwillingness to accept such an assignment as directed by the Director of Public Safety or the CHRO will make the employee ineligible for disability leave during the time involved.
- (3) A physician selected by the County shall determine the physical ability of the employee to continue working or return to work unless the employee's physician determines otherwise; in which case the decision shall be made by a third physician. The cost of the third, impartial physician shall be borne by the County.

(h) Union Employment

Any employee elected or appointed as an employee of the Union 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 leaves shall not be granted in excess of one employee for Union Local No. 3911.

(i) Union Convention

Leaves of absence with pay to attend and serve as delegate to conventions of the Union and organization and training conferences relating to the Union shall be granted to not more than five (5) employees in Union Local 3911 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. The Union shall provide five (5) working days' advance notice of intention to attend and names of employees.

- (80)
- (a) Seniority shall accumulate during all authorized leaves of absence.
  - (b) Should the position of an employee on approved leave without pay be abolished or consolidated then the employment of that individual upon return from leave will be governed by Paragraph 31 of this Agreement.

**HOURS OF WORK, PREMIUM RATES AND SHIFT DIFFERENTIAL**

(81)

- (a) 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 personnel assigned to administrative duties shall consist of seven (7) hours and the regular work week 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 (1) hour for lunch. Employees working a thirty-five (35) hour work week but who work in a given week between thirty-five (35) and forty (40) hours, will be given straight time pay or compensatory time off, at the employee's option, for the hours worked between thirty-five (35) and forty (40) hours. Compensatory time off must be authorized and approved by the Director of Public Safety or his/her designee and must be taken by the end of the second month following the month in which it was earned. The County reserves its right to increase the work week up to forty (40) hours at straight time rates, if conditions in the government require such action.
- (b) Employees assigned to the 35-hour shift shall not be required to alter their work schedule on a given date beyond a 9:00 A.M. to 5:00 P.M. work schedule unless (i) the alteration does not deviate from the 9:00 A.M. to 5:00 P.M. schedule by more than four (4) hours Monday through Friday; and (ii) the employee has received at least 72 hours' notice that a modification to the employees' schedule shall be required. Any modification to an employee's schedule that is necessitated by a scheduling commitment arranged by the employee shall not be subject to the restrictions of this paragraph. Schedule modifications contemplated under this paragraph shall not be utilized in place of the 2-2-4 or power shifts or as an attempt to create an additional shift beyond the 35 hour, 2-2-4 or power shifts.
- (c) Employees who are transferred between the 35 hour shift and the 2-2-4 and power shifts shall continue to accrue sick and vacation time based on the hours worked on the shift they are transferred from, for a period of thirty (30) days after the transfer is effective, provided however, that in the event it is known at the time the transfer is effective that the new shift assignment shall extend beyond thirty (30) days, the employee shall accrue sick and vacation time based on the hours to be worked on the shift to which they are being transferred.
- (d) The hourly rate of pay for positions assigned to the 2-2-4 and power shifts shall be calculated in accordance with Exhibits A-1, A-2, A-3 and A-4 as attached. The employee will then be paid the number of hours worked times the hourly rate with time and one-half for all hours worked over 40 hours each week.
- (e) For Emergency Medical Services Division employees assigned to field operations, the 2-2-4 shift configuration will consist of two (2) 10-hour day shifts, two (2) 14-

hour night shifts and 4 days off. Shifts for employees assigned to field operations shall be 0800 hours to 1800 hours and 1800 hours to 0800 hours.

- (f) For Public Safety Operators, the 2-2-4 shift configuration will consist of two (2) 12-hour day shifts, two (2) 12-hour night shifts and 4 days off. The day shifts will be scheduled from 0700 hours until 1900 hours or 1000 hours until 2200 hours. The night shifts will be scheduled from 1400 hours until 0200 hours or 1900 hours until 0700 hours.

Public Safety Operators shall rotate through a kickback shift (peak volume schedule). Those shifts will start at 1000 hours or 1400 hours and will be identified on the work schedule by the letter "E" for the early hours and the letter "L" for the late hours. In the event that a platoon is not at full strength of five (5) personnel each, the kickback hours will be rotated to another individual on that platoon. The only exception will be for filling this position due to sickness or vacation of an individual.

Public Safety Operators shall be given seven (7) days' notice of a change in his/her platoon assignment except in case of an EMERGENCY (e.g. natural disasters, bombings - "emergency" is not intended to cover routine staffing shortages) or for training purposes, in which case the County shall provide such notice as is practical.

- (g) The shift schedule for Telecommunicators-Police is as follows: Employees in this position will work two (2) 12-hour days and two (2) 12-hour nights followed by four (4) days off. The hours of work will be two (2) consecutive days each starting at 7:00 a.m. and finishing at 7:00 p.m., followed by two (2) consecutive nights each starting at 7:00 p.m. and finishing at 7:00 a.m.

Employees shall be given at least seven (7) days' notice of a change in his/her squad assignment except in the event of an emergency (e.g. natural disasters, bombings - "emergency" is not intended to cover routine staffing shortages) or for training purposes, in which case the County shall provide such notice as is practical. The only exception to this seven (7) days' notice requirement shall be to allow regular shift hours to be changed on a temporary basis by up to four (4) hours at the beginning or four (4) hours at the end of a shift as follows:

- 1) voluntarily accepted by the employee;
- 2) provided forty-eight (48) hours' notice is given to the employee; however, this provision is only to be enforced when maximum staffing levels are attained and not to be utilized to cover routinely scheduled overtime.

- (h) For Telecommunicators-Fire/Medical the 2-2-4 shift configuration will consist of two (2) 12-hour day shifts, two (2) 12-hour night shifts and 4 days off. The day shifts will be scheduled from 0700 hours until 1900 hours and the night shifts will be scheduled from 1900 hours until 0700 hours.

Telecommunicators-Fire/Medical shall be given seven (7) days' notice of a change in his/her platoon assignment except in case of an EMERGENCY (e.g. natural disasters, bombings -

“emergency” is not intended to cover routine staffing shortages) or for training purposes, in which case the County shall provide such notice as is practical.

### 35-HOUR WORK WEEK

- (82) The County has management right to assign Emergency Medical Services (EMS) employees to an administrative or operational assignment on any of the shifts contained in the agreement. The County may temporarily reassign EMS employees from an administrative assignment to cover an operational assignment as needed based on the needs of the organization. Management has the right to determine the need for an employee to work overtime. EMS employees assigned to the 35-hour work week will be permitted to work up to one additional hour per day. Pursuant to this agreement, the hours worked will not include an hour for lunch (i.e., 0800-1700 hours with an hour off for lunch).
- (a) In the event an administrative employee is assigned to cover an entire operations day shift (0800-1800hrs) the employee will receive three (3) hours of pay for a total of ten (10) hours for the day.
  - (b) Administrative employees that are temporarily assigned to cover a portion of an operations shift during their regularly scheduled hours of work will not receive any additional compensation. For instance, an administrative employee may be assigned to work an operations shift for a half shift or a few hours during their normal work hours.
  - (c) Sick and vacation leave will be paid based on the 35-hour work week at 7 hours per day.
    - (i) In the event an employee takes leave for a portion of the week, there is no expectation that the employee will be permitted to work additional hours on the remaining days to reach 40 hours.
  - (d) County holidays are typically scheduled days off for employees in administrative assignments, unless the employee is requested to work an operational assignment or receives approval from management prior to the holiday.
- (83) Employees covered by this contract will receive a 10% shift differential for the night shift based on the employee's rate of pay. Employees working any hours after 1800 for EMS or 1900 for Communications, and 1500 for Non-Paramedic employees on a contractual duty assignment for third-party customer services, will get shift differential.
- (a) Employees covered by this contract will receive a 10% shift differential for the night shift based on the employee's rate of pay. Employees working any hours after 1800 for EMS or 1900 for Communications, and

1500 for Non-Paramedic employees on a contractual duty assignment for third-party customer services, will get shift differential.

- (b) An employee working all or a portion of the night shift shall receive shift differential.
  - (c) Employees covered under this contract who are working in the capacity of a Training Officer shall be entitled to a 5% shift differential for all hours in which a trainee is assigned to them. This is in addition to any other premiums or differentials due them during this time.
- (84) Where new work weeks are planned by the County they shall be subject to discussion and review by the Union. Any change in special work weeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the County and the Union.
- (85) For all employees covered by this contract, time and one-half shall be paid after forty (40) hours worked within a given workweek.
- (a) In determining whether an employee has worked in excess of 40 hours in a week, the employee shall receive credit for paid leave time (paid holiday, sick and vacation time), and paid leave for Union business, which shall be considered "productive time." For purposes of this paragraph, "Union business" shall include grievance investigation, grievance hearings, and negotiations and shall not include union seminars, conferences and conventions.

### **POWER SHIFTS**

- (86) EMS Division
- (a) Units being deployed on a 24-hour basis will be scheduled on the existing "2-2-4" shift defined in Section 81(e) of this Agreement. The County further agrees that at least eight (8) paramedic units shall remain on the 2-2-4 schedule.
  - (b) The alternate shift, referred to as a "power shift", will have a 12-hour shift with alternating weekends off. The power shift weekend will be defined as Saturday, Sunday and Monday. The rotations will repeat every fourteen days. The starting times for the 12-hour shifts may range from 0700 to 1200 hours based on an analysis of peak call volume periods (i.e., 0700-1900, 0900-2100, etc.). Once established, the shifts may be revised after fourteen (14) days' notice has been provided to the Union, during which time the Union shall be afforded an opportunity to consult with the County on the revised shift schedules. Union approval of such revised shifts shall not be required prior to or following implementation of the revised power shift schedule. In the event that the County revises a power shift schedule after an employee has voluntarily transferred to the power

shift, such employee affected by the schedule change may elect to return to the 2-2-4 shift, provided that such election is made within six (6) months of the announcement of the schedule change.

- (c) The EMS Division will post an opportunity to request transfer from 2-2-4 shift assignment to power shift(s). Both voluntary and involuntary assignments to power shift vacancies will reflect the seniority rules that are used for current station and platoon assignments.
- (d) An employee voluntarily assigned to a power shift assignment may elect to return to the 2-2-4 shift with the same shift and station assignment from which the employee transferred to the power shift, provided that such election is made within six (6) months of commencement of the assignment to the power shifts.
- (e) Employees involuntarily assigned to the power shift shall not be assigned involuntarily to the power shift for more than two (2) years. The County agrees to make a good faith effort to re-assign an employee involuntarily assigned to the power shift to the same shift to which the employee was assigned prior to assignment to the power shift.
- (f) If the County decides to eliminate the power shift due to operational needs, employees assigned to the power shift may elect in order of greatest seniority, any available 2-2-4 shift assignments to which they will be reassigned. If there are insufficient volunteers to staff the available 2-2-4 shifts, employees will be assigned to the remaining 2-2-4 shifts in order of least seniority.
- (g) If 25% or more of the hours worked on the power shift occur during the hours of the 2-2-4 night shift, compensation for such night shift hours shall include shift differential.
- (h) The vacation selection from personnel assigned to the power shifts will not impact the vacation scheduling of personnel assigned to the 2-2-4 shift rotation, and vice versa. In the event employees move voluntarily from the power shift to the 2-2-4 shift, a total of ten (10) shifts of vacation requests approved for the employee shall be honored when the employee changes shifts. When employees move involuntarily from the power shift to the 2-2-4 shift or from the 2-2-4 shift to the power shift, all vacation requests approved for the employee shall be honored when the employee changes shifts. In the event that personnel assigned to the power shift have not taken vacation within two weeks of a particular date, that vacation spot becomes available to personnel assigned to the 2-2-4 shift working that date.
- (i) "Relief" personnel assigned to the 2-2-4 shift rotation may be used to fill vacancies on the power shift units on a voluntary basis.

## (87) Communications Division

- (a) The County agrees to institute within the Communications Division, an alternative shift, to be known as a “power shift.” The County further agrees to institute, power shifts for the Fire/Medical and the Police Communications Rooms, at such future time when at least two (2) additional positions are allocated and provided for in the County budget process for either of these rooms, provided that such additional positions are not part of an increase in positions necessitated by any career development program. The parties agree that the County shall not be obligated to fill temporary staffing vacancies on the power shift. Employees being assigned on a 24-hour basis will be scheduled on the existing “2-2-4” shift defined in Paragraph 81 of this Agreement. At such time as the power shift is implemented pursuant to this paragraph, the “kickback” provisions of Paragraphs 81(f) and (g) shall not apply, unless the employee voluntarily elects to utilize the “kickback” provisions.
- (b) The alternate shift, referred to as a “Power Shift”, will have a 12-hour shift with alternating weekends off. The Power Shift weekend will be defined as Saturday, Sunday and Monday. The rotations will repeat every fourteen days. The starting times for the 12-hour shifts shall be based on an analysis of peak call volume periods. Once established, the shifts shall be revised only after seven (7) days’ notice.
- (c) If 25% or more of the hours worked on the power shift occur during the hours of the 2-2-4 night shift, compensation for such shift hours shall include shift differential.
- (d) The vacation selection from personnel assigned to the power shifts will not impact the vacation scheduling of personnel assigned to the 2-2-4 shift rotation, and vice versa. In the event employees move voluntarily from the power shift to the 2-2-4 shift, a total of ten (10) shifts of vacation requests approved for the employee shall be honored when the employee changes shifts. When employees move involuntarily from the power shift to the 2-2-4 shift or from the 2-2-4 shift to the power shift, all vacation requests approved for the employee shall be honored when the employee changes shifts.
- (e) The Communications Division will post an opportunity to request transfer from 2-2-4 shift assignment to Power Shifts. Both voluntary and involuntary assignments to Power Shift vacancies will reflect the seniority rules that are used for current platoon assignments.
- (f) An employee voluntarily assigned to a power shift assignment may elect to return to the 2-2-4 shift, provided that such election is made within six (6) months of commencement of the assignment to the power shifts.

- (g) If the County decides to eliminate the power shift due to operational needs, employees assigned to the power shift may elect in order of greatest seniority, the available 2-2-4 shift to which they will be reassigned. If there are insufficient volunteers to staff the available 2-2-4 shifts, employees will be assigned to the remaining 2-2-4 shifts in order of least seniority. In the event employees move voluntarily or involuntarily from the power shift to the 2-2-4 shift, any initial vacation request approved for the employee shall be honored when the employee moves to the 2-2-4 and power shifts.
- (h) Nothing herein shall affect the current staffing options utilized by the County when filling temporary vacancies on the 2-2-4 and power shifts.

### **DISTRIBUTION OF OVERTIME**

- (88) Overtime shall be divided and rotated as equally as possible within the division in the department. In the event a department needs additional employees to perform overtime work, this overtime work shall be divided and rotated as equally as possible among other employees in the bargaining unit, in seniority order, among those qualified to perform this work. Employees improperly missed for an overtime opportunity shall not receive monetary reimbursement for missed opportunities 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.

### **ON-CALL TIME**

- (89) Communications Division Employees covered by this Agreement shall rotate on an on-call system. The terms of said "on-call system" shall be set out in writing by management and distributed to all employees and the Union. Employees called in for duty by the Director of Public Safety, or his/her designee, outside of their regularly scheduled hours, or after completing their regular tour of duty, shall be paid according to Paragraph 93 of the Contract, "Call-In Time." Any related equipment deemed necessary by management for the employee to carry out his/her duties while on call shall be provided by the department at no cost to the employees.
- (90) Communications Division employees who are required to be placed on an on-call roster shall receive four (4) hours of compensatory time for each 12-hour period during which the employee was in an on-call status. Compensatory time earned under this paragraph shall not be considered productive time under paragraph 84(a) of this Agreement.

### **COURT AND COURT STANDBY TIME**

- (91) 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.

- (92) On each occasion when an employee is scheduled for a court appearance on off-duty hours and is placed on standby by his/her supervisor or by a representative of the Court or the Attorney General's office, such employee will be paid at one-half of the employee's regular base rate for up to four (4) hours, unless notified to appear in Court or that the Court appearance has been cancelled, at which time standby pay shall cease. In the event that the employee is notified to appear in Court, the employee shall be provided with a time to appear, and the employee shall, commencing at the time the employee is required to appear, be paid for Court time at his/her regular rate of pay. All standby time paid under this paragraph shall be deemed non-productive time for purposes of calculating overtime.
- (93) When a bargaining unit employee is required to appear in court on off duty hours in connection with the performance of the employee's duties, the employee shall receive minimum pay of two (2) hours at straight time pay for such time, commencing at the time the employee is scheduled to appear.

### **CALL-IN TIME**

- (94) Call-in Time
- (a) 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 84(a), whichever is greater.
  - (b) 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 any employee's shift.

### **SAFETY AND HEALTH**

- (95)
- (a) The Union 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 within its operations. It is in the spirit of safety and cooperation that the Union agrees to drug testing for their bargaining unit as provided in the County's drug testing policy dated February 12, 2012 (Personnel Policy 5.03 – Drug and Alcohol Testing, and Personnel Policy 5.07 – Drug and Alcohol Testing for Commercial Motor Vehicle Operators). The County agrees that the union will be included in drafting any

revision or update of the County's drug testing procedures. The County's drug testing policy will be published as a personnel policy and procedure.

- (b) Effective July 1, 2023, a paramedic employee who is charged with a first offense of driving under the influence or an alcohol or drug related driving offense shall be removed from field duties and may be assigned to administrative duties for a period not to exceed 12 months. An employee who is assigned to administrative duties shall not perform the essential functions of the paramedic job classification and shall not operate any County vehicle.

If the charge(s) has not been resolved upon the expiration of 12 months , the employee shall be placed on an unpaid leave of absence for a period of no more than one year, notwithstanding what is provided for in section 79(d).

Upon the disposition of any alcohol or drug related driving offense, the employee shall be permitted to return to his/her full paramedic duties, provided that the employee's driver's license is not suspended or restricted and shall not be entitled to back pay. An employee whose license is suspended or restricted shall not return to duty and may be placed on an unpaid leave of absence until the expiration of such restrictions, consistent with paragraph 79. Driving restrictions shall include the installation of an ignition interlock device requirement on the employee's personal vehicle.

A paramedic employee who is convicted of, or pleads guilty to, a second alcohol-related or drug-related driving offense shall be dismissed from employment as a paramedic. A resolution through the Delaware First Offenders Program (or similar resolution in a different jurisdiction) shall constitute a second conviction.

If, in the opinion of the Director of Public Safety, an employee who is dismissed from the paramedic service upon a second offense may be qualified to perform the duties of another position within the County, the Director may make a recommendation to the Chief Human Resources Officer to attempt to place the employee in another position. For purposes of this agreement, any offense occurring within five years of a prior offense shall constitute a second offense.

Nothing in this section shall preclude the County from imposing discipline pursuant to the County's Personnel Policies or Emergency Services Directives.

- (96) The County agrees that it will maintain adequate safety and health standards and will cooperate with the Union and with all the County's employees in order that all employees are protected from a safety and health standpoint at all times.
- (97) The departmental safety coordinator shall be appointed by the departmental safety committee and shall serve as chairperson of this committee. The Union shall designate a member of the department to the departmental safety committee.
- (98) Any recommendations pertaining to safety and health made by the Union steward or any employee to the Director of Public Safety or departmental safety coordinator shall be considered by the departmental safety committee promptly.

- (99) 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**

- (100) The County agrees to provide and maintain in each building or location where 3911 employees work a separate union local bulletin board where notices of official Union matters may be posted by the Union.

### **HEALTH INSURANCE AND PRESCRIPTION DRUG BENEFITS**

- (101) The County agrees to assume the full cost of providing Comprehensive 80 plan for fulltime employees' applicable coverage (i.e., employee only, employee and children, employee and spouse, or employee and family). The County will also make available a choice of alternative coverage, including a PPO and HMO plan, provided however, that the employee shall pay the difference between the cost of any alternative coverage selected by the employee and the cost of the comparable (i.e., employee only, employee and children, employee and spouse, or employee and family) Comp 80 coverage.

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).

- (102) The County will establish a spousal coordination of benefits program. Such program shall require spouses or eligible domestic partners of County employees whose employers provide health insurance coverage to elect their employer's coverage, provided, however, that the spouse or eligible domestic partner shall not be required to elect such coverage if the cost exceeds the cost to the County employee of covering the spouse or eligible domestic partner under the County's health insurance plan. Employees whose spouses or eligible domestic partners are covered by their employer's health insurance coverage may elect either employee and spouse or employee and family coverage with the County in order to obtain secondary coverage for their spouse or eligible domestic partner under the County's health insurance plan.
- (a) If an employee presents proof that the employee has health insurance coverage from a source other than health insurance provided by the County, and waives the right to receive health insurance coverage from the County, and that waiver does not cause the County to be in violation of requirements of State or Federal Law, the County will contribute, for

the benefit of such employee, \$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 the primary insured, will not be eligible to receive this payment.

- (103) The named plan administrators identified in the preceding paragraph may be replaced by the County, with the recommendation of the Benefits Committee, only in the event that a named carrier: (i) fails to submit a competitive bid to administer the health insurance program offered by the County to its employees; (ii) fails to provide a complete and comprehensive bid in response to the RFP announced by the County for the administration of the County's employee health insurance program; or (iii) fails to fulfill its contractual obligations to the County or violates the terms of its contract with the County.
- (104) Alternative coverage health care plans offered to employees shall include the following co-pays:

#### 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   |

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

- (105) 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.

(106) Retirees

The County agrees to assume the full cost of providing Cooperative 80 individual coverage under the Highmark of Delaware Plan, or the carrier providing equivalent coverage, for those employees retiring on or after July 1, 1973, but before April 1, 1997, who are not eligible for Medicare.

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 Cooperative 80 individual coverage under the Highmark of Delaware Plan, or the carrier providing equivalent coverage. 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 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.

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**

- (107) 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.

- (b) 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.
- (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 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 Union. 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 of the members present at the Benefits Committee meeting. With advance notice, Benefits Committee members may designate a proxy to cast their vote.

### **LIFE INSURANCE**

- (108) The County agrees to assume the full cost of life insurance amounting to one and one-half 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.
- (109) The County agrees to assume the full cost of providing \$10,000 life insurance for those employees retiring from County service on or after December 1, 2005, with accidental death and dismemberment benefits for each employee. Those employees who retired between April 1, 1997, and November 30, 2005, will be provided with

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

#### **EMPLOYEE SPENDING ACCOUNTS**

- (110) The County shall establish and maintain Employee Spending Accounts as permitted by Internal Revenue Code Section 125.

#### **UNEMPLOYMENT COMPENSATION COVERAGE**

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

#### **THE COUNTY AND MANAGEMENT POLICIES AND RULES**

- (112) The Union agrees that the County has complete authority over the policies and administration of all County departments, which it exercises under the provisions of law and in fulfilling establishment of rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the County, and not covered by this Agreement, is the province of the County. Should the Union object to any rule or regulation as violating this Agreement, it may resort to the grievance procedure outlined in Paragraph 11. The County shall send a copy of any new departmental or County-wide employer-employee relations policies affecting the Union or its members to the President of Local 3911.

#### **VISITATION**

- (113) The County shall permit designated staff members of Council No. 81 (not to exceed two (2)) to visit the Department of Public Safety to investigate matters pertaining to the enforcement and administration of the Agreement. Such representatives shall make an appointment through the CHRO in advance of the visit. Upon arrival, the Director of Public Safety will confer with the Union's representatives in order to facilitate the purpose of the visit.

#### **WORKING CONDITIONS**

- (114) Protective Clothing and Devices
- (a) If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing, or protective device shall be furnished without cost to the employee by the County; the cost of maintaining the protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the County.

- (b) Employees required by the County to wear safety glass prescription lenses as established by the department safety committee and the Director of Public Safety due to recognized eye hazards normal to their work, will have such glasses furnished by the County to a prescription furnished by the employee.
- (c) Training and related written policies will be provided by the County, as necessary, for all protective clothing, equipment and devices.
- (d) The County shall take all actions necessary to ensure proper methods, means, and materials are available for the decontamination of all protective clothing, equipment and devices.

(115) Reimbursement for Certifications

The County shall reimburse the cost of all paramedic state and national certification and license fees (e.g., National Registry Paramedic, Delaware Paramedic.) The County will continue to directly pay for Communications Division certifications and licenses (e.g., EMD, EPD) required to maintain job requirements consistent with the current practice. These certifications shall remain the property of the individual employee.

(116) Scheduling of Training Sessions

The County agrees that bargaining unit employees who are required to attend mandatory training sessions scheduled to be held during the employee's time off shall be compensated for a minimum of two (2) hours at the employee's regular rate of pay.

(117) Uniforms

The County shall furnish uniforms to employees of Local 3911. The cost of maintaining such uniforms shall be borne by the County. This shall include all tailoring, dry cleaning, and laundering; including the uniforms contaminated by potentially hazardous substances.

- (118) The parties agree that the Internal Affairs Unit of the Police Department shall have no jurisdiction over members of the bargaining unit. Employees may refuse to be interviewed by Internal Affairs Unit without fear of reprisal. This section has no application in investigations of criminal nature, which shall be handled through regular police procedures, not by the Internal Affairs Unit.

**ROTATION OF EMS DIVISION EMPLOYEES**

- (119) Should the County seek to rotate Emergency Medical Services Division employees who work at Stations one through eight, it will do so as follows:

Employees will be assigned to either Middletown or a central location. Employees will be rotated from Middletown to the central location in no less than twelve (12) week increments. Employees working at the central location will be dispatched to their work station. In order to have employees report to a central location, starting

time for them will be staggered by up to one half (1/2) hour from the normal starting time.

Prior to utilizing the rotation set forth in the above paragraph, the County agrees that adequate locker facilities would be made available at the central location to accommodate emergency medical services employees. Such facilities would be provided to ensure that employees will have a secure facility to store equipment and will have adequate facilities at which to change their clothes.

#### **ALTERATION OF AGREEMENT**

- (120) No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any 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 Union.
- (121) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the term and conditions herein.
- (122) 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.
- (123) This Agreement became effective on July 1, 2023, and remains in full force until 12:00 midnight, June 30, 2027. 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 31, 2027, or any subsequent year.

#### **CLASSIFICATION AND SALARIES**

- (124) Effective July 1, 2023, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit A

Effective July 1, 2024, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit B.

Effective July 1, 2025, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit C.

Effective July 1, 2026, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit D.

Effective July 1, 2023, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit E.

Effective July 1, 2024, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit F.

Effective July 1, 2025, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit G.

Effective July 1, 2026, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit H

- (a) Uncertified paramedics who are not selective certification paramedics shall be paid a training rate at Pay Grade 22, Step 11 on both the 2-2-4 Hourly Rate Schedule and the Pay Plan for other employees (i.e., Exhibits A-1, A-2, A-3, and A-4 in the Contract). (If an uncertified paramedic is working a schedule other than 2-2-4, such an individual shall be paid from Exhibits A-1, A-2, A-3, and A-4). An uncertified paramedic shall be eligible for a merit increase on the anniversary of their employment by the County. Upon certification and release to full paramedic duties, such employee shall receive a merit increment one step increase under the procedure set forth in Paragraph 124. In each case, there shall be a footnote to Pay Grade 22, Step 11, explaining that it is a training rate.
- (b) Upon employment, selective certification paramedic shall be paid at Pay Grade 22, Step 1, and shall follow the merit compensation procedure thereafter.
- (c) There will be no lay off of any employees in this bargaining unit during the term of this agreement.

#### **MERIT INCREASE COMPENSATION PROCEDURE**

- (125) The County shall make available for those employees not at the maximum hourly wage rate of their assigned pay grades in the Pay Plan, a merit increment one step increase to the next higher wage rate 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 the date of hire as the basis for anniversary date.

#### **HOURS DIVISOR WORKING GROUP**

- (126) The County agrees to establish a working group, to be comprised of two (2) members appointed by the County and two (2) persons appointed by the Union, to review the method by which employees working the 2-2-4 or power shift are

deemed to earn compensable hours for purposes of pension, workers' compensation and severance benefits. The working group must return a proposal for consideration to the County Executive within six (6) months of the expiration of this contract.

#### **PRESERVATION OF ABILITY TO PROVIDE EMERGENCY SERVICES**

- (127) The Union and the County recognize that the members of this Union provide a vital emergency service to the citizens and visitors of New Castle County. It is further recognized that staff must be maintained at a level that supports uninterrupted service to the public.
- (128) Retention of quality employees is a key factor in maintaining staffing levels. In order to encourage the retention of employees Longevity Bonuses will be implemented. A one-time bonus shall be provided to employees covered under this contract at the completion of years 15, 21, and 26 as provided in the following chart:
- Completion of Year 15 - \$5,000 bonus payment
- Completion of Year 21 - \$7,000 bonus payment
- Completion of Year 26 - \$10,000 bonus payment
- (129) Employees who enroll in a Paramedic Academy shall be subject to a training reimbursement agreement that requires a five (5) year service commitment to the County and subjects the employee to repayment obligations if the employee separates from County service prior to the completion of five years of service.

The County agrees to recognize the Local 3911 as the exclusive bargaining representative of the Employees who enroll in the Paramedic Academy, regardless of the length of the probationary period. The County and the Local 3911 agree that all terms and conditions set forth in the collective bargaining agreement shall apply to the Employees who enroll in the Paramedic Academy, except that employees who have a longer probationary period than that provided in the collective bargaining agreement shall have only the rights that probationary employees have under the collective bargaining agreement. Additionally, because of the importance of the continuity of training, Sections 79(h) and 79(i) shall not apply to probationary employees.

The County and the Local 3911 specifically agree that the employees who enroll in the Paramedic Academy shall be entitled to representation by the Union and shall be eligible for membership in the Union upon completion of a voluntary dues authorization card or voluntary service fee as may be established by the Union. The Union shall provide signed proof of each employee's voluntary membership or service fee paying status.

Local 3911 shall cooperate with the County in the enforcement of the reimbursement policy, but shall not be responsible for repayment on behalf of an employee who separates prior to the fulfillment of his or her five years of service to the County.

**MAINTENANCE OF STANDARDS**

- (130) 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.

## EXHIBIT A

## Pay Plan and Rates of Pay for Classified Service Emergency Services Personnel

R23-093

Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (Non-EMS Classifications)

| CLASSIFICATION                                                                                                                                                       | Pay Grade | 1                | 2                | 3                | 4                | 5                | 6                | 7                | 8                | 9                | 10                | 11*              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|------------------|
| Emergency Medical Technician                                                                                                                                         | 15        | 16.923<br>35,687 | 17.768<br>37,470 | 18.657<br>39,343 | 19.590<br>41,310 | 20.569<br>43,376 | 21.598<br>45,545 | 22.678<br>47,823 | 23.812<br>50,214 | 25.002<br>52,724 | 26.253<br>55,361  |                  |
| Emergency Call Operator                                                                                                                                              | 16        | 17.768<br>37,470 | 18.657<br>39,343 | 19.590<br>41,310 | 20.569<br>43,376 | 21.598<br>45,545 | 22.678<br>47,823 | 23.812<br>50,214 | 25.002<br>52,724 | 26.253<br>55,361 | 27.566<br>58,132  |                  |
| Emergency Call Operator Coordinator                                                                                                                                  | 17        | 18.657<br>39,343 | 19.590<br>41,310 | 20.569<br>43,376 | 21.598<br>45,545 | 22.678<br>47,823 | 23.812<br>50,214 | 25.002<br>52,724 | 26.253<br>55,361 | 27.566<br>58,132 | 28.945<br>61,038  |                  |
| Public Safety Operator I                                                                                                                                             | 18        | 19.590<br>41,310 | 20.569<br>43,376 | 21.598<br>45,545 | 22.678<br>47,823 | 23.812<br>50,214 | 25.002<br>52,724 | 26.253<br>55,361 | 27.566<br>58,132 | 28.945<br>61,038 | 30.392<br>64,090  | 18.657<br>39,343 |
| Public Safety Operator II                                                                                                                                            | 19        | 20.569<br>43,376 | 21.598<br>45,545 | 22.678<br>47,823 | 23.812<br>50,214 | 25.002<br>52,724 | 26.253<br>55,361 | 27.566<br>58,132 | 28.945<br>61,038 | 30.392<br>64,090 | 31.911<br>67,295  |                  |
| Public Safety Operator III - CTO<br>Fire/Medical Communications Specialist<br>Police Communications Specialist<br>Senior Public Safety Operator II                   | 20        | 21.598<br>45,545 | 22.678<br>47,823 | 23.812<br>50,214 | 25.002<br>52,724 | 26.253<br>55,361 | 27.566<br>58,132 | 28.945<br>61,038 | 30.392<br>64,090 | 31.911<br>67,295 | 33.507<br>70,660  |                  |
| Telecommunicator I - Police<br>Telecommunicator I - Fire/Medical                                                                                                     | 21        | 22.678<br>47,823 | 23.812<br>50,214 | 25.002<br>52,724 | 26.253<br>55,361 | 27.566<br>58,132 | 28.945<br>61,038 | 30.392<br>64,090 | 31.911<br>67,295 | 33.507<br>70,660 | 35.183<br>74,193  |                  |
| Telecommunicator II - Police<br>Telecommunicator II - Fire/Medical                                                                                                   | 22        | 23.812<br>50,214 | 25.002<br>52,724 | 26.253<br>55,361 | 27.566<br>58,132 | 28.945<br>61,038 | 30.392<br>64,090 | 31.911<br>67,295 | 33.507<br>70,660 | 35.183<br>74,193 | 36.942<br>77,903  | 22.678<br>47,823 |
| Senior Telecommunicator II - Police<br>Senior Telecommunicator II - Fire/Medical<br>Telecommunicator III - Police - CTO<br>Telecommunicator III - Fire/Medical - CTO | 23        | 25.002<br>52,724 | 26.253<br>55,361 | 27.566<br>58,132 | 28.945<br>61,038 | 30.392<br>64,090 | 31.911<br>67,295 | 33.507<br>70,660 | 35.183<br>74,193 | 36.942<br>77,903 | 38.789<br>81,799  |                  |
| Telecommunicator IV - Police & Fire/EMS Communications                                                                                                               | 24        | 26.253<br>55,361 | 27.566<br>58,132 | 28.945<br>61,038 | 30.392<br>64,090 | 31.911<br>67,295 | 33.507<br>70,660 | 35.183<br>74,193 | 36.942<br>77,903 | 38.789<br>81,799 | 40.729<br>85,890  |                  |
| Assistant Platoon Leader - Police<br>Assistant Platoon Leader - Fire/Medical                                                                                         | 25        | 27.566<br>58,132 | 28.945<br>61,038 | 30.392<br>64,090 | 31.911<br>67,295 | 33.507<br>70,660 | 35.183<br>74,193 | 36.942<br>77,903 | 38.789<br>81,799 | 40.729<br>85,890 | 42.765<br>90,183  |                  |
| Emergency Services Team Leader<br>Senior Assistant Platoon Leader - Police<br>Senior Assistant Platoon Leader - Fire/Medical                                         | 26        | 28.945<br>61,038 | 30.392<br>64,090 | 31.911<br>67,295 | 33.507<br>70,660 | 35.183<br>74,193 | 36.942<br>77,903 | 38.789<br>81,799 | 40.729<br>85,890 | 42.765<br>90,183 | 44.903<br>94,692  |                  |
| Emergency Communications Info & Tech Coordinator<br>Quality Assurance Coordinator<br>Telecommunications Training Officer Coordinator                                 | 28        | 31.839<br>67,142 | 33.431<br>70,500 | 35.103<br>74,024 | 36.858<br>77,726 | 38.701<br>81,612 | 40.636<br>85,694 | 42.668<br>89,979 | 44.802<br>94,479 | 47.042<br>99,201 | 49.394<br>104,161 |                  |

**Effective: 07/01/2023 (Ordinance 23-xxx)***Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calculated on 2108.8 hours.**\*Denotes training rate*

## EXHIBIT B

## Pay Plan and Rates of Pay for Classified Service Emergency Services Personnel

R23-093

Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (Non-EMS Classifications)

| CLASSIFICATION                                                                                                                                                       | Pay Grade | 1                | 2                | 3                | 4                | 5                | 6                | 7                | 8                | 9                 | 10                | 11*              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|------------------|
| Emergency Medical Technician                                                                                                                                         | 15        | 17,346<br>36,579 | 18,213<br>38,407 | 19,123<br>40,327 | 20,079<br>42,343 | 21,083<br>44,460 | 22,138<br>46,684 | 23,245<br>49,018 | 24,407<br>51,470 | 25,627<br>54,042  | 26,909<br>56,745  |                  |
| Emergency Call Operator                                                                                                                                              | 16        | 18,213<br>38,407 | 19,123<br>40,327 | 20,079<br>42,343 | 21,083<br>44,460 | 22,138<br>46,684 | 23,245<br>49,018 | 24,407<br>51,470 | 25,627<br>54,042 | 26,909<br>56,745  | 28,255<br>59,585  |                  |
| Emergency Call Operator Coordinator                                                                                                                                  | 17        | 19,123<br>40,327 | 20,079<br>42,343 | 21,083<br>44,460 | 22,138<br>46,684 | 23,245<br>49,018 | 24,407<br>51,470 | 25,627<br>54,042 | 26,909<br>56,745 | 28,255<br>59,585  | 29,668<br>62,564  |                  |
| Public Safety Operator I                                                                                                                                             | 18        | 20,079<br>42,343 | 21,083<br>44,460 | 22,138<br>46,684 | 23,245<br>49,018 | 24,407<br>51,470 | 25,627<br>54,042 | 26,909<br>56,745 | 28,255<br>59,585 | 29,668<br>62,564  | 31,152<br>65,693  | 19,123<br>40,327 |
| Public Safety Operator II                                                                                                                                            | 19        | 21,083<br>44,460 | 22,138<br>46,684 | 23,245<br>49,018 | 24,407<br>51,470 | 25,627<br>54,042 | 26,909<br>56,745 | 28,255<br>59,585 | 29,668<br>62,564 | 31,152<br>65,693  | 32,709<br>68,977  |                  |
| Public Safety Operator III - CTO<br>Fire/Medical Communications Specialist<br>Police Communications Specialist<br>Senior Public Safety Operator II                   | 20        | 22,138<br>46,684 | 23,245<br>49,018 | 24,407<br>51,470 | 25,627<br>54,042 | 26,909<br>56,745 | 28,255<br>59,585 | 29,668<br>62,564 | 31,152<br>65,693 | 32,709<br>68,977  | 34,345<br>72,427  |                  |
| Telecommunicator I - Police<br>Telecommunicator I - Fire/Medical                                                                                                     | 21        | 23,245<br>49,018 | 24,407<br>51,470 | 25,627<br>54,042 | 26,909<br>56,745 | 28,255<br>59,585 | 29,668<br>62,564 | 31,152<br>65,693 | 32,709<br>68,977 | 34,345<br>72,427  | 36,062<br>76,048  |                  |
| Telecommunicator II - Police<br>Telecommunicator II - Fire/Medical                                                                                                   | 22        | 24,407<br>51,470 | 25,627<br>54,042 | 26,909<br>56,745 | 28,255<br>59,585 | 29,668<br>62,564 | 31,152<br>65,693 | 32,709<br>68,977 | 34,345<br>72,427 | 36,062<br>76,048  | 37,866<br>79,851  | 23,245<br>49,018 |
| Senior Telecommunicator II - Police<br>Senior Telecommunicator II - Fire/Medical<br>Telecommunicator III - Police - CTO<br>Telecommunicator III - Fire/Medical - CTO | 23        | 25,627<br>54,042 | 26,909<br>56,745 | 28,255<br>59,585 | 29,668<br>62,564 | 31,152<br>65,693 | 32,709<br>68,977 | 34,345<br>72,427 | 36,062<br>76,048 | 37,866<br>79,851  | 39,759<br>83,844  |                  |
| Telecommunicator IV - Police & Fire/EMS Communications                                                                                                               | 24        | 26,909<br>56,745 | 28,255<br>59,585 | 29,668<br>62,564 | 31,152<br>65,693 | 32,709<br>68,977 | 34,345<br>72,427 | 36,062<br>76,048 | 37,866<br>79,851 | 39,759<br>83,844  | 41,747<br>88,037  |                  |
| Assistant Platoon Leader - Police<br>Assistant Platoon Leader - Fire/Medical                                                                                         | 25        | 28,255<br>59,585 | 29,668<br>62,564 | 31,152<br>65,693 | 32,709<br>68,977 | 34,345<br>72,427 | 36,062<br>76,048 | 37,866<br>79,851 | 39,759<br>83,844 | 41,747<br>88,037  | 43,834<br>92,438  |                  |
| Emergency Services Team Leader<br>Senior Assistant Platoon Leader - Police<br>Senior Assistant Platoon Leader - Fire/Medical                                         | 26        | 29,668<br>62,564 | 31,152<br>65,693 | 32,709<br>68,977 | 34,345<br>72,427 | 36,062<br>76,048 | 37,866<br>79,851 | 39,759<br>83,844 | 41,747<br>88,037 | 43,834<br>92,438  | 46,026<br>97,059  |                  |
| Emergency Communications Info & Tech Coordinator<br>Quality Assurance Coordinator<br>Telecommunications Training Officer Coordinator                                 | 28        | 32,635<br>68,821 | 34,267<br>72,262 | 35,980<br>75,875 | 37,780<br>79,670 | 39,668<br>83,652 | 41,652<br>87,836 | 43,735<br>92,228 | 45,922<br>96,840 | 48,218<br>101,681 | 50,628<br>106,765 |                  |

**Effective: 07/01/2024 (Ordinance 23-xxx)***Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calculated on 2108.8 hours.**\*Denotes training rate*

## EXHIBIT C

## Pay Plan and Rates of Pay for Classified Service Emergency Services Personnel

R23-093

Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (Non-EMS Classifications)

| CLASSIFICATION                                                                                                                                                       | Pay Grade | 1                | 2                | 3                | 4                | 5                | 6                | 7                | 8                | 9                 | 10                | 11*              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|------------------|
| Emergency Medical Technician                                                                                                                                         | 15        | 17.779<br>37,493 | 18.668<br>39,367 | 19.601<br>41,335 | 20.581<br>43,402 | 21.610<br>45,572 | 22.691<br>47,851 | 23.826<br>50,244 | 25.017<br>52,756 | 26.268<br>55,393  | 27.582<br>58,164  |                  |
| Emergency Call Operator                                                                                                                                              | 16        | 18.668<br>39,367 | 19.601<br>41,335 | 20.581<br>43,402 | 21.610<br>45,572 | 22.691<br>47,851 | 23.826<br>50,244 | 25.017<br>52,756 | 26.268<br>55,393 | 27.582<br>58,164  | 28.962<br>61,075  |                  |
| Emergency Call Operator Coordinator                                                                                                                                  | 17        | 19.601<br>41,335 | 20.581<br>43,402 | 21.610<br>45,572 | 22.691<br>47,851 | 23.826<br>50,244 | 25.017<br>52,756 | 26.268<br>55,393 | 27.582<br>58,164 | 28.962<br>61,075  | 30.410<br>64,128  |                  |
| Public Safety Operator I                                                                                                                                             | 18        | 20.581<br>43,402 | 21.610<br>45,572 | 22.691<br>47,851 | 23.826<br>50,244 | 25.017<br>52,756 | 26.268<br>55,393 | 27.582<br>58,164 | 28.962<br>61,075 | 30.410<br>64,128  | 31.931<br>67,335  | 19.601<br>41,335 |
| Public Safety Operator II                                                                                                                                            | 19        | 21.610<br>45,572 | 22.691<br>47,851 | 23.826<br>50,244 | 25.017<br>52,756 | 26.268<br>55,393 | 27.582<br>58,164 | 28.962<br>61,075 | 30.410<br>64,128 | 31.931<br>67,335  | 33.527<br>70,702  |                  |
| Public Safety Operator III - CTO<br>Fire/Medical Communications Specialist<br>Police Communications Specialist<br>Senior Public Safety Operator II                   | 20        | 22.691<br>47,851 | 23.826<br>50,244 | 25.017<br>52,756 | 26.268<br>55,393 | 27.582<br>58,164 | 28.962<br>61,075 | 30.410<br>64,128 | 31.931<br>67,335 | 33.527<br>70,702  | 35.204<br>74,238  |                  |
| Telecommunicator I - Police<br>Telecommunicator I - Fire/Medical                                                                                                     | 21        | 23.826<br>50,244 | 25.017<br>52,756 | 26.268<br>55,393 | 27.582<br>58,164 | 28.962<br>61,075 | 30.410<br>64,128 | 31.931<br>67,335 | 33.527<br>70,702 | 35.204<br>74,238  | 36.964<br>77,949  |                  |
| Telecommunicator II - Police<br>Telecommunicator II - Fire/Medical                                                                                                   | 22        | 25.017<br>52,756 | 26.268<br>55,393 | 27.582<br>58,164 | 28.962<br>61,075 | 30.410<br>64,128 | 31.931<br>67,335 | 33.527<br>70,702 | 35.204<br>74,238 | 36.964<br>77,949  | 38.812<br>81,847  | 23.826<br>50,244 |
| Senior Telecommunicator II - Police<br>Senior Telecommunicator II - Fire/Medical<br>Telecommunicator III - Police - CTO<br>Telecommunicator III - Fire/Medical - CTO | 23        | 26.268<br>55,393 | 27.582<br>58,164 | 28.962<br>61,075 | 30.410<br>64,128 | 31.931<br>67,335 | 33.527<br>70,702 | 35.204<br>74,238 | 36.964<br>77,949 | 38.812<br>81,847  | 40.753<br>85,940  |                  |
| Telecommunicator IV - Police & Fire/EMS Communications                                                                                                               | 24        | 27.582<br>58,164 | 28.962<br>61,075 | 30.410<br>64,128 | 31.931<br>67,335 | 33.527<br>70,702 | 35.204<br>74,238 | 36.964<br>77,949 | 38.812<br>81,847 | 40.753<br>85,940  | 42.791<br>90,238  |                  |
| Assistant Platoon Leader - Police<br>Assistant Platoon Leader - Fire/Medical                                                                                         | 25        | 28.962<br>61,075 | 30.410<br>64,128 | 31.931<br>67,335 | 33.527<br>70,702 | 35.204<br>74,238 | 36.964<br>77,949 | 38.812<br>81,847 | 40.753<br>85,940 | 42.791<br>90,238  | 44.930<br>94,749  |                  |
| Emergency Services Team Leader<br>Senior Assistant Platoon Leader - Police<br>Senior Assistant Platoon Leader - Fire/Medical                                         | 26        | 30.410<br>64,128 | 31.931<br>67,335 | 33.527<br>70,702 | 35.204<br>74,238 | 36.964<br>77,949 | 38.812<br>81,847 | 40.753<br>85,940 | 42.791<br>90,238 | 44.930<br>94,749  | 47.176<br>99,486  |                  |
| Emergency Communications Info & Tech Coordinator<br>Quality Assurance Coordinator<br>Telecommunications Training Officer Coordinator                                 | 28        | 33.451<br>70,541 | 35.124<br>74,069 | 36.880<br>77,772 | 38.724<br>81,661 | 40.660<br>85,744 | 42.694<br>90,032 | 44.828<br>94,534 | 47.070<br>99,261 | 49.423<br>104,223 | 51.894<br>109,434 |                  |

**Effective: 07/01/2025 (Ordinance 23-xxx)***Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calculated on 2108.8 hours.**\*Denotes training rate*

## EXHIBIT D

## Pay Plan and Rates of Pay for Classified Service Emergency Services Personnel

R23-093

Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (Non-EMS Classifications)

| CLASSIFICATION                                                                                                                                                       | Pay Grade | 1                | 2                | 3                | 4                | 5                | 6                | 7                | 8                 | 9                 | 10                | 11*              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|------------------|
| Emergency Medical Technician                                                                                                                                         | 15        | 18,224<br>38,430 | 19,135<br>40,351 | 20,091<br>42,368 | 21,096<br>44,487 | 22,151<br>46,711 | 23,258<br>49,047 | 24,421<br>51,500 | 25,643<br>54,075  | 26,924<br>56,778  | 28,271<br>59,618  |                  |
| Emergency Call Operator                                                                                                                                              | 16        | 19,135<br>40,351 | 20,091<br>42,368 | 21,096<br>44,487 | 22,151<br>46,711 | 23,258<br>49,047 | 24,421<br>51,500 | 25,643<br>54,075 | 26,924<br>56,778  | 28,271<br>59,618  | 29,686<br>62,601  |                  |
| Emergency Call Operator Coordinator                                                                                                                                  | 17        | 20,091<br>42,368 | 21,096<br>44,487 | 22,151<br>46,711 | 23,258<br>49,047 | 24,421<br>51,500 | 25,643<br>54,075 | 26,924<br>56,778 | 28,271<br>59,618  | 29,686<br>62,601  | 31,170<br>65,732  |                  |
| Public Safety Operator I                                                                                                                                             | 18        | 21,096<br>44,487 | 22,151<br>46,711 | 23,258<br>49,047 | 24,421<br>51,500 | 25,643<br>54,075 | 26,924<br>56,778 | 28,271<br>59,618 | 29,686<br>62,601  | 31,170<br>65,732  | 32,729<br>69,018  | 20,091<br>42,368 |
| Public Safety Operator II                                                                                                                                            | 19        | 22,151<br>46,711 | 23,258<br>49,047 | 24,421<br>51,500 | 25,643<br>54,075 | 26,924<br>56,778 | 28,271<br>59,618 | 29,686<br>62,601 | 31,170<br>65,732  | 32,729<br>69,018  | 34,365<br>72,469  |                  |
| Public Safety Operator III - CTO<br>Fire/Medical Communications Specialist<br>Police Communications Specialist<br>Senior Public Safety Operator II                   | 20        | 23,258<br>49,047 | 24,421<br>51,500 | 25,643<br>54,075 | 26,924<br>56,778 | 28,271<br>59,618 | 29,686<br>62,601 | 31,170<br>65,732 | 32,729<br>69,018  | 34,365<br>72,469  | 36,084<br>76,094  |                  |
| Telecommunicator I - Police<br>Telecommunicator I - Fire/Medical                                                                                                     | 21        | 24,421<br>51,500 | 25,643<br>54,075 | 26,924<br>56,778 | 28,271<br>59,618 | 29,686<br>62,601 | 31,170<br>65,732 | 32,729<br>69,018 | 34,365<br>72,469  | 36,084<br>76,094  | 37,888<br>79,898  |                  |
| Telecommunicator II - Police<br>Telecommunicator II - Fire/Medical                                                                                                   | 22        | 25,643<br>54,075 | 26,924<br>56,778 | 28,271<br>59,618 | 29,686<br>62,601 | 31,170<br>65,732 | 32,729<br>69,018 | 34,365<br>72,469 | 36,084<br>76,094  | 37,888<br>79,898  | 39,783<br>83,894  | 24,421<br>51,500 |
| Senior Telecommunicator II - Police<br>Senior Telecommunicator II - Fire/Medical<br>Telecommunicator III - Police - CTO<br>Telecommunicator III - Fire/Medical - CTO | 23        | 26,924<br>56,778 | 28,271<br>59,618 | 29,686<br>62,601 | 31,170<br>65,732 | 32,729<br>69,018 | 34,365<br>72,469 | 36,084<br>76,094 | 37,888<br>79,898  | 39,783<br>83,894  | 41,772<br>88,089  |                  |
| Telecommunicator IV - Police & Fire/EMS Communications                                                                                                               | 24        | 28,271<br>59,618 | 29,686<br>62,601 | 31,170<br>65,732 | 32,729<br>69,018 | 34,365<br>72,469 | 36,084<br>76,094 | 37,888<br>79,898 | 39,783<br>83,894  | 41,772<br>88,089  | 43,861<br>92,494  |                  |
| Assistant Platoon Leader - Police<br>Assistant Platoon Leader - Fire/Medical                                                                                         | 25        | 29,686<br>62,601 | 31,170<br>65,732 | 32,729<br>69,018 | 34,365<br>72,469 | 36,084<br>76,094 | 37,888<br>79,898 | 39,783<br>83,894 | 41,772<br>88,089  | 43,861<br>92,494  | 46,053<br>97,117  |                  |
| Emergency Services Team Leader<br>Senior Assistant Platoon Leader - Police<br>Senior Assistant Platoon Leader - Fire/Medical                                         | 26        | 31,170<br>65,732 | 32,729<br>69,018 | 34,365<br>72,469 | 36,084<br>76,094 | 37,888<br>79,898 | 39,783<br>83,894 | 41,772<br>88,089 | 43,861<br>92,494  | 46,053<br>97,117  | 48,356<br>101,973 |                  |
| Emergency Communications Info & Tech Coordinator<br>Quality Assurance Coordinator<br>Telecommunications Training Officer Coordinator                                 | 28        | 34,287<br>72,305 | 36,002<br>75,920 | 37,802<br>79,716 | 39,692<br>83,703 | 41,676<br>87,887 | 43,761<br>92,283 | 45,949<br>96,897 | 48,247<br>101,743 | 50,659<br>106,829 | 53,191<br>112,170 |                  |

**Effective: 07/01/2026 (Ordinance 23-xxx)***Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calculated on 2108.8 hours.**\*Denotes training rate*

EXHIBIT H  
Pay Plan and Rates of Pay for  
Classified Service Emergency Services Personnel  
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

R23-093

| CLASSIFICATION                               | Pay Grade | 1                | 2                | 3                | 4                | 5                | 6                 | 7                 | 8                 | 9                 | 10                | 11*              |
|----------------------------------------------|-----------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| EMS Operations Support Specialist            | 21        | 46,818           | 49,160           | 51,617           | 54,198           | 56,910           | 59,756            | 62,744            | 65,881            | 69,176            | 72,634            |                  |
| Paramedic                                    | 22        | 27,159<br>57,272 | 28,517<br>60,136 | 29,942<br>63,142 | 31,439<br>66,300 | 33,011<br>69,615 | 34,662<br>73,095  | 36,395<br>76,750  | 38,215<br>80,588  | 40,126<br>84,617  | 42,132<br>88,848  | 25,865<br>54,545 |
| Paramedic First Class                        | 23        | 28,517<br>60,136 | 29,942<br>63,142 | 31,439<br>66,300 | 33,011<br>69,615 | 34,662<br>73,095 | 36,395<br>76,750  | 38,215<br>80,588  | 40,126<br>84,617  | 42,132<br>88,848  | 44,238<br>93,290  |                  |
| Paramedic Corporal                           | 24        | 29,942<br>63,142 | 31,439<br>66,300 | 33,011<br>69,615 | 34,662<br>73,095 | 36,395<br>76,750 | 38,215<br>80,588  | 40,126<br>84,617  | 42,132<br>88,848  | 44,238<br>93,290  | 46,450<br>97,955  |                  |
| Paramedic Senior Corporal                    | 25        | 31,439<br>66,300 | 33,011<br>69,615 | 34,662<br>73,095 | 36,395<br>76,750 | 38,215<br>80,588 | 40,126<br>84,617  | 42,132<br>88,848  | 44,238<br>93,290  | 46,450<br>97,955  | 48,773<br>102,852 |                  |
| Paramedic Sergeant                           | 26        | 33,011<br>69,615 | 34,662<br>73,095 | 36,395<br>76,750 | 38,215<br>80,588 | 40,126<br>84,617 | 42,132<br>88,848  | 44,238<br>93,290  | 46,450<br>97,955  | 48,773<br>102,852 | 51,212<br>107,995 |                  |
| Paramedic Senior Sergeant                    | 27        | 34,662<br>73,095 | 36,395<br>76,750 | 38,215<br>80,588 | 40,126<br>84,617 | 42,132<br>88,848 | 44,238<br>93,290  | 46,450<br>97,955  | 48,773<br>102,852 | 51,212<br>107,995 | 53,772<br>113,395 |                  |
| Emergency Medical Services Lieutenant        | 28        | 36,395<br>76,750 | 38,215<br>80,588 | 40,126<br>84,617 | 42,132<br>88,848 | 44,238<br>93,290 | 46,450<br>97,955  | 48,773<br>102,852 | 51,212<br>107,995 | 53,772<br>113,395 | 56,461<br>119,064 |                  |
| Emergency Medical Services Senior Lieutenant | 29        | 38,215<br>80,588 | 40,126<br>84,617 | 42,132<br>88,848 | 44,238<br>93,290 | 46,450<br>97,955 | 48,773<br>102,852 | 51,212<br>107,995 | 53,772<br>113,395 | 56,461<br>119,064 | 59,284<br>125,018 |                  |

**Effective: 07/01/2026 (Ordinance 23-xxx)**

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calculated on 2108.8 hours.

\*Denotes training rate

EXHIBIT E  
Pay Plan and Rates of Pay for  
Classified Service Emergency Services Personnel  
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

R23-093

| CLASSIFICATION                               | Pay Grade | 1                | 2                | 3                | 4                | 5                | 6                | 7                 | 8                 | 9                 | 10                | 11*              |
|----------------------------------------------|-----------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| EMS Operations Support Specialist            | 21        | 43,476           | 45,650           | 47,932           | 50,329           | 52,847           | 55,490           | 58,264            | 61,177            | 64,237            | 67,448            |                  |
| Paramedic                                    | 22        | 25,219<br>53,183 | 26,480<br>55,842 | 27,804<br>58,634 | 29,195<br>61,566 | 30,654<br>64,644 | 32,187<br>67,876 | 33,796<br>71,270  | 35,486<br>74,834  | 37,261<br>78,575  | 39,124<br>82,504  | 24,019<br>50,650 |
| Paramedic First Class                        | 23        | 26,480<br>55,842 | 27,804<br>58,634 | 29,195<br>61,566 | 30,654<br>64,644 | 32,187<br>67,876 | 33,796<br>71,270 | 35,486<br>74,834  | 37,261<br>78,575  | 39,124<br>82,504  | 41,080<br>86,629  |                  |
| Paramedic Corporal                           | 24        | 27,804<br>58,634 | 29,195<br>61,566 | 30,654<br>64,644 | 32,187<br>67,876 | 33,796<br>71,270 | 35,486<br>74,834 | 37,261<br>78,575  | 39,124<br>82,504  | 41,080<br>86,629  | 43,134<br>90,961  |                  |
| Paramedic Senior Corporal                    | 25        | 29,195<br>61,566 | 30,654<br>64,644 | 32,187<br>67,876 | 33,796<br>71,270 | 35,486<br>74,834 | 37,261<br>78,575 | 39,124<br>82,504  | 41,080<br>86,629  | 43,134<br>90,961  | 45,291<br>95,509  |                  |
| Paramedic Sergeant                           | 26        | 30,654<br>64,644 | 32,187<br>67,876 | 33,796<br>71,270 | 35,486<br>74,834 | 37,261<br>78,575 | 39,124<br>82,504 | 41,080<br>86,629  | 43,134<br>90,961  | 45,291<br>95,509  | 47,555<br>100,284 |                  |
| Paramedic Senior Sergeant                    | 27        | 32,187<br>67,876 | 33,796<br>71,270 | 35,486<br>74,834 | 37,261<br>78,575 | 39,124<br>82,504 | 41,080<br>86,629 | 43,134<br>90,961  | 45,291<br>95,509  | 47,555<br>100,284 | 49,933<br>105,298 |                  |
| Emergency Medical Services Lieutenant        | 28        | 33,796<br>71,270 | 35,486<br>74,834 | 37,261<br>78,575 | 39,124<br>82,504 | 41,080<br>86,629 | 43,134<br>90,961 | 45,291<br>95,509  | 47,555<br>100,284 | 49,933<br>105,298 | 52,429<br>110,563 |                  |
| Emergency Medical Services Senior Lieutenant | 29        | 35,486<br>74,834 | 37,261<br>78,575 | 39,124<br>82,504 | 41,080<br>86,629 | 43,134<br>90,961 | 45,291<br>95,509 | 47,555<br>100,284 | 49,933<br>105,298 | 52,429<br>110,563 | 55,051<br>116,091 |                  |

**Effective: 07/01/2023 (Ordinance 23-xxx)**

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calculated on 2108.8 hours.

\*Denotes training rate

EXHIBIT F  
Pay Plan and Rates of Pay for  
Classified Service Emergency Services Personnel  
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

R23-093

| CLASSIFICATION                               | Pay Grade | 1                | 2                | 3                | 4                | 5                | 6                | 7                 | 8                 | 9                 | 10                | 11*              |
|----------------------------------------------|-----------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| EMS Operations Support Specialist            | 21        | 44,562           | 46,791           | 49,130           | 51,587           | 54,168           | 56,877           | 59,720            | 62,707            | 65,843            | 69,134            |                  |
| Paramedic                                    | 22        | 25,850<br>54,512 | 27,142<br>57,238 | 28,500<br>60,100 | 29,925<br>63,105 | 31,421<br>66,260 | 32,992<br>69,573 | 34,641<br>73,052  | 36,373<br>76,704  | 38,192<br>80,540  | 40,102<br>84,567  | 24,619<br>51,917 |
| Paramedic First Class                        | 23        | 27,142<br>57,238 | 28,500<br>60,100 | 29,925<br>63,105 | 31,421<br>66,260 | 32,992<br>69,573 | 34,641<br>73,052 | 36,373<br>76,704  | 38,192<br>80,540  | 40,102<br>84,567  | 42,107<br>88,795  |                  |
| Paramedic Corporal                           | 24        | 28,500<br>60,100 | 29,925<br>63,105 | 31,421<br>66,260 | 32,992<br>69,573 | 34,641<br>73,052 | 36,373<br>76,704 | 38,192<br>80,540  | 40,102<br>84,567  | 42,107<br>88,795  | 44,212<br>93,235  |                  |
| Paramedic Senior Corporal                    | 25        | 29,925<br>63,105 | 31,421<br>66,260 | 32,992<br>69,573 | 34,641<br>73,052 | 36,373<br>76,704 | 38,192<br>80,540 | 40,102<br>84,567  | 42,107<br>88,795  | 44,212<br>93,235  | 46,423<br>97,896  |                  |
| Paramedic Sergeant                           | 26        | 31,421<br>66,260 | 32,992<br>69,573 | 34,641<br>73,052 | 36,373<br>76,704 | 38,192<br>80,540 | 40,102<br>84,567 | 42,107<br>88,795  | 44,212<br>93,235  | 46,423<br>97,896  | 48,744<br>102,791 |                  |
| Paramedic Senior Sergeant                    | 27        | 32,992<br>69,573 | 34,641<br>73,052 | 36,373<br>76,704 | 38,192<br>80,540 | 40,102<br>84,567 | 42,107<br>88,795 | 44,212<br>93,235  | 46,423<br>97,896  | 48,744<br>102,791 | 51,181<br>107,931 |                  |
| Emergency Medical Services Lieutenant        | 28        | 34,641<br>73,052 | 36,373<br>76,704 | 38,192<br>80,540 | 40,102<br>84,567 | 42,107<br>88,795 | 44,212<br>93,235 | 46,423<br>97,896  | 48,744<br>102,791 | 51,181<br>107,931 | 53,740<br>113,327 |                  |
| Emergency Medical Services Senior Lieutenant | 29        | 36,373<br>76,704 | 38,192<br>80,540 | 40,102<br>84,567 | 42,107<br>88,795 | 44,212<br>93,235 | 46,423<br>97,896 | 48,744<br>102,791 | 51,181<br>107,931 | 53,740<br>113,327 | 56,427<br>118,994 |                  |

**Effective: 07/01/2024 (Ordinance 23-xxx)**

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calculated on 2108.8 hours.

\*Denotes training rate

EXHIBIT G  
Pay Plan and Rates of Pay for  
Classified Service Emergency Services Personnel  
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

R23-093

| CLASSIFICATION                               | Pay Grade | 1                | 2                | 3                | 4                | 5                | 6                 | 7                 | 8                 | 9                 | 10                | 11*              |
|----------------------------------------------|-----------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| EMS Operations Support Specialist            | 21        | 45,677           | 47,961           | 50,358           | 52,877           | 55,522           | 58,299            | 61,213            | 64,274            | 67,489            | 70,862            |                  |
| Paramedic                                    | 22        | 26,496<br>55,875 | 27,821<br>58,669 | 29,212<br>61,602 | 30,673<br>64,682 | 32,206<br>67,917 | 33,817<br>71,312  | 35,507<br>74,878  | 37,283<br>78,622  | 39,147<br>82,553  | 41,104<br>86,681  | 25,234<br>53,214 |
| Paramedic First Class                        | 23        | 27,821<br>58,669 | 29,212<br>61,602 | 30,673<br>64,682 | 32,206<br>67,917 | 33,817<br>71,312 | 35,507<br>74,878  | 37,283<br>78,622  | 39,147<br>82,553  | 41,104<br>86,681  | 43,160<br>91,015  |                  |
| Paramedic Corporal                           | 24        | 29,212<br>61,602 | 30,673<br>64,682 | 32,206<br>67,917 | 33,817<br>71,312 | 35,507<br>74,878 | 37,283<br>78,622  | 39,147<br>82,553  | 41,104<br>86,681  | 43,160<br>91,015  | 45,317<br>95,565  |                  |
| Paramedic Senior Corporal                    | 25        | 30,673<br>64,682 | 32,206<br>67,917 | 33,817<br>71,312 | 35,507<br>74,878 | 37,283<br>78,622 | 39,147<br>82,553  | 41,104<br>86,681  | 43,160<br>91,015  | 45,317<br>95,565  | 47,583<br>100,344 |                  |
| Paramedic Sergeant                           | 26        | 32,206<br>67,917 | 33,817<br>71,312 | 35,507<br>74,878 | 37,283<br>78,622 | 39,147<br>82,553 | 41,104<br>86,681  | 43,160<br>91,015  | 45,317<br>95,565  | 47,583<br>100,344 | 49,963<br>105,361 |                  |
| Paramedic Senior Sergeant                    | 27        | 33,817<br>71,312 | 35,507<br>74,878 | 37,283<br>78,622 | 39,147<br>82,553 | 41,104<br>86,681 | 43,160<br>91,015  | 45,317<br>95,565  | 47,583<br>100,344 | 49,963<br>105,361 | 52,461<br>110,629 |                  |
| Emergency Medical Services Lieutenant        | 28        | 35,507<br>74,878 | 37,283<br>78,622 | 39,147<br>82,553 | 41,104<br>86,681 | 43,160<br>91,015 | 45,317<br>95,565  | 47,583<br>100,344 | 49,963<br>105,361 | 52,461<br>110,629 | 55,084<br>116,160 |                  |
| Emergency Medical Services Senior Lieutenant | 29        | 37,283<br>78,622 | 39,147<br>82,553 | 41,104<br>86,681 | 43,160<br>91,015 | 45,317<br>95,565 | 47,583<br>100,344 | 49,963<br>105,361 | 52,461<br>110,629 | 55,084<br>116,160 | 57,838<br>121,968 |                  |

**Effective: 07/01/2025 (Ordinance 23-xxx)**

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calculated on 2108.8 hours.

\*Denotes training rate

**EXHIBIT I****ALPHABETICAL LISTING OF BARGAINING UNIT  
OCCUPATIONAL CLASSIFICATIONS**

Assistant Platoon Leader – Police – 25  
Assistant Platoon Leader – Fire/Medical – 25  
Emergency Call Operator – 16  
Emergency Call Operator Coordinator – 17  
Emergency Communications Info & Tech Coordinator – 28  
Emergency Medical Services Lieutenant – 28  
Emergency Medical Services Operations Support Specialist – 21  
Emergency Medical Services Senior Lieutenant – 29  
Emergency Medical Technician – 15  
Emergency Service Team Leader – 26  
Fire/Medical Communications Specialist – 20  
Paramedic – 22  
Paramedic Corporal – 24  
Paramedic First Class – 23  
Paramedic Sergeant – 26  
Paramedic Senior Corporal – 25  
Paramedic Senior Sergeant – 27  
Police Communications Specialist – 20  
Public Safety Operator I – 18  
Public Safety Operator II – 19  
Public Safety Operator III – CTO – 20  
Quality Assurance Coordinator – 28  
Senior Assistant Platoon Leader-Fire/Medical-26  
Senior Assistant Platoon Leader-Police-26  
Senior Public Safety Operator II – 20  
Senior Telecommunicator II-Fire/Medical – 23  
Senior Telecommunicator II-Police – 23  
Telecommunications Training Officer Coordinator – 28  
Telecommunicator I – Police – 21  
Telecommunicator I – Fire/Medical – 21  
Telecommunicator II – Police – 22  
Telecommunicator II – Fire/Medical – 22  
Telecommunicator III – Police – CTO – 23  
Telecommunicator III– Fire/Medical – CTO – 23  
Telecommunicator IV – Police & Fire/EMS Communications – 24

**EXHIBIT J****BARGAINING UNIT OCCUPATIONAL CLASSIFICATIONS  
BY PAY GRADE****Pay Grade 15**

Emergency Medical Technician

**Pay Grade 16**

Emergency Call Operator

**Pay Grade 17**

Emergency Call Operator Coordinator

**Pay Grade 18**

Public Safety Operator I

**Pay Grade 19**

Public Safety Operator II

**Pay Grade 20**

Fire/Medical Communications Specialist

Police Communications Specialist

Public Safety Operator III – CTO

Senior Public Safety Operator II

**Pay Grade 21**

Emergency Medical Services Operations Support Specialist

Telecommunicator I – Police

Telecommunicator I – Fire/Medical

**Pay Grade 22**

Paramedic

Telecommunicator II – Police

Telecommunicator II – Fire/Medical

**Pay Grade 23**

Paramedic First Class

Senior Telecommunicator II-Fire/Medical

Senior Telecommunicator II-Police

Telecommunicator III – Police – CTO

Telecommunicator III – Fire/Medical – CTO

**Pay Grade 24**

Paramedic Corporal

Telecommunicator IV – Police & Fire/EMS Communications

**Pay Grade 25**

Assistant Platoon Leader – Police  
Assistant Platoon Leader – Fire/Medical  
Paramedic Senior Corporal

**Pay Grade 26**

Coordinator Senior Assistant Platoon Leader- Fire/Medical  
Emergency Service Team Leader  
Paramedic Sergeant  
Senior Assistant Platoon Leader-Police

**Pay Grade 27**

Paramedic Senior Sergeant

**Pay Grade 28**

Emergency Communication Info & Tech Coordinator  
Emergency Medical Services Lieutenant  
Quality Assurance Coordinator  
Telecommunications Training Officer Coordinator

**Pay Grade 29**

Emergency Medical Services Senior Lieutenant

**EXHIBIT K****SENIORITY, LAY-OFF AND RECALL PROCEDURE  
INTERCHANGEABLE OCCUPATIONAL  
SENIORITY GROUPS**

1.

Emergency Medical Services Senior Lieutenant – 29  
Emergency Medical Services Lieutenant – 28  
Paramedic Sergeant – 26  
Paramedic Corporal – 24  
Paramedic First Class – 23  
Paramedic – 22  
Emergency Medical Technician – 15  
Emergency Medical Services Operations Support Specialist – 21  
Paramedic Senior Corporal – 25  
Paramedic Senior Sergeant – 27

2.

Assistant Platoon Leader – Police – 25  
Assistant Platoon Leader – Fire/Medical – 25  
\*Police Communications Specialist - 20  
\*Fire/Medical Communications Specialist – 20  
Emergency Call Operator Coordinator – 17  
Emergency Service Team Leader – 26  
Emergency Call Operator – 16  
Public Safety Operator I – 18  
Public Safety Operator II – 19  
Public Safety Operator III – CTO – 20  
Quality Assurance Coordinator – 28  
Telecommunications Training Officer Coordinator – 28  
Telecommunicator I – Police – 21  
Telecommunicator I – Fire/Medical – 21  
Telecommunicator II – Police – 22  
Telecommunicator II – Fire/Medical – 22  
Telecommunicator III – Police CTO – 23  
Telecommunicator III – Fire/Medical CTO – 23  
Telecommunicator IV – Police & Fire/EMS Communications – 24  
Senior Public Safety Operator II – 20  
Senior Telecommunicator II-Fire/Medical – 23  
Senior Telecommunicator II-Police – 23  
Emergency Communications Info & Tech Coordinator – 28  
Senior Assistant Platoon Leader- Fire/Medical-26  
Senior Assistant Platoon Leader-Police-26

**\*Layoffs and reductions in force for employees in these positions will be governed by seniority.**

Introduced by: Mr. Smiley, Mr. Cartier  
Date of introduction: April 11, 2023

**RESOLUTION NO. 23-070**

**ADOPTING THE NEW CASTLE COUNTY  
CAPITAL PROGRAM FOR FISCAL YEAR 2024 THROUGH 2029**

**WHEREAS**, the projects listed on Exhibit "A" are submitted for continuance in accordance with Key Financial Policy (KFP) #1 and accordingly are included in the Fiscal Year 2024 Capital Program; and

**WHEREAS**, the projects listed on Exhibit "B" will sunset in accordance with KFP #1 on June 30, 2023. All such projects will no longer be active projects and accordingly are deleted from the Fiscal Year 2024 Capital Program.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby approves the Capital Program for New Castle County for the Fiscal Years 2024 through 2029, beginning July 1, 2023, per the attached capital program and budget book consisting of Pages 1 through 165 and entitled "New Castle County Capital Program and Budget: Fiscal Year 2024-2029."

Adopted by County Council of  
New Castle County on:

---

President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution adopts a six-year capital program for the fiscal period beginning July 1, 2023.

**FISCAL NOTE:** This Resolution would approve the Capital Program of New Castle County for the six fiscal years from July 1, 2023 through June 30, 2029 as required by the State Code. The "New Castle County Capital Program and Budget – Fiscal Year 2024-2029 – Approved" provides detail for these projects and projects previously authorized.

Additionally, this Resolution would sunset 4 projects with no anticipated savings. These projects will no longer be active projects and accordingly are deleted from the Fiscal Year 2024 Capital Program.

The Capital Program for FY2024 through FY2029 as submitted indicates that planned capital uses/sources of funds for the years FY2024 through FY2029 would be:

|              |              |                      |                 |              |                      |
|--------------|--------------|----------------------|-----------------|--------------|----------------------|
| <b>USES:</b> | FY2024       | \$ 75,578,163        | <b>SOURCES:</b> | Bonds        | \$265,151,724        |
|              | FY2025       | \$ 41,800,284        |                 | State        | \$ 13,700,000        |
|              | FY2026       | \$ 73,521,802        |                 | General      | \$ 60,507,147        |
|              | FY2027       | \$ 61,863,370        |                 | Sewer        | \$ 27,116,132        |
|              | FY2028       | \$ 49,424,745        |                 | Other        | \$ 2,108,120         |
|              | FY2029       | \$ 66,394,759        |                 |              |                      |
|              | <b>TOTAL</b> | <b>\$368,583,123</b> |                 | <b>TOTAL</b> | <b>\$368,583,123</b> |

**EXHIBIT "A"**  
**NEW CASTLE COUNTY**  
**Projects for Continuance**  
**Fiscal Year 2024**

R23-070

| <b>PROJECT</b> | <b>PROJECT NUMBER</b> |
|----------------|-----------------------|
|----------------|-----------------------|

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**COUNTY EXECUTIVE**

|                                  |         |
|----------------------------------|---------|
| Executive GF Capital Contingency | C118933 |
|----------------------------------|---------|

**DEPARTMENT OF ADMINISTRATION**

|                          |         |
|--------------------------|---------|
| Human Resources Scanning | C122205 |
|--------------------------|---------|

|                                  |         |
|----------------------------------|---------|
| Information Systems Expansion II | C121606 |
|----------------------------------|---------|

|                   |         |
|-------------------|---------|
| Reassessment 2024 | C122101 |
|-------------------|---------|

|                              |         |
|------------------------------|---------|
| Recorder of Deeds HOA Portal | C122202 |
|------------------------------|---------|

|                          |         |
|--------------------------|---------|
| Register of Wills System | C122203 |
|--------------------------|---------|

**DEPARTMENT OF COMMUNITY SERVICES**

|                       |         |
|-----------------------|---------|
| Appoquinimink Library | C400329 |
|-----------------------|---------|

|                  |         |
|------------------|---------|
| Claymont Library | C400905 |
|------------------|---------|

|                              |         |
|------------------------------|---------|
| Surratte Pool Renovations II | C402004 |
|------------------------------|---------|

**DEPARTMENT OF PUBLIC SAFETY**

|                                  |         |
|----------------------------------|---------|
| 800 MgHZ Communication Equipment | C209229 |
|----------------------------------|---------|

|                        |         |
|------------------------|---------|
| Communications Upgrade | C201108 |
|------------------------|---------|

|                              |         |
|------------------------------|---------|
| EMS Realignment and Building | C202201 |
|------------------------------|---------|

|              |         |
|--------------|---------|
| EMS Stations | C200710 |
|--------------|---------|

|                     |         |
|---------------------|---------|
| Police Range / EVOC | C201306 |
|---------------------|---------|

|                                    |         |
|------------------------------------|---------|
| Public Safety Building Renovations | C201505 |
|------------------------------------|---------|

|                         |         |
|-------------------------|---------|
| Public Safety Equipment | C201607 |
|-------------------------|---------|

|                                       |         |
|---------------------------------------|---------|
| Public Safety Vest Protection Program | C201509 |
|---------------------------------------|---------|

**EXHIBIT "A"**  
**NEW CASTLE COUNTY**  
**Projects for Continuance**  
**Fiscal Year 2024**

R23-070

| <b>PROJECT</b> | <b>PROJECT NUMBER</b> |
|----------------|-----------------------|
|----------------|-----------------------|

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**DEPARTMENT OF PUBLIC WORKS**

**Facilities/Equipment**

|                                             |         |
|---------------------------------------------|---------|
| Army Creek Landfill Upgrade                 | C300126 |
| Brandywine Library HVAC Upgrade             | C302107 |
| Building Rehabilitation                     | C300401 |
| Building Rehabilitation 2021                | C302103 |
| City/County Building Rehabilitation         | C301401 |
| Fleet Equipment 2021                        | C302102 |
| Fleet Equipment 2022                        | C302203 |
| Garage Renovations                          | C301601 |
| General Paving                              | C309808 |
| General Roof Renovations                    | C309909 |
| Government Center Electrical Upgrade        | C302105 |
| Government Center Parking Lot               | C300711 |
| Hazardous Substances and Asbestos Abatement | C309035 |
| Inspection of Tanks Environmental Control   | C308919 |
| PAL Building Rehabilitation                 | C301713 |
| Security 2021                               | C302104 |
| Vehicle Lift System                         | C301204 |

**Parks**

|                                        |         |
|----------------------------------------|---------|
| Agricultural Preservation              | C300330 |
| Banning Park Improvements              | C302202 |
| Brandywine Springs Park Rehabilitation | C300115 |
| Carousel Park                          | C301408 |
| Delcastle Park Improvements            | C302110 |
| District Park #5                       | C300117 |
| Game Court Improvements                | C300510 |
| Game Court Improvements 2021           | C302108 |
| General Parkland Improvements          | C300509 |
| General Parkland Improvements 2021     | C302101 |
| Glasgow Regional Park                  | C309916 |
| Greenway Systems                       | C300515 |
| Historic Structure Rehabilitation      | C301701 |
| Jester Walking Path                    | C301608 |

**EXHIBIT "A"**  
**NEW CASTLE COUNTY**  
**Projects for Continuance**  
**Fiscal Year 2024**

R23-070

| <b>PROJECT</b> | <b>PROJECT NUMBER</b> |
|----------------|-----------------------|
|----------------|-----------------------|

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**DEPARTMENT OF PUBLIC WORKS (Continued)**

**Parks (Continued)**

|                                             |         |
|---------------------------------------------|---------|
| Maintenance Base Renovations                | C309809 |
| Middle Run Valley Bicycle Skills Area       | C301403 |
| Middle Run Valley Reforestation             | C301402 |
| Open Space Preservation                     | C302201 |
| Parkland Acquisition                        | C300331 |
| Pavilion Renovations                        | C309815 |
| Play Area Improvements 2021                 | C302109 |
| Rockwood Park                               | C301409 |
| Route 9 TAP Bicycle/Pedestrian Improvements | C302002 |
| Southern Regional Park                      | C300336 |
| Sports Lighting                             | C300121 |

**Sewer/Stormwater**

|                                              |         |
|----------------------------------------------|---------|
| Airport Road System Rehabilitation           | C301702 |
| Asset Management                             | C300220 |
| Backwater Valve Improvement                  | C300101 |
| Brandywine Hundred South Rehab Phase I       | C300218 |
| Brandywine Interceptor Renovation            | C301603 |
| Christiana Pump Station Upgrade              | C300615 |
| Christina River Force Main                   | C300705 |
| Countywide Drainage Problems                 | C300413 |
| Delaware City Industrial Sewer Expansion     | C301716 |
| Delaware City System Rehabilitation          | C301705 |
| Delaware City Treatment Plant Rehabilitation | C300004 |
| DelDOT Coordination Project II               | C301303 |
| DelDOT Coordination Project 2021             | C302112 |
| Edgemoor System Rehabilitation               | C301708 |
| Electrical Power Distribution Upgrade        | C300616 |
| General Sewer Improvements                   | C300622 |
| General Stormwater Improvements 2021         | C302115 |
| Glasgow Area Sewer Improvements              | C301102 |
| Holloway Terrace Outfall                     | C301801 |
| Kirkwood Trunkline Interceptor               | C301004 |
| Lea Eara Farms Treatment Plant Closure       | C301712 |

**EXHIBIT "A"**  
**NEW CASTLE COUNTY**  
**Projects for Continuance**  
**Fiscal Year 2024**

R23-070

| <b>PROJECT</b> | <b>PROJECT NUMBER</b> |
|----------------|-----------------------|
|----------------|-----------------------|

**DEPARTMENT OF PUBLIC WORKS (Continued)**

**Sewer/Stormwater (Continued)**

|                                            |         |
|--------------------------------------------|---------|
| Market Street System Rehabilitation        | C301703 |
| North Delaware Interceptor System          | C300612 |
| Port Penn System Rehabilitation            | C301709 |
| Public Works Complex                       | C300107 |
| Pump Station Rehabilitation                | C300106 |
| Pump Station Rehabilitation 2021           | C302114 |
| Pump Station Rehabilitation 2022-2023      | C302214 |
| Richardson Park Pump Station Upgrade       | C300618 |
| Richardson Park System Rehabilitation      | C301704 |
| Septage Receiving Station Upgrade          | C300708 |
| Sewer Fleet Equipment 2021                 | C302113 |
| Sewer Fleet Equipment 2022                 | C302213 |
| Sewer Repairs and Rehabilitation II        | C301304 |
| Sewer Repairs and Rehabilitation 2021      | C302111 |
| Sewer Repairs and Rehabilitation 2022-2023 | C302211 |
| Sewer System Expansion                     | C302003 |
| Southern Sewer Service Area                | C309603 |
| SR 72 Sewer Extension                      | C301902 |
| Stoney Creek Basin Rehabilitation          | C301604 |
| Stormwater Basin Renovation II             | C301305 |
| Terminal Avenue System Rehabilitation      | C301707 |
| Turkey Run Interceptor Rehabilitation      | C300224 |
| Water Farm 1 System Rehabilitation         | C301714 |
| Water Quality Improvement Plans            | C301903 |
| White Clay System Rehabilitation           | C301710 |
| Wilmington System Rehabilitation           | C301711 |

**EXHIBIT "B"**  
**NEW CASTLE COUNTY**  
**Projects to Sunset Fiscal Year End 2023**

**DEPARTMENT OF PUBLIC WORKS**

|         |                                        |          |
|---------|----------------------------------------|----------|
| C122207 | Cyber Security                         | Complete |
| C122210 | Technology Enhancements 2022           | Complete |
| C401205 | Route 9 Community Library              | Complete |
| C300005 | Brandywine Hundred North Rehab Phase I | Complete |

Introduced by: Mr. Sheldon

Date of introduction: May 9, 2023

**ORDINANCE NO. 23-054**

**APPROPRIATE \$190,000 FROM THE GARSTIN TRUST PORTFOLIO TO THE  
GARSTIN TRUST FUND IN ORDER TO FUND PARK MAINTENANCE FOR FISCAL  
YEAR 2024, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC WORKS**

**WHEREAS**, Geoffrey Smith Garstin was a prominent and successful employee of the Dupont Company; and

**WHEREAS**, Mr. Garstin and his wife, Ann Nields Garstin, were civic-minded citizens especially devoted to the parks of New Castle County; and

**WHEREAS**, Mr. and Mrs. Garstin established in their wills a residuary trust, a portion of which was to be given to New Castle County free from trust as a memorial to Mr. and Mrs. Garstin, with the income from this endowment to be used for the care, maintenance, and upkeep of parks under New Castle County jurisdiction; and

**WHEREAS**, the Garstin Trust portfolio has a balance of \$3,454,100.50 as of March 31, 2023; and

**WHEREAS**, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order prosperity and/or welfare of the present and future inhabitants of this State).

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

Section 1. The Garstin Trust Fund is hereby amended by adding the material underscored and deleting the material bracketed and stricken on the attached Exhibit "A."

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

Section 3. The provisions of this Ordinance shall become effective on July 1, 2023.

Adopted by County Council of  
New Castle County on:

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President of County Council  
of New Castle County

Approved on:

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County Executive  
New Castle County

**SYNOPSIS:** Appropriate \$190,000 from the Garstin Trust portfolio to the Garstin Trust Fund to fund park maintenance for Fiscal Year 2024, to be administered by the Department of Public Works. The provisions in this Ordinance shall become effective July 1, 2023.

**FISCAL NOTE:** This Ordinance, if approved, would amend the Garstin Trust Fund by appropriating funding for FY2024 as follows:

|                                 |                         |
|---------------------------------|-------------------------|
| Increase Materials and Supplies | 70,000                  |
| Increase Contractual Services   | 120,000                 |
| <b>TOTAL</b>                    | <b><u>\$190,000</u></b> |

This appropriation is administered by the Department of Public Works.

Mr. and Mrs. Garstin established in their wills a residuary trust, a portion of which was given to New Castle County free from trust for the care, maintenance, and upkeep of parks under New Castle County jurisdiction. As of March 31, 2023, the balance of the endowment account was \$3,454,100.50.

The fiscal impact of this Ordinance, if approved, would be an increase in the authorized spending authority of the Garstin Trust Fund by \$190,000.

DEPARTMENT: Public Works

EXHIBIT "A"

PROGRAM TITLE Garstin Trust Fund

Ordinance No. 23-054

Garstin Trust Portfolio: \$[5,370,000] 5,560,000

| Object<br>Level | Federal |         | County  |         | Program Income |         | Other       |                  | Total       |                  |
|-----------------|---------|---------|---------|---------|----------------|---------|-------------|------------------|-------------|------------------|
|                 | Initial | Revised | Initial | Revised | Initial        | Revised | Initial     | Revised          | Initial     | Revised          |
| 1000            |         |         |         |         |                |         |             |                  |             |                  |
| 1500            |         |         |         |         |                |         |             |                  |             |                  |
| 2000            |         |         |         |         |                |         |             |                  |             |                  |
| 3000            |         |         |         |         |                |         |             |                  |             |                  |
| 4000            |         |         |         |         |                |         | [1,125,000] | <u>1,195,000</u> | [1,125,000] | <u>1,195,000</u> |
| 5000            |         |         |         |         |                |         | [4,245,000] | <u>4,365,000</u> | [4,245,000] | <u>4,365,000</u> |
| 6000            |         |         |         |         |                |         |             |                  |             |                  |
| 7000            |         |         |         |         |                |         |             |                  |             |                  |
| 8000            |         |         |         |         |                |         |             |                  |             |                  |
| 9000            |         |         |         |         |                |         |             |                  |             |                  |
| Total:          |         |         |         |         |                |         | [5,370,000] | <u>5,560,000</u> | [5,370,000] | <u>5,560,000</u> |

**Supplemental Information**

Estimated Program Initiation 7/1/2005

Estimated Program Completion ongoing

In-Kind Match -0-

Found in

Code #

Ordinance Passed: 05-042, 06-088, 07-083,  
08-065, 09-039, 10-058, 11-058, 12-066,  
13-041, 14-055, 15-065, 16-060, 17-020, 18-046,  
19-040, 20-042, 21-060, 22-056

Date Revised: 05/10/2005, 08/22/2006, 06/26/2007,  
05/27/2008, 06/23/2009, 05/25/2010, 06/14/2011  
06/12/2012, 5/31/2013, 6/17/2014, 6/23/2015, 06/29/2016  
04/11/2017, 5/22/2018, 4/30/2019, 4/28/2020, 4/13/2021,  
5/24/2022

PROGRAM DESCRIPTION:

The Garstin Trust Fund provides for the care, maintenance, and upkeep of New Castle County parks.

[5/10/2022] 5/9/2023

Introduced by: Mr. Sheldon, Ms. Durham  
Date of introduction: May 9, 2023

**ORDINANCE NO. 23-055**

**AMEND THE FY2023 CAPITAL PROGRAM AND BUDGET: APPROPRIATE \$55,340  
IN FUNDING RECEIVED FROM THE STATE OF DELAWARE FISCAL YEAR 2023 BOND  
AND CAPITAL IMPROVEMENTS ACT TO THE DEPARTMENT OF PUBLIC WORKS,  
JESTER WALKING PATH CAPITAL PROJECT**

**WHEREAS**, the Department of Public Works has received documentation certifying that the State of Delaware Fiscal Year 2023 Bond and Capital Improvements Act (151st General Assembly, House Bill 475, signed into law June 30, 2022) has appropriated \$55,340 to New Castle County from the State of Delaware, Department of Transportation (DelDOT) through the Community Transportation Fund (CTF); and

**WHEREAS**, the funding is for improvements on Justin Lane from Hanby Elementary to Jester Park.

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

Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2022 is hereby amended by deleting the material that is stricken and adding the material that is underscored on the attached Exhibit "A."

Section 2. The Capital Program Resolution for the fiscal year beginning July 1, 2022 is hereby amended by adding the material on the attached Exhibit "B," which shall be considered underscored in its entirety.

Section 3. State funding in the amount of \$55,340 is appropriated to the Department of Public Works, Jester Walking Path Capital Project for improvements on Justin Lane from Hanby Elementary to Jester Park.

Section 3. 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  
New Castle County

**SYNOPSIS:** This Ordinance, if approved, will appropriate \$55,340 in funding received from the State of Delaware Fiscal Year 2023 Bond and Capital Improvements Act (151<sup>st</sup> General Assembly, House Bill 475, signed into law June 30, 2022) to the Jester Walking Path Capital Project for improvements on Justin Lane from Hanby Elementary to Jester Park.

**FISCAL NOTE:** This Ordinance, if approved, will amend the FY2023 Capital Budget by appropriating \$55,340 in funding received from the State of Delaware Fiscal Year 2023 Bond and Capital Improvements Act (151<sup>st</sup> General Assembly, House Bill 475, signed into law June 30, 2022) to the Jester Walking Path Capital Project.

The revised FY2023 Capital Budget amount for the Jester Walking Path Capital Project will be \$380,340.

The revised FY2023 New Castle County Capital Budget grand total will be \$56,471,591.

**EXHIBIT "A"**  
**NEW CASTLE COUNTY**  
**CAPITAL BUDGET - FY2023**

22-055

**DEPARTMENT OF ADMINISTRATION**

|                                  |    |           |
|----------------------------------|----|-----------|
| Human Resources Scanning         | \$ | 200,000   |
| Information Systems Expansion II |    | 1,075,000 |
| Reassessment 2024                | \$ | 7,000,000 |
| Recorder of Deeds HOA Portal     |    | 31,500    |
|                                  |    | <hr/>     |
| Subtotal                         | \$ | 8,306,500 |

**DEPARTMENT OF COUNTY EXECUTIVE**

|                                  |    |         |
|----------------------------------|----|---------|
| Executive SF Capital Contingency | \$ | 500,000 |
|                                  |    | <hr/>   |
| Subtotal                         | \$ | 500,000 |

**DEPARTMENT OF COMMUNITY SERVICES**

|                  |    |            |
|------------------|----|------------|
| Claymont Library | \$ | (755,992)  |
| Newark Library   | \$ | 17,000,000 |
|                  |    | <hr/>      |
| Subtotal         | \$ | 16,244,008 |

**DEPARTMENT OF PUBLIC SAFETY**

|                                       |    |           |
|---------------------------------------|----|-----------|
| Cardiac Monitors 2023                 | \$ | 472,000   |
| Police Range / EVOC                   |    | 4,999,670 |
| Public Safety Equipment               |    | 416,000   |
| Public Safety Vest Protection Program |    | 235,061   |
|                                       |    | <hr/>     |
| Subtotal                              | \$ | 6,122,731 |

**DEPARTMENT OF PUBLIC WORKS**

**Facilities/Equipment**

|                                 |    |             |
|---------------------------------|----|-------------|
| Army Creek Landfill Upgrade     | \$ | 275,000     |
| Brandywine Library HVAC Upgrade |    | 2,000,000   |
| Fleet Equipment 2021            |    | (604,876)   |
| Fleet Equipment 2023            |    | 5,645,858   |
| General Paving                  |    | 200,000     |
| Government Center Parking Lot   |    | (1,375,000) |
|                                 |    | <hr/>       |
| Subtotal                        | \$ | 6,140,982   |

**EXHIBIT "A"**  
**NEW CASTLE COUNTY**  
**CAPITAL BUDGET - FY2023**

22-055

**DEPARTMENT OF PUBLIC WORKS (Continued)**

**Parks**

|                                               |                       |    |                   |
|-----------------------------------------------|-----------------------|----|-------------------|
| Agricultural Preservation                     |                       | \$ | 1,722             |
| Banning Park Improvements                     |                       |    | 900,000           |
| Community Redevelopment and Reinvestment 2023 |                       |    | 912,089           |
| Game Court Improvements 2021                  |                       |    | 1,000,000         |
| General Parkland Improvements                 |                       |    | (570,000)         |
| General Parkland Improvements 2021            |                       |    | 1,570,000         |
| Greenway Systems                              |                       |    | 1,690,300         |
| Jester Walking Path                           | <del>325,000</del>    |    | <u>380,340</u>    |
| Middle Run Valley Reforestation               |                       |    | 65,000            |
| Open Space Preservation                       |                       |    | 1,000,000         |
| Play Area Improvements 2021                   |                       |    | 200,000           |
| Southern Regional Park                        |                       |    | <u>4,500,000</u>  |
| Subtotal                                      | <del>11,594,111</del> | \$ | <u>11,649,451</u> |

**Sewer/Stormwater**

|                                           |  |    |                |
|-------------------------------------------|--|----|----------------|
| Airport Road System Rehabilitation        |  | \$ | 1,250,000      |
| Asset Management                          |  |    | 100,000        |
| Backwater Valve Improvement               |  |    | 50,000         |
| Brandywine Hundred South Rehabilitation   |  |    | (76,089)       |
| Christina River Force Main                |  |    | (1,340,995)    |
| Countywide Drainage                       |  |    | 500,000        |
| DelDOT Coordination Project II            |  |    | (148,920)      |
| DelDOT Coordination Project 2021          |  |    | 153,727        |
| General Sewer Improvements                |  |    | 396,153        |
| General Stormwater Improvements           |  |    | (393,415)      |
| General Stormwater Improvements 2022      |  |    | 180,806        |
| Market Street Rehabilitations (Bridge #9) |  |    | 1,500,000      |
| Public Works Complex                      |  |    | 215,000        |
| Pump Station Rehabilitation 2021          |  |    | (600,000)      |
| Pump Station Rehabilitation 2022-2023     |  |    | 1,600,000      |
| Septage Receiving Station Upgrade         |  |    | 525,000        |
| Sewer Fleet Equipment 2021                |  |    | (509,680)      |
| Sewer Fleet Equipment 2023                |  |    | 2,259,634      |
| Sewer System Expansion                    |  |    | 500,000        |
| Stormwater Basin Renovation               |  |    | (3,302)        |
| Water Quality Improvement Plans           |  |    | 1,250,000      |
| Wilmington System Rehabilitation          |  |    | <u>100,000</u> |
| Subtotal                                  |  | \$ | 7,507,919      |

**CAPITAL BUDGET TOTAL**

|                       |                             |
|-----------------------|-----------------------------|
| <del>56,416,251</del> | <u><u>\$ 56,471,591</u></u> |
|-----------------------|-----------------------------|

**EXHIBIT B****PROJECT PROFILES  
PUBLIC WORKS - PARKS (continued)**

| Project Name (Number): Jester Walking Path (C301608)                           |              |            |                        |              |                   |
|--------------------------------------------------------------------------------|--------------|------------|------------------------|--------------|-------------------|
| Description: Construction of paved loop trail around perimeter of Jester Park. |              |            | Council Districts: All |              |                   |
| Funding Schedule                                                               |              |            |                        |              |                   |
|                                                                                | Bonds        | Federal    | State                  | Other        | Total             |
| Prior Authorizations                                                           | \$ 800,000   | \$ -       | \$ 275,000             |              | \$ 1,075,000      |
| FY2023                                                                         | 325,000      | -          | _____                  |              | _____325,000      |
|                                                                                | -            |            | _____55,340            |              | _____380,340      |
| FY2024                                                                         | -            | -          | -                      | -            | -                 |
| FY2025                                                                         | -            | -          | -                      | -            | -                 |
| FY2026                                                                         | -            | -          | -                      | -            | -                 |
| FY2027                                                                         | -            | -          | -                      | -            | -                 |
| FY2028                                                                         | -            | -          | -                      | -            | -                 |
| Future Years                                                                   | -            | -          | -                      | -            | -                 |
| Total                                                                          | \$ 1,125,000 | \$ -       | \$ _____275,000        | \$ -         | \$ _____1,400,000 |
|                                                                                |              | \$ 330,340 |                        | \$ 1,455,340 |                   |
| Available Authorizations:                                                      |              | \$ 792,265 |                        |              |                   |
| Available Funding:                                                             |              | \$ 302,679 |                        |              |                   |
| Operating Budget Impact:                                                       |              | \$ 715     |                        |              |                   |

\*Available Authorizations / Funding as of February 28, 2022, net of obligations.

**FY2023 Activity:**

Construction of park path, creation of meadowed areas, site interpretation. Improvements on Justin Lane from Hanby Elementary to Jester Park.

**Future Activity:**

No activity planned.

**ORDINANCE NO. 23-039**

**THE ANNUAL REVENUE ORDINANCE OF NEW CASTLE COUNTY  
FOR FISCAL YEAR 2024 BEGINNING JULY 1, 2023**

**WHEREAS**, it has been certified to the County Council that the total value of all real property in the County which has been assessed and is subject to taxation is \$20,138,711,181 net of tax abatements.

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

Section 1. A tax upon all of the real property in New Castle County is hereby established and levied at the rate of 25.23 cents for each one hundred dollars of assessed valuation (based on 100 percent of July 1, 1983 fair market value) for the fiscal year beginning July 1, 2023, and ending June 30, 2024, to pay the costs of the General Operating Budget.

Section 2. A tax upon the real property in the following listed areas of New Castle County at the following listed rates for each one hundred dollars of assessed valuation is hereby established and levied for the fiscal year beginning July 1, 2023, and ending June 30, 2024, to pay costs under the Local Service Function Budget.

| <b><u>Location</u></b>                                                                          | <b><u>Tax Rate in Cents<br/>Per \$100 of<br/>Assessed Valuation</u></b> |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Those portions of New Castle County not within any of the following incorporated municipalities | 55.31                                                                   |
| Arden                                                                                           | 48.39                                                                   |
| Ardencroft                                                                                      | 48.89                                                                   |
| Ardentown                                                                                       | 49.09                                                                   |
| Bellefonte                                                                                      | 54.15                                                                   |
| Delaware City                                                                                   | 24.25                                                                   |
| Elsmere                                                                                         | 12.98                                                                   |
| Middletown                                                                                      | 5.16                                                                    |
| Newark                                                                                          | 0.00                                                                    |
| New Castle                                                                                      | 10.20                                                                   |
| Newport                                                                                         | 11.20                                                                   |
| Odessa                                                                                          | 11.20                                                                   |
| Townsend                                                                                        | 7.34                                                                    |
| Wilmington                                                                                      | 0.00                                                                    |

Section 3. A tax upon the real property in the light districts in New Castle County established pursuant to 9 Del. C. c. 21, is hereby established and levied for light districts at the following rates for each one hundred dollars of assessed valuation for the fiscal year beginning July 1, 2023, and ending June 30, 2024 to pay the cost of street and highway illumination:

| <u>Light Code</u>                              | <u>Light District Installations</u> | <u>Tax Rate in Cents<br/>Per \$100 of<br/>Assessed Valuation</u> |
|------------------------------------------------|-------------------------------------|------------------------------------------------------------------|
| <b><i>High Pressure Sodium (HPS) Units</i></b> |                                     |                                                                  |
| TRL1                                           | Cobra (formerly Incandescent)       | 0.99                                                             |
| TRLA                                           | Cobra (formerly Mercury)            | 9.840                                                            |
| TRLQ                                           | Metal Pole                          | 17.490                                                           |
| TRLC                                           | Traditionaire                       | 13.810                                                           |
| TRLT                                           | Limited Installation                | 6.790                                                            |
| TRLU                                           | Turn of the Century                 | 15.550                                                           |
| <b><i>Light Emitting Diode (LED) Units</i></b> |                                     |                                                                  |
| TRLO                                           | Cobra                               | 10.98                                                            |
| TRLM                                           | Traditionaire                       | 18.30                                                            |
| TRLN                                           | Granville                           | 19.00                                                            |

Section 4. A tax upon the full annual cost established pursuant to 9 Del. C. § 1339, is hereby established and levied for crossing guards by school district at the following rates for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

| <u>Crossing Guard Rates</u>   | <u>Tax Rates in Cents<br/>Per \$100 of<br/>Assessed Valuation</u> |
|-------------------------------|-------------------------------------------------------------------|
| Appoquinimink School District | 1.949                                                             |
| Brandywine (Area I)           | 2.055                                                             |
| Christina (Area III)          | 2.236                                                             |
| Colonial (Area IV)            | 1.812                                                             |
| Red Clay (Area II)            | 2.242                                                             |

Section 5. Fees and charges not specified in this Ordinance shall be heretofore or hereafter established.

Section 6. Fees, fines, forfeitures, penalties, assessments, charges, receipts and income, together with needed reserves and available cash balances, shall be included in the receipts of New Castle County as collected during the fiscal year beginning July 1, 2023, and ending June 30, 2024.

Section 7. The effective date for the provisions in this Ordinance shall be July 1, 2023.

Section 8. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 Del. C. § 1156.

Adopted by Council of  
New Castle County on:

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President of Council  
of New Castle County

Approved on:

---

County Executive  
New Castle County

**SYNOPSIS:** This Ordinance is the Annual Revenue Ordinance for Fiscal Year 2024.

Section 1 establishes a General Operating property tax rate in New Castle County.

Section 2 establishes the Local Service Function property tax rates in the listed areas of New Castle County.

Section 3 establishes the tax rates in the light districts of New Castle County.

Section 4 establishes the tax rates for school crossing guards.

Section 5 provides that fees and charges not specifically addressed in this Ordinance can be established at some future time.

Section 6 provides that other receipts and funding sources shall be included in the revenue of New Castle County collected during Fiscal Year 2024 to be used in accordance with the budget Ordinance.

**FISCAL NOTE:** This Ordinance proposes Fiscal Year 2024 tax rates which in conjunction with other anticipated sources of revenue are estimated to yield sufficient revenue to balance the proposed Fiscal Year 2024 Operating Budget.

These proposed real property tax rates applied to estimated taxable assessments and estimated quarterly additions (net of exemptions) are anticipated to yield approximately \$137,640,000.

The proposed light district tax rates, as cited in Section 3, are anticipated to yield revenues of \$8,081,677. These revenues, together with prior year tax collections and the use of available cash balances, are estimated to support direct street lighting expenses plus overhead.

The proposed school crossing guard tax rates, as set forth in Section 4, are anticipated to yield revenues of \$3,717,082. These revenues, together with prior year tax collections and the use of available cash balances, are estimated to support direct crossing guard expenses plus overhead.

This Ordinance, as proposed, has no explicit fiscal impact upon the next two fiscal years as the rates are legislated annually by County Council.

**ORDINANCE NO. 23-040**

**CALCULATION OF SEWER SERVICE CHARGES EFFECTIVE JULY 1, 2023  
FOR FISCAL YEAR 2024**

**WHEREAS**, in accordance with *New Castle County Code* Chapter 38 (“Utilities”), Article 2 (“Sewers and Sewage Disposal”), Division 38.02.500 (“Sewer services charges”), Section 38.02.503 (“Schedule generally”), County Council must adopt applicable unit charges for sewer service.

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

Section 1. County Council adopts the following sewer unit charges for Fiscal Year 2024:

The following unit charges shall be effective other than for certain contract users:

|                                   |     |
|-----------------------------------|-----|
| \$5.034399/1000 gallons flow rate | (q) |
| \$0.416813/lb. BOD                | (b) |
| \$0.566035/lb. SS                 | (s) |

The rates for certain contract users shall be as follows:

|                                   |     |
|-----------------------------------|-----|
| \$3.422731/1000 gallons flow rate | (q) |
| \$0.416813/lb. BOD                | (b) |
| \$0.566035/lb. SS                 | (s) |

The Equivalent Dwelling Unit (EDU) rates shall be as follows:

| Meter Size                                                                                           | EDU   | Fixed Charge<br>@ \$100 / EDU |
|------------------------------------------------------------------------------------------------------|-------|-------------------------------|
| 1/2” or 5/8”                                                                                         | 1.0   | \$25*                         |
| 3/4”                                                                                                 | 1.5   | \$150                         |
| 1”                                                                                                   | 2.5   | \$250                         |
| 1 1/2”                                                                                               | 5.0   | \$500                         |
| 2.0                                                                                                  | 8.0   | \$800                         |
| 3.0                                                                                                  | 15.0  | \$1,500                       |
| 4.0                                                                                                  | 25.0  | \$2,500                       |
| 6.0                                                                                                  | 50.0  | \$5,000                       |
| 8.0                                                                                                  | 80.0  | \$8,000                       |
| 10.0                                                                                                 | 115.0 | \$11,500                      |
| * For Fiscal Year 2024, the base rate of \$100/EDU has been discounted by 75% for meters up to 5/8”. |       |                               |

Section 2. Pursuant to Section 38.02.503.F., the annual minimum charge for sewer service shall be fifty-six dollars (\$56.00).

Section 3. The effective date for the provisions in this Ordinance shall be July 1, 2023.

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

Adopted by Council of  
New Castle County on:

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President of Council  
of New Castle County

Approved on:

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County Executive  
New Castle County

**SYNOPSIS:** This Ordinance establishes sewer service charges effective July 1, 2023, for Fiscal Year 2024.

**FISCAL NOTE:** This Ordinance proposes the adoption of the Fiscal Year 2024 sewer user rates which, in conjunction with other related sources of revenue, are estimated to yield sufficient revenue to balance the Fiscal Year 2024 sewer fund budget.

If adopted, this Ordinance would establish a Fiscal Year 2024 composite (flow \$5.034399 + (BOD \$0.416813 X 1.2510 (flow factor) = \$0.5214325) + (SS \$0.566035 X 1.5429 (flow factor) = \$0.8733356)) residential flow rate of \$6.42917 per 1,000 billable gallons. The composite rate remains unchanged from the FY2023 composite rate.

The rates contained in this Ordinance would, if adopted, be applied to all user classes, including \$7,400,000 for EDU as follows:

| User Classification                    | Number of Users | Gross Billing              |
|----------------------------------------|-----------------|----------------------------|
| Residential                            | 125,980         | \$37,810,760               |
| Industrial                             | 21              | \$10,525,723               |
| Commercial                             | 3,734           | \$15,080,819               |
| Apartment                              | 227             | \$8,910,330                |
| Contract                               | 5               | \$6,173,414                |
| Gross Billing                          | <b>129,967</b>  | <b>\$78,501,046</b>        |
| Less Allowance for Delinquent Accounts |                 | <u>(\$3,025,546)</u>       |
| Net Billing                            |                 | <b><u>\$75,475,500</u></b> |

Introduced by: Mr. Smiley, Mr. Cartier  
Date of introduction: April 11, 2023

**ORDINANCE NO. 23-041**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF  
NEW CASTLE COUNTY FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL  
PROJECTS APPROVED IN THE FISCAL YEAR 2024 CAPITAL BUDGET**

**WHEREAS**, Chapter 22 of Title 9 of the *Delaware Code*, as amended, authorizes New Castle County to plan, acquire, purchase, construct, reconstruct, improve, better, extend, maintain and operate sewerage systems therein defined, and the County Council of New Castle County has determined to extend existing sewerage systems now maintained by the County by rehabilitating and constructing local sewer projects and to improve existing sewer systems, pump stations, treatment plant sites, and facilities; and,

**WHEREAS**, Chapter 39 of Title 7 of the *Delaware Code*, as amended, authorizes New Castle County to carry out preventive and control measures and works of improvement for the prevention of erosion, floodwater, and sediment damages, and the County Council of New Castle County determines to construct, improve, and develop stormwater courses and facilities; and,

**WHEREAS**, Section 1163 of Title 9 of the *Delaware Code* authorizes New Castle County to issue bonds to finance the cost of any object, program or purpose for which New Castle County may raise, appropriate or expend money, and the County Council of New Castle County determines to expend money for various facilities and services; and,

**WHEREAS**, Subchapter III, of Chapter 13 of Title 9 of the *Delaware Code*, as amended, authorizes New Castle County to develop plans for buildings/facilities, parks, open spaces, natural areas and greenways within the County. Said plans provide for the acquisition of land for the development of parks and recreation facilities and the improvement and development of existing parks and buildings/facilities. The County has deemed it necessary to implement such plans for development and improvements.

**NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:** (10/13<sup>th</sup> of all the members elected to the County Council concurring therein):

Section 1. New Castle County shall authorize the issuance of its negotiable bonds in the maximum aggregate net principal amount of \$52,286,724 to finance projects approved in the FY2024 Capital Budget (the maximum aggregate principal amount of the bonds to be issued for each purpose is set out in the following schedule):

| <b><u>PURPOSE</u></b>              | <b><u>BOND AUTHORIZATIONS<br/>MAXIMUM AGGREGATE<br/>PRINCIPAL AMOUNT</u></b> |
|------------------------------------|------------------------------------------------------------------------------|
| (A) Sanitary Facilities/Stormwater | \$ 10,006,576                                                                |
| (B) Facilities/Equipment           | 9,225,000                                                                    |
| (C) Parks                          | 13,200,000                                                                   |
| (D) Community Services             | 13,910,000                                                                   |
| (E) Public Safety                  | 2,445,148                                                                    |
| (F) Administration                 | 3,000,000                                                                    |
| (G) Executive                      | 500,000                                                                      |
| <b>TOTAL BOND AUTHORIZATIONS</b>   | <b><u>\$52,286,724</u></b>                                                   |

Section 2. The monies raised by the issuance of the bonds hereby authorized after the payment of the charges and expenses connected with the preparation, sale, and issuance thereof shall be held in separate accounts and shall be expended only for the purposes for which said bonds have been authorized, or for the payment of the principal of, and interest on, temporary loans made in anticipation of the sale of such bonds.

Section 3. The effect of the bonded indebtedness hereby authorized upon the total bonded indebtedness of New Castle County is as shown on the attached fiscal note, Exhibit "A".

Section 4. It is hereby determined and declared that the normal life of said improvements is not less than three (3) years (§ 1163 of Title 9 of the *Delaware Code*).

Section 5. In accordance with Treasury Reg. § 1.150-2, the County hereby states its intentions that a portion of the proceeds of the bonds authorized hereunder will be used to reimburse itself for expenditures paid prior to the date of issuance of the bonds. All capitalized terms used herein and not otherwise defined have the same meaning as ascribed to them in Treasury Reg. § 1.150-2.

All original expenditures to be reimbursed will be capital expenditures (as defined in Treasury Reg. Sec. 1.150-1(b)) and other amounts permitted to be reimbursed pursuant to Treasury Reg. Sec. 1.150-2(d)(3) and (f). The County intends to reimburse the original expenditures through the County's incurrence of debt to be evidenced by the bonds. The description of the type and use of the property for which the original expenditure to be fully or partially reimbursed is to be paid is: costs relating to the projects as defined in Section 3 hereof. The maximum principal amount of the bonds to be issued to reimburse the costs of said projects paid prior to their issuance and to complete said projects is a net \$52,286,724 including the costs of issuance of the bonds.

Once the bonds are issued, the County shall allocate bond proceeds to reimburse a prior expenditure by making the allocation on its books and records maintained with respect to the bonds; provided that such costs to be reimbursed were paid not more than 60 days prior to the date hereof. Such allocations shall specifically identify the actual original expenditure to be reimbursed. Such allocations shall occur not later than 18 months after the later of (i) the date on which the original expenditure is paid, or (ii) the date the project is placed in service or abandoned, but in no event more than 3 years after the original expenditure is paid. If the bonds are issued before the expiration of the period prescribed in the preceding sentence, then the reimbursement allocation shall occur not later than the date of bonds are issued.

The bond proceeds used to reimburse the County for original expenditures will not be used within 1 year after the allocation in a manner that results in the creation of replacement proceeds (as defined in Treasury Reg. § 1.148-1) for the bonds authorized hereunder or for other bonds. The County will not use the proceeds of bonds to reimburse, refinance or refund an original expenditure paid by another obligation (either tax-exempt or taxable).

Section 6. Continuing Disclosure. The County covenants for the benefit of holders of any bonds that it issues in the public markets, whether pursuant to this Ordinance or otherwise, that, so long as any such bonds are outstanding, it will file, or cause to be filed, all financial information, operating data and notices of events, actions or failure to act, with such persons and entities and at such times as may be necessary to comply with the requirements of Rule 15c2-12(b) (5) of the Securities Exchange Act of 1934 with respect to such bonds. The Chief Financial Officer shall by Resolution adopted in connection with the issuance of such bonds specify the specific actions that the County shall be obligated to undertake to comply

with this Section. Upon approval of the County Executive, the Chief Financial Officer is hereby authorized to take such other actions, by contract with a fiscal agent or otherwise, as such official shall deem appropriate to cause the County to comply with this Section.

Section 7. The effective date for the provisions in this Ordinance shall be July 1, 2023.

Section 8. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Adopted by County Council of  
New Castle County on:

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President of County Council  
of New Castle County

Approved on:

---

County Executive  
New Castle County

**SYNOPSIS:** This Ordinance will authorize New Castle County to issue bonds in the net amount of \$52,286,724 to finance projects approved in the Fiscal Year 2024 Capital Budget.

**FISCAL NOTE:** See attached Exhibit “A” for fiscal impact of this Ordinance.

## EXHIBIT "A"

**FISCAL NOTE:** This Ordinance will authorize County Bonds in the maximum aggregate principal amount (net of issuance costs) of \$52,286,724.

The fiscal impact of this Ordinance, if approved, is demonstrated on a pro-forma basis below:

| <u>Previous Authorizations</u>                                   | <u>Principal</u>     | <u>Interest</u>                  | <u>Total</u>         |
|------------------------------------------------------------------|----------------------|----------------------------------|----------------------|
| Authorized and Issued Bonds <sup>(1)</sup><br>(2/28/2023)        | \$531,235,000        | \$166,321,641                    | \$697,556,641        |
| Authorized and Unissued Bonds<br>(2/28/2023)                     | <u>82,069,680</u>    | <u>34,469,265</u> <sup>(2)</sup> | <u>116,538,945</u>   |
| Total Previous Authorizations                                    | 613,304,680          | 200,790,907                      | 814,095,586          |
| Proposed Net Authorizations <sup>(3)</sup><br>by the Ordinance   | 52,286,724           | 21,960,424 <sup>(2)</sup>        | 74,247,148           |
| Total Previous Authorizations<br>and Proposed Net Authorizations | <u>\$665,591,404</u> | <u>\$222,751,331</u>             | <u>\$888,342,734</u> |

The following State Revolving Fund loans are not included in the above totals:

|                                              |                     |                            |                     |
|----------------------------------------------|---------------------|----------------------------|---------------------|
| Authorized and Issued Bonds<br>(2/28/2023)   | \$24,496,871        | \$4,454,213 <sup>(4)</sup> | \$28,951,084        |
| Authorized and Unissued Bonds<br>(2/28/2023) | 3,611,802           | 800,083 <sup>(4)</sup>     | 4,411,885           |
| Total Previous Authorizations                | <u>\$28,108,673</u> | <u>\$5,254,296</u>         | <u>\$33,362,969</u> |

<sup>(1)</sup> These amounts have been adjusted to reflect retired principal and interest through 4/30/23.

<sup>(2)</sup> Interest is computed at 4.0 percent.

<sup>(3)</sup> Assuming a constant principal amount of \$2,614,336.20 over a term of twenty years, total debt service for the \$52,286,724 would be \$21,960,424.

<sup>(4)</sup> Interest is from DNREC's estimated future repayment schedule. Interest rates for various loans are 2.00, 2.394 and 2.601 percent.

**ORDINANCE NO. 23-042**

**THE CAPITAL BUDGET ORDINANCE OF NEW CASTLE COUNTY  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023**

**WHEREAS**, Chapter 22 of Title 9 of the *Delaware Code*, as amended, authorizes New Castle County to plan, acquire, purchase, construct, reconstruct, improve, better and extend, and maintain and operate sewerage systems therein defined, and the County Council of New Castle County has determined to extend existing sewerage systems now maintained by the County by rehabilitating and constructing local sewer projects and to improve existing sewer systems, pump stations, treatment plant sites, and facilities; and

**WHEREAS**, Chapter 39 of Title 7 of the *Delaware Code*, as amended, authorizes New Castle County to carry out preventive and control measures and works of improvement for the prevention of erosion, floodwater, and sediment damages, and the County Council of New Castle County determines to construct, improve, and develop stormwater courses and facilities; and

**WHEREAS**, Section 1163 of Title 9 of the *Delaware Code* authorizes New Castle County to issue bonds to finance the cost of any object, program or purpose for which New Castle County may raise, appropriate or expend money, and the County Council of New Castle County determines to expend money for various facilities and services; and

**WHEREAS**, Subchapter III, Chapter 13 of Title 9 of the *Delaware Code*, as amended, authorizes New Castle County to develop plans for buildings/facilities, parks, open spaces, natural areas and greenways within the County. Said plans provide for the acquisition of land for the development of parks and recreation facilities and the improvements and development of existing parks and buildings/facilities. The County has deemed it necessary to implement such plans for development and improvements.

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

Section 1. Exhibit "A", entitled "Capital Budget – FY2024" consisting of two (2) pages, dated March 31, 2023, attached hereto and made a part hereof, is hereby adopted as the Capital Budget of New Castle County for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

Section 2. The projects listed on Exhibit "B," entitled "Projects to Sunset Fiscal Year End 2023" will sunset in accordance with Key Financial Policy (KFP) #1 on June 30, 2023. All unexpended appropriations and bond authorizations on June 30, 2023, will be deauthorized. Any encumbrances will remain open until liquidated.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Section 4. The effective date for the provisions in this Ordinance shall be July 1, 2023.

Adopted by County Council of  
New Castle County on:

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President of County Council  
of New Castle County

Approved on:

---

County Executive  
New Castle County

**SYNOPSIS:** This Ordinance is the Capital Budget Ordinance for the Fiscal Year 2024, authorizing capital spending of \$75,578,163 for 53 County projects. This Ordinance also will deauthorize the projects on Exhibit "B" and the corresponding available appropriations and bond authorizations on June 30, 2023.

**FISCAL NOTE:** The Capital Budget Ordinance for Fiscal Year 2024 authorizes capital spending of \$75,578,163 for various projects. A companion Ordinance authorizing the issuance of General Obligation Bonds of \$52,286,724 to fund the Capital Budget must be adopted.

In addition, this Ordinance sunsets 4 capital projects, effective June 30, 2023. Projects are listed on Exhibit "B".

**EXHIBIT "A"**  
**NEW CASTLE COUNTY**  
**CAPITAL BUDGET - FY2024**

23-042

**DEPARTMENT OF ADMINISTRATION**

|                             |              |
|-----------------------------|--------------|
| Land Use Information System | \$ 3,000,000 |
| Subtotal                    | \$ 3,000,000 |

**DEPARTMENT OF COUNTY EXECUTIVE**

|                                  |            |
|----------------------------------|------------|
| Executive GF Capital Contingency | \$ 500,000 |
| Executive SF Capital Contingency | 250,000    |
| Subtotal                         | \$ 750,000 |

**DEPARTMENT OF COMMUNITY SERVICES**

|                                  |               |
|----------------------------------|---------------|
| Absalom Jones Senior Center Kiln | \$ 85,000     |
| Appoquinimink Library            | \$ 7,000      |
| Newark Library                   | \$ 19,200,000 |
| Surratte Pool Renovations        | 125,000       |
| Subtotal                         | \$ 19,417,000 |

**DEPARTMENT OF PUBLIC SAFETY**

|                                       |              |
|---------------------------------------|--------------|
| 800MgHZ Communications Equipment      | \$ 950,000   |
| Cardiac Monitor 2023                  | \$ 945,148   |
| Communications Upgrade                | 550,000      |
| Public Safety Equipment               | 91,000       |
| Public Safety Vest Protection Program | 201,840      |
| Subtotal                              | \$ 2,737,988 |

**DEPARTMENT OF PUBLIC WORKS**

**Facilities/Equipment**

|                                      |               |
|--------------------------------------|---------------|
| Building Rehabilitation 2021         | \$ 3,000,000  |
| Electric Vehicle Infrastructure      | 1,800,000     |
| Fleet Equipment 2021                 | (3,340)       |
| Fleet Equipment 2022                 | (1,000,000)   |
| Fleet Equipment 2024                 | 6,179,272     |
| General Roof Renovations             | 1,250,000     |
| Government Center Electrical Upgrade | 600,000       |
| HVAC Replacement                     | 2,400,000     |
| Public Safety Parking Lot Lighting   | 300,000       |
| Subtotal                             | \$ 14,525,932 |

**EXHIBIT "A"**  
**NEW CASTLE COUNTY**  
**CAPITAL BUDGET - FY2024**

23-042

**DEPARTMENT OF PUBLIC WORKS (Continued)**

**Parks**

|                                         |    |            |
|-----------------------------------------|----|------------|
| Agricultural Preservation               | \$ | 1,500,000  |
| Banning Park Improvements               |    | 500,000    |
| Bechtel Park Improvements               |    | 2,000,000  |
| Carousel Park                           |    | 276,120    |
| Delcastle Park Improvements             |    | 1,100,000  |
| Game Court Improvements 2021            |    | 100,000    |
| General Parkland Improvements 2024-2025 |    | 2,250,000  |
| Historic Structure Rehabilitation       |    | 3,000,000  |
| Middle Run Valley Reforestation         |    | 300,000    |
| Open Space Preservation                 |    | 1,000,000  |
| Park Bridge Replacements                |    | 300,000    |
| Pavilion Renovations                    |    | 100,000    |
| Play Area Improvements 2024-2025        |    | 2,000,000  |
| Rockwood Park                           |    | 1,800,000  |
| Weiss Park Improvements                 |    | 700,000    |
|                                         |    | <hr/>      |
| Subtotal                                | \$ | 16,926,120 |

**Sewer/Stormwater**

|                                            |    |            |
|--------------------------------------------|----|------------|
| Asset Management                           | \$ | 100,000    |
| Backwater Valve Improvement                |    | 50,000     |
| Christina River Force Main                 |    | 4,400,000  |
| Countywide Drainage                        |    | 500,000    |
| DelDOT Coordination Project 2021           |    | 2,000,000  |
| Edgemoor System Rehabilitation             |    | 600,000    |
| General Sewer Improvements                 |    | 750,000    |
| General Stormwater Improvements            |    | 358,954    |
| North Delaware Interceptor System          |    | 650,000    |
| Pump Station Rehabilitation 2024-2025      |    | 2,000,000  |
| Sewer Fleet Equipment 2022                 |    | (650,000)  |
| Sewer Fleet Equipment 2024                 |    | 2,162,169  |
| Sewer Repairs and Rehabilitation 2024-2025 |    | 1,000,000  |
| Stoney Creek Basin                         |    | 500,000    |
| Stormwater Basin Renovation                |    | 725,000    |
| Terminal Avenue System Rehabilitation      |    | 275,000    |
| White Clay System Rehabilitation           |    | 2,800,000  |
|                                            |    | <hr/>      |
| Subtotal                                   | \$ | 18,221,123 |

**CAPITAL BUDGET TOTAL**

|           |                   |
|-----------|-------------------|
| <b>\$</b> | <b>75,578,163</b> |
|           | <hr/> <hr/>       |

**Exhibit "B"**  
**NEW CASTLE COUNTY**  
**Projects to Sunset Fiscal Year End 2023**

**DEPARTMENT OF ADMINISTRATION**

|         |                              |          |
|---------|------------------------------|----------|
| C122207 | Cyber Security               | Complete |
| C122210 | Technology Enhancements 2022 | Complete |

**DEPARTMENT OF COMMUNITY SERVICES**

|         |                           |          |
|---------|---------------------------|----------|
| C401205 | Route 9 Community Library | Complete |
|---------|---------------------------|----------|

**DEPARTMENT OF PUBLIC WORKS**

|         |                                         |          |
|---------|-----------------------------------------|----------|
| C300005 | Brandywine Hundred North Rehabilitation | Complete |
|---------|-----------------------------------------|----------|

**ORDINANCE NO. 23-043**

**ADOPT THE ANNUAL OPERATING BUDGET OF NEW CASTLE COUNTY  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023**

**WHEREAS**, County Council has adopted revenue measures which together with any reserves and available cash balances shall, in the opinion of the County Executive, be estimated to yield sums at least sufficient to balance the proposed expenditures as set forth herein.

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

Section 1. County Council hereby ordains that the taxes and other revenue measures which the County Executive has certified as yielding sufficient revenue, together with any reserves and available cash balances, serve to balance the Annual Operating Budget of New Castle County for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

Section 2. Exhibit "A," entitled "Departmental Operating Budget," consisting of six (6) pages, attached hereto and made a part hereof, is adopted as the Annual Operating Budget of Appropriations to the respective departments, offices, reserves and services for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

Section 3. Exhibit "B," entitled "Operating Budget Components," consisting of one (1) page, attached hereto and made a part hereof, representing the component budgets encompassed by the "Departmental Operating Budget" for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

Section 4. As the County Council has done in all past years, by and through the budget hearing, review, and adoption process undertaken for the FY2024 budget, the County Council hereby confirms its review and approves the schedule of fees established by the Department of Land Use set forth in, *inter alia*, Appendix 2 of Chapter 40 of the *New Castle County Code* ("the UDC"). The County Council also confirms and clarifies that through the budget hearing, review, and adoption process, it has reviewed and approved the schedule of fees established by the Department of Land Use in all prior budget years, and the County hereby confirms, clarifies, and ratifies its previous approvals of the fee schedules heretofore established by the Department of Land Use.

Section 5. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Section 6. The effective date for the provisions in this Ordinance shall be July 1, 2023.

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 authorizes the Annual Operating Budget of New Castle County for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Exhibit "A" provides a summary of appropriations to departments, row offices, reserves and non-departmental operating budgets.

Exhibit "B" provides the component budgets (i.e. General Operating, Local Service Function, Sewer, Crossing Guard and Street Lighting) encompassed by Exhibit "A."

**FISCAL NOTE:** This Ordinance embodies, by detailed appropriation, by object of expenditure for each department and office (Exhibit "A") as required by State Law, and, by component budgets supported by various revenue measures (Exhibit "B"), the County's Annual Operating Budget for Fiscal Year 2024.

The fiscal impact of this Ordinance is the authorization to expend \$331,422,408 in Fiscal Year 2024 and to legislate the amounts within New Castle County's reserve accounts.

This Ordinance has no explicit impact on subsequent fiscal years, as the Operating Budget is legislated annually by County Council.

**EXHIBIT "A"**

**DEPARTMENTAL OPERATING BUDGET**

**COUNTY COUNCIL**

|                                             |           |                  |
|---------------------------------------------|-----------|------------------|
| Salaries and Wages                          | \$        | 2,428,665        |
| Benefits                                    |           | 1,428,590        |
| Training and Civic Affairs                  |           | 70,888           |
| Communication and Utilities                 |           | 17,849           |
| Materials and Supplies                      |           | 61,042           |
| Contractual Services                        |           | 253,148          |
| Equipment                                   |           | 1,600            |
| Grants and Fixed Charges                    |           | 441,482          |
| Operating Transfer Charges                  |           | 161,959          |
| <b>Total</b>                                | <b>\$</b> | <b>4,865,223</b> |
| <b>Total Authorized Full-Time Positions</b> | <b>35</b> |                  |

**COUNTY EXECUTIVE**

|                                             |           |                  |
|---------------------------------------------|-----------|------------------|
| Salaries and Wages                          | \$        | 1,777,524        |
| Benefits                                    |           | 1,045,578        |
| Training and Civic Affairs                  |           | 31,904           |
| Communication and Utilities                 |           | 15,698           |
| Materials and Supplies                      |           | 22,236           |
| Contractual Services                        |           | 148,565          |
| Equipment                                   |           | 1,000            |
| Grants and Fixed Charges                    |           | 43,000           |
| Contingency                                 |           | 55,000           |
| Operating Transfer Charges                  |           | 82,016           |
| <b>Total</b>                                | <b>\$</b> | <b>3,222,521</b> |
| <b>Total Authorized Full-Time Positions</b> | <b>15</b> |                  |

**DEPARTMENT OF ADMINISTRATION**

|                                             |            |                   |
|---------------------------------------------|------------|-------------------|
| Salaries and Wages                          | \$         | 12,223,612        |
| Benefits                                    |            | 7,092,525         |
| Training and Civic Affairs                  |            | 130,625           |
| Communication and Utilities                 |            | 8,273,491         |
| Materials and Supplies                      |            | 158,147           |
| Contractual Services                        |            | 6,793,141         |
| Equipment                                   |            | 389,900           |
| Grants and Fixed Charges                    |            | 3,932,350         |
| Operating Transfer Charges                  |            | 1,163,161         |
| Operating Transfer Credits                  |            | (12,098,321)      |
| <b>Total</b>                                | <b>\$</b>  | <b>28,058,631</b> |
| <b>Total Authorized Full-Time Positions</b> | <b>167</b> |                   |

**DEPARTMENT OF PUBLIC WORKS**

|                                             |           |                   |
|---------------------------------------------|-----------|-------------------|
| Salaries and Wages                          | \$        | 24,594,391        |
| Benefits                                    |           | 14,346,471        |
| Training and Civic Affairs                  |           | 42,945            |
| Communication and Utilities                 |           | 24,785,917        |
| Materials and Supplies                      |           | 4,524,681         |
| Contractual Services                        |           | 10,366,975        |
| Equipment                                   |           | 483,333           |
| Grants and Fixed Charges                    |           | 1,193,757         |
| Land and Structures                         |           | 35,000            |
| Operating Transfer Charges                  |           | 4,843,006         |
| Operating Transfer Credits                  |           | (7,438,785)       |
| <b>Total</b>                                | <b>\$</b> | <b>77,777,691</b> |
| <b>Total Authorized Full-Time Positions</b> |           | <b>384</b>        |

**DEPARTMENT OF LAND USE**

|                                             |           |                   |
|---------------------------------------------|-----------|-------------------|
| Salaries and Wages                          | \$        | 8,375,178         |
| Benefits                                    |           | 4,899,879         |
| Training and Civic Affairs                  |           | 68,665            |
| Communication and Utilities                 |           | 111,017           |
| Materials and Supplies                      |           | 113,127           |
| Contractual Services                        |           | 1,541,973         |
| Equipment                                   |           | 55,175            |
| Grants and Fixed Charges                    |           | 56,500            |
| Operating Transfer Charges                  |           | 1,136,835         |
| Operating Transfer Credits                  |           | (803,217)         |
| <b>Total</b>                                | <b>\$</b> | <b>15,555,132</b> |
| <b>Total Authorized Full-Time Positions</b> |           | <b>118</b>        |

**DEPARTMENT OF COMMUNITY SERVICES**

|                                             |           |                   |
|---------------------------------------------|-----------|-------------------|
| Salaries and Wages                          | \$        | 11,754,322        |
| Benefits                                    |           | 5,318,947         |
| Training and Civic Affairs                  |           | 18,560            |
| Communication and Utilities                 |           | 935,330           |
| Materials and Supplies                      |           | 1,383,163         |
| Contractual Services                        |           | 2,348,236         |
| Equipment                                   |           | 18,900            |
| Grants and Fixed Charges                    |           | 3,110,149         |
| Operating Transfer Charges                  |           | 1,230,637         |
| Operating Transfer Credits                  |           | (190,829)         |
| <b>Total</b>                                | <b>\$</b> | <b>25,927,415</b> |
| <b>Total Authorized Full-Time Positions</b> |           | <b>160</b>        |

**DEPARTMENT OF PUBLIC SAFETY**

|                                             |           |                    |
|---------------------------------------------|-----------|--------------------|
| Salaries and Wages                          | \$        | 67,198,478         |
| Benefits                                    |           | 39,138,665         |
| Training and Civic Affairs                  |           | 178,869            |
| Communication and Utilities                 |           | 1,010,888          |
| Materials and Supplies                      |           | 1,039,511          |
| Contractual Services                        |           | 2,128,206          |
| Equipment                                   |           | 1,471,072          |
| Grants and Fixed Charges                    |           | 6,492,175          |
| Operating Transfer Charges                  |           | 7,298,634          |
| <b>Total</b>                                | <b>\$</b> | <b>125,956,498</b> |
| <b>Total Authorized Full-Time Positions</b> |           | <b>711</b>         |

**REGISTER OF WILLS**

|                                             |           |                  |
|---------------------------------------------|-----------|------------------|
| Salaries and Wages                          | \$        | 1,081,015        |
| Benefits                                    |           | 616,908          |
| Training and Civic Affairs                  |           | 35,275           |
| Communication and Utilities                 |           | 12,374           |
| Materials and Supplies                      |           | 10,625           |
| Contractual Services                        |           | 62,668           |
| Equipment                                   |           | 1,950            |
| Operating Transfer Charges                  |           | 85,180           |
| <b>Total</b>                                | <b>\$</b> | <b>1,905,995</b> |
| <b>Total Authorized Full-Time Positions</b> |           | <b>19</b>        |

**RECORDER OF DEEDS**

|                                             |           |                  |
|---------------------------------------------|-----------|------------------|
| Salaries and Wages                          | \$        | 1,263,001        |
| Benefits                                    |           | 730,446          |
| Training and Civic Affairs                  |           | 43,170           |
| Communication and Utilities                 |           | 33,977           |
| Materials and Supplies                      |           | 12,398           |
| Contractual Services                        |           | 79,718           |
| Equipment                                   |           | 6,150            |
| Grants and Fixed Charges                    |           | 18,350           |
| Operating Transfer Charges                  |           | 148,002          |
| <b>Total</b>                                | <b>\$</b> | <b>2,335,212</b> |
| <b>Total Authorized Full-Time Positions</b> | <b>24</b> |                  |

**SHERIFF**

|                                             |           |                  |
|---------------------------------------------|-----------|------------------|
| Salaries and Wages                          | \$        | 1,260,692        |
| Benefits                                    |           | 737,678          |
| Training and Civic Affairs                  |           | 29,452           |
| Communication and Utilities                 |           | 16,189           |
| Materials and Supplies                      |           | 21,259           |
| Contractual Services                        |           | 55,999           |
| Equipment                                   |           | 5,000            |
| Operating Transfer Charges                  |           | 144,938          |
| <b>Total</b>                                | <b>\$</b> | <b>2,271,207</b> |
| <b>Total Authorized Full-Time Positions</b> | <b>21</b> |                  |

**CLERK OF THE PEACE**

|                                             |           |                |
|---------------------------------------------|-----------|----------------|
| Salaries and Wages                          | \$        | 474,736        |
| Benefits                                    |           | 279,250        |
| Training and Civic Affairs                  |           | 14,130         |
| Communication and Utilities                 |           | 5,168          |
| Materials and Supplies                      |           | 5,424          |
| Contractual Services                        |           | 17,568         |
| Equipment Replacement                       |           | 6,000          |
| Operating Transfer Charges                  |           | 31,776         |
| <b>Total</b>                                | <b>\$</b> | <b>834,052</b> |
| <b>Total Authorized Full-Time Positions</b> | <b>7</b>  |                |

**DEBT SERVICE**

|                                             |           |                   |
|---------------------------------------------|-----------|-------------------|
| Debt Service                                | \$        | 45,540,069        |
| <b>Total</b>                                | <b>\$</b> | <b>45,540,069</b> |
| <b>Total Authorized Full-Time Positions</b> |           |                   |

**ETHICS COMMISSION**

|                                             |           |                |
|---------------------------------------------|-----------|----------------|
| Salaries and Wages                          | \$        | 38,000         |
| Benefits                                    |           | 3,385          |
| Training and Civic Affairs                  |           | 10,500         |
| Communication and Utilities                 |           | 1,922          |
| Materials and Supplies                      |           | 2,450          |
| Contractual Services                        |           | 290,642        |
| Equipment                                   |           | 500            |
| Operating Transfer Charges                  |           | 6,699          |
| <b>Total</b>                                | <b>\$</b> | <b>354,098</b> |
| <b>Total Authorized Full-Time Positions</b> | <b>0</b>  |                |

**COUNCIL CONTINGENCY**

|                                             |           |                |
|---------------------------------------------|-----------|----------------|
| Contingency                                 | \$        | 250,000        |
| <b>Total</b>                                | <b>\$</b> | <b>250,000</b> |
| <b>Total Authorized Full-Time Positions</b> |           |                |

**EXECUTIVE CONTINGENCY**

|                                             |           |                |
|---------------------------------------------|-----------|----------------|
| Contingency                                 | \$        | 600,000        |
| <b>Total</b>                                | <b>\$</b> | <b>600,000</b> |
| <b>Total Authorized Full-Time Positions</b> |           |                |

**PERSONNEL CONTINGENCY**

|                                             |           |                |
|---------------------------------------------|-----------|----------------|
| Contingency                                 | \$        | 455,000        |
| <b>Total</b>                                | <b>\$</b> | <b>455,000</b> |
| <b>Total Authorized Full-Time Positions</b> |           |                |

**ATTRITION CONTINGENCY**

|                                             |           |                    |
|---------------------------------------------|-----------|--------------------|
| Personal Services - Salaries and Wages      | \$        | (4,293,340)        |
| Personal Services - Employee Benefits       | \$        | (2,525,429)        |
| <b>Total</b>                                | <b>\$</b> | <b>(6,818,769)</b> |
| <b>Total Authorized Full-Time Positions</b> |           |                    |

**ONE-TIME CONTINGENCY**

|              |           |                  |
|--------------|-----------|------------------|
| Contingency  | \$        | 2,332,433        |
| <b>Total</b> | <b>\$</b> | <b>2,332,433</b> |

**NEW CASTLE COUNTY**

|                                                    |           |                     |
|----------------------------------------------------|-----------|---------------------|
| Salaries and Wages                                 | \$        | 128,176,274         |
| Benefits                                           |           | 73,112,893          |
| Training and Civic Affairs                         |           | 674,983             |
| Communication and Utilities                        |           | 35,219,820          |
| Materials and Supplies                             |           | 7,354,063           |
| Contractual Services                               |           | 24,086,839          |
| Equipment                                          |           | 2,440,580           |
| Grants and Fixed Charges                           |           | 15,287,763          |
| Debt Service                                       |           | 45,540,069          |
| Land and Structures                                |           | 35,000              |
| Contingency                                        |           | 3,692,433           |
| Operating Transfer Charges                         |           | 16,332,843          |
| Operating Transfer Credits                         |           | (20,531,152)        |
| <b><i>Sub-Total New Castle County</i></b>          | <b>\$</b> | <b>331,422,408</b>  |
| <b><i>Total Authorized Full-Time Positions</i></b> |           | <b><i>1,661</i></b> |

**RESERVE ACCOUNTS AS OF MARCH 31, 2023**

|                                                      |                    |
|------------------------------------------------------|--------------------|
| Tax Stabilization Reserve Account (Unaudited)        | 76,496,000         |
| Sewer Rate Stabilization Reserve Account (Unaudited) | 10,860,078         |
| General Fund Budget Reserve Account                  | 44,845,412         |
| Sewer Fund Budget Reserve Account                    | 18,362,788         |
| <b><i>Total Reserves:</i></b>                        | <b>150,564,278</b> |

**OPERATING BUDGET COMPONENTS  
FISCAL YEAR 2024**

|                                     |           |                    |
|-------------------------------------|-----------|--------------------|
| General Operating Budget            | \$        | 102,265,957        |
| Local Service Function Budget       |           | 129,471,180        |
| Sewer Fund                          |           | 87,396,973         |
| Street Light Fund                   |           | 8,561,216          |
| Crossing Guard Fund                 |           | 3,727,082          |
| <b>Recommended Operating Budget</b> | <b>\$</b> | <b>331,422,408</b> |

## Grant Matrix

### 5/23/23

| GRANT APPLICANT                                | AMOUNT REQUESTED / AMOUNT PROPOSED | INTENDED USE OF GRANT                                                                                                           | Standard Accounting Practices/ Non-Discrimination Policy | PRIOR COUNCIL GRANTS IN CURRENT FISCAL YEAR | COUNCIL MEMBER |
|------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------|----------------|
| Chinese American Community Center, Inc. (CACC) | \$2500/\$2500                      | Funds will be used to help cover the cost associated with the CACC's 2023 Chinese Festival                                      | Yes/Yes                                                  | No                                          | Kilpatrick     |
| New Castle Public Library                      | \$2500/\$2500                      | Funds will be used for youth, teen, and family programming throughout the summer as part of the Summer with the Library program | Yes/Yes                                                  | No                                          | Bell           |
| Delaware Center for Horticulture               | \$2500/                            | Funds will be used to help add capacity to their Delaware River Climate Corp.                                                   | Yes/Yes*                                                 | No                                          | Durham         |

*\*The Delaware Center for Horticulture grant is missing a copy of their non-discrimination policy. This grant will not be processed by the Clerk of Council until this item is received.*