



# NEW CASTLE COUNTY COUNCIL ADMINISTRATIVE-FINANCE COMMITTEE MEETING

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

August 29, 2023  
4:00 PM

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

## AGENDA

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

**B. Approval of Minutes - July 25, 2023**

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

R23-147: AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH PLANNED PARENTHOOD OF DELAWARE, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF \$55,000.00 Introduced by: Ms. Durham, Mr. Smiley

R23-148: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH THE LATIN AMERICAN COMMUNITY CENTER, INC. TO PARTIALLY FUND THE CONVERSION OF A PROPERTY INTO AN EARLY LEARNING CENTER FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF \$500,000.00 Introduced by: Mr. Smiley, Mr. Street

R23-149: AUTHORIZING THE EXECUTION OF ONE PURCHASE ORDER CONTRACT WITH BFLY OPERATIONS, INC. FOR ULTRASOUND PROBES AND SUBSCRIPTION SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES IN THE AMOUNT OF \$66,210.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-150: AUTHORIZING THE EXECUTION OF ONE CONTRACT WITH FAMILY PROMISE OF NORTHERN NEW CASTLE COUNTY TO OPERATE THE RAPID RE-HOUSING PROGRAM FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF \$116,560.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-151: AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH HUMANE ANIMAL PARTNERS TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF \$150,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-152: AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FORGOTTEN CATS, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19

PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF \$51,608.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-153: AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FAITHFUL FRIENDS, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF \$150,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-154: AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE DELAWARE CENTER FOR CONTEMPORARY ART, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF \$100,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-155: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH GOOD NEIGHBORS, INC. TO ASSIST WITH DEVELOPMENT OF AFFORDABLE HOUSING FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF \$90,000.00 Introduced by: Ms. George, Mr. Smiley, Ms. Kilpatrick, Ms. Durham, Mr. Tackett

R23-156: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE AMENDED 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

R23-157: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2270, REPRESENTING NEW CASTLE COUNTY SCHOOL CROSSING GUARDS Introduced by: Ms. Hartley-Nagle

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

°23-096: TO AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607 AND ADOPT THE REVISED CLASS SPECIFICATION FOR STOREKEEPER Introduced by: Ms. Hartley-Nagle

°23-097: TO REVISE THE CLASS SPECIFICATION OF PUBLIC WORKS PROJECT MANAGER TO FACILITIES PROJECT MANAGER AND AMEND THE PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES FOR THE DEPARTMENT OF PUBLIC WORKS Introduced by: Ms. Hartley-Nagle

°23-098: TO AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607 AND TO ADOPT THE CLASS SPECIFICATIONS FOR THE POSITION TITLES OF ENVIRONMENTAL PROGRAM MANAGER I, ENVIRONMENTAL PROGRAM MANAGER II AND ENVIRONMENTAL PROGRAM MANAGER III Introduced by: Ms. Hartley-Nagle

°23-100: AMEND THE GRANTS BUDGET: APPROPRIATE \$748,853 TO THE CONTRACTED POLICE DUTY REVOLVING FUND, WHICH IS ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE Introduced by: Mr. Bell, Ms. Hartley-Nagle

°23-101: TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 6 ("BUILDING CODE"), CHAPTER 13 ("STORMWATER MAINTENANCE DISTRICTS"), AND CHAPTER 14 ("FINANCE AND TAXATION") REGARDING BILLING AND COLLECTION OF STORMWATER MAINTENANCE FEES AND THE REFUND OF CODE ENFORCEMENT FEES PAID THROUGH ERROR Introduced by: Ms. Kilpatrick, Mr. Sheldon

°23-102 - AMEND THE FY2024 APPROVED OPERATING BUDGET: TRANSFER FUNDS FROM THE GRANTS AND FIXED CHARGES BUDGET LINE ITEM OF COUNTY COUNCIL TO THE SALARIES AND WAGES, EMPLOYEE BENEFITS AND MATERIALS AND SUPPLIES BUDGET LINE ITEMS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY COMMUNICATIONS AND TO THE CONTRACTUAL SERVICES BUDGET LINE ITEM FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING Introduced by: Mr. Smiley

°23-103: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 26 ("HUMAN RESOURCES"), ARTICLE 3 ("MERIT SYSTEM"), SECTION 26.03.910 ("RETIREE HEALTH CARE INSURANCE") Introduced by: Mr. Smiley, Mr. Cartier

°23-105: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 13 ("STORMWATER MAINTENANCE DISTRICTS") REGARDING STORMWATER MAINTENANCE AND WHISPERING WOODS COMMUNITY Introduced by: Mr. Carter

°23-088: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 26 ("HUMAN RESOURCES") ARTICLE 3 ("MERIT SYSTEM"), SECTION 26.03.206 ("DEFERRED COMPENSATION PLAN") REGARDING PERSONAL LOANS FROM PLAN Introduced by: Mr. Smiley

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

**F. Expense and Revenue Round Table**

- Checkbook Update - Michael Smith, CFO
- ARPA Update - Aundrea Almond, Chief of Staff

**G. Other**

- Discussion regarding Delaware Center for Homeless Veterans

**H. Public Comment**

**I. Adjournment**

**AGENDA POSTED: Tuesday, August 22, 2023**

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

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

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

Meeting materials, including a meeting agenda, legislation to be addressed during the meeting, and other materials related to the meeting are electronically accessible at <https://www.nccode.org/2351/Agendas-and-Minutes> Members

of the public joining the meeting may be provided an opportunity to make comments in real time. A comment period will be administered by a moderator to ensure everyone may have an opportunity to comment.

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



**RESOLUTION NO. 23-147**

**AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH PLANNED PARENTHOOD OF DELAWARE, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF \$55,000.00**

**WHEREAS**, New Castle County, as an eligible recipient, received a total of \$108,531,220.00 in Coronavirus State and Local Fiscal Recovery (“CSLFR”) funds under the American Rescue Plan Act of 2021 (“ARPA”), Pub. Law. No. 117-2 from the United States Department of the Treasury (“Treasury”); and

**WHEREAS**, New Castle County Ordinance 21-129 and Ordinance 22-097 (the “Ordinances”) appropriated the full amount of these CSLFR funds from the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

**WHEREAS**, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

**WHEREAS**, New Castle County must enter into a grant agreement with Planned Parenthood of Delaware, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

**WHEREAS**, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

**WHEREAS**, the grant agreement with Planned Parenthood of Delaware, Inc. contemplates transfers of up to \$55,000.00 to mitigate financial hardship the organization experienced due to the COVID pandemic.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby approves the grant agreement listed on the attached Exhibit “A,” entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of  
New Castle County on:

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President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution approves the execution of the listed grant agreement.

**Department of Administration, Office of Finance**

Planned Parenthood of Delaware, Inc. \$55,000.00

**FISCAL IMPACT:** This Resolution authorizes the execution of one grant agreement totaling \$55,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

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Michael Smith  
Chief Financial Officer

| REQUISITIONER INFORMATION |                                         |                                        | VENDOR INFORMATION |            |              |                                                                      |       |
|---------------------------|-----------------------------------------|----------------------------------------|--------------------|------------|--------------|----------------------------------------------------------------------|-------|
| NAME                      | Ben Morris-Levenson                     |                                        | FISCAL YR          | 2024       | NAME         | Planned Parenthood of Delaware, Inc.                                 |       |
| DEPARTMENT                | ADMINISTRATION_12                       |                                        | FUND               | 110 GRANTS | ADDRESS      | 625 N Shipley Street                                                 |       |
| ORGANIZATION              | 11122013 ADMIN - FIN - GRANTS           |                                        |                    |            |              | Wilmington, DE 19803                                                 |       |
| PHONE                     | (302) 395-5126                          |                                        | REQ#               | 2403105    |              |                                                                      |       |
| DELIVERY LOCATION         |                                         |                                        |                    |            |              |                                                                      |       |
| SEND VENDOR PO            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |                    |            | CONTACT NAME | Ruth Lytle-Barnaby                                                   |       |
| CURRENT VENDOR            | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |                    |            | PHONE        | (302) 655-7260                                                       | EXT   |
| VENDOR #                  |                                         |                                        |                    |            | EMAIL        | <a href="mailto:Rlytle-barnaby@ppde.org">Rlytle-barnaby@ppde.org</a> | FAX # |

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|------------------|--|
| ADDITIONAL NOTES |  |
|                  |  |

I. What is the purpose of the requisition or advice of change?

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|--------------------------------------------------------------------------------------------------------------------------|
| Provide funds to Planned Parenthood of Delaware to mitigate financial hardship experienced during the COVID-19 pandemic. |
|                                                                                                                          |
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To assist Planned Parenthood of Delaware in recovering from financial hardship experienced during the COVID-19 pandemic.

|                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Planned Parenthood of Delaware will lack funds that would assist in mitigating the financial hardship experienced during the COVID-19 pandemic. |
|                                                                                                                                                 |

|                                  |  |                                                                            |                |
|----------------------------------|--|----------------------------------------------------------------------------|----------------|
| V. IS THIS A PASS THROUGH GRANT? |  | <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, AGENCY |
|----------------------------------|--|----------------------------------------------------------------------------|----------------|

IF YES, AGENCY

[illegible]

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**RESOLUTION NO. 23-148**

**AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH THE  
LATIN AMERICAN COMMUNITY CENTER, INC. TO PARTIALLY FUND THE  
CONVERSION OF A PROPERTY INTO AN EARLY LEARNING CENTER FOR THE  
DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT  
OF \$500,000.00**

**WHEREAS**, New Castle County, as an eligible recipient, received a total of \$108,531,220.00 in Coronavirus State and Local Fiscal Recovery (“CSLFR”) funds under the American Rescue Plan Act of 2021 (“ARPA”), Pub. Law. No. 117-2 from the United States Department of the Treasury (“Treasury”); and

**WHEREAS**, New Castle County Ordinance 21-129 and Ordinance 22-097 (the “Ordinances”) appropriated the full amount of these CSLFR funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

**WHEREAS**, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

**WHEREAS**, New Castle County must enter into a subaward agreement with the Latin American Community Center, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

**WHEREAS**, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

**WHEREAS**, the subaward agreement with the Latin American Community Center, Inc. contemplates transfers of up to \$500,000.00 to partially fund the conversion of the property located at 239 Christiana Rd., New Castle, DE 19720 (Parcel # 1002910122) into an early learning center with comprehensive social services.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby approves the subaward agreement listed on the attached Exhibit “A,” entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of  
New Castle County on:

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President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution approves the execution of the listed subaward agreement.

**Department of Administration, Office of Finance**

The Latin American Community Center, Inc.

\$500,000.00

**FISCAL IMPACT:** This Resolution authorizes the execution of one subaward agreement totaling \$500,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

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Michael Smith  
Chief Financial Officer

| REQUISITIONER INFORMATION |                                         |                                        | VENDOR INFORMATION |            |              |                                                                          |  |       |  |
|---------------------------|-----------------------------------------|----------------------------------------|--------------------|------------|--------------|--------------------------------------------------------------------------|--|-------|--|
| NAME                      | Ben Morris-Levenson                     |                                        | FISCAL YR          | 2024       | NAME         | Latin American Community Center, Inc.                                    |  |       |  |
| DEPARTMENT                | ADMINISTRATION_12                       |                                        | FUND               | 110 GRANTS | ADDRESS      | 403 N. Van Buren Street                                                  |  |       |  |
| ORGANIZATION              | 11122013 ADMIN - FIN - GRANTS           |                                        |                    |            |              | Wilmington, DE 19805                                                     |  |       |  |
| PHONE                     | (302) 395-5126                          |                                        | REQ#               | 2403102    |              |                                                                          |  |       |  |
| DELIVERY LOCATION         |                                         |                                        |                    |            |              |                                                                          |  |       |  |
| SEND VENDOR PO            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |                    |            | CONTACT NAME | Maria Matos                                                              |  |       |  |
| CURRENT VENDOR            | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |                    |            | PHONE        | (302) 655-7338                                                           |  | EXT   |  |
| VENDOR #                  |                                         |                                        |                    |            | EMAIL        | <a href="mailto:mmatos@thelatincenter.org">mmatos@thelatincenter.org</a> |  | FAX # |  |

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| ADDITIONAL NOTES |  |
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I. What is the purpose of the requisition or advice of change?

|                                                                                                                                                                                                                    |
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| Provide funds to LACC to partially fund the conversion of the property located at 239 Christiana Rd., New Castle, DE 19720 (Parcel # 1002910122) into an early learning center with comprehensive social services. |
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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For LACC to partially fund the conversion of the property located at 239 Christiana Rd., New Castle, DE 19720 (Parcel # 1002910122) into an early learning center with comprehensive social services. |
|                                                                                                                                                                                                       |

LACC will lack the funds to support the contemplated New Castle Expansion Project, and the community will not benefit from the planned early learning center with social services.

|                                  |                                         |                             |                |  |
|----------------------------------|-----------------------------------------|-----------------------------|----------------|--|
| V. IS THIS A PASS THROUGH GRANT? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | IF YES, AGENCY |  |
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[illegible]

Introduced by: Mr. Smiley, Mr. Cartier  
Date of introduction: August 29, 2023

**RESOLUTION NO. 23-149**

**AUTHORIZING THE EXECUTION OF ONE PURCHASE ORDER CONTRACT WITH BFLY OPERATIONS, INC. FOR ULTRASOUND PROBES AND SUBSCRIPTION SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES IN THE AMOUNT OF \$66,210.00**

**WHEREAS**, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

**WHEREAS**, this contract for \$66,210.00 is for the purchase of 19 Butterfly iQ+ ultrasound probes and related Butterfly Operations, Inc. software subscription services for the Department of Public Safety, Division of Emergency Medical Services; and

**WHEREAS**, this solution will ensure victims of certain types of cardiac arrest get the benefit of the assessment and treatment that the ultrasound technology provides, and Emergency Medical Services be able to purchase the 19 ultrasound probes to have one for every paramedic vehicle.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby approves the contract listed on the attached Exhibit “A”, entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of  
New Castle County on:

\_\_\_\_\_  
President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution approves the execution of the listed contract.

**Department of Public Safety, Division of Emergency Medical Services**

BFLY Operations, Inc.                      \$66,210.00

**FISCAL IMPACT:** This Resolution authorizes the execution of one purchase order contract totaling \$66,210.00. Funding is included in the FY2024 Approved Capital Budget in the Public Safety Equipment Capital Project.

\_\_\_\_\_  
Michael Smith  
Chief Financial Officer

| REQUISITIONER INFORMATION |                                         |  |                             | VENDOR INFORMATION |            |              |                                                                              |
|---------------------------|-----------------------------------------|--|-----------------------------|--------------------|------------|--------------|------------------------------------------------------------------------------|
| NAME                      | Karla Jones                             |  |                             | FISCAL YR          | 2024       | NAME         | BFLY OPERATIONS INC                                                          |
| DEPARTMENT                | PUBLIC_SAFETY_20                        |  |                             | FUND               | 300 CAP PR | ADDRESS      | 1600 DISTRICT AVENUE                                                         |
| ORGANIZATION              | 30200901 PS - CAPITAL PROJECTS          |  |                             |                    |            |              | BURLINGTON, MA 01802                                                         |
| PHONE                     | 302-395-8040                            |  |                             | REQ#               | 2402134    |              |                                                                              |
| DELIVERY LOCATION         | POLICE DEPARTMENT - RECEIVING           |  |                             |                    |            |              |                                                                              |
| SEND VENDOR PO            | <input checked="" type="checkbox"/> YES |  | <input type="checkbox"/> NO |                    |            | CONTACT NAME | Nathan Daynes                                                                |
| CURRENT VENDOR            | <input checked="" type="checkbox"/> YES |  | <input type="checkbox"/> NO |                    |            | PHONE        | (814) 327-1170                                                               |
| VENDOR #                  | 101102                                  |  |                             |                    |            | EXT          |                                                                              |
|                           |                                         |  |                             |                    |            | EMAIL        | <a href="mailto:ndaynes@butterflynetinc.com">ndaynes@butterflynetinc.com</a> |
|                           |                                         |  |                             |                    |            | FAX #        |                                                                              |

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| ADDITIONAL NOTES |  |
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| <p><b>I. What is the purpose of the requisition or advice of change?</b></p> <p>To purchase 19.0 Butterfly iQ+ultrasound probes and related Butterfly Operations, Inc. software subscription services.</p> |
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|-----------------------------------------------------------------------------------------------------------------------|--|
| <b>II. Why is it needed?</b>                                                                                          |  |
| To ensure every paramedic vehicle has the equipment available to make treatment decisions on critically ill patients. |  |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?</b></p> <p>Without the purchase of the probes, victims of certain types of cardiac arrest may not get the benefit of the assessment and treatment that the ultrasound technology provides, and Emergency Medical Services will not be able to purchase the 19 ultrasound probes to have one for every paramedic vehicle.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                     |                                         |                                        |                |
|-------------------------------------|-----------------------------------------|----------------------------------------|----------------|
| IV. IS THIS A SOLE SOURCE CONTRACT? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | IF YES, AGENCY |
| V. IS THIS A PASS THROUGH GRANT?    | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |                |
| VI. OTHER, PLEASE EXPLAIN           |                                         |                                        |                |

|                  |             |             |           |
|------------------|-------------|-------------|-----------|
| <b>SIGNATURE</b> | Karla Jones | <b>DATE</b> | 7/31/2023 |
|------------------|-------------|-------------|-----------|



Introduced by: Mr. Smiley, Mr. Cartier  
Date of introduction: August 29, 2023

**RESOLUTION NO. 23-150**

**AUTHORIZING THE EXECUTION OF ONE CONTRACT WITH FAMILY PROMISE OF NORTHERN NEW CASTLE COUNTY TO OPERATE THE RAPID RE-HOUSING PROGRAM FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF \$116,560.00**

**WHEREAS**, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

**WHEREAS**, this contract is an agreement between New Castle County and Family Promise of Northern New Castle County in an amount not to exceed \$116,560.00 in Emergency Solutions Grant (ESG) funds; and

**WHEREAS**, these funds will be used to operate the rapid re-housing program.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby approves the contract listed on the attached Exhibit “A,” entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of  
New Castle County on:

\_\_\_\_\_  
President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution approves the execution of the listed contract.

**Department of Community Services, Division of Community Development and Housing**

|                                              |              |
|----------------------------------------------|--------------|
| Family Promise of Northern New Castle County | \$116,560.00 |
|----------------------------------------------|--------------|

**FISCAL IMPACT:** This Resolution authorizes the execution of one contract totaling \$116,560.00. Funding is included in the FY2024 Approved Grant Budget in the FY2024 Emergency Solutions (ESG) grant.

\_\_\_\_\_  
Michael Smith  
Chief Financial Officer

| REQUISITIONER INFORMATION |                                         |                             |  | VENDOR INFORMATION |            |              |                                              |
|---------------------------|-----------------------------------------|-----------------------------|--|--------------------|------------|--------------|----------------------------------------------|
| NAME                      | Nicole Waters                           |                             |  | FISCAL YR          | 2024       | NAME         | Family Promise of Northern New Castle County |
| DEPARTMENT                | COMMUNITY_SERVICES_40                   |                             |  | FUND               | 110 GRANTS | ADDRESS      | 2104 St. James Church Road                   |
| ORGANIZATION              | 11400601 CS - GRANTS                    |                             |  |                    |            |              | Wilmington, DE 19808                         |
| PHONE                     | 302-395-5644                            |                             |  | REQ#               | 2400152    |              |                                              |
| DELIVERY LOCATION         |                                         |                             |  | PO#                | 24000436   |              |                                              |
| SEND VENDOR PO            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |  |                    |            | CONTACT NAME | Tyler Shade                                  |
| CURRENT VENDOR            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |  |                    |            | PHONE        | 302-998-2222                                 |
| VENDOR #                  |                                         |                             |  |                    |            | EXT          | 111                                          |
|                           |                                         |                             |  |                    |            | EMAIL        | tyler@familypromisede.org                    |
|                           |                                         |                             |  |                    |            | FAX #        | 302-998-2202                                 |

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| ADDITIONAL NOTES |  |
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I. What is the purpose of the requisition or advice of change?

|                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| An agreement between New Castle County and Family Promise of Northern New Castle County in a grant not to exceed \$116,560.00 in Emergency Solutions Grant (ESG) funds. |
|                                                                                                                                                                         |

ESG funds are allocated to New Castle County on a formula basis. Per HUD guidance, at least forty percent of the total ESG allocation must be used for Homeless Prevention and/ or Rapid Re-Housing Programs.

|                                                                   |
|-------------------------------------------------------------------|
| Unallocated federal funds could revert to the federal government. |
|                                                                   |
|                                                                   |

|                                         |                             |                |
|-----------------------------------------|-----------------------------|----------------|
| V. IS THIS A PASS THROUGH GRANT?        |                             | IF YES, AGENCY |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                |

IF YES, AGENCY

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**RESOLUTION NO. 23-151**

**AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH HUMANE ANIMAL PARTNERS TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF \$150,000.00**

**WHEREAS**, New Castle County, as an eligible recipient, received a total of \$108,531,220.00 in Coronavirus State and Local Fiscal Recovery (“CSLFR”) funds under the American Rescue Plan Act of 2021 (“ARPA”), Pub. Law. No. 117-2 from the United States Department of the Treasury (“Treasury”); and

**WHEREAS**, New Castle County Ordinance 21-129 and Ordinance 22-097 (the “Ordinances”) appropriated the full amount of these CSLFR funds from the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

**WHEREAS**, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

**WHEREAS**, New Castle County must enter into a grant agreement with Humane Animal Partners to comply with the Uniform Guidance, 2 CFR Part 200; and

**WHEREAS**, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

**WHEREAS**, the grant agreement with Humane Animal Partners contemplates transfers of up to \$150,000.00 to mitigate financial hardship the organization experienced due to the COVID pandemic.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby approves the grant agreement listed on the attached Exhibit “A,” entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of  
New Castle County on:

---

President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution approves the execution of the listed grant agreement.

**Department of Administration, Office of Finance**

Humane Animal Partners

\$150,000.00

**FISCAL IMPACT:** This Resolution authorizes the execution of one grant agreement totaling \$150,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

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Michael Smith  
Chief Financial Officer

| REQUISITIONER INFORMATION |                                         |                                        |  | VENDOR INFORMATION |            |              |                                                              |
|---------------------------|-----------------------------------------|----------------------------------------|--|--------------------|------------|--------------|--------------------------------------------------------------|
| NAME                      | Ben Morris-Levenson                     |                                        |  | FISCAL YR          | 2024       | NAME         | Humane Animal Partners                                       |
| DEPARTMENT                | ADMINISTRATION_12                       |                                        |  | FUND               | 110 GRANTS | ADDRESS      | 455 Stanton Christiana Rd                                    |
| ORGANIZATION              | 11122013 ADMIN - FIN - GRANTS           |                                        |  |                    |            |              | Newark, DE 19713                                             |
| PHONE                     | (302) 395-5126                          |                                        |  | REQ#               | 2403142    |              |                                                              |
| DELIVERY LOCATION         |                                         |                                        |  |                    |            |              |                                                              |
| SEND VENDOR PO            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |  |                    |            | CONTACT NAME | Kate Callihan                                                |
| CURRENT VENDOR            | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |  |                    |            | PHONE        | (302) 440-3113                                               |
| VENDOR #                  |                                         |                                        |  |                    |            | EXT          |                                                              |
|                           |                                         |                                        |  |                    |            | EMAIL        | <a href="mailto:kcallihan@hapde.org">kcallihan@hapde.org</a> |
|                           |                                         |                                        |  |                    |            | FAX #        |                                                              |

|                  |  |
|------------------|--|
| ADDITIONAL NOTES |  |
|                  |  |

I. What is the purpose of the requisition or advice of change?

|                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------|
| Provide funds to Humane Animal Partners to mitigate financial hardship experienced during the COVID-19 pandemic. |
|                                                                                                                  |
|                                                                                                                  |

To assist Humane Animal Partners in recovering from financial hardship experienced during the COVID-19 pandemic.

Humane Animal Partners will lack funds that would assist in mitigating the financial hardship experienced during the COVID-19 pandemic.

|                                  |                                         |                             |                |  |
|----------------------------------|-----------------------------------------|-----------------------------|----------------|--|
| V. IS THIS A PASS THROUGH GRANT? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | IF YES, AGENCY |  |
|----------------------------------|-----------------------------------------|-----------------------------|----------------|--|

IF YES, AGENCY

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**RESOLUTION NO. 23-152**

**AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH  
FORGOTTEN CATS, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE  
COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE  
OF FINANCE IN THE AMOUNT OF \$51,608.00**

**WHEREAS**, New Castle County, as an eligible recipient, received a total of \$108,531,220.00 in Coronavirus State and Local Fiscal Recovery (“CSLFR”) funds under the American Rescue Plan Act of 2021 (“ARPA”), Pub. Law. No. 117-2 from the United States Department of the Treasury (“Treasury”); and

**WHEREAS**, New Castle County Ordinance 21-129 and Ordinance 22-097 (the “Ordinances”) appropriated the full amount of these CSLFR funds from the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

**WHEREAS**, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

**WHEREAS**, New Castle County must enter into a grant agreement with Forgotten Cats, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

**WHEREAS**, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

**WHEREAS**, the grant agreement with Forgotten Cats, Inc. contemplates transfers of up to \$51,608.00 to mitigate financial hardship the organization experienced due to the COVID pandemic.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby approves the grant agreement listed on the attached Exhibit “A,” entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of  
New Castle County on:

---

President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution approves the execution of the listed grant agreement.

**Department of Administration, Office of Finance**

Forgotten Cats, Inc.

\$51,608.00

**FISCAL IMPACT:** This Resolution authorizes the execution of one grant agreement totaling \$51,608.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

---

Michael Smith  
Chief Financial Officer

| REQUISITIONER INFORMATION |                                         |                                        | VENDOR INFORMATION |            |              |                             |       |
|---------------------------|-----------------------------------------|----------------------------------------|--------------------|------------|--------------|-----------------------------|-------|
| NAME                      | Ben Morris-Levenson                     |                                        | FISCAL YR          | 2024       | NAME         | Forgotten Cats, Inc.        |       |
| DEPARTMENT                | ADMINISTRATION_12                       |                                        | FUND               | 110 GRANTS | ADDRESS      | 4023 Kennett Pike Suite 422 |       |
| ORGANIZATION              | 11122013 ADMIN - FIN - GRANTS           |                                        |                    |            |              | Greenville, DE 19807        |       |
| PHONE                     | (302) 395-5126                          |                                        | REQ#               | TBD        |              |                             |       |
| DELIVERY LOCATION         |                                         |                                        |                    |            |              |                             |       |
| SEND VENDOR PO            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |                    |            | CONTACT NAME | Olivia Westley              |       |
| CURRENT VENDOR            | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |                    |            | PHONE        | (610) 763-5711              | EXT   |
| VENDOR #                  |                                         |                                        |                    |            | EMAIL        | oliviawestleyfc@gmail.com   | FAX # |

|                  |  |
|------------------|--|
| ADDITIONAL NOTES |  |
|                  |  |

I. What is the purpose of the requisition or advice of change?

Forgotten Cats will lack funds that would assist in mitigating the financial hardship experienced during the COVID-19 pandemic.



**RESOLUTION NO. 23-153**

**AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FAITHFUL FRIENDS, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF \$150,000.00**

**WHEREAS**, New Castle County, as an eligible recipient, received a total of \$108,531,220.00 in Coronavirus State and Local Fiscal Recovery (“CSLFR”) funds under the American Rescue Plan Act of 2021 (“ARPA”), Pub. Law. No. 117-2 from the United States Department of the Treasury (“Treasury”); and

**WHEREAS**, New Castle County Ordinance 21-129 and Ordinance 22-097 (the “Ordinances”) appropriated the full amount of these CSLFR funds from the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

**WHEREAS**, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

**WHEREAS**, New Castle County must enter into a grant agreement with Faithful Friends, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

**WHEREAS**, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

**WHEREAS**, the grant agreement with Faithful Friends Inc. contemplates transfers of up to \$150,000.00 to mitigate financial hardship the organization experienced due to the COVID pandemic.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby approves the grant agreement listed on the attached Exhibit “A,” entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of  
New Castle County on:

---

President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution approves the execution of the listed grant agreement.

**Department of Administration, Office of Finance**

Faithful Friends, Inc.

\$150,000.00

**FISCAL IMPACT:** This Resolution authorizes the execution of one grant agreement totaling \$150,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

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Michael Smith  
Chief Financial Officer

| REQUISITIONER INFORMATION |                                         |                             | VENDOR INFORMATION |            |              |                                                                              |       |
|---------------------------|-----------------------------------------|-----------------------------|--------------------|------------|--------------|------------------------------------------------------------------------------|-------|
| NAME                      | Ben Morris-Levenson                     |                             | FISCAL YR          | 2024       | NAME         | Faithful Friends, Inc.                                                       |       |
| DEPARTMENT                | ADMINISTRATION_12                       |                             | FUND               | 110 GRANTS | ADDRESS      | 12 Germay Drive                                                              |       |
| ORGANIZATION              | 11122013 ADMIN - FIN - GRANTS           |                             |                    |            |              | Wilmington, DE 19804                                                         |       |
| PHONE                     | (302) 395-5126                          |                             | REQ#               | 2403103    |              |                                                                              |       |
| DELIVERY LOCATION         |                                         |                             |                    |            |              |                                                                              |       |
| SEND VENDOR PO            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                    |            | CONTACT NAME | Michelle Neef                                                                |       |
| CURRENT VENDOR            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                    |            | PHONE        | (302) 427-8514                                                               | EXT   |
| VENDOR #                  | 101088                                  |                             |                    |            | EMAIL        | <a href="mailto:michelle@faithfulfriends.us">michelle@faithfulfriends.us</a> | FAX # |

|                  |  |
|------------------|--|
| ADDITIONAL NOTES |  |
|                  |  |

I. What is the purpose of the requisition or advice of change?

|                                                                                                            |
|------------------------------------------------------------------------------------------------------------|
| Provide funds to Faithful Friends to mitigate financial hardship experienced during the COVID-19 pandemic. |
|                                                                                                            |
|                                                                                                            |

To assist Faithful Friends in recovering from financial hardship experienced during the COVID-19 pandemic.

Faithful Friends will lack funds that would assist in mitigating the financial hardship experienced during the COVID-19 pandemic.

|                                  |  |                                                                            |                |
|----------------------------------|--|----------------------------------------------------------------------------|----------------|
| V. IS THIS A PASS THROUGH GRANT? |  | <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, AGENCY |
|----------------------------------|--|----------------------------------------------------------------------------|----------------|

IF YES, AGENCY

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**RESOLUTION NO. 23-154**

**AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE  
DELAWARE CENTER FOR CONTEMPORARY ART, INC. TO MITIGATE  
FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE  
DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT  
OF \$100,000.00**

**WHEREAS**, New Castle County, as an eligible recipient, received a total of \$108,531,220.00 in Coronavirus State and Local Fiscal Recovery (“CSLFR”) funds under the American Rescue Plan Act of 2021 (“ARPA”), Pub. Law. No. 117-2 from the United States Department of the Treasury (“Treasury”); and

**WHEREAS**, New Castle County Ordinance 21-129 and Ordinance 22-097 (the “Ordinances”) appropriated the full amount of these CSLFR funds from the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

**WHEREAS**, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

**WHEREAS**, New Castle County must enter into a grant agreement with The Delaware Center for Contemporary Art, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

**WHEREAS**, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

**WHEREAS**, the grant agreement with The Delaware Center for Contemporary Art, Inc. contemplates transfers of up to \$100,000.00 to mitigate financial hardship the organization experienced due to the COVID pandemic.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby approves the grant agreement listed on the attached Exhibit “A,” entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of  
New Castle County on:

---

President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution approves the execution of the listed grant agreement.

**Department of Administration, Office of Finance**

The Delaware Center for Contemporary Art, Inc.                      \$100,000.00

**FISCAL IMPACT:** This Resolution authorizes the execution of one grant agreement totaling \$100,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

---

Michael Smith  
Chief Financial Officer

| REQUISITIONER INFORMATION |                                         |                                        | VENDOR INFORMATION |            |              |                                                                              |       |
|---------------------------|-----------------------------------------|----------------------------------------|--------------------|------------|--------------|------------------------------------------------------------------------------|-------|
| NAME                      | Ben Morris-Levenson                     |                                        | FISCAL YR          | 2024       | NAME         | Delaware Center for Contemporary Art, Inc.                                   |       |
| DEPARTMENT                | ADMINISTRATION_12                       |                                        | FUND               | 110 GRANTS | ADDRESS      | 200 South Madison Street                                                     |       |
| ORGANIZATION              | 11122013 ADMIN - FIN - GRANTS           |                                        |                    |            |              | Wilmington, DE 19801                                                         |       |
| PHONE                     | (302) 395-5126                          |                                        | REQ#               | 2403111    |              |                                                                              |       |
| DELIVERY LOCATION         |                                         |                                        |                    |            |              |                                                                              |       |
| SEND VENDOR PO            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |                    |            | CONTACT NAME | Courtney Widdoes                                                             |       |
| CURRENT VENDOR            | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |                    |            | PHONE        | (302) 598-7648                                                               | EXT   |
| VENDOR #                  |                                         |                                        |                    |            | EMAIL        | <a href="mailto:cwiddoes@decontemporary.org">cwiddoes@decontemporary.org</a> | FAX # |

|                  |  |
|------------------|--|
| ADDITIONAL NOTES |  |
|                  |  |

I. What is the purpose of the requisition or advice of change?

Provide funds to Delaware Center for Contemporary Art (The Delaware Contemporary) to mitigate financial hardship experienced during the COVID-19 pandemic.

To assist The Delaware Contemporary in recovering from financial hardship experienced during the COVID-19 pandemic.

The Delaware Contemporary will lack funds that would assist in mitigating the financial hardship experienced during the COVID-19 pandemic.

☐ YES ☒ NO

☒ YES ☐ NO

**VI. OTHER, PLEASE EXPLAIN**

8/15/2023

Introduced by: Ms. George, Mr. Smiley,  
Ms. Kilpatrick, Ms. Durham,  
Mr. Tackett  
Date of introduction: August 29, 2023

**RESOLUTION NO. 23-155**

**AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH GOOD  
NEIGHBORS, INC. TO ASSIST WITH DEVELOPMENT OF AFFORDABLE HOUSING  
FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE  
AMOUNT OF \$90,000.00**

**WHEREAS**, New Castle County, as an eligible recipient, received a total of \$108,531,220.00 in Coronavirus State and Local Fiscal Recovery (“CSLFR”) funds under the American Rescue Plan Act of 2021 (“ARPA”), Pub. Law. No. 117-2 from the United States Department of the Treasury (“Treasury”); and

**WHEREAS**, New Castle County Ordinance 21-129 and Ordinance 22-097 (the “Ordinances”) appropriated the full amount of these CSLFR funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

**WHEREAS**, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

**WHEREAS**, New Castle County must enter into a subaward agreement with Good Neighbors, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

**WHEREAS**, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

**WHEREAS**, the subaward agreement with Good Neighbors, Inc. contemplates transfers of up to \$90,000.00 to perform critical home repairs for low-income families, including roof repairs or replacements, window replacement, plumbing and electrical repairs, heater repair and replacement, installation of wheelchair ramps, siding replacement, and water damage repair for up to 25 homes in New Castle County.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby approves the subaward agreement listed on the attached Exhibit “A,” entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of  
New Castle County on:

---

President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution approves the execution of the listed subaward agreement.

**Department of Administration, Office of Finance**

Good Neighbors, Inc.

\$90,000.00

**FISCAL IMPACT:** This Resolution authorizes the execution of one subaward agreement totaling \$90,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

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Michael Smith  
Chief Financial Officer



| REQUISITIONER INFORMATION |                                         |                             | VENDOR INFORMATION |            |              |                               |       |
|---------------------------|-----------------------------------------|-----------------------------|--------------------|------------|--------------|-------------------------------|-------|
| NAME                      | Ben Morris-Levenson                     |                             | FISCAL YR          | 2023       | NAME         | Good Neighbors Inc.           |       |
| DEPARTMENT                | ADMINISTRATION_12                       |                             | FUND               | 110 GRANTS | ADDRESS      | 224 E. Street Road, Suite 2   |       |
| ORGANIZATION              | 11122013 ADMIN - FIN - GRANTS           |                             |                    |            |              | Kennett Square, PA 19348      |       |
| PHONE                     | (302) 395-5126                          |                             | REQ#               | 2403108    |              |                               |       |
| DELIVERY LOCATION         |                                         |                             |                    |            |              |                               |       |
| SEND VENDOR PO            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                    |            | CONTACT NAME | Bradford Dunn                 |       |
| CURRENT VENDOR            | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                    |            | PHONE        | (610) 324-6246                | EXT   |
| VENDOR #                  | 107254                                  |                             |                    |            | EMAIL        | brad.dunn@goodneighborshr.org | FAX # |

|                  |  |
|------------------|--|
| ADDITIONAL NOTES |  |
|                  |  |

I. What is the purpose of the requisition or advice of change?

|                                                                                            |
|--------------------------------------------------------------------------------------------|
| Provide funds to Good Neighbors Home Repair to repair up to 25 homes in New Castle County. |
|                                                                                            |

For Good Neighbors Home Repair to perform critical home repairs for low-income families, including roof repairs or replacements, window replacement, plumbing and electrical repairs, heater repair and replacement, installation of wheelchair ramps, siding replacement, and water damage repair.

Good Neighbors Home Repair will lack funds to perform the contemplated critical home repairs for low-income families.

|                           |  |
|---------------------------|--|
| VI. OTHER, PLEASE EXPLAIN |  |
|                           |  |

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Introduced by: Ms. Hartley-Nagle  
Date of Introduction: August 29, 2023

**RESOLUTION NO. 23-156**

**AUTHORIZING THE COUNTY EXECUTIVE TO SIGN  
THE AMENDED 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**, New Castle County and the Delaware Public Employees Council 81, AFSCME (American Federation of State County, and Municipal Employees) (AFL-CIO), and its affiliate Local 3911 negotiated a collective bargaining agreement for the years 2023-2026; and

**WHEREAS**, the County Council authorized the County Executive to sign the collective bargaining agreement with Local 3911 by passage of County Council Resolution Number 23-093; and

**WHEREAS**, the parties thereafter identified discrepancies in the contract that was attached as an Exhibit to Resolution Number 23-093; and

**WHEREAS**, the 2023-2026 Collective Bargaining Agreement between the Delaware Public Employees Council 81, AFSCME, affiliate Local 3911 attached hereto as “Exhibit A” implements the negotiated agreement as the parties intended.

**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:

---

President of County Council  
New Castle County

**SYNOPSIS:** This Resolution authorizes the County Executive to sign the amended 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 **5% premium pay** to employees who work as a training officer.

**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 |

§§§§§§§§§§§§§§§§§§

**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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**LOCAL 3911**

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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.

---

**For New Castle County**

\_\_\_\_\_  
Honorable Mathew S. Meyer  
County Executive

\_\_\_\_\_  
Date

**For AFSCME Local 3911**

\_\_\_\_\_  
Brian Bradford  
President AFSCME, Local 3911

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Begatto  
Executive Director, AFSCME Council 81

\_\_\_\_\_  
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 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, Juneteenth, 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) 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.

(b) 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.

(c) 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.

(d) 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.

(e) Absence Without Leave

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents himself/herself for three (3) consecutive days without leave shall be deemed to have quit. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

(f) Disability Leave

A permanent 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.

(g) 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.

(h) 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% premium pay 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****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 Service Team Leader – 26  
 Emergency Medical Services Lieutenant – 28  
 Emergency Medical Services Operations Support Specialist – 21  
 Emergency Medical Services Senior Lieutenant – 29  
 Emergency Medical Technician – 15  
 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  
 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

**EXHIBIT B****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

Telecommunicator III – Police – CTO

Telecommunicator III – Fire/Medical – CTO

Senior Telecommunicator II-Fire/Medical

Senior Telecommunicator II-Police

**Pay Grade 24**

Paramedic Corporal

Telecommunicator IV – Police &amp; Fire/EMS Communications

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**Pay Grade 25**

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

**Pay Grade 26**

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

**Pay Grade 27**

Paramedic Senior Sergeant

**Pay Grade 28**

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

**Pay Grade 29**

Emergency Medical Services Senior Lieutenant



**EXHIBIT C**

**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.**

| 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        | 31,911<br>67,295 | 33,507<br>70,660 | 35,182<br>74,193 | 36,942<br>77,903 | 38,789<br>81,798 | 40,729<br>85,889 | 42,765<br>90,183 | 44,904<br>94,693 | 47,149<br>99,427 | 49,506<br>104,398 |                  |

Effective: 07/01/2023 (Ordinance 23-062)

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

| 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        | 32,709<br>68,977 | 34,345<br>72,426 | 36,062<br>76,047 | 37,865<br>79,851 | 39,758<br>83,843 | 41,747<br>88,036 | 43,834<br>92,438 | 46,026<br>97,061 | 48,327<br>101,913 | 50,743<br>107,008 |                  |

Effective: 07/01/2024 (Ordinance 23-062)

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

| 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        | 33,527<br>70,702 | 35,203<br>74,237 | 36,963<br>77,949 | 38,812<br>81,847 | 40,752<br>85,939 | 42,791<br>90,237 | 44,930<br>94,749 | 47,177<br>99,487 | 49,535<br>104,460 | 52,012<br>109,683 |                  |

Effective: 07/01/2025 (Ordinance 23-062)

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

| 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        | 34,365<br>72,469 | 36,083<br>76,093 | 37,888<br>79,897 | 39,782<br>83,893 | 41,771<br>88,087 | 43,860<br>92,493 | 46,054<br>97,118 | 48,357<br>101,974 | 50,774<br>107,072 | 53,312<br>112,425 |                  |

Effective: 07/01/2026 (Ordinance 23-062)

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

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)

| 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 23-062)**

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

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)

| 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 23-062)**

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

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)

| 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 23-062)**

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



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)

| 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 23-062)**

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

Introduced by: Ms. Hartley-Nagle  
Date of introduction: August 29, 2023

**RESOLUTION NO. 23-157**

**AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE COLLECTIVE  
BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 2270, REPRESENTING NEW CASTLE COUNTY  
SCHOOL CROSSING GUARDS**

**WHEREAS**, the County Executive has successfully negotiated a ratified collective bargaining agreement with the International Brotherhood of Electrical Workers, Local 2270, representing New Castle County School Crossing Guards.

**NOW, THEREFORE, BE IT RESOLVED** by and for County Council of New Castle County that County Council hereby authorizes the County Executive to sign the collective bargaining agreement with the International Brotherhood of Electrical Workers, Local 2270, representing New Castle County School Crossing Guards, as set forth in Exhibit “A” hereto.

Adopted by County Council of  
New Castle County on:

---

President of County Council  
of New Castle County

**SYNOPSIS:** This Resolution authorizes the County Executive to sign the International Brotherhood of Electrical Workers, Local 2270 collective bargaining agreement. This is a four-year agreement retroactive to January 1, 2023 which defines the wages and other terms of employment for the bargaining unit.

Currently all members of the bargaining unit are at step 4 through 10. The bargaining agreement resets all employees currently at step 4 through 10 to steps 1 through 7 respectively and recalculates steps 8 through 10. The contract further provides for a 2.5% wage increase for the period January 1, 2023 through December 31, 2023; 2.5% wage increase in the second year effective January 1, 2024; a 2.5% wage increase in the third year effective January 1, 2025 and a 2.5% increase in the fourth year effective January 1, 2026. Additionally, members of the bargaining unit who did not receive a hiring bonus shall receive a one-time \$500 retention incentive payment.

**FISCAL NOTE:** This resolution would approve a four-year contract for the School Crossing Guards represented by the International Brotherhood of Electrical Workers, Local 2270. Below are the fiscal impacts (Salaries/Wages and Employee Benefits) of the Collective Bargaining agreement for the period of January 1, 2023 through December 31, 2026:

|        |           |
|--------|-----------|
| FY2023 | \$150,436 |
| FY2024 | \$247,020 |
| FY2025 | \$426,771 |
| FY2026 | \$579,997 |
| FY2027 | \$640,045 |

SSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSS

2023 – 2026

# AGREEMENT

between

# New Castle County

and

# LOCAL 2270

International Brotherhood of Electrical Workers  
Representing New Castle County School  
Crossing Guards

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

§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§

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**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023****AGREEMENT**

This agreement was entered into effective upon ratification between the Government of New Castle County, Delaware, hereinafter referred to as the County, and Local 2270, International Brotherhood of Electrical Workers (AFL-CIO), hereinafter referred to as Local 2270. The Local to this Agreement and the bargaining unit represented by the Union is part-time Crossing Guards.

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For New Castle County:

---

|                                              |      |
|----------------------------------------------|------|
| Honorable Matthew S. Meyer, County Executive | Date |
|----------------------------------------------|------|

County Negotiating Team:

Maya M. Matthews, Chief Negotiator

Michael R. Smith, Chief Financial Officer

Victoria Ford, Officer of Finance and Budget

Dr. Jacqueline D. Jenkins, Chief Human Resource Officer

Laura T. Hay, Esquire

Domenick Gregory, School Cross Guard Supervisor

Colleen Gilliland, Schol Cross Guard Supervisor

Jill Nagle, Confidential Assistant

For IBEW Local 2270:

---

|                                           |      |
|-------------------------------------------|------|
| Frank Gentry, President, Local 2270, IBEW | Date |
|-------------------------------------------|------|

Union Negotiating Team:

Dominick G. Macchia, Chief Negotiator

Carolynn Berner

Josephine Baron

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023****PURPOSE**

1.0 It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County and 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 the 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.

**ARTICLE 1**  
**UNION RECOGNITION, UNION MEMBERSHIP AND**  
**DEDUCTION OF UNION DUES**

1.1 Union Recognition

(a) The County recognizes the Union as the sole and exclusive collective bargaining agent for all employees employed by the County as crossing guards 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 employed as crossing guards and stated in the specifically numbered certification of the Public Employment Relations Board made on June 18, 2002.

1.2 Union Security

(a) 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 or who voluntarily tenders a service fee as may be established by the Union. The County shall require and the Union shall provide signed proof of each employee’s voluntary membership or service fee paying status.

1.3 Deduction of Union Dues or Service Fees

(a) The County agrees to deduct the periodic voluntary Union membership dues or voluntary service fees established by the Union in accordance with the Constitution and By-Laws of the Union, from the pay of employees who certify in writing, including their personal signature or a qualified substitute method of personal verification, that



**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

they authorize such deductions and who execute the “Authorization for Check-Off of Dues or Service Fee” form. Voluntary Union dues and voluntary service fees will be deducted after the County receives a fully executed and signed authorization form and signed proof of voluntary membership status or voluntary service fee payer status.

(b) Employees who certify that they authorize the deduction of voluntary membership dues or a voluntary service fee, and execute and sign the authorization form, assign to the Union from any wages earned or to be earned from the County as an employee, until such authorization may be revoked by the employee, the regular periodic dues or service fees.

(c) Dues or service fee 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 terms “dues” and “service fee” shall not be deemed to include any fine, assessment, contribution, or other form of payment required from members of IBEW Local 2270, AFL-CIO.

(e) In the event the Union changes the amount or the frequency of Union dues or service fees to be deducted from the paychecks of its members, it shall notify the Chief Human Resources Officer in writing at least twenty-five (25) 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 or service fees and the Union shall reimburse the County for any legal fees or expenses incurred in defending such action.

(g) Dues not withheld from an employee due to an error shall be deducted from the employee's pay during the next pay period.

## **ARTICLE 2 UNION AND COUNTY REPRESENTATION**

2.1 The County agrees to recognize Union-designated, at-large stewards. At-large stewards are recognized by the County to be acting for all employees in Local 2270. There shall not be more than five (5) such at-large stewards.

2.2 In the case of extended unavailability of a steward, the Union may appoint an alternate and shall give written notice of such appointment to the supervisor.

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

2.3 The Union agrees to recognize the Chief Human Resources Officer or designee as the duly authorized person responsible for all aspects of administration of this Agreement. Wherever an elected or appointed County official is referred to in this Agreement, it shall be deemed to include that official or designee.

(a) County employees, whose attendance during working hours is required at grievance proceedings, shall attend without loss of regular straight time pay. Requests by the Union for employees to attend the various steps of the grievance process shall be cleared with the Chief Human Resources Officer and the departmental general manager or senior manager involved. Any County employee attending various steps in the grievance process outside of regular scheduled working hours shall not be eligible for pay for attendance at such meeting.

(b) In connection with the negotiation of collective bargaining agreements between the County and members of the bargaining unit, up to two (2) bargaining unit employees may attend negotiation sessions scheduled during regular working hours without loss of regular straight time pay. Any County employee attending negotiation sessions outside of regular scheduled working hours shall not be eligible to be paid by the County for attendance at such meeting.

(c) Members of the bargaining unit, whose attendance at meetings held during regular scheduled working hours is requested by the County Executive or the Chief Human Resources Officer, shall attend such meetings without loss of regular straight time pay. Bargaining unit employees attending such meetings outside of regular scheduled working hours shall not be eligible to be paid by the County for attendance at such meetings.

**ARTICLE 3****STANDARD OF RESPONSIBILITY AND CONFIDENTIALITY****3.0 Contract Administration**

Information concerning the conduct of County business covered by this Agreement and other data, information, and methods of operation that are received by the employee during the course of employment are and shall be treated as confidential and are for the sole and exclusive use of the County. The employee agrees not to copy such material or divulge such material directly or indirectly to any other person at any time, except as may be necessary or desirable to persons authorized by the County.

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023****ARTICLE 4  
GRIEVANCE PROCEDURE**

4.1 A grievance is a dispute which may arise between the parties concerning the application or interpretation of the provisions of this Agreement. Although either party may file a grievance alleging violation of the terms and conditions of this Agreement, any matter relating to employees during their probationary period shall not be the subject of a grievance.

4.2 It shall be the firm policy of the County and the Union to assure every employee in the bargaining unit an unobstructed use of the grievance procedure without fear of reprisal and without prejudice in any manner concerning job status.

4.3 The time limits as set forth herein may be extended by mutual written agreement of the parties.

4.4 If a grievance is not properly initiated or appealed within the time limits set forth, the grievance shall be considered waived.

4.5 If the County does not provide a decision to a grievance within the time limits set forth herein, the grievance may be appealed as if it had been denied.

4.6 The grievance must be brought to the immediate supervisor's attention no later than fourteen (14) calendar days after an event or fourteen (14) calendar days after an employee becomes aware of an event or should have been aware of an event which is the immediate cause of the grievance.

**STEP ONE: IMMEDIATE SUPERVISOR**

4.7 In an attempt to resolve the grievances at the lowest possible level, the employee shall (within the appropriate time limit of Section 4.06 first informally discuss the matter with the immediate supervisor.

(a) If the matter is unresolved the employee shall reduce the grievance to writing as described in Section 4.09 and submit the written grievance to the immediate supervisor within seven (7) calendar days of the informal meeting.

(b) The immediate supervisor shall schedule a meeting with the employee, the appropriate Union steward, and such other persons as are necessary.

4.8 Either the Union through its president or the County through the Chief Human Resources Officer may reject any settlement of a grievance that takes place at Step One by notifying the other party of the intention to appeal the

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

grievance to Step Two. Such written notification must be given within fourteen (14) calendar days of the date when the settlement was reached.

4.9 All written grievances (from Section 4.07(a) on) shall be filed on forms provided by the Office of Human Resources and shall contain the following information:

- (a) What part of the Agreement has been violated.
- (b) When the grievance occurred.
- (c) The specific remedy sought.
- (d) The name or names of the employee(s) filing the grievance.

**STEP TWO: DEPARTMENT GENERAL MANAGER/CHIEF H.R. OFFICER**

4.10 If the response is not satisfactory under Section 4.07, then within ten (10) calendar days after the meeting with the immediate supervisor in Section 4.07(b) the grievance shall be presented in writing to the general manager and a copy sent to the Chief Human Resources Officer (“CHRO”).

4.11 The department general manager and the CHRO, or their designee, and such other persons as the department general manager deems appropriate shall meet within ten (10) calendar days with the grievant and the appropriate Union steward.

- (a) The department general manager shall render a decision in writing within five (5) calendar days after the grievance meeting in Section 4.11.

**STEP THREE: ARBITRATION**

4.12 If the Step Two decision is unacceptable, the grievance may be appealed to arbitration unless prohibited under Section 4.13.

4.13 Grievances which allege violation of rights protected under equal employment opportunity laws or which allege violation of state or federally protected constitutional rights shall not be appealed to arbitration.

4.14 To be properly appealed, notice of appeal of a grievance to arbitration must:

- (a) Be filed with the non-appealing party within twenty (20) calendar days after the final decision has been given in writing under Step Two; and

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

(b) The appealing party shall notify the Philadelphia Office of the American Arbitration Association (AAA) of the existence of the grievance and the need for the first list of arbitrators' names within twenty (20) calendar days after notice in Section 4.14(a) is received.

4.15 In the event the parties cannot agree on a selection within ten (10) calendar days after the list of names has been received by both parties from the AAA, the arbitrator shall be selected under Voluntary Labor Arbitration rules of the AAA.

4.16 The grievant, the steward, the President of the Union and such other employees deemed essential or appropriate at the arbitration hearing shall attend without loss of regular, straight time pay, should the hearing occur during working time. However, compensation shall not exceed five (5) hours of straight time pay (if the employee was scheduled to work those hours) for attendance at the arbitration hearing.

4.17 The arbitrator, at the request of either party, may ask the grievant whether the grievant is aware that the arbitrator's decision is final and binding.

4.18 Arbitrator's Powers

(a) The arbitration award shall be final and binding and shall be in writing setting 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 not have power to establish or change any salary or job content of any classification or to modify any salary schedule.

(b) In case of a grievance involving any continuing or other money claim against the County, no award shall be made by the arbitrator which shall allow accruals prior to the date when such grievance shall have been presented to the County in writing except in a case whereby the employee or the Union could not know prior to that date that there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

(c) The fee for the arbitrator's services 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, it can be obtained at cost.

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023****4.19 Special Rights of the Parties**

(a) The Union has a right to initiate a system-wide grievance at Step Two without necessarily representing any single grievant if the grievance involves a matter of general application to members of the bargaining unit. All individuals in the group that will be affected by the grievance and its resolution shall be bound to any resolution which is accepted by the Union representatives and shall not thereafter again raise the issue individually. This is the only exception to the requirement that a grievant sign the written grievance in Section 4.07. However, the group of employees whose rights are being determined by the system-wide grievance must be identified with specificity on the grievance form.

(b) The County shall have 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 County shall first inform the President of the Union in writing before the County requests arbitration.

4.20 The Union agrees that when a grievance requires either multiple witnesses or grievants the Union will make every effort to arrange for the scheduling of such people in such a manner as to avoid cumulative testimony and to minimize disruption and expense to the County.

**ARTICLE 5  
NON-DISCRIMINATION**

5.1 The County shall not interfere with or discriminate with respect to any term or condition of employment against any employee covered by this Agreement because of membership in or non-membership in, or legitimate activity as required in this Agreement on behalf of members of this bargaining unit. The County shall not discourage or encourage membership in the Union or encourage or discourage membership in any other Union or entity organized for the purpose of representing employees in collective bargaining.

5.2 The Union agrees to represent all employees in the bargaining unit in a full and faithful manner regardless of membership in the Union. Employees shall be admitted to Union membership and fully and faithfully represented without discrimination on the basis of race, religion, color, national origin, marital status, age, gender, political affiliation, disability, sexual orientation, pregnancy, or genetic information and/or source of funding in accordance with applicable state and federal laws, as long as they tender to the Union the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

5.3 The Union agrees to cooperate fully with the County in complying with federal and state laws to assure equal employment opportunity.

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

5.4 The Union recognizes its responsibility not to interfere, restrain, or coerce any employee of the County from joining or not joining the Union or in performing County assigned duties.

**ARTICLE 6**  
**MANAGEMENT OF THE COUNTY AND PRESERVATION OF THE MERIT**  
**SYSTEM**

6.1 The Union recognizes that areas of responsibility must be reserved to the County Executive, County Council, and general managers if the County government is to function efficiently. In recognition of this principle, it is agreed that the following responsibilities of management are non-delegable obligations of the elected and appointed officials and are, therefore, totally outside the purview of this Agreement and the grievance procedure contained in Article 4.

(a) The determination of the type and level of governmental services to be provided to the citizens of New Castle County.

(b) The determination of the County's financial, budgetary, accounting, and organizational policies, procedures, rules, and regulations; and the right to direct all operations of the County to provide efficient delivery of services to the public.

(c) The right to establish, discontinue, modify, or change, as well as to continuously monitor, any and all personnel policies, rules, regulations, practices, procedures, and programs which may be instituted by the County to retain, foster, and promote the principles of merit and fitness in recruitment, employment, and promotion as set forth in the merit ordinances.

(d) 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 job-related selection techniques; the determination of the number of people 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.

(e) Any matter involving the management of the County and not covered by this Agreement is in the province of the County.

(f) The language of this Collective Bargaining Agreement shall prevail over any law, statute, ordinance, rule, or regulation of New Castle County unless such law, statute, ordinance, rule, or regulation has been passed pursuant to a legally required exercise of non-delegable authority.



**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023****ARTICLE 7  
SENIORITY**

7.1 The parties agree that they share a mutual concern for the efficient operation of all departments of New Castle County. Therefore, the County agrees to seniority by occupational classification and occupational groupings with respect to transfer to a permanent assignment, lay-offs, and recall. Seniority shall be determined as being "County-Wide Seniority" within the bargaining unit.

7.2 Acquiring Seniority:

(a) Seniority standing shall be granted to all employees. This standing is to be determined on the basis of actual length of continuous service as crossing guards from the latest date of permanent employment with the County.

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

(c) In the event of a tie in seniority, the employee with the highest last three (3) digits of his/her social security number shall be considered the senior employee. If a tie exists when these last three (3) digits have been reviewed, the employee with the highest last four (4) digits in his/her social security number shall be considered the senior employee.

7.3 Probationary Employment Period:

All newly appointed hourly rated employees shall be subject to a probationary employment period of six (6) months. Employment during the months of June, July, and August shall not count toward the six (6) month probationary period.

7.4 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.

7.5 Employees may be required to work during summer school sessions. In such cases, the County will solicit volunteers. Should there be an insufficient number of volunteers, the junior employees in the affected school districts shall be required to work.

**ARTICLE 8  
LEAVES OF ABSENCE**

8.1 Leaves of absence may be granted to members of the bargaining unit covered by this Agreement as follows:



**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023****8.2     Civil Leave**

An employee shall be given leave when subpoenaed to appear in connection with County business before a court or public body or commission, and the employee shall not lose any straight time pay for work time lost in connection with such subpoena.

**8.3     Jury Duty**

A leave of absence shall be granted to a member of the bargaining unit who has been subpoenaed to serve on jury duty. Requests for such leave shall be submitted through the immediate supervisor to the CHRO in advance, 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 regular salary for hours of absence and shall not be required to remit jury fees received to the County. The employee is to return to work on a daily basis if time permits.

**8.4     Leave Without Pay**

A department general manager, with the approval of the County Executive, may grant an 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 this leave without pay shall be interpreted as a resignation. Leave without pay shall be granted only when it will not result in harm to the interests of the County as an employer beyond any benefits to be realized.

**8.5     Absence Without Leave**

An absence of any 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 the employee may be subject to disciplinary action up to and including discharge. Any employee who is absent for three (3) consecutive days without leave shall be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant. Said decision shall be at the County's discretion.

**8.6     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 (1) employee for this bargaining unit.

**8.7     Union Convention**

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

Leaves of absence without 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 the extent operational necessity permits. Such leaves may be granted to not more than two (2) employees in this bargaining unit 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, and other appropriate union business. The Union shall provide thirty (30) calendar days advance written notice of intention to attend and names of employees. Such notice to be provided to the supervisors, who will forward a copy indicating approval to the CHRO.

Seniority shall accumulate during all authorized leaves of absence.

**ARTICLE 9  
MILITARY LEAVE**

9.1 “Armed Forces” is defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard. "Reserve Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Office of 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.

9.2 Employees who leave their service with the County to join the Armed Forces, or who are ordered duty with the Armed Forces, shall be granted leave from their position and the right to return to that position in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

9.3 National Guard or Reserve

(a) Any employee who is a member of the National Guard, or an organized, military reserve of the United States, will be entitled to a leave of absence, without pay, not to exceed a total of ten (10) working days in any one (1) calendar year, or a longer period as may be required by the employee’s orders and USERRA.

(b) Any permanent employee who is a member of the National Guard, or an organized military reserve of the United States and who is ordered to perform emergency duty under the supervision of the United States Government or any state, shall be granted a leave of absence without pay during the period of such activity.

9.4 In order to insure uniformity, requests for deferment of employees from service in the Armed Forces shall be made only by the County Executive.

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023****ARTICLE 10  
PERSONAL LEAVE**

10.1 Upon completion of the probationary period, employees in the bargaining unit shall accumulate twenty-four (24) hours personal leave each January to be used for personal leave or illness. An employee may carry over eight (8) hours of leave each calendar year.

10.2 An employee who wishes to use personal leave shall submit a request in accordance with the Department's policy at least forty-eight (48) hours in advance of the date of the requested leave. Management shall approve such requests as operational needs allow. Employees with personal leave will be paid for their first twenty-four (24) hours of absence. Employees may elect to receive payment for regular scheduled work hours which the employee does not work on account of school closings due to holidays or in-service days. In no event shall an employee be entitled to receive premium pay for personal leave taken on a holiday, or be permitted to utilize personal leave if use of such leave would cause the employee to be paid for more than twenty-five (25) hours in a given work week. Any unused personal time shall be paid to the employee at the end of the calendar year. Employees who leave employment before June 30 in a calendar year shall not be paid for unused personal leave.

10.3 Upon completion of the probationary period, employees in the bargaining unit who complete a full school year with perfect attendance, defined as no absences from work other than absences for leave permitted under Articles 10 and 11 hereof, shall be granted one (1) day leave with pay to be used during the following school year.

**ARTICLE 11  
BEREAVEMENT LEAVE**

11.0 Upon completion of the probationary period, employees in the bargaining unit shall be granted four (4) days paid bereavement leave in the event of the death of a spouse; two (2) days paid leave in the event of the death of a member of the immediate family, defined for purposes of this Article 11 as parent, mother-in-law, father-in-law, sister, brother, son, daughter, or grandchild; and one (1) days paid bereavement leave in the event of the death of a brother-in-law or sister-in-law. A leave in such instance shall commence on the day of the death of the immediate family member and cease no later than the first work day following the day of the funeral.

**ARTICLE 12  
HOURS OF WORK AND RATES OF PAY**

12.1 The payroll period for all hourly employees shall begin at 12:01 a.m., Monday and end the following Monday at 12:01 a.m. The employee's regular

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

work week shall normally consist of not more than twenty-five (25) hours, Monday through Friday inclusive.

12.2 Employees shall receive payment for hours for which they are scheduled to work on any day on which an emergency school closing occurs due to weather conditions or other unforeseen circumstances.

**ARTICLE 13  
SAFETY AND HEALTH**

13.1 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 operation.

13.2 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.

13.3 The County agrees to provide non-prescription safety glasses to all bargaining unit employees who request such item.

13.4 It is in the spirit of safety and cooperation that the Union agrees to random drug and alcohol testing for employees within the bargaining unit. The Union agrees that the employees covered by the agreement will be included in the County's random drug and alcohol testing procedures contained in the County's drug testing policy.

13.5 Employees shall be subject to a biennial physical exam to be conducted by the County's occupational health care provider at the County's expense. Employees shall be compensated at their hourly rate for the time spent attending the physical exam.

**ARTICLE 14  
INSURANCE AND BENEFITS****14.1 Life Insurance**

Effective January 1, 2004, the County agrees to assume the full cost of life insurance with a death benefit of Ten Thousand Dollars (\$10,000). 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 at the County's group rate price.

14.2 The County shall assume the full cost of providing Two Thousand Five Hundred Dollars (\$2,500.00) of life insurance with accidental death and

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

dismemberment benefits for any employee who retires from County service on or after July 1, 2016 and/or has completed at least ten (10) years of service.

#### 14.3 Mandated Insurance

Should the employer be obligated by law to contribute to a government operated or mandated insurance program, national or otherwise, which duplicates the benefits provided by the employer under any insurance policy currently in effect as a result of this Agreement, it is the intent of the parties that the employer not be obligated to provide double coverage. To escape such double coverage, the employer shall be permitted to cancel benefits of policies which duplicate in whole or in part the provisions of the compulsory governmental sponsored insurance programs.

#### 14.4 Flexible Spending Accounts

The County shall maintain employee spending accounts as permitted by Internal Revenue Code, Section 125.

#### 14.5 Pension Plan

New Castle County and the Union agree that eligible employees covered by the Agreement shall continue to be covered under the School Crossing Guards Pension Plan maintained for the employees by New Castle County and that the terms of the Plan shall govern the employees' Pension Rights and Obligations.

The employees covered by the Plan shall contribute Ten Dollars (\$10.00) per pay period into the Plan.

The County agrees that the County will continue to contribute an annual amount that is necessary to fund the Plan obligations. Said amounts shall continue to be determined by the Fund Actuary. The County shall advise the Union annually of the amount of the County contribution.

The County shall make annual contributions to maintain the current pension program for each eligible employee. Each employee shall contribute Ten Dollars (\$10.00) per pay period.

The County agrees to work with the pension board and County Council to pursue opening a window of opportunity to permit eligible employees to “buy-in” to the School Crossing Guards Pension Plan, on the terms offered to eligible employees at the time the School Crossing Guards Pension Plan was established.

The County agrees to provide health insurance coverage to employees in the event health insurance benefits are provided to any other part-time County employees.

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023****14.6 Deferred Compensation**

Members of the bargaining unit who have completed the probationary period shall be eligible to participate in the County's deferred compensation plan, subject to applicable rules and regulations issued by the Internal Revenue Service and the carrier administering this plan.

**ARTICLE 15  
VISITATION**

15.1 The County shall permit designated staff members of Local 2270, not to exceed two (2) per visit, to visit a department to investigate matters pertaining to the enforcement and administration of this Agreement.

15.2 Such representatives shall notify the School Crossing Guard Supervisor or designated Manager in advance of the visit.

15.3 Any visitation from Local 2270 representatives or other Union officials shall not interfere with the performance of the employee's job duties.

**ARTICLE 16  
BULLETIN BOARDS**

16.1 The County agrees to provide and maintain in the crossing guard building a bulletin board where notices of official Union matters may be posted by the Union.

16.2 The County agrees to display photographs or memorabilia of the Crossing Guards in the Public Safety Building. Items for display shall be provided by the Union and shall become County property. Management retains the sole right to determine what is displayed.

**ARTICLE 17  
UNEMPLOYMENT COMPENSATION COVERAGE**

17.1 The County shall continue to place the employees covered by this agreement under Senate Substitute No. 1 for Senate Bill No. 13 (an Act to Amend title 19, Delaware Code, relating to Unemployment Compensation by Providing for a Method of Election of Coverage and Reimbursement for Benefits Paid by Agencies and Political Subdivisions of the State of Delaware). Approved by the Governor, July 7, 1964.

**ARTICLE 18  
UNIFORMS**

18.1 The County shall continue to provide uniforms and safety vests to employees.

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

18.2 Replacement of unserviceable uniforms must be approved by the department general manager after the employee has presented the worn article for inspection.

18.3 An employee shall not wear the County uniform except while performing work covered by this agreement.

18.4 Upon termination of employment, all uniforms must be returned to the department.

**ARTICLE 19  
DURATION OF THE CONTRACT**

19.0 This Agreement shall become effective on January 1, 2023 and shall remain in full force and effect until 11:59 p.m. December 31, 2026. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by certified mail on or before October 31, 2026, or any subsequent year.

**ARTICLE 20  
ALTERATION OF AGREEMENT**

20.1 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 this Agreement is made and executed in writing between the parties and same has been ratified by the Union.

20.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

20.3 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.

**ARTICLE 21  
SALARIES**

21.0 Pay Plan and Rates of Pay for Union, Unclassified Service, School Crossing Guards.

Effective July 1, 2023, the pay plan effective January 1, 2023, shall be revised as follows: Steps 1 through 3 shall be eliminated and the existing Steps 4

**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

through 7 shall replace them. A new recalculated Steps 8, 9 and 10 shall be added and the pay plan shall be renumbered such that Step 4 shall be designated as Step 1, Step 5 shall be designated as Step 2, Step 6 shall be designated as Step 3 and so on with the result that, employees shall go down three (3) step(s). There shall be no change in the number of Steps in the pay plan which shall remain at 10.

Effective January 1, 2023, hourly wages for all employees in the bargaining unit shall include a 2.5% general wage increase as set forth in the wage chart below.

Effective January 1, 2024, hourly wages for all employees in the bargaining unit shall include a 2.5% general wage increase as set forth in the wage chart below.

Effective January 1, 2025, hourly wages for all employees in the bargaining unit shall include a 2.5% general wage increase as set forth in the wage chart below.

Effective January 1, 2026, hourly wages for all employees in the bargaining unit shall include a 2.5% general wage increase as set forth in the wage chart below.

| Step | 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2023 | \$15.43 | \$16.20 | \$17.01 | \$17.86 | \$18.75 | \$19.69 | \$20.67 | \$21.71 | \$22.79 | \$23.93 |
| 2024 | \$15.81 | \$16.60 | \$17.43 | \$18.30 | \$19.22 | \$20.18 | \$21.19 | \$22.25 | \$23.36 | \$24.53 |
| 2025 | \$16.21 | \$17.02 | \$17.87 | \$18.76 | \$19.70 | \$20.68 | \$21.72 | \$22.80 | \$23.94 | \$25.14 |
| 2026 | \$16.61 | \$17.44 | \$18.31 | \$19.23 | \$20.19 | \$21.20 | \$22.26 | \$23.37 | \$24.54 | \$25.77 |

**Retention Incentive** – All employees on payroll and members of Local 2270 IBEW (excluding employees who otherwise have qualified for a signing bonus upon hire) upon the date of ratification of this contract shall receive a one-time retention incentive payment of \$500. This incentive shall not be renewed. The County shall issue the one-time payment between September 1, 2023, and September 30, 2023.

On the anniversary date of employment, an employee shall move to the next available step provided the employee has received a satisfactory evaluation.

## **ARTICLE 22**

### **NO STRIKE**

22.1 Both the Union and the County recognize the importance of services rendered by the employees covered by this Agreement and the duty of the County to render continuous service to the public. Therefore, the Union agrees



**FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023**

that it will not call, engage in, participate in, or sanction any strike, work stoppage, sympathy strike, slowdown, etc. during the life of this Agreement. The County agrees that there shall be no lockout during the life of this Agreement.

22.2 The Union will take every reasonable precaution and action to prevent or stop any such strike or work stoppage during the life of this Agreement.

Introduced by: Ms. Hartley-Nagle  
Date of introduction: July 25, 2023

**ORDINANCE NO. 23-096**

**TO AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE  
EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES  
COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607 AND ADOPT THE  
REVISED CLASS SPECIFICATION FOR STOREKEEPER**

**WHEREAS**, the Department of Public Works has determined that it is necessary to make organizational changes to operate most effectively; and

**WHEREAS**, the Department recommended the class specification for Storekeeper be updated to include a more focused description of responsibilities; and

**WHEREAS**, it is recommended that the pay Grade for Storekeeper be changed from Pay Grade 15 to Pay Grade 17; and

**WHEREAS**, the Human Resources Advisory Board at its meeting on July 6, 2023, reviewed the revisions to the class specification for the position title of Storekeeper and recommended the change from Pay Grade 15 to Pay Grade 17 on the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607; and

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

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

Section 1. The revised Class Specification for Storekeeper is adopted as set forth in Exhibit "A."

Section 2. The Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, effective July 1, 2022 is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "B."

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, revises the position title of Storekeeper from Pay Grade 15 to Pay Grade 17 on the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, and adopts the revised class specification, as recommended by the Human Resources Advisory Board.

**FISCAL IMPACT:** This Ordinance, if approved, revises the position title of Storekeeper from Pay Grade 15 to Pay Grade 17 on the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, and adopts the revised class specification, as recommended by the Human Resources Advisory Board.

There is currently one filled position with the title Storekeeper. The estimated fiscal impact (Salaries/Wages and Benefits) of reclassifying the one employee currently in this position is \$3,426 in FY2024, \$3,601 in FY2025 and \$3,782 in FY2026.

**NEW CASTLE COUNTY GOVERNMENT****Number** 0082**Page** 1 of 2**Date** 02/08/17**CLASS SPECIFICATION****Title:** STOREKEEPER**Approved:**GENERAL STATEMENT OF DUTIES:

The Storekeeper is responsible for all warehouse operations activities including shipping and receiving, deliveries, coordination on and management of maximum/minimum thresholds of stocked items, documenting warehouse transactions, entering and maintaining inventory and material/supply issuance records in a work order management system, and overseeing storage of surplus inventory and property for New Castle County. Performs related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This employee performs a variety of shipping/receiving, inventory control- and restocking activities. This employee is also responsible for entering receipts and issuance data in the warehouse work order management system; This employee provides quality control of inventory and performs annual reconciliation audits; stores and distributes supplies and equipment and maintains inventory and stock records; This records; This employee may supervise support staff.

EXAMPLES OF WORK: (Illustrative only)

- Maintains the warehouse and inventory areas in a neat and orderly manner;
- Assists employees in the receipt, issuance, and storage of equipment, supplies, and uniforms;
- Enters and records issuance and supply of PPE (personal protection equipment) into work order management system.
- Maintains inventory data base in a work order management system used by the Department of Public Works
- Leads efforts and conducts bi-annual inventory audits to ensure accuracy and accounting for all stock items. Results are entered into the work order management system
- Maintains inventory issuance reports to maintain quality control and accountability
- Enters receipts and maintains records of work boot vouchers issued to remain compliant with County policy
- Searches work order management system to determine stock-use by employees or section to maintain compliance to Department/County Policy
- Receives and inspects all incoming materials and reconciles with purchase orders;
- Enters yard items, from Loader Operator sheets, onto workorders
- Processes and distributes documentation with purchase orders; reports, documents and tracks damages and discrepancies on orders received.
- May make deliveries of requested supplies and/or surplus property to departments when necessary;
- Receives, tags, stores photographs and tracks surplus property; prepares property lists for items to be sold at auctions;
- Files GovDeals receipts from Purchasing to ensure they are signed and returned.
- Inspects supplies and equipment and recommends disposition;

**NEW CASTLE COUNTY GOVERNMENT****Number** 0082**Page** 1 of 2**Date** 02/08/17**CLASS SPECIFICATION****Title:** STOREKEEPER**Approved:**

- Determines extent of damage to equipment and what repairs are necessary;
- May make repairs and adjustments to tools and equipment;
- Ships or returns canceled and damaged items back to vendors;
- Coordinates and manages product pick-up with primary points of contact within each operating section of Public Works
- Operates a fork-lift truck or ~~front-end~~ loader to load and unload materials;
- ~~Supervises and assists in taking a complete inventory on a cyclical basis;~~
- Keeps up-to-date inventory issue and receipt records;
- Assists in establishing and maintaining minimum and maximum stock levels;
- Assists in developing and implementing operating procedures;
- May train and direct the work of seasonal employees;
- This employee is green-carded to the Central Receiving Supervisor position, as needed
- Promotes an ongoing attitude of dedication to excellent public service and ensures that external and internal customers are provided with the highest quality of service;
- Operates a personal computer, and other related equipment in the course of the work.

**REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:** Thorough knowledge of modern warehouse procedures, including receiving, storing, and issuing large quantities of equipment and supplies; Good knowledge of computerized warehouse record keeping systems and work order management systems; knowledge of basic stock inventory procedures and ability to maintain perpetual inventory records; ability to institute action on items not returned; ability to communicate courteously and effectively, both verbally and in writing; ability to establish and maintain good working relationships with other employees; ability to lift heavy objects

**MINIMUM QUALIFICATIONS:** At least three (3) years' experience working in a storeroom, warehouse or related field and completion of a standard high school course or GED certificate program; or any equivalent combination of experience and training directly related to the required knowledge, skills, and abilities.

**ADDITIONAL REQUIREMENTS:** Possession of a valid Delaware Class D driver's license or its equivalent; ability to pass a Class II County physical examination and background check.

**HISTORY OF REVISIONS:**

Established: 10/09/75  
 Revised: 07/26/88  
 Revised: 03/20/89  
 Revised: 08/13/90  
 Revised: 01/24/95  
 Revised: 11/01/98  
 Revised: 05/01/03  
 Revised: 02/08/17

**PAY PLANS AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES  
REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607**

| <b>CLASSIFICATION</b>                        | <b>PAY<br/>GRADE</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> |
|----------------------------------------------|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| CLERK                                        | 12                   | 27,354   | 28,721   | 30,157   | 31,664   | 33,245   | 34,908   | 36,654   | 38,486   | 40,411   | 42,432    |
| SURVEYOR ASSISTANT                           | 12                   |          |          |          |          |          |          |          |          |          |           |
| ADMINISTRATIVE SERVICES TECHNICIAN           | 14                   | 30,157   | 31,664   | 33,245   | 34,908   | 36,654   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780    |
| AUTOMOTIVE PARTS CLERK                       | 14                   |          |          |          |          |          |          |          |          |          |           |
| CLERK TYPIST                                 | 14                   |          |          |          |          |          |          |          |          |          |           |
| COMPUTER OPERATOR I                          | 14                   |          |          |          |          |          |          |          |          |          |           |
| JUNIOR ADMINISTRATIVE AIDE                   | 14                   |          |          |          |          |          |          |          |          |          |           |
| KEY OPERATOR                                 | 14                   |          |          |          |          |          |          |          |          |          |           |
| MICROFILM TECHNICIAN                         | 14                   |          |          |          |          |          |          |          |          |          |           |
| PUBLIC SAFETY AIDE                           | 14                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNT CLERK I                              | 15                   | 31,664   | 33,245   | 34,908   | 36,654   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121    |
| CUSTOMER SERVICES COORDINATOR                | 15                   |          |          |          |          |          |          |          |          |          |           |
| DRAFTING TECHNICIAN I                        | 15                   |          |          |          |          |          |          |          |          |          |           |
| INTERLIBRARY LOAN ASSISTANT                  | 15                   |          |          |          |          |          |          |          |          |          |           |
| LIBRARY ASSISTANT                            | 15                   |          |          |          |          |          |          |          |          |          |           |
| STOREKEEPER                                  | 15                   |          |          |          |          |          |          |          |          |          |           |
| COMPUTER OPERATOR II                         | 16                   | 33,245   | 34,908   | 36,654   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578    |
| SURVEY INSTRUMENT OPERATOR                   | 16                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNT CLERK II                             | 17                   | 34,908   | 36,654   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157    |
| COURT CLERK                                  | 17                   |          |          |          |          |          |          |          |          |          |           |
| DEPUTY I                                     | 17                   |          |          |          |          |          |          |          |          |          |           |
| PRINCIPAL LIBRARY ASSISTANT                  | 17                   |          |          |          |          |          |          |          |          |          |           |
| SECRETARY                                    | 17                   |          |          |          |          |          |          |          |          |          |           |
| STOREKEEPER                                  | 17                   |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS DATA TECHNICIAN                 | 17                   |          |          |          |          |          |          |          |          |          |           |
| DISPATCHER                                   | 18                   | 36,654   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864    |
| GRAPHIC ARTS DESIGNER                        | 18                   |          |          |          |          |          |          |          |          |          |           |
| MAINTENANCE PROGRAM TECHNICIAN               | 18                   |          |          |          |          |          |          |          |          |          |           |
| RADIO COMMUNICATOR                           | 18                   |          |          |          |          |          |          |          |          |          |           |
| SANITARY MAINTENANCE TECHNICIAN              | 18                   |          |          |          |          |          |          |          |          |          |           |
| TREASURY CUSTOMER SERVICE REPRESENTATIVE     | 18                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNT CLERK III                            | 19                   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707    |
| ADMINISTRATIVE AIDE                          | 19                   |          |          |          |          |          |          |          |          |          |           |
| ASSESSMENT TECHNICIAN                        | 19                   |          |          |          |          |          |          |          |          |          |           |
| ASSESSOR I                                   | 19                   |          |          |          |          |          |          |          |          |          |           |
| BUDGET OFFICE ASSISTANT                      | 19                   |          |          |          |          |          |          |          |          |          |           |
| LIBRARY SPECIALIST                           | 19                   |          |          |          |          |          |          |          |          |          |           |
| PARTY CHIEF                                  | 19                   |          |          |          |          |          |          |          |          |          |           |
| PERMIT PROCESS TECHNICIAN                    | 19                   |          |          |          |          |          |          |          |          |          |           |
| ASSISTANT PROCUREMENT AGENT                  | 20                   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694    |
| BUILDING AND SITE INSPECTOR                  | 20                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED ASSESSOR I                         | 20                   |          |          |          |          |          |          |          |          |          |           |
| COMMUNITY DEVELOPMENT HOUSING INSPECTOR      | 20                   |          |          |          |          |          |          |          |          |          |           |
| CUSTOMER INFORMATION & ASSISTANCE SPECIALIST | 20                   |          |          |          |          |          |          |          |          |          |           |
| CUSTOMER SERVICE AND INFORMATION TECHNICIAN  | 20                   |          |          |          |          |          |          |          |          |          |           |
| DELINQUENT ACCOUNT COLLECTOR                 | 20                   |          |          |          |          |          |          |          |          |          |           |
| DEPUTY II                                    | 20                   |          |          |          |          |          |          |          |          |          |           |
| DRAFTING TECHNICIAN II                       | 20                   |          |          |          |          |          |          |          |          |          |           |
| GRAPHIC ARTS DESIGNER II                     | 20                   |          |          |          |          |          |          |          |          |          |           |
| HOUSING PROGRAM ASSISTANT                    | 20                   |          |          |          |          |          |          |          |          |          |           |
| MAINTENANCE OFFICE ADMINISTRATOR             | 20                   |          |          |          |          |          |          |          |          |          |           |
| PAYROLL ASSISTANT I                          | 20                   |          |          |          |          |          |          |          |          |          |           |
| PLAN EXAMINER                                | 20                   |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS INSPECTOR                       | 20                   |          |          |          |          |          |          |          |          |          |           |
| SANITARY SEWER INFORMATION SPECIALIST        | 20                   |          |          |          |          |          |          |          |          |          |           |
| SENIOR OFFICE ASSISTANT                      | 20                   |          |          |          |          |          |          |          |          |          |           |
| SENIOR SANITARY MAINTENANCE TECHNICIAN       | 20                   |          |          |          |          |          |          |          |          |          |           |
| VICTIM'S ASSISTANCE OFFICER                  | 20                   |          |          |          |          |          |          |          |          |          |           |

**PAY PLANS AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES  
REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607**

| <b>CLASSIFICATION</b>                            | <b>PAY<br/>GRADE</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> |
|--------------------------------------------------|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| CERTIFIED PERMIT PROCESS TECHNICIAN              | 21                   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828    |
| CODE ENFORCEMENT OFFICER                         | 21                   |          |          |          |          |          |          |          |          |          |           |
| CONSTRUCTION INSPECTOR                           | 21                   |          |          |          |          |          |          |          |          |          |           |
| DRAFTING TECHNICIAN III                          | 21                   |          |          |          |          |          |          |          |          |          |           |
| ENVIRONMENTAL ANALYST                            | 21                   |          |          |          |          |          |          |          |          |          |           |
| PLUMBING AND MECHANICAL CODE SUPERVISOR          | 21                   |          |          |          |          |          |          |          |          |          |           |
| RIGHT-OF-WAY AGENT                               | 21                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNTANT I                                     | 22                   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828   | 69,122    |
| ASSESSOR II                                      | 22                   |          |          |          |          |          |          |          |          |          |           |
| GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN        | 22                   |          |          |          |          |          |          |          |          |          |           |
| HOUSING REHABILITATION SPECIALIST I              | 22                   |          |          |          |          |          |          |          |          |          |           |
| OPERATIONS SPECIALIST                            | 22                   |          |          |          |          |          |          |          |          |          |           |
| SCHOOL CROSSING GUARD SUPERVISOR                 | 22                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNTING OPERATIONS ASSISTANT                  | 23                   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828   | 69,122   | 72,577    |
| CENTRAL RECEIVING SUPERVISOR                     | 23                   |          |          |          |          |          |          |          |          |          |           |
| CENTRAL SERVICES TECHNICIAN                      | 23                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED ASSESSOR II                            | 23                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED BUILDING AND SITE INSPECTOR            | 23                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED PLAN EXAMINER                          | 23                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED PLUMBING & MECHANICAL PLAN EXAMINER    | 23                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED PROPERTY MAINTENANCE & HOUSING INSPECT | 23                   |          |          |          |          |          |          |          |          |          |           |
| COMPLAINTS SPECIALIST                            | 23                   |          |          |          |          |          |          |          |          |          |           |
| CONSTRUCTION INSPECTION SUPERVISOR               | 23                   |          |          |          |          |          |          |          |          |          |           |
| EQUESTRIAN PROGRAM COORDINATOR                   | 23                   |          |          |          |          |          |          |          |          |          |           |
| HOUSING REHABILITATION SPECIALIST II             | 23                   |          |          |          |          |          |          |          |          |          |           |
| SURVEY PARTIES SUPERVISOR                        | 23                   |          |          |          |          |          |          |          |          |          |           |
| TREASURY ASSOCIATE                               | 23                   |          |          |          |          |          |          |          |          |          |           |
| CHIEF RIGHT-OF-WAY AGENT                         | 24                   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828   | 69,122   | 72,577   | 76,206    |
| CUSTOMER SERVICES SPECIALIST                     | 24                   |          |          |          |          |          |          |          |          |          |           |
| GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST        | 24                   |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS CONTRACTS OFFICER                   | 24                   |          |          |          |          |          |          |          |          |          |           |
| SITE INSPECTIONS SUPERVISOR                      | 24                   |          |          |          |          |          |          |          |          |          |           |
| STAFF ENGINEER                                   | 24                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNTANT II                                    | 25                   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828   | 69,122   | 72,577   | 76,206   | 80,015    |
| CHIEF CONSTRUCTION INSPECTOR                     | 25                   |          |          |          |          |          |          |          |          |          |           |
| CHIEF FIELD SUPERVISOR                           | 25                   |          |          |          |          |          |          |          |          |          |           |
| EQUESTRIAN PROGRAM SUPERVISOR                    | 25                   |          |          |          |          |          |          |          |          |          |           |
| PROCUREMENT AGENT                                | 25                   |          |          |          |          |          |          |          |          |          |           |
| SUPERINTENDENT OF WASTEWATER TREATMENT           | 25                   |          |          |          |          |          |          |          |          |          |           |
| CIVIL ENGINEER I                                 | 26                   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828   | 69,122   | 72,577   | 76,206   | 80,015   | 84,017    |
| DRAFTING AND DESIGN SUPERVISOR                   | 26                   |          |          |          |          |          |          |          |          |          |           |
| GEOGRAPHIC INFORMATION SYSTEMS ANALYST           | 26                   |          |          |          |          |          |          |          |          |          |           |
| PAYROLL ASSISTANT II                             | 26                   |          |          |          |          |          |          |          |          |          |           |
| PROGRAMMER ANALYST                               | 26                   |          |          |          |          |          |          |          |          |          |           |
| ARCHITECT                                        | 28                   | 59,707   | 62,694   | 65,828   | 69,122   | 72,577   | 76,206   | 80,015   | 84,017   | 88,217   | 92,627    |
| CIVIL ENGINEER II                                | 28                   |          |          |          |          |          |          |          |          |          |           |
| SENIOR PROCUREMENT AGENT                         | 28                   |          |          |          |          |          |          |          |          |          |           |
| SEWER MANAGEMENT ENGINEER                        | 28                   |          |          |          |          |          |          |          |          |          |           |
| SENIOR APPLICATION ENGINEER                      | 28                   |          |          |          |          |          |          |          |          |          |           |
| CHIEF OF FACILITY MAINTENANCE                    | 30                   | 65,828   | 69,122   | 72,577   | 76,206   | 80,015   | 84,017   | 88,217   | 92,627   | 97,260   | 102,125   |
| CHIEF OF PROJECT MANAGEMENT                      | 30                   |          |          |          |          |          |          |          |          |          |           |
| CIVIL ENGINEER III                               | 30                   |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS PROJECT ADMINISTRATOR               | 30                   |          |          |          |          |          |          |          |          |          |           |
| CHIEF OF DRAINAGE OPERATIONS                     | 32                   | 72,577   | 76,206   | 80,015   | 84,017   | 88,217   | 92,627   | 97,260   | 102,125  | 107,231  | 112,592   |
| CHIEF OF SITE MANAGEMENT                         | 32                   |          |          |          |          |          |          |          |          |          |           |

*Effective: 07/01/2022 (Ordinance 20-072)*

*Revised: 03/09/2021 (Ordinance 21-016)*

*Revised: 07/25/2022 (Ordinance 22-093)*

*Revised: 05/09/2023 (Ordinance 23-047)*

*Revised: 06/13/2023 (Ordinance 23-057)*

*Revised: xx/xx/xxxx (Ordinance 23-xxx)*

**ORDINANCE NO. 23-097**

**TO REVISE THE CLASS SPECIFICATION OF PUBLIC WORKS PROJECT MANAGER TO FACILITIES PROJECT MANAGER AND AMEND THE PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES FOR THE DEPARTMENT OF PUBLIC WORKS**

**WHEREAS**, the Department of Public Works has determined that it is necessary to make organizational changes to operate most effectively; and

**WHEREAS**, the Department submitted revisions to the class specification of Public Works Project Manager to eliminate redundancy and functional overlap; and

**WHEREAS**, the Human Resources Advisory Board at its meeting on July 6, 2023, recommended changes to the class specification of Public Works Project Manager (Pay Grade 30) including changing the title to Facilities Project Manager (Pay Grade 28) on the Pay Plan and Rates of Pay for Non-Union Classified Service Employees; and

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

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

Section 1. The Class Specification for Public Works Project Manager (proposed Facilities Project Manager) is amended as set forth in Exhibit "A."

Section 2. The Pay Plan and Rates of Pay for Non-Union Classified Service Employees, effective July 1, 2023 through June 30, 2024, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "B."

Section 3. The Pay Plan and Rates of Pay for Non-Union Classified Service Employees, effective July 1, 2024 through June 30, 2025, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "C."

Section 4. The Pay Plan and Rates of Pay for Non-Union Classified Service Employees, effective July 1, 2025 through June 30, 2026, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "D."

Section 5. The Pay Plan and Rates of Pay for Non-Union Classified Service Employees, effective July 1, 2026 is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "E."

Section 6. 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:

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President of County Council  
of New Castle County

Approved on:

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County Executive  
New Castle County

**SYNOPSIS:** This Ordinance, if approved, changes the position title of Public Works Project Manager (Pay Grade 30) to Facilities Project Manager (Pay Grade 28) on the Pay Plan and Rates of Pay for Non-Union Classified Service Employees and adopts the revised class specification, as recommended by the Human Resources Advisory Board.

**FISCAL IMPACT:** This Ordinance, if approved, changes the position title of Public Works Project Manager (Pay Grade 30) to Facilities Project Manager (Pay Grade 28) on the Pay Plan and Rates of Pay for Non-Union Classified Service Employees and adopts the revised class specification, as recommended by the Human Resources Advisory Board.

There are currently no positions with the title of Public Works Project Manager. There will be no discernible fiscal impact upon the adoption of this Ordinance.

# NEW CASTLE COUNTY GOVERNMENT

Number ~~0144~~

Page -1 of 3

Date ~~04/30/18~~

## CLASS SPECIFICATION

Title: ~~PUBLIC WORKS PROJECT MANAGER~~ Facilities Project Manager

Approved:

**GENERAL STATEMENT OF DUTIES:** Performs highly ~~responsible management analyst work to achieve efficient and effective operations within Public Works Department functional responsibilities; does~~ skilled project planning, design and management work related to the construction, renovation and maintenance of New Castle County facilities; performs related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** An employee in this class ~~is responsible for assisting in the review of various support functions within the Public Works Department. This employee is responsible for defining varied and County wide program requirements, fiscal impacts, alternatives, recommendations and modifications to ensure the delivery of the proper levels of program services. This employee carries out special~~ provides professional project management-level to a wide variety of projects, but primarily focused on facility renovation of public facilities, such as required. Under general supervision, this employee has wide latitude in policy writing and defining, devising and implementing County wide programs. buildings and parks. Responsibilities may include condition assessment of facility assets and systems, project planning, estimating cost and schedule of repairs/replacement required, preparing bid documents, coordinating construction and communicating with internal and external stakeholders affected by the projects. This employee works under general supervision and may ~~supervise~~ direct other employees when necessary.

**EXAMPLES OF WORK:** (Illustrative ~~Only~~ only)

- ~~— Evaluates and analyzes programs and projects to determine the effective use of resources and the effects of implementation of new or modified programs and projects;~~
- ~~—~~ Evaluate the condition of assets, provide recommendations on repairs or renovations.
- ~~- Ensures compliance of building codes, departmental policies and procedures in conjunction with established goals and objectives;~~
- ~~-~~ Assists in the compilation of data Provides project cost and schedule estimates for the development of project capital and operating budgets;
- ~~— Analyzes operations to include work flow, service delivery and fiscal impact;~~
- ~~— Develops, revises, recommends and implements procedures, systems and~~

Number ~~0144~~ XXXX

# NEW CASTLE COUNTY GOVERNMENT

Page 2 of 3

## CLASS SPECIFICATION

Date ~~04/30/18~~ 10/31/11

Title: ~~PUBLIC WORKS PROJECT MANAGER~~ — Facilities Project Manager

Approved:

- ~~alternatives for the department's operational improvements;~~
- ~~— Recommends alternatives resulting from analyses and planning studies of operations;~~
- ~~— Performs special assignments as needed;~~
- ~~— Supervises, trains, instructs and evaluates employees;~~
- ~~— Presents project proposals to internal and external stakeholders;~~
- ~~— Prepares or coordinates preparation of bid and contract documents;~~
- ~~— Reviews and comments on technical drawings prepared by others;~~
- ~~— Assists in obtaining and reviewing bids in accordance to County code and policies;~~
- ~~— Reviews/Coordinates projects in the field to ensure contract compliance and manage expectations of stakeholders;~~
- ~~— Provides regular status reports of all projects in all phases;~~
- ~~— Promotes an ongoing attitude of dedication to excellent public ~~services~~ services and ensures that external and internal customers are provided with the highest quality of service;~~
- ~~— Operates a, personal computer and other related equipment in the course of the work;~~

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of the principles of building construction and building operating systems (mechanical, electrical, etc.); knowledge of architectural, mechanical and electrical design principles and practices; thorough knowledge of project planning and estimating; ability to work with engineers, architects and various skilled trades; strong communication skills, both verbally and in writing;

~~REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:~~ Thorough knowledge of the modern principles and practices of business and office management, operational analysis and office systems to include accounting and fiscal management; ability to perform independent analyses and interpret data; good knowledge of laws and regulations relating to departmental activities; ability to plan systems and to establish and administer complex procedures; ability to communicate courteously and effectively, both verbally and in writing; ability to identify program deficiencies and to recommend and implement changes; ability to prepare reports and make evaluations; ability to prepare financial forms; ability to establish and maintain effective working relationships with co-workers, other departments, agencies and the general public; ability to effectively supervise employees.

# NEW CASTLE COUNTY GOVERNMENT

Number ~~0144~~Page ~~-3~~ of 3Date ~~-04/30/18~~

## CLASS SPECIFICATION

Title: ~~-PUBLIC WORKS PROJECT MANAGER~~Facilities Project Manager

Approved:

**MINIMUM QUALIFICATIONS:** ~~At least five (5) years'~~Some experience in ~~performing progressively responsible management analyst functionsthe building construction, building mechanical or electrical systems, project management, engineering or architectural field~~ and possession of a ~~Bachelor's~~Bachelor's Degree ~~from an accredited college or university~~ with major course work in ~~business administration or engineering, architecture, construction management, project management or~~ related field; or ~~anyan~~ equivalent combination of experience ~~and, education or~~ training directly related to the required knowledge, skills, and abilities.

**ADDITIONAL REQUIREMENTS:** Must pass a Class ~~III~~III County physical examination, and background check; possession of a valid Delaware Class D driver's license.

### HISTORY OF REVISIONS:

Established: ~~11/01/07~~Revised: ~~05/01/01~~Revised: ~~04/30/18~~

**EXHIBIT B**  
**PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES**

| CLASSIFICATION                                                                                                                                                                                                                                                                                                                        | PAY<br>GRADE | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8       | 9       | 10      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| SENIOR SERVICES TRANS. PROGRAM COORD.                                                                                                                                                                                                                                                                                                 | 16           | 34,077 | 35,780 | 37,569 | 39,448 | 41,420 | 43,490 | 45,664 | 47,948  | 50,345  | 52,863  |
| INSURANCE CLAIMS ASSISTANT                                                                                                                                                                                                                                                                                                            | 17           | 35,781 | 37,570 | 39,449 | 41,421 | 43,492 | 45,667 | 47,951 | 50,348  | 52,866  | 55,509  |
| SENIOR SERVICES CENTER DIRECTOR                                                                                                                                                                                                                                                                                                       | 18           | 37,571 | 39,450 | 41,422 | 43,493 | 45,668 | 47,952 | 50,350 | 52,867  | 55,510  | 58,286  |
| CONFIDENTIAL ASSISTANT<br>HUMAN RESOURCES ASSISTANT                                                                                                                                                                                                                                                                                   | 20           | 41,422 | 43,493 | 45,668 | 47,952 | 50,350 | 52,867 | 55,510 | 58,286  | 61,200  | 64,260  |
| FINANCE INFORMATION SPECIALIST<br>FIRE/MEDICAL COMMUNICATIONS SUPERVISOR<br>POLICE COMMUNICATIONS SUPERVISOR<br>VICTIM'S ASSISTANCE OFFICE COORDINATOR                                                                                                                                                                                | 22           | 45,667 | 47,951 | 50,348 | 52,866 | 55,509 | 58,285 | 61,199 | 64,259  | 67,472  | 70,845  |
| REGISTER IN CHANCERY OFFICE ADMINISTRATOR<br>STORMWATER INSPECTION SUPERVISOR                                                                                                                                                                                                                                                         | 23           | 47,950 | 50,347 | 52,865 | 55,508 | 58,284 | 61,198 | 64,258 | 67,471  | 70,844  | 74,387  |
| CRIME ANALYST<br>LAND USE PARALEGAL<br>PUBLIC INFORMATION SPECIALIST<br>REAL ESTATE COORDINATOR                                                                                                                                                                                                                                       | 24           | 50,350 | 52,867 | 55,510 | 58,286 | 61,200 | 64,260 | 67,473 | 70,846  | 74,389  | 78,109  |
| CUSTOMER INFO. AND ASSISTANCE SUPV.<br>POLICE ACCREDITATION COORDINATOR                                                                                                                                                                                                                                                               | 25           | 52,868 | 55,511 | 58,287 | 61,201 | 64,261 | 67,474 | 70,847 | 74,390  | 78,110  | 82,015  |
| ASSISTANT COMMUNITY SERVICES ADMIN.<br>ASSISTANT LAND USE ADMINISTRATOR<br>ENVIRONMENTAL ENGINEER I<br>HUMAN RESOURCES TECHNICIAN<br>INSURANCE ADMINISTRATOR<br>LAW OFFICE ADMINISTRATOR                                                                                                                                              | 26           | 55,511 | 58,287 | 61,201 | 64,261 | 67,474 | 70,847 | 74,390 | 78,110  | 82,015  | 86,116  |
| COMMUNITY GOVERNING ADMINISTRATOR<br>SPORTS AND ATHLETICS ADMINISTRATOR                                                                                                                                                                                                                                                               | 27           | 58,286 | 61,200 | 64,260 | 67,473 | 70,846 | 74,389 | 78,109 | 82,014  | 86,115  | 90,421  |
| ENVIRONMENTAL ADMINISTRATOR<br><u>FACILITIES PROJECT MANAGER</u><br>LAND USE SERVICES ADMINISTRATOR<br>PUBLIC WORKS PROGRAM MANAGER<br>STORMWATER PROGRAM COORDINATOR                                                                                                                                                                 | 28           | 61,200 | 64,260 | 67,473 | 70,846 | 74,389 | 78,109 | 82,014 | 86,115  | 90,421  | 94,942  |
| PAYROLL SUPERVISOR                                                                                                                                                                                                                                                                                                                    | 29           | 64,262 | 67,475 | 70,848 | 74,391 | 78,111 | 82,016 | 86,117 | 90,423  | 94,944  | 99,691  |
| COMMUNITY SERVICES ADMINISTRATOR<br>EMPLOYEE RELATIONS SPECIALIST<br>FINANCE ADMINISTRATION MANAGER<br>HUMAN RESOURCES ADMINISTRATOR<br>LAND USE ADMINISTRATOR<br>OPERATIONS SERVICES MANAGER<br>PARKS DEVELOPMENT PLANNER<br>PENSION AND BENEFITS ADMINISTRATOR<br><del>PUBLIC WORKS PROJECT MANAGER</del><br>TRANSPORTATION PLANNER | 30           | 67,474 | 70,847 | 74,390 | 78,110 | 82,015 | 86,116 | 90,422 | 94,943  | 99,690  | 104,675 |
| DEVELOPMENT FACILITATOR<br>PROPERTY ASSESSMENT SERVICES MANAGER                                                                                                                                                                                                                                                                       | 31           | 70,851 | 74,393 | 78,113 | 82,018 | 86,119 | 90,425 | 94,946 | 99,694  | 104,679 | 109,912 |
| COMMUNITY SERVICES MANAGER<br>DEPARTMENT FINANCE OFFICER<br>INFORMATION SYSTEMS ASSISTANT MANAGER<br>LICENSING MANAGER<br>MANAGEMENT AND PRODUCTIVITY MANAGER<br>PLANNING MANAGER<br>SENIOR FINANCIAL OFFICER                                                                                                                         | 32           | 74,392 | 78,112 | 82,017 | 86,118 | 90,424 | 94,945 | 99,692 | 104,677 | 109,910 | 115,405 |

**EXHIBIT B****PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES**

| <b>CLASSIFICATION</b>                 | <b>PAY<br/>GRADE</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> |
|---------------------------------------|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| ACCOUNTING AND FISCAL MANAGER         | 34                   | 82,016   | 86,117   | 90,423   | 94,944   | 99,691   | 104,676  | 109,909  | 115,404  | 121,174  | 127,233   |
| ASSISTANT LAND USE MANAGER            |                      |          |          |          |          |          |          |          |          |          |           |
| CHIEF PROCUREMENT OFFICER             |                      |          |          |          |          |          |          |          |          |          |           |
| CHIEF OF SPECIAL PROJECTS             |                      |          |          |          |          |          |          |          |          |          |           |
| ENGINEERING SERVICES MANAGER          |                      |          |          |          |          |          |          |          |          |          |           |
| INFORMATION SYSTEMS MANAGER           |                      |          |          |          |          |          |          |          |          |          |           |
| INSURANCE AND LOSS CONTROL MANAGER    |                      |          |          |          |          |          |          |          |          |          |           |
| INTERNAL SERVICES MANAGER             |                      |          |          |          |          |          |          |          |          |          |           |
| PARKS DIVISION MANAGER                |                      |          |          |          |          |          |          |          |          |          |           |
| PENSION PROGRAM MANAGER               |                      |          |          |          |          |          |          |          |          |          |           |
| SEWER OPERATIONS MANAGER              |                      |          |          |          |          |          |          |          |          |          |           |
| STORMWATER & ENVIRONMENTAL PROGS. MGR |                      |          |          |          |          |          |          |          |          |          |           |
| TREASURY MANAGER                      |                      |          |          |          |          |          |          |          |          |          |           |
| FINANCE LEGAL OFFICER                 | 35                   | 86,118   | 90,424   | 94,945   | 99,692   | 104,677  | 109,910  | 115,405  | 121,176  | 127,235  | 133,597   |
| FIRST ASSISTANT COUNTY ATTORNEY       |                      |          |          |          |          |          |          |          |          |          |           |
| HUMAN RESOURCES MANAGER               |                      |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS SENIOR MANAGER           | 36                   | 90,423   | 94,944   | 99,691   | 104,676  | 109,909  | 115,404  | 121,174  | 127,233  | 133,594  | 140,274   |
| DEPUTY CHIEF OF TECHNOLOGY            |                      |          |          |          |          |          |          |          |          |          |           |

**NON-UNION CLASSIFIED SERVICE EMPLOYEES OF EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES**

|                                          |    |         |         |         |         |         |         |         |         |         |         |
|------------------------------------------|----|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| ASSISTANT CHIEF OF EMERG. COMMUNICATIONS | 30 | 71,779  | 75,152  | 78,695  | 82,415  | 86,320  | 90,421  | 94,727  | 99,248  | 103,995 | 108,980 |
| CHIEF OF EMERGENCY COMMUNICATIONS        | 36 | 94,728  | 99,249  | 103,996 | 108,981 | 114,214 | 119,709 | 125,479 | 131,538 | 137,899 | 144,579 |
| CHIEF OF EMERGENCY MEDICAL SERVICES      | 38 | 106,867 | 111,852 | 117,085 | 122,580 | 128,351 | 134,410 | 140,772 | 147,452 | 154,466 | 161,831 |

**Effective: 07/01/2023 (Ordinance 23-063)**

**Revised: 07/01/2023 (Ordinance 23-086)**

**Revised: xx/xx/xxxx (Ordinance 23-xxx)**

**EXHIBIT C**  
**PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES**

| CLASSIFICATION                                                                                                                                                                                                                                                                                                                        | PAY<br>GRADE | 1      | 2      | 3      | 4      | 5      | 6      | 7       | 8       | 9       | 10      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|
| SENIOR SERVICES TRANS. PROGRAM COORD.                                                                                                                                                                                                                                                                                                 | 16           | 34,929 | 36,675 | 38,509 | 40,435 | 42,456 | 44,578 | 46,806  | 49,147  | 51,604  | 54,185  |
| INSURANCE CLAIMS ASSISTANT                                                                                                                                                                                                                                                                                                            | 17           | 36,676 | 38,510 | 40,436 | 42,457 | 44,580 | 46,809 | 49,150  | 51,607  | 54,188  | 56,897  |
| SENIOR SERVICES CENTER DIRECTOR                                                                                                                                                                                                                                                                                                       | 18           | 38,511 | 40,437 | 42,458 | 44,581 | 46,810 | 49,151 | 51,609  | 54,189  | 56,898  | 59,744  |
| CONFIDENTIAL ASSISTANT<br>HUMAN RESOURCES ASSISTANT                                                                                                                                                                                                                                                                                   | 20           | 42,458 | 44,581 | 46,810 | 49,151 | 51,609 | 54,189 | 56,898  | 59,744  | 62,730  | 65,867  |
| FINANCE INFORMATION SPECIALIST<br>FIRE/MEDICAL COMMUNICATIONS SUPERVISOR<br>POLICE COMMUNICATIONS SUPERVISOR<br>VICTIM'S ASSISTANCE OFFICE COORDINATOR                                                                                                                                                                                | 22           | 46,809 | 49,150 | 51,607 | 54,188 | 56,897 | 59,743 | 62,729  | 65,866  | 69,159  | 72,617  |
| REGISTER IN CHANCERY OFFICE ADMINISTRATOR<br>STORMWATER INSPECTION SUPERVISOR                                                                                                                                                                                                                                                         | 23           | 49,149 | 51,606 | 54,187 | 56,896 | 59,742 | 62,728 | 65,865  | 69,158  | 72,616  | 76,247  |
| CRIME ANALYST<br>LAND USE PARALEGAL<br>PUBLIC INFORMATION SPECIALIST<br>REAL ESTATE COORDINATOR                                                                                                                                                                                                                                       | 24           | 51,609 | 54,189 | 56,898 | 59,744 | 62,730 | 65,867 | 69,160  | 72,618  | 76,249  | 80,062  |
| CUSTOMER INFO. AND ASSISTANCE SUPV.<br>POLICE ACCREDITATION COORDINATOR                                                                                                                                                                                                                                                               | 25           | 54,190 | 56,899 | 59,745 | 62,732 | 65,868 | 69,161 | 72,619  | 76,250  | 80,063  | 84,066  |
| ASSISTANT COMMUNITY SERVICES ADMIN.<br>ASSISTANT LAND USE ADMINISTRATOR<br>ENVIRONMENTAL ENGINEER I<br>HUMAN RESOURCES TECHNICIAN<br>INSURANCE ADMINISTRATOR<br>LAW OFFICE ADMINISTRATOR                                                                                                                                              | 26           | 56,899 | 59,745 | 62,732 | 65,868 | 69,161 | 72,619 | 76,250  | 80,063  | 84,066  | 88,269  |
| COMMUNITY GOVERNING ADMINISTRATOR<br>SPORTS AND ATHLETICS ADMINISTRATOR                                                                                                                                                                                                                                                               | 27           | 59,744 | 62,730 | 65,867 | 69,160 | 72,618 | 76,249 | 80,062  | 84,065  | 88,268  | 92,682  |
| ENVIRONMENTAL ADMINISTRATOR<br><u>FACILITIES PROJECT MANAGER</u><br>LAND USE SERVICES ADMINISTRATOR<br>PUBLIC WORKS PROGRAM MANAGER<br>STORMWATER PROGRAM COORDINATOR                                                                                                                                                                 | 28           | 62,730 | 65,867 | 69,160 | 72,618 | 76,249 | 80,062 | 84,065  | 88,268  | 92,682  | 97,316  |
| PAYROLL SUPERVISOR                                                                                                                                                                                                                                                                                                                    | 29           | 65,869 | 69,162 | 72,620 | 76,251 | 80,064 | 84,067 | 88,270  | 92,684  | 97,318  | 102,184 |
| COMMUNITY SERVICES ADMINISTRATOR<br>EMPLOYEE RELATIONS SPECIALIST<br>FINANCE ADMINISTRATION MANAGER<br>HUMAN RESOURCES ADMINISTRATOR<br>LAND USE ADMINISTRATOR<br>OPERATIONS SERVICES MANAGER<br>PARKS DEVELOPMENT PLANNER<br>PENSION AND BENEFITS ADMINISTRATOR<br><del>PUBLIC WORKS PROJECT MANAGER</del><br>TRANSPORTATION PLANNER | 30           | 69,161 | 72,619 | 76,250 | 80,063 | 84,066 | 88,269 | 92,683  | 97,317  | 102,183 | 107,292 |
| DEVELOPMENT FACILITATOR<br>PROPERTY ASSESSMENT SERVICES MANAGER                                                                                                                                                                                                                                                                       | 31           | 72,623 | 76,253 | 80,066 | 84,069 | 88,272 | 92,686 | 97,320  | 102,187 | 107,296 | 112,660 |
| COMMUNITY SERVICES MANAGER<br>DEPARTMENT FINANCE OFFICER<br>INFORMATION SYSTEMS ASSISTANT MANAGER<br>LICENSING MANAGER<br>MANAGEMENT AND PRODUCTIVITY MANAGER<br>PLANNING MANAGER<br>SENIOR FINANCIAL OFFICER                                                                                                                         | 32           | 76,252 | 80,065 | 84,068 | 88,271 | 92,685 | 97,319 | 102,185 | 107,294 | 112,658 | 118,291 |

**EXHIBIT C****PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES**

| <b>CLASSIFICATION</b>                 | <b>PAY<br/>GRADE</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> |
|---------------------------------------|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| ACCOUNTING AND FISCAL MANAGER         | 34                   | 84,067   | 88,270   | 92,684   | 97,318   | 102,184  | 107,293  | 112,657  | 118,290  | 124,204  | 130,414   |
| ASSISTANT LAND USE MANAGER            |                      |          |          |          |          |          |          |          |          |          |           |
| CHIEF PROCUREMENT OFFICER             |                      |          |          |          |          |          |          |          |          |          |           |
| CHIEF OF SPECIAL PROJECTS             |                      |          |          |          |          |          |          |          |          |          |           |
| ENGINEERING SERVICES MANAGER          |                      |          |          |          |          |          |          |          |          |          |           |
| INFORMATION SYSTEMS MANAGER           |                      |          |          |          |          |          |          |          |          |          |           |
| INSURANCE AND LOSS CONTROL MANAGER    |                      |          |          |          |          |          |          |          |          |          |           |
| INTERNAL SERVICES MANAGER             |                      |          |          |          |          |          |          |          |          |          |           |
| PARKS DIVISION MANAGER                |                      |          |          |          |          |          |          |          |          |          |           |
| PENSION PROGRAM MANAGER               |                      |          |          |          |          |          |          |          |          |          |           |
| SEWER OPERATIONS MANAGER              |                      |          |          |          |          |          |          |          |          |          |           |
| STORMWATER & ENVIRONMENTAL PROGS. MGR |                      |          |          |          |          |          |          |          |          |          |           |
| TREASURY MANAGER                      |                      |          |          |          |          |          |          |          |          |          |           |
| FINANCE LEGAL OFFICER                 | 35                   | 88,271   | 92,685   | 97,319   | 102,185  | 107,294  | 112,658  | 118,291  | 124,206  | 130,416  | 136,937   |
| FIRST ASSISTANT COUNTY ATTORNEY       |                      |          |          |          |          |          |          |          |          |          |           |
| HUMAN RESOURCES MANAGER               |                      |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS SENIOR MANAGER           | 36                   | 92,684   | 97,318   | 102,184  | 107,293  | 112,657  | 118,290  | 124,204  | 130,414  | 136,934  | 143,781   |
| DEPUTY CHIEF OF TECHNOLOGY            |                      |          |          |          |          |          |          |          |          |          |           |

**NON-UNION CLASSIFIED SERVICE EMPLOYEES OF EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES**

|                                          |    |         |         |         |         |         |         |         |         |         |         |
|------------------------------------------|----|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| ASSISTANT CHIEF OF EMERG. COMMUNICATIONS | 30 | 73,574  | 77,031  | 80,663  | 84,476  | 88,478  | 92,682  | 97,096  | 101,730 | 106,595 | 111,705 |
| CHIEF OF EMERGENCY COMMUNICATIONS        | 36 | 97,097  | 101,731 | 106,596 | 111,706 | 117,070 | 122,702 | 128,616 | 134,827 | 141,347 | 148,194 |
| CHIEF OF EMERGENCY MEDICAL SERVICES      | 38 | 109,539 | 114,649 | 120,013 | 125,645 | 131,560 | 137,771 | 144,292 | 151,139 | 158,328 | 165,877 |

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**Revised: xx/xx/xxxx (Ordinance 23-xxx)**



**EXHIBIT D**  
**PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES**

| CLASSIFICATION                                                                                                                                                                                                                                                                                                                        | PAY<br>GRADE | 1      | 2      | 3      | 4      | 5      | 6      | 7       | 8       | 9       | 10      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|
| SENIOR SERVICES TRANS. PROGRAM COORD.                                                                                                                                                                                                                                                                                                 | 16           | 35,803 | 37,592 | 39,472 | 41,446 | 43,518 | 45,693 | 47,977  | 50,376  | 52,895  | 55,540  |
| INSURANCE CLAIMS ASSISTANT                                                                                                                                                                                                                                                                                                            | 17           | 37,593 | 39,473 | 41,447 | 43,519 | 45,695 | 47,980 | 50,379  | 52,898  | 55,543  | 58,320  |
| SENIOR SERVICES CENTER DIRECTOR                                                                                                                                                                                                                                                                                                       | 18           | 39,474 | 41,448 | 43,520 | 45,696 | 47,981 | 50,380 | 52,900  | 55,544  | 58,321  | 61,238  |
| CONFIDENTIAL ASSISTANT<br>HUMAN RESOURCES ASSISTANT                                                                                                                                                                                                                                                                                   | 20           | 43,520 | 45,696 | 47,981 | 50,380 | 52,900 | 55,544 | 58,321  | 61,238  | 64,299  | 67,514  |
| FINANCE INFORMATION SPECIALIST<br>FIRE/MEDICAL COMMUNICATIONS SUPERVISOR<br>POLICE COMMUNICATIONS SUPERVISOR<br>VICTIM'S ASSISTANCE OFFICE COORDINATOR                                                                                                                                                                                | 22           | 47,980 | 50,379 | 52,898 | 55,543 | 58,320 | 61,237 | 64,298  | 67,513  | 70,888  | 74,433  |
| REGISTER IN CHANCERY OFFICE ADMINISTRATOR<br>STORMWATER INSPECTION SUPERVISOR                                                                                                                                                                                                                                                         | 23           | 50,378 | 52,897 | 55,542 | 58,319 | 61,236 | 64,297 | 67,512  | 70,887  | 74,432  | 78,154  |
| CRIME ANALYST<br>LAND USE PARALEGAL<br>PUBLIC INFORMATION SPECIALIST<br>REAL ESTATE COORDINATOR                                                                                                                                                                                                                                       | 24           | 52,900 | 55,544 | 58,321 | 61,238 | 64,299 | 67,514 | 70,889  | 74,434  | 78,156  | 82,064  |
| CUSTOMER INFO. AND ASSISTANCE SUPV.<br>POLICE ACCREDITATION COORDINATOR                                                                                                                                                                                                                                                               | 25           | 55,545 | 58,322 | 61,239 | 64,301 | 67,515 | 70,891 | 74,435  | 78,157  | 82,065  | 86,168  |
| ASSISTANT COMMUNITY SERVICES ADMIN.<br>ASSISTANT LAND USE ADMINISTRATOR<br>ENVIRONMENTAL ENGINEER I<br>HUMAN RESOURCES TECHNICIAN<br>INSURANCE ADMINISTRATOR<br>LAW OFFICE ADMINISTRATOR                                                                                                                                              | 26           | 58,322 | 61,239 | 64,301 | 67,515 | 70,891 | 74,435 | 78,157  | 82,065  | 86,168  | 90,476  |
| COMMUNITY GOVERNING ADMINISTRATOR<br>SPORTS AND ATHLETICS ADMINISTRATOR                                                                                                                                                                                                                                                               | 27           | 61,238 | 64,299 | 67,514 | 70,889 | 74,434 | 78,156 | 82,064  | 86,167  | 90,475  | 95,000  |
| ENVIRONMENTAL ADMINISTRATOR<br><u>FACILITIES PROJECT MANAGER</u><br>LAND USE SERVICES ADMINISTRATOR<br>PUBLIC WORKS PROGRAM MANAGER<br>STORMWATER PROGRAM COORDINATOR                                                                                                                                                                 | 28           | 64,299 | 67,514 | 70,889 | 74,434 | 78,156 | 82,064 | 86,167  | 90,475  | 95,000  | 99,749  |
| PAYROLL SUPERVISOR                                                                                                                                                                                                                                                                                                                    | 29           | 67,516 | 70,892 | 74,436 | 78,158 | 82,066 | 86,169 | 90,477  | 95,002  | 99,751  | 104,739 |
| COMMUNITY SERVICES ADMINISTRATOR<br>EMPLOYEE RELATIONS SPECIALIST<br>FINANCE ADMINISTRATION MANAGER<br>HUMAN RESOURCES ADMINISTRATOR<br>LAND USE ADMINISTRATOR<br>OPERATIONS SERVICES MANAGER<br>PARKS DEVELOPMENT PLANNER<br>PENSION AND BENEFITS ADMINISTRATOR<br><del>PUBLIC WORKS PROJECT MANAGER</del><br>TRANSPORTATION PLANNER | 30           | 70,891 | 74,435 | 78,157 | 82,065 | 86,168 | 90,476 | 95,001  | 99,750  | 104,738 | 109,975 |
| DEVELOPMENT FACILITATOR<br>PROPERTY ASSESSMENT SERVICES MANAGER                                                                                                                                                                                                                                                                       | 31           | 74,439 | 78,160 | 82,068 | 86,171 | 90,479 | 95,004 | 99,753  | 104,742 | 109,979 | 115,477 |
| COMMUNITY SERVICES MANAGER<br>DEPARTMENT FINANCE OFFICER<br>INFORMATION SYSTEMS ASSISTANT MANAGER<br>LICENSING MANAGER<br>MANAGEMENT AND PRODUCTIVITY MANAGER<br>PLANNING MANAGER<br>SENIOR FINANCIAL OFFICER                                                                                                                         | 32           | 78,159 | 82,067 | 86,170 | 90,478 | 95,003 | 99,752 | 104,740 | 109,977 | 115,475 | 121,249 |

**EXHIBIT D****PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES**

| <b>CLASSIFICATION</b>                 | <b>PAY<br/>GRADE</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> |
|---------------------------------------|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| ACCOUNTING AND FISCAL MANAGER         | 34                   | 86,169   | 90,477   | 95,002   | 99,751   | 104,739  | 109,976  | 115,474  | 121,248  | 127,310  | 133,675   |
| ASSISTANT LAND USE MANAGER            |                      |          |          |          |          |          |          |          |          |          |           |
| CHIEF PROCUREMENT OFFICER             |                      |          |          |          |          |          |          |          |          |          |           |
| CHIEF OF SPECIAL PROJECTS             |                      |          |          |          |          |          |          |          |          |          |           |
| ENGINEERING SERVICES MANAGER          |                      |          |          |          |          |          |          |          |          |          |           |
| INFORMATION SYSTEMS MANAGER           |                      |          |          |          |          |          |          |          |          |          |           |
| INSURANCE AND LOSS CONTROL MANAGER    |                      |          |          |          |          |          |          |          |          |          |           |
| INTERNAL SERVICES MANAGER             |                      |          |          |          |          |          |          |          |          |          |           |
| PARKS DIVISION MANAGER                |                      |          |          |          |          |          |          |          |          |          |           |
| PENSION PROGRAM MANAGER               |                      |          |          |          |          |          |          |          |          |          |           |
| SEWER OPERATIONS MANAGER              |                      |          |          |          |          |          |          |          |          |          |           |
| STORMWATER & ENVIRONMENTAL PROGS. MGR |                      |          |          |          |          |          |          |          |          |          |           |
| TREASURY MANAGER                      |                      |          |          |          |          |          |          |          |          |          |           |
| FINANCE LEGAL OFFICER                 | 35                   | 90,478   | 95,003   | 99,752   | 104,740  | 109,977  | 115,475  | 121,249  | 127,312  | 133,677  | 140,361   |
| FIRST ASSISTANT COUNTY ATTORNEY       |                      |          |          |          |          |          |          |          |          |          |           |
| HUMAN RESOURCES MANAGER               |                      |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS SENIOR MANAGER           | 36                   | 95,002   | 99,751   | 104,739  | 109,976  | 115,474  | 121,248  | 127,310  | 133,675  | 140,358  | 147,376   |
| DEPUTY CHIEF OF TECHNOLOGY            |                      |          |          |          |          |          |          |          |          |          |           |

**NON-UNION CLASSIFIED SERVICE EMPLOYEES OF EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES**

|                                          |    |         |         |         |         |         |         |         |         |         |         |
|------------------------------------------|----|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| ASSISTANT CHIEF OF EMERG. COMMUNICATIONS | 30 | 75,414  | 78,957  | 82,680  | 86,588  | 90,690  | 95,000  | 99,524  | 104,274 | 109,260 | 114,498 |
| CHIEF OF EMERGENCY COMMUNICATIONS        | 36 | 99,525  | 104,275 | 109,261 | 114,499 | 119,997 | 125,770 | 131,832 | 138,198 | 144,881 | 151,899 |
| CHIEF OF EMERGENCY MEDICAL SERVICES      | 38 | 112,278 | 117,516 | 123,014 | 128,787 | 134,849 | 141,216 | 147,900 | 154,918 | 162,287 | 170,024 |

*Effective: 07/01/2025 (Ordinance 23-063)*

*Revised: 07/01/2025 (Ordinance 23-086)*

*Revised: xx/xx/xxxx (Ordinance 23-xxx)*

**EXHIBIT E**  
**PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES**

| CLASSIFICATION                                                                                                                                                                                                                                                                                                                        | PAY<br>GRADE | 1      | 2      | 3      | 4      | 5      | 6       | 7       | 8       | 9       | 10      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|
| SENIOR SERVICES TRANS. PROGRAM COORD.                                                                                                                                                                                                                                                                                                 | 16           | 36,699 | 38,532 | 40,459 | 42,483 | 44,606 | 46,836  | 49,177  | 51,636  | 54,218  | 56,929  |
| INSURANCE CLAIMS ASSISTANT                                                                                                                                                                                                                                                                                                            | 17           | 38,533 | 40,460 | 42,484 | 44,607 | 46,838 | 49,180  | 51,639  | 54,221  | 56,932  | 59,778  |
| SENIOR SERVICES CENTER DIRECTOR                                                                                                                                                                                                                                                                                                       | 18           | 40,461 | 42,485 | 44,608 | 46,839 | 49,181 | 51,640  | 54,223  | 56,933  | 59,780  | 62,769  |
| CONFIDENTIAL ASSISTANT<br>HUMAN RESOURCES ASSISTANT                                                                                                                                                                                                                                                                                   | 20           | 44,608 | 46,839 | 49,181 | 51,640 | 54,223 | 56,933  | 59,780  | 62,769  | 65,907  | 69,202  |
| FINANCE INFORMATION SPECIALIST<br>FIRE/MEDICAL COMMUNICATIONS SUPERVISOR<br>POLICE COMMUNICATIONS SUPERVISOR<br>VICTIM'S ASSISTANCE OFFICE COORDINATOR                                                                                                                                                                                | 22           | 49,180 | 51,639 | 54,221 | 56,932 | 59,778 | 62,768  | 65,906  | 69,201  | 72,661  | 76,294  |
| REGISTER IN CHANCERY OFFICE ADMINISTRATOR<br>STORMWATER INSPECTION SUPERVISOR                                                                                                                                                                                                                                                         | 23           | 51,638 | 54,220 | 56,931 | 59,777 | 62,767 | 65,905  | 69,200  | 72,660  | 76,293  | 80,108  |
| CRIME ANALYST<br>LAND USE PARALEGAL<br>PUBLIC INFORMATION SPECIALIST<br>REAL ESTATE COORDINATOR                                                                                                                                                                                                                                       | 24           | 54,223 | 56,933 | 59,780 | 62,769 | 65,907 | 69,202  | 72,662  | 76,295  | 80,110  | 84,116  |
| CUSTOMER INFO. AND ASSISTANCE SUPV.<br>POLICE ACCREDITATION COORDINATOR                                                                                                                                                                                                                                                               | 25           | 56,934 | 59,781 | 62,770 | 65,909 | 69,203 | 72,664  | 76,296  | 80,111  | 84,117  | 88,323  |
| ASSISTANT COMMUNITY SERVICES ADMIN.<br>ASSISTANT LAND USE ADMINISTRATOR<br>ENVIRONMENTAL ENGINEER I<br>HUMAN RESOURCES TECHNICIAN<br>INSURANCE ADMINISTRATOR<br>LAW OFFICE ADMINISTRATOR                                                                                                                                              | 26           | 59,781 | 62,770 | 65,909 | 69,203 | 72,664 | 76,296  | 80,111  | 84,117  | 88,323  | 92,738  |
| COMMUNITY GOVERNING ADMINISTRATOR<br>SPORTS AND ATHLETICS ADMINISTRATOR                                                                                                                                                                                                                                                               | 27           | 62,769 | 65,907 | 69,202 | 72,662 | 76,295 | 80,110  | 84,116  | 88,322  | 92,737  | 97,375  |
| ENVIRONMENTAL ADMINISTRATOR<br><u>FACILITIES PROJECT MANAGER</u><br>LAND USE SERVICES ADMINISTRATOR<br>PUBLIC WORKS PROGRAM MANAGER<br>STORMWATER PROGRAM COORDINATOR                                                                                                                                                                 | 28           | 65,907 | 69,202 | 72,662 | 76,295 | 80,110 | 84,116  | 88,322  | 92,737  | 97,375  | 102,243 |
| PAYROLL SUPERVISOR                                                                                                                                                                                                                                                                                                                    | 29           | 69,204 | 72,665 | 76,297 | 80,112 | 84,118 | 88,324  | 92,739  | 97,378  | 102,245 | 107,358 |
| COMMUNITY SERVICES ADMINISTRATOR<br>EMPLOYEE RELATIONS SPECIALIST<br>FINANCE ADMINISTRATION MANAGER<br>HUMAN RESOURCES ADMINISTRATOR<br>LAND USE ADMINISTRATOR<br>OPERATIONS SERVICES MANAGER<br>PARKS DEVELOPMENT PLANNER<br>PENSION AND BENEFITS ADMINISTRATOR<br><del>PUBLIC WORKS PROJECT MANAGER</del><br>TRANSPORTATION PLANNER | 30           | 72,664 | 76,296 | 80,111 | 84,117 | 88,323 | 92,738  | 97,377  | 102,244 | 107,357 | 112,725 |
| DEVELOPMENT FACILITATOR<br>PROPERTY ASSESSMENT SERVICES MANAGER                                                                                                                                                                                                                                                                       | 31           | 76,300 | 80,114 | 84,120 | 88,326 | 92,741 | 97,380  | 102,247 | 107,361 | 112,729 | 118,364 |
| COMMUNITY SERVICES MANAGER<br>DEPARTMENT FINANCE OFFICER<br>INFORMATION SYSTEMS ASSISTANT MANAGER<br>LICENSING MANAGER<br>MANAGEMENT AND PRODUCTIVITY MANAGER<br>PLANNING MANAGER<br>SENIOR FINANCIAL OFFICER                                                                                                                         | 32           | 80,113 | 84,119 | 88,325 | 92,740 | 97,379 | 102,246 | 107,359 | 112,727 | 118,362 | 124,281 |

**EXHIBIT E****PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES**

| <b>CLASSIFICATION</b>                 | <b>PAY<br/>GRADE</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> |
|---------------------------------------|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| ACCOUNTING AND FISCAL MANAGER         | 34                   | 88,324   | 92,739   | 97,378   | 102,245  | 107,358  | 112,726  | 118,361  | 124,280  | 130,493  | 137,017   |
| ASSISTANT LAND USE MANAGER            |                      |          |          |          |          |          |          |          |          |          |           |
| CHIEF PROCUREMENT OFFICER             |                      |          |          |          |          |          |          |          |          |          |           |
| CHIEF OF SPECIAL PROJECTS             |                      |          |          |          |          |          |          |          |          |          |           |
| ENGINEERING SERVICES MANAGER          |                      |          |          |          |          |          |          |          |          |          |           |
| INFORMATION SYSTEMS MANAGER           |                      |          |          |          |          |          |          |          |          |          |           |
| INSURANCE AND LOSS CONTROL MANAGER    |                      |          |          |          |          |          |          |          |          |          |           |
| INTERNAL SERVICES MANAGER             |                      |          |          |          |          |          |          |          |          |          |           |
| PARKS DIVISION MANAGER                |                      |          |          |          |          |          |          |          |          |          |           |
| PENSION PROGRAM MANAGER               |                      |          |          |          |          |          |          |          |          |          |           |
| SEWER OPERATIONS MANAGER              |                      |          |          |          |          |          |          |          |          |          |           |
| STORMWATER & ENVIRONMENTAL PROGS. MGR |                      |          |          |          |          |          |          |          |          |          |           |
| TREASURY MANAGER                      |                      |          |          |          |          |          |          |          |          |          |           |
| FINANCE LEGAL OFFICER                 | 35                   | 92,740   | 97,379   | 102,246  | 107,359  | 112,727  | 118,362  | 124,281  | 130,495  | 137,019  | 143,871   |
| FIRST ASSISTANT COUNTY ATTORNEY       |                      |          |          |          |          |          |          |          |          |          |           |
| HUMAN RESOURCES MANAGER               |                      |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS SENIOR MANAGER           | 36                   | 97,378   | 102,245  | 107,358  | 112,726  | 118,361  | 124,280  | 130,493  | 137,017  | 143,867  | 151,061   |
| DEPUTY CHIEF OF TECHNOLOGY            |                      |          |          |          |          |          |          |          |          |          |           |

**NON-UNION CLASSIFIED SERVICE EMPLOYEES OF EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES**

|                                          |    |         |         |         |         |         |         |         |         |         |         |
|------------------------------------------|----|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| ASSISTANT CHIEF OF EMERG. COMMUNICATIONS | 30 | 77,300  | 80,931  | 84,747  | 88,753  | 92,958  | 97,375  | 102,013 | 106,881 | 111,992 | 117,361 |
| CHIEF OF EMERGENCY COMMUNICATIONS        | 36 | 102,014 | 106,882 | 111,993 | 117,362 | 122,997 | 128,915 | 135,128 | 141,653 | 148,504 | 155,697 |
| CHIEF OF EMERGENCY MEDICAL SERVICES      | 38 | 115,085 | 120,454 | 126,090 | 132,007 | 138,221 | 144,747 | 151,598 | 158,791 | 166,345 | 174,275 |

**Effective: 07/01/2026 (Ordinance 23-063)**

**Revised: 07/01/2026 (Ordinance 23-086)**

**Revised: xx/xx/xxxx (Ordinance 23-xxx)**

**ORDINANCE NO. 23-098**

**TO AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE  
EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81,  
AFSCME, AFL-CIO, AFFILIATE LOCAL 1607 AND TO ADOPT THE CLASS  
SPECIFICATIONS FOR THE POSITION TITLES OF ENVIRONMENTAL PROGRAM  
MANAGER I, ENVIRONMENTAL PROGRAM MANAGER II AND ENVIRONMENTAL  
PROGRAM MANAGER III**

**WHEREAS**, the Department of Public Works has determined that it is necessary to make organizational changes to operate most effectively; and

**WHEREAS**, the Department submitted new class specifications for Environmental Program Manager I, Environmental Program Manager II and Environmental Program Manager III to create a career ladder that reflects the environmental responsibilities of the Department; and

**WHEREAS**, the Human Resources Advisory Board at their meeting on July 6, 2023, recommended that the class specifications for the new position titles of Environmental Program Manager I (Pay Grade 26), Environmental Program Manager II (Pay Grade 28), and Environmental Program Manager III (Pay Grade 30) be added to the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607; and

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

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

Section 1. The Class Specification for Environmental Program Manager I is adopted as set forth in Exhibit "A."

Section 2. The Class Specification for Environmental Program Manager II is adopted as set forth in Exhibit "B."

Section 3. The Class Specification for Environmental Program Manager III is adopted as set forth in Exhibit "C."

Section 4. The Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, effective July 1, 2022 is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "D."

Section 5. 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, adds the position titles of Environmental Program Manager I (Pay Grade 26), Environmental Program Manager II (Pay Grade 28), and Environmental Program Manager III (Pay Grade 30) to the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, and adopts the class specifications of Environmental Program Manager I, Environmental Program Manager II, and Environmental Program Manager III, as recommended by the Human Resources Advisory Board.

**FISCAL IMPACT:** This Ordinance, if approved, adds the position titles of Environmental Program Manager I (Pay Grade 26), Environmental Program Manager II (Pay Grade 28), and Environmental Program Manager III (Pay Grade 30) to the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, and adopts the class specifications of Environmental Program Manager I, Environmental Program Manager II, and Environmental Program Manager III, as recommended by the Human Resources Advisory Board.

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

|                                                                              |                                              |
|------------------------------------------------------------------------------|----------------------------------------------|
| <p><b>NEW CASTLE COUNTY GOVERNMENT</b></p> <p><b>CLASS SPECIFICATION</b></p> | <p>Number</p> <p>Page 1 of 2</p> <p>Date</p> |
| <p>Title: ENVIRONMENTAL PROGRAM MANAGER I</p>                                | <p>Approved</p>                              |

GENERAL STATEMENT OF DUTIES: Supports the management of an environmental program; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class applies basic knowledge and experience related to environmental science and environmental programs designed to preserve and enhance water quality, air quality, open space, wildlife habitat and overall sustainability of the County. This position works under supervision and may supervise subordinate employees.

EXAMPLES OF WORK: (Illustrative only)

- Assists in planning and implementing one or more aspects of an environmental program;
- Reviews program requirements to assure achievement of compliance;
- Provides technical direction and oversight of subordinates;
- Conducts site visits, studies and other research to provide technical direction to complete environmental-related work;
- Makes periodic and special reports when required; .
- Recommends and drafts public education materials, rules, regulations and standard operational procedures for assigned program areas;
- Plans, coordinates and attends meetings and workshops;
- Promotes an ongoing attitude of dedication to excellent public service and ensures that external and internal customers are provided with the highest quality of service;
- Operates a data processing terminal, personal computer, and other related equipment in the course of the work.

REQUIRED KNOWLEDGE SKILLS AND ABILITIES: Ability to interpret environmental rules, regulations, standards and policies; knowledge of water quality, air quality, groundwater monitoring and remediation, sustainability, land preservation/conservation and other environmental protection management practices; ability to manage a component of an environmental program; ability to communicate courteously and

|                                                         |             |
|---------------------------------------------------------|-------------|
| NEW CASTLE COUNTY GOVERNMENT<br><br>CLASS SPECIFICATION | Number      |
|                                                         | Page 2 of 2 |
|                                                         | Date        |
| Title: ENVIRONMENTAL PROGRAM MANAGER I                  | Approved    |

effectively, both verbally and in writing; ability to pass a Class III County physical examination.

ACCEPTABLE EXPERIENCE AND TRAINING: Possession of a bachelor’s degree from an accredited college or university with major course work in environmental science, environmental studies, engineering, life sciences, or related field; or possession of an Associate’s degree with major course work in environmental studies, engineering, or life sciences and two years of relevant experience; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

HISTORY OF REVISIONS:



|                                                                              |                                              |
|------------------------------------------------------------------------------|----------------------------------------------|
| <p><b>NEW CASTLE COUNTY GOVERNMENT</b></p> <p><b>CLASS SPECIFICATION</b></p> | <p>Number</p> <p>Page 1 of 2</p> <p>Date</p> |
| <p>Title: ENVIRONMENTAL PROGRAM MANAGER II</p>                               | <p>Approved</p>                              |

GENERAL STATEMENT OF DUTIES: Manages an environmental program; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class performs mid-level management of an environmental program, designed to preserve and enhance water quality, air quality, open space, wildlife habitat and overall sustainability of the County. This position works under general supervision and may supervise subordinate employees.

EXAMPLES OF WORK: (Illustrative only)

- Plans, coordinates and oversees implementation of an environmental compliance, education, stormwater management, land preservation/conservation, sustainability or similar program;
- Keeps abreast of State, Federal, and local environmental regulations;
- Reviews program requirements to assure achievement of compliance;
- Develops innovative practices for public education and outreach efforts;
- Monitors and evaluates the effectiveness of environmental and sustainability programs
- Oversees capital projects designed to improve environmental quality and sustainability;
- Helps prepare budgets for program viability;
- Provides technical direction and oversight of subordinates;
- Makes periodic and special reports when required; .
- Recommends and drafts rules, regulations and standards operational procedures for assigned program areas;
- Plans, coordinates and attends meetings and workshops;
- Promotes an ongoing attitude of dedication to excellent public service and ensures that external and internal customers are provided with the highest quality of service;
- Operates a data processing terminal, personal computer, and other related equipment in the course of the work.

|                                                         |             |
|---------------------------------------------------------|-------------|
| NEW CASTLE COUNTY GOVERNMENT<br><br>CLASS SPECIFICATION | Number      |
|                                                         | Page 2 of 2 |
|                                                         | Date        |
| Title: ENVIRONMENTAL PROGRAM MANAGER II                 | Approved    |

REQUIRED KNOWLEDGE SKILLS AND ABILITIES: One year of experience interpreting environmental rules, regulations, standards and policies; knowledge of water quality, groundwater monitoring and remediation, land preservation/conservation, sustainability, and other environmental protection management practices; ability to design, plan, and oversee environmental and sustainability programs; ability to communicate courteously and effectively, both verbally and in writing; ability to pass a Class III County physical examination.

ACCEPTABLE EXPERIENCE AND TRAINING: Possession of a Bachelor's Degree from an accredited college or university with major course work in environmental science, environmental studies, engineering, life sciences or related field and one year experience overseeing an environmental program; or possession of an Associate's degree with major course work in environmental studies, engineering, or life sciences and three years of relevant experience; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

HISTORY OF REVISIONS:

|                                                                              |                                              |
|------------------------------------------------------------------------------|----------------------------------------------|
| <p><b>NEW CASTLE COUNTY GOVERNMENT</b></p> <p><b>CLASS SPECIFICATION</b></p> | <p>Number</p> <p>Page 1 of 2</p> <p>Date</p> |
| <p>Title: ENVIRONMENTAL PROGRAM MANAGER III</p>                              | <p>Approved</p>                              |

GENERAL STATEMENT OF DUTIES: Leads and provides high level management of multiple environmental programs; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class performs high level work in the management of environmental programs designed to preserve and enhance the water quality, air quality, open space, wildlife habitat and overall sustainability of the County. Assignments are broad in scope and considerable independent judgement is required. Responsibilities may include directing and supervising subordinate technical and administrative employees. This position works under general supervision and includes supervision and coordination of subordinate professional, technical and administrative support staff.

EXAMPLES OF WORK: (Illustrative only)

- Works with policy makers, legislators, regulators, professional organizations and the public towards the County's environmental and sustainability goals.
- Plans, coordinates and oversees implementation of various environmental programs, or a single environmental program that is of a complex nature;
- Oversees the development and implementation of capital projects to improve environmental quality and sustainability;
- Plans and develops public education and outreach efforts;
- Monitors and evaluates the effectiveness of environmental and sustainability programs, and when needed, recommends changes to close strategic gaps
- Creates and furthers existing short- and long-term sustainability strategies;
- Reviews program requirements to assure achievement of compliance;
- Provides technical direction and oversight of subordinates;
- Makes periodic and special reports when required; .
- Recommends and drafts rules, regulations and standards operational procedures for assigned program areas;
- Plans, coordinates and attends meetings and workshops;
- Represents the County on technical committees;

## NEW CASTLE COUNTY GOVERNMENT

Number

Page 2 of 2

## CLASS SPECIFICATION

Date

Title: ENVIRONMENTAL PROGRAM MANAGER III

Approved

- Assist with the development of operating and capital projects budgets;
- Promotes an ongoing attitude of dedication to excellent public service and ensures that external and internal customers are provided with the highest quality of service;
- Operates a data processing terminal, personal computer, and other related equipment in the course of the work.

REQUIRED KNOWLEDGE SKILLS AND ABILITIES: Three years of experience interpreting environmental rules, regulations, standards and policies; knowledge of water quality, air quality, groundwater monitoring and remediation, sustainability, and other environmental protection management practices; ability to design, plan, and oversee ability to communicate courteously and effectively, both verbally and in writing; ability to pass a Class III County physical examination.

ACCEPTABLE EXPERIENCE AND TRAINING: Possession of a Bachelor's Degree from an accredited college or university with major course work in environmental science, environmental studies, engineering, or life sciences and 2 years experience overseeing an environmental program; or possession of an associate degree with major course work in environmental studies, engineering, or life sciences and four years of relevant experience; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

HISTORY OF REVISIONS:

**EXHIBIT D**  
**PAY PLANS AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES**  
**REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607**

| <b>CLASSIFICATION</b>                        | <b>PAY<br/>GRADE</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> |
|----------------------------------------------|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| CLERK                                        | 12                   | 27,354   | 28,721   | 30,157   | 31,664   | 33,245   | 34,908   | 36,654   | 38,486   | 40,411   | 42,432    |
| SURVEYOR ASSISTANT                           | 12                   |          |          |          |          |          |          |          |          |          |           |
| ADMINISTRATIVE SERVICES TECHNICIAN           | 14                   | 30,157   | 31,664   | 33,245   | 34,908   | 36,654   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780    |
| AUTOMOTIVE PARTS CLERK                       | 14                   |          |          |          |          |          |          |          |          |          |           |
| CLERK TYPIST                                 | 14                   |          |          |          |          |          |          |          |          |          |           |
| COMPUTER OPERATOR I                          | 14                   |          |          |          |          |          |          |          |          |          |           |
| JUNIOR ADMINISTRATIVE AIDE                   | 14                   |          |          |          |          |          |          |          |          |          |           |
| KEY OPERATOR                                 | 14                   |          |          |          |          |          |          |          |          |          |           |
| MICROFILM TECHNICIAN                         | 14                   |          |          |          |          |          |          |          |          |          |           |
| PUBLIC SAFETY AIDE                           | 14                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNT CLERK I                              | 15                   | 31,664   | 33,245   | 34,908   | 36,654   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121    |
| CUSTOMER SERVICES COORDINATOR                | 15                   |          |          |          |          |          |          |          |          |          |           |
| DRAFTING TECHNICIAN I                        | 15                   |          |          |          |          |          |          |          |          |          |           |
| INTERLIBRARY LOAN ASSISTANT                  | 15                   |          |          |          |          |          |          |          |          |          |           |
| LIBRARY ASSISTANT                            | 15                   |          |          |          |          |          |          |          |          |          |           |
| STOREKEEPER                                  | 15                   |          |          |          |          |          |          |          |          |          |           |
| COMPUTER OPERATOR II                         | 16                   | 33,245   | 34,908   | 36,654   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578    |
| SURVEY INSTRUMENT OPERATOR                   | 16                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNT CLERK II                             | 17                   | 34,908   | 36,654   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157    |
| COURT CLERK                                  | 17                   |          |          |          |          |          |          |          |          |          |           |
| DEPUTY I                                     | 17                   |          |          |          |          |          |          |          |          |          |           |
| PRINCIPAL LIBRARY ASSISTANT                  | 17                   |          |          |          |          |          |          |          |          |          |           |
| SECRETARY                                    | 17                   |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS DATA TECHNICIAN                 | 17                   |          |          |          |          |          |          |          |          |          |           |
| DISPATCHER                                   | 18                   | 36,654   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864    |
| GRAPHIC ARTS DESIGNER                        | 18                   |          |          |          |          |          |          |          |          |          |           |
| MAINTENANCE PROGRAM TECHNICIAN               | 18                   |          |          |          |          |          |          |          |          |          |           |
| RADIO COMMUNICATOR                           | 18                   |          |          |          |          |          |          |          |          |          |           |
| SANITARY MAINTENANCE TECHNICIAN              | 18                   |          |          |          |          |          |          |          |          |          |           |
| TREASURY CUSTOMER SERVICE REPRESENTATIVE     | 18                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNT CLERK III                            | 19                   | 38,486   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707    |
| ADMINISTRATIVE AIDE                          | 19                   |          |          |          |          |          |          |          |          |          |           |
| ASSESSMENT TECHNICIAN                        | 19                   |          |          |          |          |          |          |          |          |          |           |
| ASSESSOR I                                   | 19                   |          |          |          |          |          |          |          |          |          |           |
| BUDGET OFFICE ASSISTANT                      | 19                   |          |          |          |          |          |          |          |          |          |           |
| LIBRARY SPECIALIST                           | 19                   |          |          |          |          |          |          |          |          |          |           |
| PARTY CHIEF                                  | 19                   |          |          |          |          |          |          |          |          |          |           |
| PERMIT PROCESS TECHNICIAN                    | 19                   |          |          |          |          |          |          |          |          |          |           |
| ASSISTANT PROCUREMENT AGENT                  | 20                   | 40,411   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694    |
| BUILDING AND SITE INSPECTOR                  | 20                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED ASSESSOR I                         | 20                   |          |          |          |          |          |          |          |          |          |           |
| COMMUNITY DEVELOPMENT HOUSING INSPECTOR      | 20                   |          |          |          |          |          |          |          |          |          |           |
| CUSTOMER INFORMATION & ASSISTANCE SPECIALIST | 20                   |          |          |          |          |          |          |          |          |          |           |
| CUSTOMER SERVICE AND INFORMATION TECHNICIAN  | 20                   |          |          |          |          |          |          |          |          |          |           |
| DELINQUENT ACCOUNT COLLECTOR                 | 20                   |          |          |          |          |          |          |          |          |          |           |
| DEPUTY II                                    | 20                   |          |          |          |          |          |          |          |          |          |           |
| DRAFTING TECHNICIAN II                       | 20                   |          |          |          |          |          |          |          |          |          |           |
| GRAPHIC ARTS DESIGNER II                     | 20                   |          |          |          |          |          |          |          |          |          |           |
| HOUSING PROGRAM ASSISTANT                    | 20                   |          |          |          |          |          |          |          |          |          |           |
| MAINTENANCE OFFICE ADMINISTRATOR             | 20                   |          |          |          |          |          |          |          |          |          |           |
| PAYROLL ASSISTANT I                          | 20                   |          |          |          |          |          |          |          |          |          |           |
| PLAN EXAMINER                                | 20                   |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS INSPECTOR                       | 20                   |          |          |          |          |          |          |          |          |          |           |
| SANITARY SEWER INFORMATION SPECIALIST        | 20                   |          |          |          |          |          |          |          |          |          |           |
| SENIOR OFFICE ASSISTANT                      | 20                   |          |          |          |          |          |          |          |          |          |           |
| SENIOR SANITARY MAINTENANCE TECHNICIAN       | 20                   |          |          |          |          |          |          |          |          |          |           |
| VICTIM'S ASSISTANCE OFFICER                  | 20                   |          |          |          |          |          |          |          |          |          |           |

**EXHIBIT D**  
**PAY PLANS AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES**  
**REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607**

| <b>CLASSIFICATION</b>                            | <b>PAY<br/>GRADE</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> |
|--------------------------------------------------|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| CERTIFIED PERMIT PROCESS TECHNICIAN              | 21                   | 42,432   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828    |
| CODE ENFORCEMENT OFFICER                         | 21                   |          |          |          |          |          |          |          |          |          |           |
| CONSTRUCTION INSPECTOR                           | 21                   |          |          |          |          |          |          |          |          |          |           |
| DRAFTING TECHNICIAN III                          | 21                   |          |          |          |          |          |          |          |          |          |           |
| ENVIRONMENTAL ANALYST                            | 21                   |          |          |          |          |          |          |          |          |          |           |
| PLUMBING AND MECHANICAL CODE SUPERVISOR          | 21                   |          |          |          |          |          |          |          |          |          |           |
| RIGHT-OF-WAY AGENT                               | 21                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNTANT I                                     | 22                   | 44,553   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828   | 69,122    |
| ASSESSOR II                                      | 22                   |          |          |          |          |          |          |          |          |          |           |
| GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN        | 22                   |          |          |          |          |          |          |          |          |          |           |
| HOUSING REHABILITATION SPECIALIST I              | 22                   |          |          |          |          |          |          |          |          |          |           |
| OPERATIONS SPECIALIST                            | 22                   |          |          |          |          |          |          |          |          |          |           |
| SCHOOL CROSSING GUARD SUPERVISOR                 | 22                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNTING OPERATIONS ASSISTANT                  | 23                   | 46,780   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828   | 69,122   | 72,577    |
| CENTRAL RECEIVING SUPERVISOR                     | 23                   |          |          |          |          |          |          |          |          |          |           |
| CENTRAL SERVICES TECHNICIAN                      | 23                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED ASSESSOR II                            | 23                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED BUILDING AND SITE INSPECTOR            | 23                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED PLAN EXAMINER                          | 23                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED PLUMBING & MECHANICAL PLAN EXAMINER    | 23                   |          |          |          |          |          |          |          |          |          |           |
| CERTIFIED PROPERTY MAINTENANCE & HOUSING INSPECT | 23                   |          |          |          |          |          |          |          |          |          |           |
| COMPLAINTS SPECIALIST                            | 23                   |          |          |          |          |          |          |          |          |          |           |
| CONSTRUCTION INSPECTION SUPERVISOR               | 23                   |          |          |          |          |          |          |          |          |          |           |
| EQUESTRIAN PROGRAM COORDINATOR                   | 23                   |          |          |          |          |          |          |          |          |          |           |
| HOUSING REHABILITATION SPECIALIST II             | 23                   |          |          |          |          |          |          |          |          |          |           |
| SURVEY PARTIES SUPERVISOR                        | 23                   |          |          |          |          |          |          |          |          |          |           |
| TREASURY ASSOCIATE                               | 23                   |          |          |          |          |          |          |          |          |          |           |
| CHIEF RIGHT-OF-WAY AGENT                         | 24                   | 49,121   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828   | 69,122   | 72,577   | 76,206    |
| CUSTOMER SERVICES SPECIALIST                     | 24                   |          |          |          |          |          |          |          |          |          |           |
| GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST        | 24                   |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS CONTRACTS OFFICER                   | 24                   |          |          |          |          |          |          |          |          |          |           |
| SITE INSPECTIONS SUPERVISOR                      | 24                   |          |          |          |          |          |          |          |          |          |           |
| STAFF ENGINEER                                   | 24                   |          |          |          |          |          |          |          |          |          |           |
| ACCOUNTANT II                                    | 25                   | 51,578   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828   | 69,122   | 72,577   | 76,206   | 80,015    |
| CHIEF CONSTRUCTION INSPECTOR                     | 25                   |          |          |          |          |          |          |          |          |          |           |
| CHIEF FIELD SUPERVISOR                           | 25                   |          |          |          |          |          |          |          |          |          |           |
| EQUESTRIAN PROGRAM SUPERVISOR                    | 25                   |          |          |          |          |          |          |          |          |          |           |
| PROCUREMENT AGENT                                | 25                   |          |          |          |          |          |          |          |          |          |           |
| SUPERINTENDENT OF WASTEWATER TREATMENT           | 25                   |          |          |          |          |          |          |          |          |          |           |
| CIVIL ENGINEER I                                 | 26                   | 54,157   | 56,864   | 59,707   | 62,694   | 65,828   | 69,122   | 72,577   | 76,206   | 80,015   | 84,017    |
| DRAFTING AND DESIGN SUPERVISOR                   | 26                   |          |          |          |          |          |          |          |          |          |           |
| <u>ENVIRONMENTAL PROGRAM MANAGER I</u>           | 26                   |          |          |          |          |          |          |          |          |          |           |
| GEOGRAPHIC INFORMATION SYSTEMS ANALYST           | 26                   |          |          |          |          |          |          |          |          |          |           |
| PAYROLL ASSISTANT II                             | 26                   |          |          |          |          |          |          |          |          |          |           |
| PROGRAMMER ANALYST                               | 26                   |          |          |          |          |          |          |          |          |          |           |
| ARCHITECT                                        | 28                   | 59,707   | 62,694   | 65,828   | 69,122   | 72,577   | 76,206   | 80,015   | 84,017   | 88,217   | 92,627    |
| CIVIL ENGINEER II                                | 28                   |          |          |          |          |          |          |          |          |          |           |
| <u>ENVIRONMENTAL PROGRAM MANAGER II</u>          | 28                   |          |          |          |          |          |          |          |          |          |           |
| SENIOR PROCUREMENT AGENT                         | 28                   |          |          |          |          |          |          |          |          |          |           |
| SEWER MANAGEMENT ENGINEER                        | 28                   |          |          |          |          |          |          |          |          |          |           |
| SENIOR APPLICATION ENGINEER                      | 28                   |          |          |          |          |          |          |          |          |          |           |
| CHIEF OF FACILITY MAINTENANCE                    | 30                   | 65,828   | 69,122   | 72,577   | 76,206   | 80,015   | 84,017   | 88,217   | 92,627   | 97,260   | 102,125   |
| CHIEF OF PROJECT MANAGEMENT                      | 30                   |          |          |          |          |          |          |          |          |          |           |
| CIVIL ENGINEER III                               | 30                   |          |          |          |          |          |          |          |          |          |           |
| <u>ENVIRONMENTAL PROGRAM MANAGER III</u>         | 30                   |          |          |          |          |          |          |          |          |          |           |
| PUBLIC WORKS PROJECT ADMINISTRATOR               | 30                   |          |          |          |          |          |          |          |          |          |           |
| CHIEF OF DRAINAGE OPERATIONS                     | 32                   | 72,577   | 76,206   | 80,015   | 84,017   | 88,217   | 92,627   | 97,260   | 102,125  | 107,231  | 112,592   |
| CHIEF OF SITE MANAGEMENT                         | 32                   |          |          |          |          |          |          |          |          |          |           |

*Effective: 07/01/2022 (Ordinance 20-072)*

*Revised: 03/09/2021 (Ordinance 21-016)*

*Revised: 07/25/2022 (Ordinance 22-093)*

*Revised: 05/09/2023 (Ordinance 23-047)*

*Revised: 06/13/2023 (Ordinance 23-057)*

*Revised: xx/xx/xxxx (Ordinance 23-xxx)*

**ORDINANCE NO. 23-100**

**AMEND THE GRANTS BUDGET:  
APPROPRIATE \$748,853 TO THE CONTRACTED POLICE DUTY REVOLVING FUND,  
WHICH IS ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY,  
DIVISION OF POLICE**

**WHEREAS**, the Contracted Police Duty Revolving Fund authorizes the Director of Public Safety to enter into contracts with individuals, companies, corporations, private entities, or other government sectors for public safety services on a contractual basis; and

**WHEREAS**, this legislation recognizes the anticipated reimbursements for police services to be received through June 30, 2024; and

**WHEREAS**, the County Executive has determined that funds will be received sufficient to cover the increase in the Grants Budget as hereinafter amended; 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 Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by deleting the material bracketed and stricken and adding the material underscored 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.

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:** Appropriate \$748,853 to the Contracted Police Duty Revolving Fund, which is administered by the Department of Public Safety, Division of Police for police services to be performed on a contractual basis.

**FISCAL NOTE:** This Ordinance, if approved, will amend the Grants Budget by appropriating \$748,853 to the Contracted Police Duty Revolving Fund, which is administered by the Department of Public Safety, Division of Police.

This legislation recognizes the anticipated reimbursements for police services to be received through June 30, 2024 and authorizes the Director of Public Safety to enter into contracts (with individuals, companies, corporations, private entities, or other government sectors for public safety services) on a contractual basis.

The Director of Public Safety with the concurrence of the Chief Financial Officer establishes rates no less than the amount necessary to reimburse for the cost of providing this service. Contracted police services will be administered in a manner that will not interfere with, or reduce, the effectiveness of regular patrol service levels for residents of the County. The Contract Duty Fund rate will be \$81.00 per hour which includes the officer and vehicle.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of \$748,853. This increase will affect FY2024 and beyond, since this is a continuous program.



**DEPARTMENT:** Public Safety

**GRANT TITLE:** Contracted Police Duty Revolving Fund

**PROGRAM TITLE:** Contracted Police Duty Revolving Fund

**EXHIBIT:** "A"

**Ordinance No.** 23-100

| Expense                    | Current                    | Change          | Revised         |
|----------------------------|----------------------------|-----------------|-----------------|
| Salaries and Wages         | <del>\$ 6,517,730.81</del> | \$ 800,000.00   | \$ 7,317,730.81 |
| Benefits                   | <del>\$ 304,880.07</del>   | \$ 56,853.00    | \$ 361,733.07   |
| Training/Civic Affairs     | \$ -                       | \$ -            | \$ -            |
| Communication/Utilities    | \$ -                       | \$ -            | \$ -            |
| Materials/Supplies         | \$ 129.88                  | \$ -            | \$ 129.88       |
| Contractual Services       | <del>\$ 1,468,857.25</del> | \$ (108,000.00) | \$ 1,360,857.25 |
| Equipment                  | \$ -                       | \$ -            | \$ -            |
| Grants/Fixed Charges       | \$ -                       | \$ -            | \$ -            |
| Land and Structures        | \$ -                       | \$ -            | \$ -            |
| Contingency                | \$ -                       | \$ -            | \$ -            |
| Operating Transfer Charges | \$ -                       | \$ -            | \$ -            |
| Operating Transfer Credits | \$ -                       | \$ -            | \$ -            |
| Total                      | <del>\$ 8,291,598.01</del> | \$ 748,853.00   | \$ 9,040,451.01 |

| Revenue        | Current                    | Change        | Revised         |
|----------------|----------------------------|---------------|-----------------|
| Federal        | \$ -                       | \$ -          | \$ -            |
| State          | \$ -                       | \$ -          | \$ -            |
| County         | \$ -                       | \$ -          | \$ -            |
| Program Income | \$ -                       | \$ -          | \$ -            |
| Other          | <del>\$ 8,291,598.01</del> | \$ 748,853.00 | \$ 9,040,451.01 |
| Total          | <del>\$ 8,291,598.01</del> | \$ 748,853.00 | \$ 9,040,451.01 |

#### SUPPLEMENTAL INFORMATION

**Estimated Program Initiation:** 9/13/2005 **Estimated Program Completion:** ongoing

**The Local Match:** **Found in (ORG):**

**Ordinance** 05-089, 06-015, 06-108, 07-074, 08-077, 11-066,  
**Passed:** 12-085, 13-044, 14-061, 15-061, 16-062, 17-059,  
 18-067, 19-060, 20-073, 21-080

**Date Revised:** July 2005, March 2006, August 2006, June 2007, July 2008, June 2011, July 2012, July 2013, July 2014, June 2015, June 2016, June 2017, June 2018, June 2019, June 2020, July 2021

#### PROGRAM DESCRIPTION:

The Contracted Police Duty Revolving Fund authorizes the Director of Public Safety to enter into contracts with individuals, companies, corporations, private entities, or other government sectors for public safety services on a contractual basis.

~~6/22/2021~~ 7/25/2023

Introduced by: Ms. Kilpatrick, Mr. Sheldon  
Date of introduction: July 25, 2023

**ORDINANCE NO. 23-101**

**TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 6 (“BUILDING CODE”),  
CHAPTER 13 (“STORMWATER MAINTENANCE DISTRICTS”), AND CHAPTER 14  
 (“FINANCE AND TAXATION”) REGARDING BILLING AND COLLECTION OF  
STORMWATER MAINTENANCE FEES AND THE REFUND OF CODE  
ENFORCEMENT FEES PAID THROUGH ERROR**

**WHEREAS**, in 2022, County Council enacted Ordinance No. 21-144 to create stormwater maintenance districts to provide an alternative to property owners that are responsible for performing maintenance of stormwater management facilities within residential and mixed-use subdivisions, and to relieve property owners of the burden of such maintenance; and

**WHEREAS**, Ordinance No. 21-144 provides that delinquent stormwater maintenance fees shall be a lien on real property, similar to County taxes and other fees, and shall be subject to monition as set forth in 9 *Del. C.* §§ 8741-8761; however, the appropriate code sections for the monition process are 9 *Del. C.* §§ 8721-8733; and

**WHEREAS**, this Ordinance revises the *New Castle County Code* to include the proper *Delaware Code* provision for the monition process, updates how stormwater maintenance fees will appear on the tax bill, amends Chapter 6 of the *New Castle County Code* so stormwater maintenance fees are paid before a building permit is issued, and amends Chapter 14 of the *New Castle County Code* to treat stormwater maintenance fees in the same manner as taxes and sewer service charges are addressed throughout the Chapter; and

**WHEREAS**, this Ordinance also amends Chapter 13 of the *New Castle County Code*, to specifically reference January 13, 2021, the enactment date, to clarify which residential and mixed use subdivisions are automatically enrolled as stormwater maintenance district; and

**WHEREAS**, for consistency this Ordinance revises Chapter 14 of the *New Castle County Code* to allow the Chief Financial Officer to approve applications for refunds of Code Enforcement fees and stormwater maintenance fees paid in error, in the same manner as taxes and sewer charges; and

**WHEREAS**, County Council has determined that the provisions of this Ordinance substantially advance and are reasonably and rationally related to legitimate government interests, including, but not limited to, promoting the public health, safety, prosperity, general welfare, and quality of life of the present and future inhabitants of the County.

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

Section 1. *New Castle County Code* Chapter 6 (“Building Code”), Article 3 (“Administration”), Section 6.03.012 (“Permits”) is hereby amended by adding the material that is

underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 06.03.012. – Permits. ...

H. *County taxes, ~~and~~ sewer service charges, and stormwater maintenance fees shall be paid prior to building permit application.* No building permit application shall be accepted or issued under the provisions of this Chapter until confirmation that the landowner seeking the permit, or the landowner for whose benefit the improvements are to be made under such permit, is not delinquent in the payment of County taxes, ~~or~~ sewer *service charges, or stormwater maintenance* fees on any tax parcel that such landowner owns in New Castle County. Only taxes that remain unpaid outside the grace period as provided in 9 Del. C. § 8604(a)(1) shall be considered delinquent.

Section 2. *New Castle County Code* Chapter 13 (“Stormwater Maintenance Districts”), Section 13.01.003 (“Applicability”) and Section 13.01.005 (“Stormwater maintenance fee assessment”) are hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 13.01.003. Applicability. ...

A. Stormwater maintenance districts established in new residential and mixed use subdivisions approved after ~~[enactment of this Chapter]~~ January 13, 2021.

Inclusion within a stormwater maintenance district shall be automatic for any new residential or mixed use subdivision in any unincorporated area in New Castle County upon approval of the record plan after ~~[the enactment of this Chapter]~~ January 13, 2021.

B. Stormwater maintenance districts established in residential or mixed used subdivisions existing on or prior to ~~[enactment of this Chapter]~~ January 13, 2021.

A maintenance organization responsible for at least one (1) stormwater management facility within a residential or mixed use subdivision established on or prior to ~~[enactment of this Chapter]~~ January 13, 2021 may...

Sec. 13.01.005. Stormwater maintenance fee assessment. ...

F. On or before June 1 of each tax year, the Department shall deliver to the Office of Finance an electronic file containing stormwater maintenance fee and parcel information as specified by the Office of Finance. The annual stormwater maintenance fee shall be levied and collected at the same time and in the same manner as County taxes and other fees and shall be a lien on real property the same as County taxes and other fees and shall be subject to monition as set forth in 9 Del. C. §§ ~~8721-8733~~ [8744 et seq.]

G. The fee shall be included on the County tax bills under the heading “Stormwater Maintenance~~[stormw. maint.]~~”; ...

Section 3. *New Castle County Code* Chapter 14 (“Finance and Taxation ”), Section 14.02.005 (“Collection fees for delinquent taxes, sewer service charges, or code enforcement

fees”) is hereby amended by adding the material that is underscored, as set forth below:

Sec. 14.02.005. - Collection fees for delinquent taxes, sewer service charges, stormwater maintenance fees, or code enforcement fees.

- A. For any monition action commenced by the Office of Law in order to collect delinquent taxes, sewer service charges, stormwater maintenance fees, or code enforcement fees, the Office of Finance may assess against the property the following fees, and costs incurred, up to and including the following amounts:

...

- B. If the Office of Finance incurs any costs in the collection of delinquent taxes, sewer service charges, stormwater maintenance fees, or code enforcement fees that are not wholly covered by the fees outlined in Subsection A., the Office shall levy a charge against the property in the full amount of those costs, plus a fee of twenty-five dollars (\$25.00) to cover direct and indirect costs of administration.
- C. For any monition action not commenced by the Office of Law in order to collect delinquent taxes, sewer service charges, stormwater maintenance fees, or code enforcement fees, the Office of Finance may assess against the property reasonable attorney's fees and costs, as determined by the Office of Law in consultation with the Office of Finance.
- D. In addition to the fees and costs set forth above, all costs or other fees charged by the County Sheriff, the Prothonotary, or by the clerk of any court for the filing, service, satisfaction, or any other activity in a monition action relating to the collection of taxes, sewer service charges, stormwater maintenance fees, or code enforcement fees may be assessed against the property.

Section 4. *New Castle County Code* Chapter 14 (“Finance and Taxation ”), Article 3 (“Refunds and Credits of Taxes or Sewer Service Charges Paid Through Error”) is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

ARTICLE 3. - REFUNDS AND CREDITS OF TAXES, ~~{OR}~~ SEWER SERVICE CHARGES, CODE ENFORCEMENT FEES, OR STORMWATER MAINTENANCE FEES PAID THROUGH ERROR

Sec. 14.03.001. - Authority to approve.

The Chief Financial Officer is hereby authorized to approve all applications for refunds of taxes, ~~[and]~~ sewer service charges, code enforcement fees, and stormwater maintenance fees paid in error that meet the following criteria:

- A. The person claiming a refund shall have filed, in a form acceptable to the Office of Finance, a written application stating the amount of the payment of the taxes, ~~[or]~~ sewer service

charges, code enforcement fees, or stormwater maintenance fees, the person by whom the payment was made, the date of the payment, and the reason why it is believed that the payment was made in error.

- B. The applicant shall have attached to the application a copy of the front and back of the canceled check(s) used to pay the taxes, [ø] sewer service charges, code enforcement fees, or stormwater maintenance fees, or whatever evidence that the Chief Financial Officer may require in corroboration of the applicant's entitlement to a refund. ...

Sec. 14.03.002. - Limitations. ...

- B. The Chief Financial Officer shall not, without the express approval of County Council by resolution, refund any payment of taxes, [ø] sewer service charges, code enforcement fees, or stormwater maintenance fees to any person who then owes any delinquent taxes, [ø] sewer service charges, code enforcement fees, or stormwater maintenance fees to the County. ...

Sec. 14.03.005. - Interest on refunds and credits.

Except as otherwise provided in this Article, no interest shall be paid on any refund of taxes, [ø] sewer service charges, code enforcement fees, or stormwater maintenance fees paid in error. Interest shall accrue on any tax credit arising under this Article in accordance with Subsection 14.03.003.B. ...

Sec. 14.03.007. - Penalty for false claims for refunds.

Any person who knowingly, willfully, or fraudulently asserts a claim under this Article for a refund of taxes, [ø] sewer service charges, code enforcement fees, or stormwater maintenance fees paid in error shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to punishment under Section 1.01.009.

Section 5. *New Castle County Code* Chapter 14 (“Finance and Taxation ”), Article 6 (“Exemption From Real Property Taxation”) is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 14.06.302. – Qualifications for and amount of elderly exemption.

A. ...

1. *Qualifications.* Every resident who is sixty-five (65) or more years of age and who has reached that age prior to July 1<sup>st</sup> of the fiscal year for which the exemption is sought and who or whose spouse resides in a house owned by him or her that is his or her principal residence shall be entitled to an exemption as set forth in Subsection B. provided his or her income does not exceed fifty thousand dollars (\$50,000.00) per year or, in the case of a married couple the combined income of the two (2) of them does not exceed fifty thousand dollars (\$50,000.00) per year. No application under this Subsection shall be

approved unless, at the time of the approval thereof, all taxes, ~~[and]~~ sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full. ...

B. ...

1. *Qualifications.* Every resident who is sixty-five (65) or more years of age and who has reached that age prior to July 1<sup>st</sup> of the fiscal year for which the exemption is sought and who or whose spouse resides in a house owned by him or her that is his or her principal residence shall be entitled to an exemption as set forth in Subsection 2. provided his or her income does not exceed fifty thousand dollars (\$50,000.00) per year, or in the case of a married couple the combined income of the two (2) of them does not exceed fifty thousand dollars (\$50,000.00) per year; and further provided that the assessed value of the property does not exceed one hundred twenty-five thousand dollars (\$125,000.00). For those whose assessed property value exceeds one hundred twenty-five thousand dollars (\$125,000.00), the State senior property tax exemption for those with incomes not in excess of three thousand dollars (\$3,000.00) shall apply. No application under this Subsection shall be approved unless, at the time of the approval thereof, all taxes, ~~[and]~~ sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full. ...
3. No application under this Subsection shall be approved unless, at the time of the approval thereof, all taxes and sewer service charges then due to or collectible by New Castle County have been paid in full, or the applicant is actively enrolled and making monthly payments of any tax, ~~[or]~~ sewer service charges, and stormwater maintenance fees due to or collectible by New Castle County as determined by the Office of Finance at the time of the application.

C. ...

3. No application under Subsection C. shall be approved unless, at the time of such approval, all taxes, ~~[and]~~ sewer service charges, or stormwater maintenance fees then due to or collectible by New Castle County have been paid in full, or the applicant is actively enrolled and timely making monthly payments of any and all taxes, ~~[and]~~ sewer service charges, and stormwater maintenance fees due to or collectible by New Castle County, as determined by the Office of Finance.

Sec. 14.06.303. – Qualifications for and amount of disability exemption.

A. ...

1. *Qualifications.* Every resident who is disabled, as defined by Section 14.06.301, and who has become disabled prior to July 1<sup>st</sup> of the fiscal year for which the exemption is sought and who or whose spouse resides in a house owned by him or her that is his or her principal residence shall be entitled to an exemption from all real property taxes, exclusive of any local light and ditch taxes, to an assessed value not exceeding forty

thousand dollars (\$40,000.00), providing his or her income does not exceed forty thousand dollars (\$40,000.00) per year or, in the case of a married couple, the combined income of the two (2) of them does not exceed forty thousand (\$40,000.00) per year. No application under this Subsection or Section 14.06.304 shall be approved unless, at the time of the approval thereof, all taxes, ~~[and]~~ sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full.

B. ...

1. *Qualifications.* Every resident who is disabled, as defined by Section 14.06.301, and who has become disabled prior to July 1<sup>st</sup> of the fiscal year for which the exemption is sought and who or whose spouse resides in a house owned by him or her that is his or her principal residence shall be entitled to an exemption from all real property taxes, exclusive of any local light and ditch taxes, to an assessed value not exceeding thirty-two thousand dollars (\$32,000.00), provided his or her income does not exceed fifty thousand dollars (\$50,000.00) per year or, in the case of a married couple the combined income of the two (2) of them does not exceed fifty thousand dollars (\$50,000.00) per year. No application under this Section or Section 14.06.304 shall be approved unless, at the time of the approval thereof, all taxes, ~~[and]~~ sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full.

...

3. No application under this Subsection or Section 14.06.304 shall be approved unless, at the time of the approval thereof, all taxes, ~~[and]~~ sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full, or the applicant is actively enrolled and making monthly payments of any tax, ~~[or]~~ sewer service charges, or stormwater maintenance fees due to or collectible by New Castle County as determined by the Office of Finance at the time of the application.

C. ...

3. No application under Subsection C. or Section 14.06.304 shall be approved unless, at the time of the approval thereof, all taxes, ~~[and]~~ sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full, or the applicant is actively enrolled and timely making monthly payments of any tax, ~~[or]~~ sewer service charges, or stormwater maintenance fees due to or collectible by New Castle County, as determined by the Office of Finance.

Section 6. *New Castle County Code* Chapter 14 (“Finance and Taxation ”), Article 12 (“Tax Exemption Program For Historic Properties”) is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 14.12.003. – Procedures of the tax exemption program for preservation, restoration and/or rehabilitation of historic properties.

A. ...

11. No application under this Section shall be approved unless, at the time of approval thereof ~~is being considered~~, all taxes, ~~[and]~~ sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County from the Applicant have been paid in full.

Section 7. This Ordinance shall become effective 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:

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President of County Council  
of New Castle County

Approved on:

---

County Executive  
of New Castle County

**SYNOPSIS:** This Ordinance, if approved, amends Chapter 13 to reflect the proper *Delaware Code* provision, updates how stormwater maintenance fees will appear on the tax bill, and amends Chapters 6 and 14 of the *New Castle County Code* to address stormwater maintenance fees in the same manner as taxes and sewer service charges are addressed throughout Chapters 6 and 14. Additionally, this Ordinance, for consistency purposes, amends *New Castle County Code* Chapter 14 to allow for refunds for overpayment of Code Enforcement fees.

**FISCAL NOTE:** There will be no discernible fiscal impact as a result of adopting this Ordinance.



**ORDINANCE NO. 23-102**

**AMEND THE FY2024 APPROVED OPERATING BUDGET:  
TRANSFER FUNDS FROM THE GRANTS AND FIXED CHARGES BUDGET LINE ITEM OF  
COUNTY COUNCIL TO THE SALARIES AND WAGES, EMPLOYEE BENEFITS AND  
MATERIALS AND SUPPLIES BUDGET LINE ITEMS FOR THE DEPARTMENT OF PUBLIC  
SAFETY, DIVISION OF EMERGENCY COMMUNICATIONS AND TO THE  
CONTRACTUAL SERVICES BUDGET LINE ITEM FOR THE DEPARTMENT OF  
COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING**

**WHEREAS**, the Department of Public Safety, Division of Communication provides New Castle County with a computer aided emergency communications center that is easily accessible to all residents and is responsive to all emergency 911 and non-emergency call requests for police, fire, and emergency medical services, regardless of callers' location; and

**WHEREAS**, County Council has budgeted funding available in the Grants and Fixed Charges Budget Line Item; and

**WHEREAS**, County Council would like to contribute \$5,000 to enable the Department of Public Safety, Division of Emergency Communications to continue its successful community outreach program by offering a training course and certification as an Emergency Telecommunicator for up to twenty-five participants; and

**WHEREAS**, successful completion of the training program will assist future, interested job applicants who apply for 911 system positions in meeting minimum and/or preferred qualifications during the application process; and

**WHEREAS**, the Department of Community Services, Division provides Community Cleanup efforts to areas in need in New Castle County; and

**WHEREAS**, County Council has budgeted funding available in the Grants and Fixed Charges Budget Line Item; and

**WHEREAS**, County Council would like to contribute \$5,000 to enable the Department of Community Services, Division of Community Development and Housing to continue its successful Community Cleanup efforts to areas in need in New Castle County; and

**WHEREAS**, the revenue measures heretofore adopted by the County Council, together with any General Fund Tax Stabilization Reserves are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Annual Operating Budget as hereinafter amended.

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

Section 1. The Annual Operating Budget for the fiscal year beginning July 1, 2023 is hereby amended by deleting the material bracketed and stricken and adding the material underscored on the attached Exhibit "A."

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2023 and shall be effective as though incorporated initially in the Annual Operating Budget.

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 transfer \$5,000 from the County Council – Grants and Fixed Charges Budget Line Item to the Department of Public Safety – Salaries and Wages, Employee Benefits and Materials and Supplies Budget Line Items to enable the Department of Public Safety, Division of Emergency Communications to reach out to the community by offering a training course and certification as an Emergency Telecommunicator for up to twenty-five participants. This Ordinance, if approved, will also transfer \$5,000 from the County Council – Grants and Fixed Charges Budget Line Item to the Department of Community Services – Contractual Services Budget Line Item to enable the Department of Community Services, Division of Community Development and Housing to provide Community Cleanup efforts to areas in need in New Castle County. This legislation will result in no increase to the FY2024 Approved Operating Budget as the legislation is a transfer of funds between departments.

**FISCAL NOTE:** This Ordinance, if approved, will transfer \$5,000 from the County Council – Grants and Fixed Charges Budget Line Item to the Department of Public Safety – Salaries and Wages, Employee Benefits and Materials and Supplies Budget Line Items and transfer \$5,000 from the County Council – Grants and Fixed Charges Budget Line Item to the Department of Community Services – Contractual Services Budget Line Item.

This legislation will reduce the FY2024 Approved Operating Budget for County Council by \$10,000 and increase the Department of Public Safety by \$5,000 and increase the Department of Community Services by \$5,000. This legislation will result in no increase to the FY2024 Approved Operating Budget as the legislation is a transfer of funds between departments. There is no fiscal impact for FY2024 or FY2025.

**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                 |           | <u>431,482</u>          |
| Operating Transfer Charges                  |                         |           | 161,959                 |
| <b>Total</b>                                | <b><u>4,865,223</u></b> | <b>\$</b> | <b><u>4,855,223</u></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><u>3,222,521</u></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><u>28,058,631</u></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                        | <u>2,348,236</u>         |           | <u>2,353,236</u>         |
| 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><u>25,927,415</u></b> | <b>\$</b> | <b><u>25,932,415</u></b> |
| <b>Total Authorized Full-Time Positions</b> | <b>160</b>               |           |                          |

**DEPARTMENT OF PUBLIC SAFETY**

|                                             |                               |           |                           |
|---------------------------------------------|-------------------------------|-----------|---------------------------|
| Salaries and Wages                          | 67,198,478                    | \$        | 67,200,807                |
| Benefits                                    | 39,138,665                    |           | 39,140,036                |
| Training and Civic Affairs                  |                               |           | 178,869                   |
| Communication and Utilities                 |                               |           | 1,010,888                 |
| Materials and Supplies                      | 1,039,511                     |           | 1,040,811                 |
| 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><del>125,956,498</del></b> | <b>\$</b> | <b><u>125,961,498</u></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><u>1,905,995</u></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                                 | <del>128,176,274</del> | \$ | <u>128,178,603</u>        |
| Benefits                                           | <del>73,112,893</del>  |    | <u>73,114,264</u>         |
| Training and Civic Affairs                         |                        |    | 674,983                   |
| Communication and Utilities                        |                        |    | 35,219,820                |
| Materials and Supplies                             | <del>7,354,063</del>   |    | <u>7,355,363</u>          |
| Contractual Services                               | <del>24,086,839</del>  |    | <u>24,091,839</u>         |
| Equipment                                          |                        |    | 2,440,580                 |
| Grants and Fixed Charges                           | <del>15,287,763</del>  |    | <u>15,277,763</u>         |
| 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><u>331,422,408</u></b> |
| <b><i>Total Authorized Full-Time Positions</i></b> | <b><i>1,661</i></b>    |    |                           |

**RESERVE ACCOUNTS AS OF JULY 1, 2023**

|                                                      |                           |
|------------------------------------------------------|---------------------------|
| Tax Stabilization Reserve Account (Unaudited)        | 74,583,374                |
| Sewer Rate Stabilization Reserve Account (Unaudited) | 10,615,708                |
| General Fund Budget Reserve Account                  | 45,512,418                |
| Sewer Fund Budget Reserve Account                    | 18,872,304                |
| <b><i>Total Reserves:</i></b>                        | <b><u>149,583,804</u></b> |



Introduced by: Mr. Smiley, Mr. Cartier  
Date of introduction: July 25, 2023

**ORDINANCE NO. 23-103**

**TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 26 (“HUMAN RESOURCES”),  
ARTICLE 3 (“MERIT SYSTEM”), SECTION 26.03.910 (“RETIREE HEALTH CARE  
INSURANCE”)**

**WHEREAS**, Article 3 of Section 910 of the *New Castle County Code* addresses health care coverage for County retirees; and

**WHEREAS**, on May 26, 2021, the Public Employment Relations Board Certified the creation of a new bargaining unit for New Castle County Police Officers in the ranks of Captains, Majors and Lt. Colonel; and

**WHEREAS**, on January 24, 2023, County Council passed Resolution 23-019 authorizing the County Executive to sign the collective bargaining agreement with Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors & Lieutenant Colonel (“FOP Lodge 5”); and

**WHEREAS**, consistent with the authority granted by Section 26.01.020 of the *New Castle County Code* to bargain over terms and conditions of employment, the collective bargaining agreement between the County and FOP Lodge 5 includes a provision for retiree health insurance that differs from Section 26.03.910 (“Retiree Health Care Insurance”) of the *New Castle County Code*; ; and

**WHEREAS**, it is desirable to amend Section 26.03.910 to eliminate the inconsistency with the terms of the collective bargaining agreement; and

**WHEREAS**, at its meeting of July 6, 2023, the Human Resources Advisory Board recommended approval of the proposed amendment to Article 3 of Chapter 26, of the *New Castle County Code*.

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

Section 1. *New Castle County Code* Chapter 26 (“Human Resources”), Article 3 (“Merit System”), Section 26.03.910.B and 26.03.910.E (“Retiree Health Care Insurance”) is hereby amended by adding the following material that is underscored and by deleting the material that is bracketed and stricken as set forth below:

B. For employees hired before June 30, 2011, health coverage to be provided by New Castle County shall be as follows:

1. Except as qualified below, the County agrees to assume the full cost of providing Cooperative 80 individual coverage under the Blue Cross/Blue Shield 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 Blue Cross/Blue Shield 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 New Castle County) for the retiree's spouse/domestic partner. The value of the monthly credit will be the product of ten dollars (\$10.00) times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be three hundred dollars (\$300.00) regardless of service in excess of thirty (30) years. Credits cannot be banked for future use.

If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse/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/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/domestic partner with Standard Medicare coverage or its equivalent insurance. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse/domestic partner.

For those retirees who retire from the position of Chief of Police, ~~Major or Captain~~, said retiree will receive Blue Cross/Blue Shield Cooperative 80 as long as such coverage is available from Blue Cross/Blue Shield. A Chief of Police, ~~Major or Captain~~ retiree will have the option to purchase, at the prevailing additional expense, Blue Cross/Blue Shield Cooperative 100 coverage as long as such coverage is available from Blue Cross/Blue Shield. Should such coverage no longer be offered by Blue Cross/Blue Shield, Chief of Police, ~~Major and Captain~~ retirees shall receive an equivalent thereto.

2. Optional coverage for retiree's dependent(s) is provided at cost to the retiree for dependents.

E. Further, the County agrees to issue health insurance credits as outlined below for retirees hired after June 30, 2011:

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

If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse/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/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/domestic partner with Standard Medicfil 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/domestic partner.

For those retirees who retire from the position of Chief of Police, ~~major or captain~~, said retiree will receive Blue Cross/Blue Shield Cooperative 80 as long as such coverage is available from Blue Cross/Blue Shield. A Chief of Police, ~~major or captain~~ retiree will have the option to purchase, at the prevailing additional expense, Blue Cross/Blue Shield Cooperative 100 coverage as long as such coverage is available from Blue Cross/Blue Shield. Should such coverage no longer be offered by Blue Cross/Blue Shield, Chief of Police, ~~major and captain~~ retirees shall receive an equivalent thereto.

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.

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 modify *New Castle County Code* Section 26.03.910.B and 26.03.910.E “Retiree Health Care Insurance” to eliminate an inconsistency with the collective bargaining agreement with Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors & Lieutenant Colonel.

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

**WHEREAS**, Section Sec. 26.01.008 of the New Castle County Merit System provides that the Chief Human Resources Officer may submit for recommendation to the Human Resources Advisory Board any proposed amendment to Articles 1, 2 and 3 of Chapter 26 prior to introduction of the ordinance; and

**WHEREAS**, Section 26.01.008 further provides that the Human Resources Advisory Board shall render its recommendation to the Chief Human Resources Officer within thirty (30) calendar days of referral to the Board; and

**WHEREAS**, Section 26.01.008 requires that the Chief Human Resources Officer shall attach the Human Resources Advisory Board's recommendation to the ordinance if submitted to County Council for introduction.

**Now therefore**, on July 6, 2023, the Human Resources Advisory Board voted to recommend the amendments to Section 26.03.910.B and 26.03.910.E "Retiree Health Care Insurance" to eliminate an inconsistency with the collective bargaining agreement between New Castle County and Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors & Lieutenant Colonel as set forth in the attached.



Valencia Beaty Brown, Esq. July 6, 2023  
Human Resources Advisory Board Chair

**ORDINANCE NO. 23-105**

**TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 13 (“STORMWATER MAINTENANCE DISTRICTS”) REGARDING STORMWATER MAINTENANCE AND WHISPERING WOODS COMMUNITY**

**WHEREAS**, stormwater is an important water resource which supports, among other things, groundwater recharge for drinking water supplies and base-flow of streams; and

**WHEREAS**, the requirements of the United States Environmental Protection Agency and the Delaware Department of Natural Resources and Environmental Control demand a comprehensive approach to stormwater management by New Castle County; and

**WHEREAS**, the federal regulations and Delaware state regulations require the County to implement and fund a program of stormwater controls that address discharges from the County’s regulated stormwater flows to local water bodies; and

**WHEREAS**, inadequate management of stormwater runoff throughout a watershed can increase flood depths and velocities, contribute to erosion and sediment, overtax the carrying capacity of existing streams and storm sewers, greatly increase the cost of public facilities to convey and manage stormwater, undermine floodplain management and flood reduction efforts in upstream and downstream communities, reduce groundwater recharge, and impact other related water resource needs and threaten public health and safety; and

**WHEREAS**, in order to establish, operate, enhance, and maintain an effective and efficient stormwater management, ensure the continued effective operation of the system through installation and best management practices, and to provide other services such as appropriate inspections, asset management, and regulatory oversight associated with stormwater and watershed management, sufficient and stable funding is required to fund these public services; and

**WHEREAS**, given the above, New Castle County Council determined it to be in the best interests of the County and its residents to create stormwater maintenance districts to accomplish the above and, thereby, promote more attractive, safer, and healthier neighborhoods; and

**WHEREAS**, in 2021, County Council enacted *New Castle County Code* Chapter 13, Sections 13.01.001 – 13.01.007 (by means of Ordinance No. 21-144), creating stormwater maintenance districts to provide an alternative to and assist property owners who are responsible for performing maintenance of stormwater management facilities within residential and mixed-use subdivisions, and to relieve property owners of the burden of the actual maintenance; and

**WHEREAS**, Chapter 13 provides that a maintenance organization responsible for a stormwater management facility within a subdivision established prior to enactment thereof may petition to establish a stormwater maintenance district (“SWD”), using forms established by the Public Works Department (the “Department”); moreover, the Department is authorized to determine whether a SWD should be established based on a maintenance organization’s compliance with *New Castle County Code* Chapter 12, Article 6 (“Stormwater Management Facility and Watercourse Maintenance”); and

**WHEREAS**, the stormwater management facility in Whispering Woods falls under the County’s jurisdiction, and is, in the opinion of County government, necessary for efficient and economical stormwater management; and

**WHEREAS**, by way of background, the Whispering Woods maintenance organization timely petitioned the Department for creation of a SWD (between July - September, 2022); the petition (attached hereto) reflects the affirmative vote for inclusion in the SWD program by the Whispering Woods community; and

**WHEREAS**, the petition includes, among other things, the requisite description of the area incorporated in the proposed SWD, a list of the community members and mailing addresses, applicable parcel numbers, signatures of the community members by parcel, and the individual votes, either yes or no, by community members; and

**WHEREAS**, the Department supports the petition, which awaits the approval of County Council; and

**WHEREAS**, if County Council enacts this ordinance, the SWD program will be approved for the Whispering Woods community; subsequent to any approval by County Council, all relevant information evidencing the establishment of the SWV will be recorded with the Office of the Recorder of Deeds; and

**WHEREAS**, County Council has determined that the provisions of this Ordinance substantially advance and are reasonably and rationally related to legitimate government interests, including, but not limited to, promoting the public health, safety, welfare, and quality of life of the present and future inhabitants of New Castle County, generally, and the Whispering Woods community, in particular.

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

Section 1. *New Castle County Code* Chapter 13 (“Stormwater Maintenance Districts”) is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below:

...

Sec. 13.01.008. Stormwater maintenance districts - approved.

A. Following are the Stormwater Maintenance Districts approved by County Council:

1. Whispering Woods.

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

Adopted by County Council of  
New Castle County on:

---

President of County Council  
of New Castle County

Approved on:

---

County Executive  
of New Castle County

**SYNOPSIS:** By way of this Ordinance, New Castle County Council approves a Stormwater Maintenance District in the Whispering Woods community.

**FISCAL NOTE:** There is no discernible fiscal impact with the adoption of this Ordinance.



**New Castle County  
Stormwater Maintenance District Petition**

We the members of Whispering Woods ("Maintenance Organization") hereby submit this petition to New Castle County for acceptance in the Stormwater Maintenance District Program.

The Maintenance Organization is responsible for the following stormwater management facility(ies):

**Stormwater Management Facilities 1, 2, and 3**

We the members of the Maintenance Organization are fully aware of our rights and responsibilities pursuant to *New Castle County Code* Chapter 13 and *Delaware Code* Title 9, Chapter 34. In summary New Castle County will determine the annual cost of maintaining the stormwater management facility(ies) which will be divided equally and billed to each member of the Maintenance Organization on the New Castle County tax bill as the "Stormwater Maintenance Fee".

The initial Stormwater Maintenance Fee to maintain the above listed facility(ies) will be \$130.84/lot for Year 1 and \$92.23 for Year 2. The fee for Year 1 and Year 2 totaling \$34,365.15, will be paid in full by the Whispering Woods Maintenance Organization. Subsequent years' fees will be divided by lot and will be billed to each member. Subsequent or future rates shall be at the discretion of the County based on its' cost to maintain the identified facilities and the associated administrative cost.

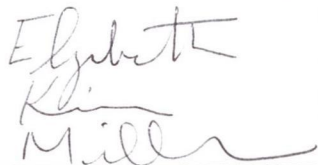
The initial Stormwater Maintenance fee is based on maintaining the stormwater management facility beginning on January 1<sup>st</sup> after the Petition has been accepted by the Department and approved by County Council. The initial stormwater maintenance fee will cover maintenance cost of the facility for approximately 18 months because the tax bill is not due until September. Please note that maintenance costs are typically lower in the winter.

**A Maintenance Organization is not permitted to unenroll from the Stormwater Maintenance District Program.**

My **yes vote** below is for the Maintenance Organization **to enroll** into the Stormwater Maintenance District Program.

My **no vote** below is for the Maintenance Organization **not to enroll** into the Stormwater Maintenance District Program.

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| Printed Name                     | Tax Parcel No. or Address                                  | Daytime Phone Number and mailing address                       | Yes or No | Signature                                                                             |
|----------------------------------|------------------------------------------------------------|----------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------|
| DAVID + Patricia PEARSALE        | 1301224015<br>450 Contemplation                            | 450 Contemplation<br>MIDDLETOWN DE<br><br>576-242-3166         | YES       |    |
| Harry & Ellen Stanton            | 338 Tranquility Way<br>1301 222 019                        | 302 584 5561<br>338 Tranquility Way<br>Middletown DE           | YES       |    |
| Dr. Christian & Elizabeth Miller | 324 Tranquility<br>1301222012                              | 908-797-4167<br>324 Tranquility Way Middletown DE              | yes       |    |
| SUSAN & Ralph Tuttle             | 358 Tranquility Way<br>1301222074                          | 631-678-8855<br>358 Tranquility Way<br>Middletown, DE 19709    | YES       |    |
| Celestino + JEAN MARROCCO        | 561 Contemplation Way<br>Middletown DE 19709<br>1301224030 | (908) 902-0827<br>561 Contemplation Way<br>Middletown DE 19709 | YES       |  |
| DAWN & Bob Wilson                | 1405 Whispering Woods Rd.<br>1301222056                    | 302-332-9976<br>1405 Whispering Woods<br>Middletown DE 19709   | Yes       |  |

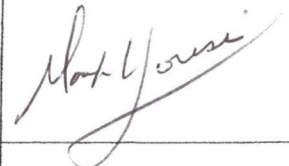
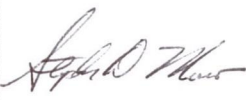
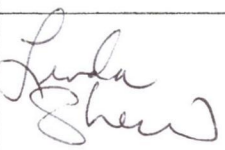


| Printed Name     | Tax Parcel No. & Address                            | Daytime Phone Number and mailing address                                | Yes or No | Signature        |
|------------------|-----------------------------------------------------|-------------------------------------------------------------------------|-----------|------------------|
| Raymond Baur     | 435 Contemplation Way<br>1301224024                 | 610-955-1177<br>435 Contemplation Way<br>Same<br>Middletown DE 19709    | yes       | Eileen Baur      |
| Diane Lancaster  | 526 Contemplation Way<br>1301224054                 | 617-945-3824<br>526 Contemplation Way<br>Same<br>Middletown DE 19709    | YES       | Diane Lancaster  |
| Cecilia Strecken | 1455 Whispering Woods<br>1301222093                 | 302-998-109<br>1455 Whispering Woods<br>Same<br>Middletown DE 19709     | yes       | Cecilia Strecken |
| Linda Schwarz    | 1447 Whispering Woods<br>1301222090                 | 403-477-7720<br>Same<br>1447 Whispering Woods Rd<br>Middletown DE 19709 | yes       | L. Schwarz       |
| BARRY DEARDORFF  | 1326 WHISPERING WOODS Rd.<br>1301222006             | 302 545 5835<br>1326 Whispering Woods Rd<br>Middletown DE 19709         | YES       | Barry D          |
| Joy Steel        | 356 Tranquility Way<br>Middletown, DE<br>1301222073 | 434-409-5788<br>356 Tranquility Way<br>Middletown DE 19709              | Yes       | J. Steel         |

| Printed Name               | Tax Parcel No. & Address                                | Daytime Phone Number and mailing address                                    | Yes or No | Signature            |
|----------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------|-----------|----------------------|
| Debbie Cycyk               | 1409 Whispering Woods Rd.<br>1301 222 058               | 443-907-7400<br>1409 Whispering Woods Rd<br>Middletown, DE 19709            | YES       | Debbie Cycyk         |
| CLAUDIA KELLIEHAN          | 336 <del>TRANQUIL</del> TRANQUILITY WAY<br>1301 222 018 | 302 784-9421<br>336 TRANQUILITY WAY 19709                                   | YES       | Claudia V. Kelliehan |
| LOUISE THALMANN            | 326 TRANQUILITY WAY<br>19709<br>1301 222 013            | 326 TRANQUILITY WAY Middletown DE 19709<br>410-304-3972                     | YES       | Louise Thalmann      |
| Michael McGuire            | 1482 Whispering Woods Road<br>1301 222 080              | 1482 Whispering Woods Road<br>Middletown DE 19709<br>410-209-3845           | YES       | Michael McGuire      |
| STANLEY BLAIR              | 506 Contemplation Way<br>1301 224 059                   | 506 Contemplation Way<br>Middletown DE 19709<br>609 432 2346                | YES       | Stanley Blair        |
| DUONG NGUYEN<br>LAI NGUYEN | 355 Tranquility Way, M. DE 19709<br>1301 222 054        | 355 Tranquility Way<br>Middletown DE 19709<br>610-763-5215<br>1184-269-7568 | Yes       |                      |

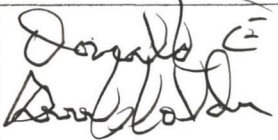
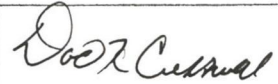


| Printed Name      | Tax Parcel No. & Address                                             | Daytime Phone Number and mailing address                                                                         | Yes or No | Signature         |
|-------------------|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-----------|-------------------|
| Donna Kuczmariski | <del>1301 222 113</del><br>1499 Whispering Woods Rd<br>Middletown DE | 302 598 0795<br>1499 Whispering Woods Rd<br>Middletown                                                           | yes       | Donna Kuczmariski |
| PAUL CANNON       | 114 SERENITY CIRCLE<br><del>1301 222 001</del>                       | (302) 603-2799<br>114 SERENITY CIRCLE<br>Middletown DE 19709                                                     | YES       | Paul Cannon       |
| KATHLEEN NEWMAN   | 346 Tranquility Way<br><del>1301 222 023</del>                       | 484-802-1777<br>346 Tranquility Way<br>Middletown DE 19709                                                       | yes       | Kathleen Newman   |
| John D. Nielsen   | 1479 Whispering Woods Rd<br><del>1301 222 104</del>                  | 808-220-2222<br>1479 Whispering Woods Rd<br>Middletown DE 19709                                                  | yes       | John D. Nielsen   |
| Sue TANZLER       | 1403 Whispering Woods Rd<br><del>1301 222 055</del>                  | 267-918-1272<br>1403 Whispering Woods<br>Middletown DE 19709                                                     | YES!      | Sue Tanzler       |
| Ed Blomquist      | 517 Contemplation Way<br><del>1301 224 041</del>                     | 856-237-6869<br><del>Blomquist 350</del><br><del>6 Comcast</del><br>517 Contemplation Way<br>Middletown DE 19709 | yes       | Ed Blomquist      |

| Printed Name     | Tax Parcel No. & Address                         | Daytime Phone Number and mailing address                                       | Yes or No | Signature                                                                             |
|------------------|--------------------------------------------------|--------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------|
| John Mann        | 1301 224 026<br>445 Contemplation <sup>way</sup> | 302-242-3216<br>445 Contemplation Way<br>Middletown, De 19709                  | Yes       |    |
| Mark Youssi      | 1301 224 010<br>424 Contemplation Way            | 484-746-9076<br>424 Contemplation Way<br>Middletown DE<br>- SAME 19709         | YES       |    |
| Deborah Saridaki | 1301 224 025<br>441 Contemplation Way            | 732-208-2962<br>441 Contemplation Way<br>Middletown, DE<br>19709               | Yes       |    |
| STEVE MORROW     | 1301 224 028<br>453 Contemplation Way            | (914) 420-8942<br>453 Contemplation Way<br>SAME ADDRESS<br>Middletown DE 19709 | YES       |    |
| Linda Shaw       | 1301 222 086<br>1494 Whispering Woods Rd         | 908-507-2344<br>1494 Whispering Woods Rd<br>Middletown, DE<br>19709            | YES       |   |
| ANDREW RIBDAGH   | 1301 222 026<br>309 TRANQUILITY Way              | 610-322-5060<br>309 TRANQUILITY Way<br>MIDDLETOWN DE<br>19709                  | YES       |  |



| Printed Name       | Tax Parcel No. & Address                          | Daytime Phone Number and mailing address                     | Yes or No | Signature          |
|--------------------|---------------------------------------------------|--------------------------------------------------------------|-----------|--------------------|
| DAVID WARREN       | 307 TRANQUILITY WAY<br>1301 222 027               | 843-368-0046<br>307 Tranquility Way<br>Middletown DE 19709   | YES       | David Warren       |
| Sharon Bryskun     | 427 Contemplation Way<br>1301 224 022<br>139 Lot  | 427 Contemplation Way<br>Middletown DE 19703<br>267-300-7008 | yes       | Sharon Bryskun     |
| Craig Varguez      | 314 TRANQUILITY WAY<br>1301 222 007               | 610-299-0746<br>314 TRANQUILITY WAY<br>Middletown DE 19709   | Yes       | Craig Varguez      |
| Liane Beddes       | Lot 80<br>1427 W.W Rd.<br>1301 222 067            | 610-299-4339<br>1427 W.W. Rd.<br>Middletown, DE              | yes       | Liane Beddes       |
| Bonnie J TREBETKEN | LOT #99<br>1301 222 103<br>1477 Whispering woods  | 410 803-0763<br>1477 Whispering woods<br>Middletown DE 19705 | Yes       | Bonnie J Trebetken |
| MARY ANNE FONTANA  | 1301 224 042<br>LOT #110<br>566 Contemplation way | 908-415-8812<br>566<br>CONTEMPLATON<br>Middletown DE         | Yes       | Maryanne Fontana   |

| Printed Name    | Tax Parcel No. & Address                                 | Daytime Phone Number and mailing address                                | Yes or No | Signature                                                                             |
|-----------------|----------------------------------------------------------|-------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------|
| MATTHEW MONGRO  | 525 CONTEMPLATION WAY<br>1301 224 040<br>LOT 125         | 609 929 1432<br>525 CONTEMPLATION WAY<br>MIDDLETOWN DE 19709            | YES       |    |
| Allen Brooke    | 1301 222 083<br>1488 WHISPERING WOODS RD                 | 1488 WHISPERING WOODS<br>MIDDLETOWN DE 19709<br>brooke6266@yahoo.com    | YES       |    |
| Xiang Xu        | 1475 WHISPERING WOODS RD<br>1301 222 102                 | 928-8909857<br>xiangz@hotmail.com<br>1475 WHISPERING WOOD RD            | YES       |    |
| DAN BUNKHOLDER  | 1492 WHISPERING WOODS RD<br>1301 222 085                 | 302 824 2835<br>SAME<br>1492 WHISPERING WOODS RD<br>MIDDLETOWN DE 19709 | YES       |    |
| DAVID CROSSWELL | 553 CONTEMPLATION WAY<br>1301 224 032                    | 302-743-3415<br>553 CONTEMPLATION WAY<br>MIDDLETOWN DE 19709            | YES       |   |
| ROBERT DOMINICK | 818 REFLECTION CT<br>MIDDLETOWN DE 19709<br>1301 224 017 | 302. 593. 9031<br>818 REFLECTION COURT<br>MIDDLETOWN DE 19709           | YES       |  |

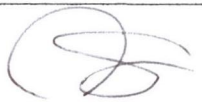
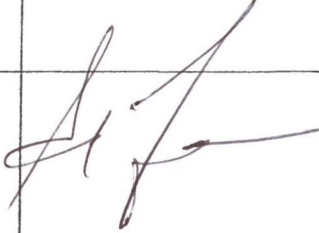
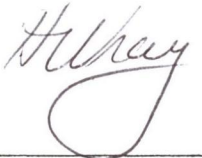


| Printed Name     | Tax Parcel No. & Address                   | Daytime Phone Number and mailing address                        | Yes or No | Signature        |
|------------------|--------------------------------------------|-----------------------------------------------------------------|-----------|------------------|
| Anthony Cassano  | 549 Contemplation way<br>1301 224 033      | 302 378 4858<br>549 contemplation way<br>middle town, DE 19709  | yes       | Anthony Cassano  |
| David Stacy      | 1451 Whispering Woods Road<br>1301 222 091 | 612-366-2155<br>1451 Whispering Woods Rd<br>Middletown DE 19709 | yes       | David Stacy      |
| Judi Perrini     | 509 Contemplation way<br>1301 224 029      | 973-722-7285<br>509 Contemplation Way<br>Middletown DE 19709    | yes       | J. Perrini       |
| Sant Galazq      | 335 Tranquility way<br>1301 222 036        | 732-768-5964<br>335 Tranquility Way<br>Middletown DE 19709      | yes       | Santa Galazq     |
| FRANCES ALBAVENE | 1428 WHISPERING WOODS RD.<br>1301 222 048  | 302-518-0877<br>1428 Whispering Woods Rd<br>Middletown DE 19709 | YES       | Frances albavene |
| Edward Skirel    | 1485 Whispering Woods Rd<br>1301 222 107   | 302-357-0096<br>1485 Whispering Woods Rd<br>Middletown DE 19709 | yes       | Edward Skirel    |

| Printed Name       | Tax Parcel No. & Address                                                                | Daytime Phone Number and mailing address                           | Yes or No | Signature          |
|--------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------|-----------|--------------------|
| Gail M Mason       | 1417 R Whispering Woods Rd.<br>Middletown, DE 19709<br><i>1301 222 062</i>              | 302 528 1231<br>1417 Whispering Woods Rd<br>Middletown, DE 19709   | Yes       | Gail M Mason       |
| Susan Y Storch     | 414 Contemplation Way Middletown DE 19709<br>#168 <i>1301 224 604</i>                   | 414 Contemplation Way Middletown DE 19709<br><i>410 707 2536</i>   | Yes       | Susan Y Storch     |
| Peter Bzik         | <i>1300 744 010</i><br>102 Serenity Circle<br>Whispering Woods,<br>Middletown, DE 19709 | <i>609-892-8368</i><br>102 Serenity Circle<br>Middletown, DE 19709 | Yes       | Peter Bzik         |
| KATHY WRIGHT       | <i>1301 222 057</i><br>1407 WHISPERING WOODS RD.<br>MIDDLETOWN DE 19709                 | 302 540 0792<br>1407 WHISPERING WOODS RD<br>MIDDLETOWN DE 19709    | YES       | Kathy Wright       |
| LAURA OWEN         | <i>1301 222 059</i><br>1411 WHISPERING WOODS RD<br>MIDDLETOWN DE 19709                  | 856 313 5753<br>1411 WHISPERING WOODS RD<br>MIDDLETOWN DE 19709    | YES       | Laura A. Owen      |
| Robert Seibold Jr. | <i>1301 222 112</i><br>1497 Whispering Woods Middletown DE 19709<br>Lot 108             | 1497 Whispering Woods Rd,<br>19709<br><i>970-260-5472</i>          | Yes       | Robert Seibold Jr. |



| Printed Name     | Tax Parcel No. & Address                           | Daytime Phone Number and mailing address                          | Yes or No | Signature        |
|------------------|----------------------------------------------------|-------------------------------------------------------------------|-----------|------------------|
| Kathy Montagna   | 432 Contemplation Way<br>1301 224 012              | 914 268-7012<br>432 Contemplation Way<br>Middletown DE 19701      | Yes       | Kathy Montagna   |
| William Armitage | 816 Reflection Ct<br>1301 224 016                  | 860 912 0807<br>816 Reflection Ct<br>Middletown, DE 19709         | Yes       | William Armitage |
| DONALD SCHUCK    | 1418 WHISPERING WOOD ROAD<br>1301 222 043          | 856-375-3469<br>1418 Whispering Woods Rd<br>Middletown DE 19709   | YES       | Don Schuck       |
| PAULA ROSS       | 560 Contemplation Way<br>1301 224 045              | 302 753-6418<br>560 Contemplation Way<br>Middletown, DE 19709     | Yes       | Paula Ross       |
| ARTHUR WILLIAMS  | 329 TRANQUILITY<br>1301 222 033<br>Arthur Williams | 302-828-2590<br>329 TRANQUILITY WAY<br>Middletown DE 19709        | Yes       | Arthur Williams  |
| Rebecca D. Olson | 1301 222 064<br>1421 Whispering Woods Rd.          | 302-494-8245<br>1421 Whispering Woods Rd.<br>Middletown, DE 19709 | yes       | Rebecca D Olson  |

| Printed Name         | Tax Parcel No. & Address                 | Daytime Phone Number and mailing address                       | Yes or No | Signature                                                                             |
|----------------------|------------------------------------------|----------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------|
| CELVIN, BRUCE        | 1301 222 061<br>1415 W. W. RD            | 843-540-3065<br>1415 Whispering Woods Rd - Middletown DE 19709 | yes       |    |
| DERK, RICHARD        | 1301 222 082<br><del>1486 W. W. RD</del> | 757 963-8859<br>1486 W. W. RD - Middletown DE 19709            | yes       |    |
| Davies<br>Mary & Bob | 1471 Whispering Woods<br>1301 222 101    | 207-701-1183<br>WW RD 1471 Middletown DE 19709                 | yes       |    |
| Ed Figueroa          | 410 Contemplation Way<br>1301 224 003    | 410 Contemplation Way Middletown DE 19709<br>215 983-0906      | yes       |    |
| GREGORY Symes        | 1300 744 006<br>112 Serenity Circle      | 302 300-0858<br>112 Serenity Cir. Middletown DE 19709          | yes       |  |
| Heather Wray         | 110 Serenity Circle<br>1300 744 005      | 443 466 6086<br>110 Serenity Circle Middletown DE 19709        | yes       |  |



| Printed Name        | Tax Parcel No. & Address                      | Daytime Phone Number and mailing address                                                           | Yes or No | Signature      |
|---------------------|-----------------------------------------------|----------------------------------------------------------------------------------------------------|-----------|----------------|
| Joanne Tipping      | 535 Contemplation Way<br>1301224037           | 267-279-0161<br>535 Contemplation Way<br>Middletown DE 19709                                       | No        | Joanne Tipping |
| STAN & DONNA COOLKY | 512 CONTEMPLATON WAY MIDDLETOWN<br>1301224062 | 240 765-5210<br>512 Contemplation Way<br>Middletown DE                                             | YES       | Stan Coolky    |
| JOHN + Irv LAIRD    | 522 CONTEMPLATION WAY<br>1301224055           | 302-897-1363<br>522 Contemplation Way<br>Middletown DE                                             | YES       | John Laird     |
| SANDY JONES         | 1301224043<br>564 CONTEMPLATION WAY           | 564 CONTEMPLATION WAY<br>917-714-9174<br>MIDDLETOWN DE 19709                                       | YES       | Sandra Jones   |
| Ted Lee             | 337 Tranquility Way<br>1301222037             | 302-766-3441<br>337 Tranquility Way<br>Middletown DE 19709<br>LeeNews9698@gmail.com<br>comcast.net | Yes       | Ted Lee        |
| Karen Gretsuk       | 1301222042<br>1416 Whispering Woods Rd        | 908-347-6458<br>1416 Whispering Woods Rd<br>Middletown DE 19709                                    | Yes       | Karen Gretsuk  |

| Printed Name       | Tax Parcel No. & Address                                                      | Daytime Phone Number and mailing address                                       | Yes or No | Signature             |
|--------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------|-----------------------|
| MATTHEW JACK       | 529 Contemplation Way.<br>1301 224 039                                        | 732 979 5440<br>529 Contemplation Way<br>Middletown DE 19709                   | YES       | Matthew Jack          |
| JOAN TAYLOR        | 342 TRANQUILITY Way<br>1301 222 021<br>MIDDLETOWN, DE 19709                   | 342 TRANQUILITY Way<br>MIDDLETOWN, DE 19709<br>610-331-6530                    | YES       | Joan Taylor           |
| Christina Watson   | 1414 Whispering Woods Road<br>Middletown DE 19709<br>1301 222 041             | 1414 Whispering Woods Road<br>Middletown, DE 19709<br>302-547-6676             | YES       | Christina Watson      |
| Cynthia Greenmoyer | 305 TRANQUILITY DR<br>WHISPERING WOOD<br>MIDDLETOWN, DE 19709<br>1301 222 028 | 305 TRANQUILITY DR<br>WHISPERING WOODS<br>MIDDLETOWN, DE 19709<br>302-588-0238 | Yes       | Cynthia A. Greenmoyer |
| Olguicia Juan      | 332 tranquility way<br>1301 222 016                                           | 484-343-7311<br>332 tranquility way<br>Middletown DE 19709                     | yes       | Olguicia Juan         |
| Charlene Bell      | 106 Serenity Circle<br>1300 744 012                                           | 724-570-0455<br>106 Serenity Circle<br>Middletown DE 19709                     | yes       | Charlene Bell         |



| Printed Name                           | Tax Parcel No. & Address                                      | Daytime Phone Number and mailing address                                                 | Yes or No | Signature                |
|----------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------|--------------------------|
| WANDA WATSON                           | 1301222060<br>1413 WHISPERING WOODS RD<br>MIDDLETOWN DE 19709 | 364 482-1868<br>1413 WHISPERING WOODS RD<br>MIDDLETOWN DE 19709                          | YES       | <i>Wanda Watson</i><br>↓ |
| ANGELA WASHINGTON<br>CAROLE WASHINGTON | 1301222032<br>327 TRANQUILITY WAY<br>MIDDLETOWN, DE 19709     | 610-263-2526<br>327 TRANQUILITY WAY<br>MIDDLETOWN, DE 19709                              | YES       | <i>Angela Washington</i> |
| William Bombard<br>Robert Belsher      | 1301224052<br>534 CONTEMPLATION WAY<br>MIDDLETOWN DE 19709    | 617-970-7629<br>534 CONTEMPLATION WAY<br>MIDDLETOWN DE 19709                             | ABSTAIN   | <i>William Bombard</i>   |
| Tammy Shields<br>Jim Shields           | 1301224050<br>544 Contemplation Way<br>Middletown DE 19709    | 302-983-2568<br>544 Contemplation Way<br>Middletown DE 19709                             | N/O       | <i>Jim Shields</i>       |
| Michael Healy<br>Thomas Burkett        | 1301222076<br>364 Tranquility Way<br>Middletown, DE 19709     | 302-540-5569 (Mike)<br>484-802-3424 (Tom)<br>364 Tranquility Way<br>Middletown, DE 19709 | YES       | <i>Michael Healy</i>     |
| LINDA SILVERSTEIN                      | 1301222072<br>354 Tranquility Way<br>Middletown, DE 19709     | 408-265-9095<br>354 Tranquility Way<br>Middletown DE 19709                               | YES       | <i>Linda Silverstein</i> |

| Printed Name           | Tax Parcel No. or Address              | Daytime Phone Number and mailing address                                     | Yes or No | Signature                   |
|------------------------|----------------------------------------|------------------------------------------------------------------------------|-----------|-----------------------------|
| ALAN SAMITT            | 807 REFLECTION CT<br>1301224057        | 914-400-5296<br>807 REFLECTION CT<br>Middletown DE<br>19709                  | YES       | <i>Alan Samitt</i>          |
| DOUG FERGUSON          | 308 TRANQUILITY WAY<br>1301222003      | 713-252-2994<br>308 TRANQUILITY WAY<br>Middletown DE 19709                   | YES       | <i>Douglas Ferguson</i>     |
| Christine Swietanski   | 428 Contemplation Way<br>1301224011    | 856-325-0643<br>428 Contemplation Way<br>Middletown DE 19709                 | Yes       | <i>Christine Swietanski</i> |
| Stephanie & Dave Radin | 406 Contemplation Way<br>1301224002    | 914-373-9242<br>406 Contemplation Way<br>Middletown DE 19709                 | YES       | <i>D &amp; R L</i>          |
| Steven K Martin        | 1483 Whispering Woods Rd<br>1301222106 | 732-597-1873<br>1483 WHISPERING WOODS<br>Middletown DE 19709<br>443-553-8131 | Yes.      | <i>Steven K. Martin</i>     |
| Lorraine Heide Wolf    | 1469 Whispering Woods Rd<br>1301222100 | 1469 Whispering Woods Rd<br>Middletown DE<br>19709                           | Yes       | <i>Lorraine Heide Wolf</i>  |



| Printed Name     | Tax Parcel No. or Address                               | Daytime Phone Number and mailing address                        | Yes or No | Signature        |
|------------------|---------------------------------------------------------|-----------------------------------------------------------------|-----------|------------------|
| Denis Harrigan   | 104 Serenity Circle<br>1300744011                       | (302) 737-7376<br>104 Serenity Circle<br>Middletown, De. 19709  | Yes       | Denis Harrigan   |
| MARGUERITE CROCK | 348 Tranquility<br>130222024                            | 727 272 4006<br>348 Tranquility Way<br>Middletown DE<br>19709   | YES       | Marguerite Crock |
| BERYL ATONLEY    | 1412 WHISPERING<br>WOODS RD<br>1301222040<br>1301224048 | 803-984-8022<br>1412 Whispering Woods Rd<br>Middletown DE 19709 | NO        | Beryl Attonley   |
| Sally Musick     | 554 Contemplation<br>Way<br>1301224036                  | 508-341-0106<br>554 Contemplation Way<br>Middletown DE 19709    | No        | Sally Musick     |
| Beth Myers       | 537 Contemplation<br>Way<br>1301224036                  | 774 764<br>8897<br>537 Contemplation Way<br>Middletown DE 19709 | No        | Beth Myers       |
| JEANNE CARNEY    | 331 Tranquility<br>Way<br>1301222034                    | 862-438-0001<br>331 Tranquility Way<br>Middletown DE 19709      | Yes       | Jeanne Carney    |

| Printed Name     | Tax Parcel No. or Address                           | Daytime Phone Number and mailing address                        | Yes or No | Signature      |
|------------------|-----------------------------------------------------|-----------------------------------------------------------------|-----------|----------------|
| Maryann Ridall   | <sup>1301 222 077</sup><br>366 Tranquility Way      | 302-828-2139<br>366 Tranquility Way<br>Middletown DE 19709      | NO        | Maryann Ridall |
| LINDA SPIRO      | <sup>1301 222 066</sup><br>1425 WHISPERING WOODS RD | 302-605-2565<br>1425 Whispering Woods Rd<br>Middletown DE 19709 | YES       | Linda Spiro    |
| Scott Ralph      | 304 Tranquility Way<br><sup>1301 222 005</sup>      | (302) 521-5705<br>304 Tranquility Way<br>Middletown DE 19709    | YES       | Ralph          |
| Dorothy Donovan  | 340 Tranquility<br><sup>1301 222 020</sup>          | 302-293-9801<br>340 Tranquility Way<br>Middletown DE 19709      | Yes       | Donovan        |
| Ray Rucier       | <sup>1301 222 094</sup><br>1457 Whispering Woods    | 215-913-6291<br>1457 Whispering Woods Rd<br>Middletown DE 19709 | yes       | Rucier         |
| Carolyn Thompson | 1423 WW<br><sup>1301 222 065</sup>                  | 443-2431111<br>1423 Whispering Woods Rd<br>Middletown DE 19709  | yes       | C. Thompson    |

| Printed Name         | Tax Parcel No. or Address                                                        | Daytime Phone Number and mailing address                                               | Yes or No | Signature            |
|----------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------|----------------------|
| Edward R. McCullough | 415 <sup>1301 224 019</sup> CONTEMPLATION WAY                                    | 302 <sup>8464</sup> 640 <sup>Cal</sup><br>415 Contemplation Way<br>Middletown DE 19709 | Yes       | Edward R. McCullough |
| JOSEPH V PARISI      | <sup>1301 222 111</sup> 1495 WHISPERING WOODS RD                                 | 302-463-3789<br>1495 Whispering Woods Rd<br>Middletown DE 19709                        | YES       | Joseph V Parisi      |
| WILLIAM FILIPOWSKI   | <sup>1301 222 088</sup> 1443 WHISPERING WOODS RD                                 | 630-461-2562<br>1443 Whispering Woods<br>Middletown DE 19709                           | YES       | W. Filipowski        |
| Robert Shumate       | 1453 Whispering Woods Road<br><sup>1301 222 092</sup><br><sup>1301 222 011</sup> | 302 943 5569<br>1453 Whispering Woods<br>Middletown DE 19709                           | Yes       | RS                   |
| Lula E. Webb Mobley  | 322 Tranquility Way                                                              | 510-484-6448<br>1453 Whispering Woods<br>Middletown DE 19709                           | Yes       | LMM                  |
| Barbara Simmons      | <sup>1301 222 031</sup> 325 Tranquility Way                                      | (843) 599-3717<br>325 Tranquility Way<br>Middletown DE 19709                           | Yes       | B. Simmons           |

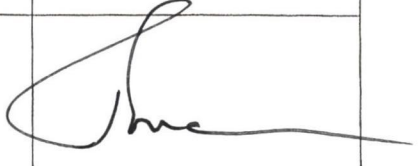


| Printed Name   | Tax Parcel No. or Address                   | Daytime Phone Number and mailing address                        | Yes or No | Signature      |
|----------------|---------------------------------------------|-----------------------------------------------------------------|-----------|----------------|
| Thomas Kinslow | 1301 224 020<br>419 Contemplation Way       | 973-476-3909<br>419 Contemplation Way<br>Middletown DE 19709    | Yes       | TK             |
| Linda Tull     | 1301 222 087<br>1441 Whispering Woods Rd    | 443-350-3993<br>1441 Whispering Woods<br>Middletown DE 19709    | Yes       | Linda Tull     |
| Mindy Mifsud   | 1301 224 007<br>416 Contemplation Way       | 518-796-2523<br>416 Contemplation Way<br>Middletown DE 19709    | Yes       | Mindy Mifsud   |
| Grady Reynolds | 1301 222 071<br>352 Tranquility             | 301 466 7722<br>352 Tranquility Way<br>Middletown DE 19709      | Yes       | Grady Reynolds |
| SANDY FASANO   | 1432<br>Whispering Woods Rd<br>1301 222 050 | 410-920-0645<br>1432 Whispering Woods Rd<br>Middletown DE 19709 | YES       | Sandy Fasano   |
| Jane Berger    | 402 Contemplation Way<br>1301 224 001       | 484-432-5088<br>402 Contemplation Way<br>Middletown DE 19709    | yes       | Jane Berger    |

| Printed Name         | Tax Parcel No. or Address                | Daytime Phone Number and mailing address                                            | Yes or No | Signature       |
|----------------------|------------------------------------------|-------------------------------------------------------------------------------------|-----------|-----------------|
| Janet Garner         | 1467 W.W. Rd<br>1301 222 099             | 240 688 6473<br>1467 Whispering Woods Rd<br>Middletown DE 19709                     | yes       | Janet Garner    |
| Sirina Talley        | 1300 744 013<br>108 Serenity Cir         | 516-425-2104<br>PO Box 1402<br>Bear, DE 19701                                       | yes       | Sirina Talley   |
| ROBERT FINKLE        | 1301 222 004<br>306 TRANQUILITY WAY      | 856 / 261-7746<br>306 TRANQUILITY WAY<br>MIDDLETOWN, DE 19709                       | YES       | Robert Finkle   |
| RYAN D DOUGLAS       | 316 TRANQUILITY WAY<br>1301 222 008      | 951-543-8773<br>316 Tranquility Way<br>middle town, de<br>19709                     | yes       | Ryan Douglas    |
| Darlene Woolman      | 1430 Whispering Woods Rd<br>1301 222 049 | 302-388-2459<br>1430 Whispering Woods Rd<br>Middletown DE 19709                     | Yes       | Darlene Woolman |
| Robert Brent Chellev | 1301 222 078<br>368 Tranquility Way      | 901 400 0396<br>belair 1979 again 1<br>368 Tranquility Way<br>middle town, de 19709 | yes       | R. Chellev      |

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| Printed Name        | Tax Parcel No. or Address                                                   | Daytime Phone Number and mailing address                        | Yes or No | Signature                                                                             |
|---------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------|
| Jeffrey + Vida Mann | <sup>1301 222084</sup><br>1490 Whispering Woods Rd                          | 202- 439-2367<br>1490 Whispering Woods Rd                       | Yes.      |    |
| WARRREN MOLZOW      | 502<br>contemplation<br><sup>1301 224058</sup>                              | 302-376-1063<br>502. contemplation<br>Middletown DE 19709       | yes       | Warren Molzon                                                                         |
| Fred Hentnerby      | 1431 WHISPERING WOODS RD.<br><sup>1301 222069</sup>                         | 484-680-9055<br>1431 whispering woods Rd<br>Middletown DE 19709 | Yes       | Fred Hentnerby                                                                        |
| James Janaitis      | 1489 Whispering Woods Rd.<br>Middletown, DE 19709<br><sup>1301 222108</sup> | 302 828 2217<br>1489 Whispering Woods<br>Middletown, DE 19709   | yes       | James Janaitis                                                                        |
| Mary Ann Rzuclio    | 1420 Whispering Woods Road<br><sup>1301 222094</sup><br>Middletown, DE      | 1420 Whispering Wood Rd<br>Middletown DE 19709<br>443-309-5365  | yes       |  |
| Archib W. Potter    | 531 Contemplation Way<br><sup>1301 224038</sup><br>Middletown DE            | 718-297-3338<br>531 Contemplation Way<br>Middletown DE 19709    | YES       | Archib W. Potter                                                                      |

| Printed Name      | Tax Parcel No. or Address                                | Daytime Phone Number and mailing address                        | Yes or No | Signature      |
|-------------------|----------------------------------------------------------|-----------------------------------------------------------------|-----------|----------------|
| Karen Motzel      | 320 Tranquility<br>1301222010                            | 609-680-7634<br>320 Tranquility Way<br>Middletown DE<br>19709   | yes       | Karen Motzel   |
| ROBERT COAN       | 1301224034<br>545 CONTEMPLATION<br>WAY                   | 302-650-5941<br>545 Contemplation Way<br>Middletown DE<br>19709 | YES       | Robert Coan    |
| Craig<br>Edwards  | 344 Tranquility<br>way<br>1301 222 022                   | (917) 658-1587<br>344 Tranquility way<br>Middletown, DE 19709   | YES       | Craig Edwards  |
| Greg<br>Ambriew   | 1429 WHISPERING<br>WOODS RD<br>1301 222 068              | 410-459-0226<br>1429 WHISPERING WOODS<br>RD                     | YES       | Greg Ambriew   |
| Barbara<br>Reuben | 353 Tranquility<br>way<br>1301 222 053                   | 484-340-2015<br>353 Tranquility way<br>Middletown, DE<br>19709  | yes       | Barbara Reuben |
| JOE CANNARA       | 323 TRANQUILITY<br>1301222039<br>1301222030 WAY<br>19709 | 302-540-1257<br>323 Tranquility Way<br>Middletown DE<br>19709   | YES       | Joe Cannara    |



| Printed Name        | Tax Parcel No. or Address                | Daytime Phone Number and mailing address                    | Yes or No | Signature           |
|---------------------|------------------------------------------|-------------------------------------------------------------|-----------|---------------------|
| Harvey Nimmerichter | 1484 Whispering Woods Road<br>1301222081 | 302-547-7120<br>1484 Whispering Woods Road                  | Yes       | Harvey Nimmerichter |
| Diane Hastings      | 116 Serenity Drive<br>1301222002         | 302 378-7000<br>116 Serenity Drive                          | yes       | Diane Hastings      |
| Robert Peterson     | 1301222035<br>333 Tranquility            | 302-367-4266<br>333 Tranquility Way<br>Middletown, DE 19709 | yes       | Robert Peterson     |
| Joan Wiest          | 330 Tranquility<br>1301222015            | 646 465 0576<br>330 Tranquility Way<br>Middletown, DE 19709 | YES       | Joan Wiest          |
| Aruta Nake          | 1493 Whispering Woods Rd<br>1301222110   | 443-207-0513<br>1493 Whispers Woods Rd<br>19709             | yes       | Barbara Aruta Nake  |
| Barbara Worthington | 607 Daydream Ct.<br>1301224008           | 484-941-2927<br>607 Daydream Ct.<br>Middletown, DE 19709    | Yes       | Barbara Worthington |



| Printed Name                                                                                                                  | Tax Parcel No. or Address               | Daytime Phone Number and mailing address                          | Yes or No | Signature          |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------------------|-----------|--------------------|
| Carolyn Brennan                                                                                                               | 608 Daydream Ct<br>1301224005           | 215-208-1653<br>608 Daydream Ct<br>Middletown, DE<br>19709        | Yes       | Carolyn Brennan    |
| Mae Bellon                                                                                                                    | 362 Tranquility Way<br>1301222075       | 302-828-2514<br>362 Tranquility Way<br>Middletown DE 19709        | No        | Mae Bellon         |
| Eileen Butler                                                                                                                 | 1424 Whispering Woods<br>1301222046     | 1424 Whispering Woods Rd<br>Middletown DE 19709<br>302-561-0798   | yes       | Eileen Butler      |
| Mechelle Rochester                                                                                                            | 1410 Whispering Woods Rd.<br>1301222039 | 1410 Whispering Woods Rd.<br>Middletown, DE 19709<br>302-312-4101 | Yes       | Mechelle Rochester |
| Matt Skettary                                                                                                                 | 508 Contemplation Way<br>1301224060     | (302) 828-1333<br>508 Contemplation Way<br>Middletown DE<br>19709 | Yes       | Matt Skettary      |
| <div style="text-align: center;">  </div> |                                         |                                                                   |           |                    |

Introduced by: Mr. Smiley  
Date of introduction: June 27, 2023

**ORDINANCE NO. 23-088**

**TO AMEND *NEW CASTLE COUNTY CODE*  
CHAPTER 26 (“HUMAN RESOURCES”) ARTICLE 3 (“MERIT SYSTEM”),  
SECTION 26.03.206 (“DEFERRED COMPENSATION PLAN”)  
REGARDING PERSONAL LOANS FROM PLAN**

**WHEREAS**, employee-participant personal loans from the Deferred Compensation Plan (“the Plan”) are not currently permitted; and

**WHEREAS**, *New Castle County Code* Section 26.03.206 D.3. provides the Deferred Compensation Committee shall recommend the terms of the agreements with administrators, which agreements shall not be valid until approved by resolution of the County Council; and

**WHEREAS**, the Deferred Compensation Committee has determined that the Plan shall allow employee participants to obtain personal loans from their plan account and qualified rollovers for any purpose; and

**WHEREAS**, the I.R.S. Code, I.R.S. Regulations, Department of Labor Regulations and/or ERISA rules set forth the requirements for personal loans from the Deferred Compensation Plan; and

**WHEREAS**, 26 U.S.C. § 72, 26 C.F.R. 1.457-6 and 26 C.F.R. § 1.72(p)-1 require that any personal loan taken from an employee-participant’s plan account must be pursuant to a written employee-participant loan policy with a reasonable rate of interest, and must be secured by the employee-participant’s account balance; and

**WHEREAS**, applicable rules require that the minimum an employee-participant may borrow is \$1,000.00 and the maximum an employee-participant may borrow is 50 percent of the employee-participant’s vested account balance or \$50,000.00, whichever is less; and

**WHEREAS**, any employee-participant who procures a loan from their vested plan account balance must repay the loan within five (5) years by monthly automatic payroll deductions, the payment of which may be suspended for military or non-military leave; and

**WHEREAS**, the Plan will charge that portion of the employee participant's account balances with expenses directly related to the loan set-up, annual maintenance, administrative charges, and collection of the note; and

**WHEREAS**, I.R.S. rules and regulations consider an employee-participant’s default on the loan as taxable income; and

**WHEREAS**, County 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: Section 1. *New Castle County Code* Chapter 26 (“Human Resources”), Article 3 (“Merit System”), Section 26.03.206 (“Deferred Compensation Plan”) regarding distribution of plan proceeds is hereby amended by adding the language that is underscored and deleting the language that is bracketed and stricken, as follows:

Section 26.03.206 – Deferred Compensation Plan

- C. The deferred compensation plan and the agreement made with the approved administrators shall be in conformity with the approved standards of the U.S. Internal Revenue Service and shall include the following features:
1. The employee participant's account shall remain under the ownership of the County, with the employee participant remaining a general creditor of the County for the net asset value of the account fund resulting from the accumulation of the deferred salary as invested at the discretion of the employee; provided, however, that such deferred salary amounts shall be included in determining contributions, benefits and rights if any under the service retirement plan of the County and for social security purposes.
  2. Distributions shall be made by the custodian and shall in no way affect any benefits or rights which the employee may have under the service pension plan.
  3. Distributions of the plan proceeds shall be made upon the happening of one (1) of the following conditions:
    - a. Severance of employment by the participant either by voluntary or involuntary means.
    - b. Disability of the employee participant as defined by the rules and regulations of the Deferred Compensation Committee.
    - c. Early or normal retirement of the employee participant.
    - d. Premature death of the employee participant, in which case the distribution is to the employee participant's designated beneficiary.
    - e. The employee participant experiences an "unforeseeable emergency," sometimes referred to as a "hardship," as recognized pursuant to and in conformity with applicable I.R.S. Code and I.R.S. guidance. (This subsection will become effective as of March 15, 2019, and appropriate language in furtherance of this subsection will be incorporated into the deferred compensation plan as necessary and will be effective as of such date.).
  4. An accepted investment listing shall be approved by the Deferred Compensation Committee and included in the agreement signed with the approved administrators, which listing shall include categories of accepted investments, but shall in no way imply

that the County approves or is responsible for any specific investment decisions made by the employee under the categories stipulated.

5. A choice of one (1) of the approved administrators and the choice of investment of the deferred compensation sums shall be under the complete and absolute control of each employee participant. Other than for an accrued accounting of any money withheld for deferred compensation purposes, the County shall have no fiduciary responsibility for the deferred compensation plan and shall have no responsibility for the performance of the investment choices of the employee participant. The County neither endorses nor takes any position whatsoever on any investment advice given by the administrators or any of their representatives.
6. Employee-participants may procure personal loans from the employee participant's own account for any purpose to be repaid by the employee-participant on a regular monthly basis through automatic payroll deductions, in conformity with applicable I.R.S. rules and regulations and subject to the terms as outlined by the Plan, loan documents and promissory notes(s).

Section 2. This Ordinance shall become effective 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:

---

President of County Council  
of New Castle County

Approved on:

---

County Executive  
New Castle County

**SYNOPSIS:** This Ordinance recognizes that there is merit to an employee-participant's ability to procure a tax-deferred loan from the County's Deferred Compensation Plan.

**FISCAL NOTE:** There is no discernible fiscal impact.

**WHEREAS**, Section 26.01.008 of the New Castle County Merit System provides that the Chief Human Resources Officer may submit for recommendation to the Human Resources Advisory Board any proposed amendment to Articles 1, 2 and 3 of Chapter 26 prior to introduction of the ordinance; and

**WHEREAS**, Section 26.01.008 further provides that the Human Resources Advisory Board shall render its recommendation to the Chief Human Resources Officer within thirty (30) calendar days of referral to the Board; and

**WHEREAS**, Section 26.01.008 requires that the Chief Human Resources Officer shall attach the Human Resources Advisory Board's recommendation to the ordinance if submitted to County Council for consideration.

**Now therefore**, on July 6, 2023, the Human Resources Advisory Board voted to recommend the amendments to Section 26.03.206 "Deferred Compensation Plan" to allow employee participants to obtain personal loans from their plan account and qualified rollovers for any purpose as set forth in the attached.



Valencia Beaty Brown, Esq.  
Human Resources Advisory Board Chair

Dated: 8/21/23