



NEW CASTLE COUNTY COUNCIL ADMINISTRATIVE-FINANCE COMMITTEE MEETING

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

September 24, 2024
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 - September 17, 2024

C. Review/Discussion of Resolution(s)

R24-168: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE COLLECTIVE BARGAINING AGREEMENT WITH THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES) AFL-CIO AND ITS AFFILIATE, LOCAL 3109

R24-169: TO ENCUMBER \$40,000 OF NEW CASTLE COUNTY COUNCIL CONTINGENCY TO FUND CERTAIN EXPENSES RELATED TO THE NEW CASTLE COUNTY POLICE ACCOUNTABILITY BOARD, AS APPROVED BY COUNTY COUNCIL

Prime Sponsor(s): Ms. Kilpatrick

Co-sponsor(s): Mr. Smiley

D. Review/Discussion of Ordinance(s)

E. New Castle County Grant Requests/Community Events

- 9/24/24 Grant Matrix

F. Expense and Revenue Round Table

G. Other

Executive session: strategy session involving legal advice and opinion from an attorney at law regarding pending litigation (New Castle County v. Hersha Hospitality Management, Inc.) pursuant to 29 Del. C. Section 10004(b)(4).

H. Public Comment**I. Adjournment****AGENDA POSTED: Tuesday, September 17, 2024**

*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.nccde.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.

Primary Sponsor(s): Ms. Hartley-Nagle
Requested by: Administration/HR
Date of Introduction: September 24, 2024

RESOLUTION NO. 24-168

**AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE
COLLECTIVE BARGAINING AGREEMENT WITH THE DELAWARE PUBLIC EMPLOYEES
COUNCIL 81, AFSCME (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES) AFL-CIO AND ITS AFFILIATE, LOCAL 3109**

1 **WHEREAS**, the County Executive has successfully negotiated a ratified collective
2 bargaining agreement with the Delaware Public Employees Council 81, AFSCME (American
3 Federation of State County, and Municipal Employees) AFL-CIO and its affiliate, Local 3109,
4 attached as Exhibit "A."

5 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle
6 County that County Council hereby authorizes the County Executive to sign the collective
7 bargaining agreement with the Delaware Public Employees Council 81, AFSCME (American
8 Federation of State County, and Municipal Employees) AFL-CIO and its affiliate, Local 3109 as
9 set forth in Exhibit "A" hereto.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to sign the collective bargaining agreement with the Delaware Public Employees Council 81, AFSCME (American Federation of State, County, and Municipal Employees) AFL-CIO and its affiliate, Local 3109. This is a four-year agreement retroactive to July 1, 2023 that defines the wages and other terms of employment for the bargaining unit.

This agreement provides for a 2.5% wage increase for the period July 1, 2023 through June 30, 2024; a 2.5% wage increase for the period July 1, 2024 through June 30, 2025; a 2.5% wage increase for the period July 1, 2025 through June 30, 2026; and a 2.5% wage increase effective July 1, 2026. Additionally, effective July 1, 2023, an increase to Step 11 (from 3% above Step 10 to 4% above Step 10) and effective July 1, 2024, an additional increase to Step 11 (from 4% above Step 10 to 5% above Step 10). Furthermore, effective January 1, 2024, the pay scale steps for Emergency Medical Services Captain and Emergency Medical Services Assistant Chief have been adjusted to provide pay equity between paramedic between paramedic employees and supervisors.

The agreement removes two paid holidays and converts them to floating holidays and declares Juneteenth an official New Castle County holiday. The agreement further eliminates named health insurance benefit providers and clarifies spousal coordination of benefits.

FISCAL NOTE: This Ordinance will approve a four-year contract for the Delaware Public Employees Council 81, AFSCME (American Federation of State, County, and Municipal Employees) AFL-CIO and its affiliate, Local 3109, retroactive to July 1, 2023.

The estimated fiscal impacts (Salaries/Wages and Employee Benefits) of the Collective Bargaining agreement for the period of July 1, 2023 through June 30, 2027 are as follows:

FY2024	\$510,732
FY2025	\$1,057,229
FY2026	\$1,533,153
FY2027	\$2,028,495

2023 - 2027

COLLECTIVE BARGAINING AGREEMENT

between

NEW CASTLE COUNTY, DELAWARE

and

**The American Federation of
State, County, and Municipal Employees,
COUNCIL 81
A.F.L.-C.I.O.**

LOCAL UNION 3109

CHRONOLOGICAL TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
AGREEMENT	1
ARTICLE 1 Purpose.....	2
ARTICLE 2 Union Recognition, Membership and Deduction of Dues	2
ARTICLE 3 Union and County Representation	3
ARTICLE 4 Standard of Responsibility and Confidentiality	4
ARTICLE 5 Grievance Procedure	5
ARTICLE 6 Non-Discrimination	8
ARTICLE 7 Management of the County and Preservation of the Merit System	9
ARTICLE 8 Seniority	10
ARTICLE 9 Disciplinary Action	13
ARTICLE 10 Classifications and Pay	13
ARTICLE 11	14
Holidays	14
ARTICLE 12 Leaves of Absence	15
ARTICLE 13 Military Leave.....	19
ARTICLE 14 Vacation	20
ARTICLE 15 Sick Leave.....	22
ARTICLE 16 Hours of Work, Professional Time and Compensatory Time.....	25
ARTICLE 17 Safety and Health	27
ARTICLE 18 Health and Welfare, Health Insurance and Prescription Drug Coverage	27
ARTICLE 19 Visitation	34
ARTICLE 20 Bulletin Boards	34
ARTICLE 21 Unemployment Compensation Coverage	34
ARTICLE 22 Protective Clothing and Devices.....	35
ARTICLE 23 Uniforms	35
ARTICLE 24 Duration of the Contract	36

ARTICLE 25 Alteration of Agreement	36
ARTICLE 26 Salaries	36
ARTICLE 27 No Strike	37
ARTICLE 28	37
Inclement Weather	37
APPENDIX A LIST OF BARGAINING UNIT OCCUPATIONAL CLASSIFICATIONS.....	38
APPENDIX B	40
PAY GRADES FOR BARGAINING UNIT OCCUPATIONAL CLASSIFICATIONS	40
APPENDIX D Professionals Bargaining Unit.....	43

ALPHABETICAL TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
Agreement.....	1
Alteration of Agreement	36
Appendices	
A – Alphabetical List of Bargaining Unit Occupational Classifications	38
B – Pay Grades for Bargaining Unit Occupational Classifications	40
C – Managers and Administrators Bargaining Unit	42
D – Professionals Bargaining Unit	43
Bulletin Boards	34
Classification and Pay	13
Disciplinary Action	13
Duration of the Contract	36
Exhibits	44-56
Grievance Procedure	5
Health and Welfare	27
Holidays	14
Hours of Work, Professional Time, and Compensatory Time.....	25
Leaves of Absence	15
Management of the County and Preservation of the Merit System	09
Military Leave.....	19
No Strike	37
Non-Discrimination	8
Performance Report to Employees	37
Protective Clothing and Devices.....	35
Purpose.....	2
Safety and Health.....	27
Salaries.....	36
Seniority	10
Sick Leave.....	22
Standard of Responsibility and Confidentiality	4
Unemployment Compensation Coverage	34
Uniforms	35
Union and County Representation	3
Union Recognition, Membership and Deduction of Dues.....	2
Vacation	20
Visitation.....	34

AGREEMENT

This agreement was entered into effective July 1, 2023, by and between the Government of New Castle County, and Delaware Public Employees Council 81, AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO and its affiliate, Local 3109. The Local referred to in this agreement and the bargaining unit represented by the Union is the Managers, Administrators and Professionals Unit, Salaried.

For New Castle County:

Honorable Mathew S. Meyer
County Executive

Date

For AFSCME, Local 3109:

Michael A. Begatto, Jr.
President, AFSCME Local 3109

Date

Michael Begatto
Executive Director, AFSCME, Council 81

Date

Faith Morris
AFSCME Council 81 Staff Representative

Date

ARTICLE 1**Purpose**

1.1 It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between New Castle County (hereinafter "County") and the employees in Local Union 3109, AFSCME (hereinafter "Union") to ensure true collective bargaining under State law; to establish salaries, 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 as amended.

1.2 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 the objectives of the Reorganization Act as amended.

ARTICLE 2**Union Recognition, Membership and Deduction of Dues****2.1 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 salaries, rates of pay, hours of employment, and other conditions of employment.

B. The term "employees" as used in this Agreement shall include all full-time County employees certified on June 14, 1979, as amended, as part of the Managers and Administrators Bargaining Unit and Professionals Bargaining Unit by the Public Employment Relations Board ("PERB") as listed in Appendices to this Agreement. The Managers and Administrators Bargaining Unit and the Professionals Bargaining Unit are separate and distinct bargaining units certified by the PERB. The contracts are combined for convenience only.

2.2 Membership

A. All employees in the collective bargaining unit who execute a written and signed "Authorization for Check-Off of Dues" form shall be a member of the Union.

2.3 Deduction of Dues

A. The County agrees to deduct the periodic Union membership dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in accordance with the constitution and by-laws of the Union. Union dues are to be deducted after thirty (30) days of employment.

B. Dues and initiation fees shall be deducted from the pay of employees who certify that they authorize such deductions and who execute the "Authorization for Check-Off of Dues."

C. Dues deducted 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, contributions, 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 the pay of its members, it shall notify the Chief Human Resources Officer (hereinafter “CHRO”) in writing at least thirty (30) calendar days prior to the effective date of such change.

F. The Union shall indemnify and hold the County 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 Union recognition, Union membership, and deduction of dues.

2.4 PEOPLE Deduction

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.

2.5 Union Office and Telephone

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.

ARTICLE 3 Union and County Representation

3.1 The County agrees to recognize Union designated stewards in accordance with the following list:

<u>Location</u>	<u>No. of Steward(s)</u>
At-large -----	5

At-large stewards are recognized to be at-large area stewards. At large stewards shall be designated by the Union and are to act for all employees in Local 3109.

3.2 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 absence from work, an at-large alternate may be appointed by the President of the Union to serve until the area steward returns.

The President of the Union shall provide written notification to the CHRO of such alternate appointment and the term thereof as soon as practicable.

3.3 The Union agrees to recognize the CHRO 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.

3.4 The President of the Union or their designee may absent themselves from work without loss of pay for legitimate Union business. The Union President will, however, notify the appropriate member of supervision when leaving the place of work. Such notification shall include the expected duration of time necessary for excuse, the general purpose of the excuse, and the exact location of the performance of Union business for the excuse if outside of the County.

3.5 The chairperson or acting chairperson of the grievance committee (whichever is deemed appropriate by the Union) and the area steward may leave the place of work without loss of pay under the following circumstances:

- A. The time shall be devoted to proper investigation and processing of grievances as specified in the grievance procedure.
- B. Upon leaving the place of work they shall notify the appropriate member of supervision.
- C. Before entering a work area, the meeting time shall be cleared with the appropriate supervisor of that work area.
- D. In no event shall employees be released or allowed to enter a work area during work hours if the supervisor determines that the workload is too heavy, or the work being done is too confidential for non-area personnel to be present. Every effort will then be made to make a time and place available as soon as practicable.

3.6 County employees whose attendance is required by the County at grievance proceedings shall attend during their regular scheduled working hours without loss of pay. Requests by the Union for employees to attend the various steps of the grievance process shall be cleared with the CHRO 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.

ARTICLE 4

Standard of Responsibility and Confidentiality

4.1 Contract Administration

- A. It shall be the responsibility of each bargaining unit member, to the extent assigned to do so, to administer the Collective Bargaining Agreements between the County and the Union covering the bargaining units for which the employee has supervisory responsibility for members of bargaining units in a manner consistent with policies, interpretations and

guidelines established by the County. Supervisors hearing grievances shall have the responsibility to make a full investigation of all pertinent facts and to represent the County in seeking resolution of the grievance.

B. 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 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.

ARTICLE 5

Grievance Procedure

5.1 A grievance is a dispute which may arise between the parties concerning the application or interpretation 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. The parties agree to attempt to resolve any disputes amicably prior to filing any grievance.

5.2 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.

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

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

5.5 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.

5.6 The grievance must be brought to the immediate supervisor's attention no later than ten (10) working days after an event or ten (10) working 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.

5.7 In an attempt to resolve the grievances at the lowest possible level, the employee shall (within the appropriate time limit of Section 5.6) first informally discuss the matter with the immediate supervisor. The immediate supervisor shall document and notify their Department General Manager, and the Employee Relations Specialist of the issues presented.

A. If the matter is unresolved the employee shall reduce the grievance to writing as described in Section 5.8 and submit the written grievance to the immediate supervisor within five (5) working 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.

5.8 All written grievances (from Section 5.7.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 is to have occurred.
- C. The specific remedy sought.
- D. The name or names of the employee(s) filing the grievance.

STEP ONE: DEPARTMENT GENERAL MANAGER

5.9 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 General Manager or their designee, 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 General Manager or their designee 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 General Manager or their designee shall give their decision in writing within ten (10) working days after the grievance has been submitted with their conclusion clearly written thereon.

STEP TWO: CHIEF HUMAN RESOURCES OFFICER

5.10 In the event the General Manager's or their designee's written decision shall be unacceptable to the grievant, the grievant shall have ten (10) working days after receipt of the department general manager's decision to file a copy of that decision and the reasons for the employee's appeal of that decision with the Chief Administrative Officer (hereinafter "CAO") and the CHRO.

- A. The CAO and/or the CHRO and/or the Employee Relations Specialist shall meet within ten (10) working days after the grievance has been received with the grievant, Union steward, the chairperson of the Union grievance committee, a representative of Council 81, and such other persons as are deemed necessary.
- B. The CAO and/or the CHRO and/or the Employee Relations Specialist shall submit their decision in writing, within ten (10) working days after the meeting in Section 5.11.1 is closed.
- C. If the decision of the CAO and/or the CHRO and/or the Labor Relations Administrator shall be unacceptable, the decision may be appealed to Step Three within ten (10) working days from the date of the Step Two decision. A grievance involving a discharge may be advanced directly to arbitration and must be done within fifteen (15) working days of the Step Two decision.

STEP THREE: MEDIATION

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

STEP FOUR: ARBITRATION

5.12 If the Step Three decision is unacceptable, the grievance may be appealed to arbitration unless prohibited under Section 5.14.

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

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

A. Be filed with the non-appealing party within fifteen (15) working days after the final decision has been given in writing under Step Two or Three; and

B. The appealing party shall notify the American Arbitration Association (AAA) of the existence of the grievance and the need for the first list of nine (9) arbitrators' names within fifteen (15) working days after notice in Section 5.14.1 is received.

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

5.16 The grievant, the steward, the chairperson of the Union grievance committee and such other employees deemed essential or appropriate at the arbitration hearing shall attend without loss of pay. However, compensation shall not exceed seven (7) hours of straight time pay (if the employee was scheduled to work those hours) for attendance at the arbitration hearing. All hearings shall be scheduled during the employee's regular business hours, whenever possible.

5.17 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.

5.18 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 and the

merit ordinance. 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.

5.19 Special Rights of the Parties

A. The Union has a right to initiate a system-wide grievance at Step Two without necessarily representing a 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 5.9. 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.

C. 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 6 Non-Discrimination

6.1 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.

6.2 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, sexual orientation, 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.

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

6.4 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 7

Management of the County and Preservation of the Merit System

7.1 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 5:

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. When revising, modifying, or changing existing personnel policies issued by the Office of Human Resources, the County agrees to endeavor to issue revised policy notices in a format that notes the previous policy and the changes being made in the revised policy.

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.

ARTICLE 8

Seniority

8.1 In the selection of people for positions in this bargaining unit whether by initial hire, promotion, reassignment, transfer or demotion, the selection procedure shall be based on merit principles. The person selected shall possess the highest qualifications among all applicants for the position, as measured by knowledge, skills, and abilities, to perform all the job duties as they appear in the official County position description. If the qualifications of two (2) or more candidates are relatively equal, seniority shall be the deciding factor.

8.2 With regard to lay-off, the senior person with the highest qualifications for the positions remaining after the lay-off, as measured by knowledge, skills and abilities, shall be retained in the remaining positions in the bargaining unit. The County may retain a more junior employee only if the County can prove that the junior employee has job-related knowledge, skills, or abilities which the senior employee cannot acquire within thirty (30) workdays.

8.3 Notwithstanding Section 8.2., above, in the event of a layoff, the President, Vice President, Treasurer, Secretary, and Executive Board of the Union shall be granted seniority such that they shall be the last members to be laid off, regardless of their years of service.

8.4 If the last job of a person who has been laid off reopens within one (1) year from the last day of work and the County determines that additional personnel must be employed to fill that job, then the person who was laid off shall be given first consideration to fill that vacancy. No other person shall be newly employed or recalled to fill that position unless the County can prove that the person sought to be hired or recalled in the place of the last incumbent has job-related knowledge, skills or abilities which the person seeking recall cannot acquire within thirty (30) working days.

8.5 When the job from which an employee has been laid off reopens within one (1) year from the date of lay-off, the County will send written notice of the availability of the position to that person's last known address by certified mail. The employee must indicate willingness to return to the position offered within five (5) workdays of the date of receipt of notice of recall and actually return to work within fifteen (15) working days after recall is officially offered. This time may be extended by mutual agreement between the County and the Employee. Notification of such an extension shall be sent to the Union.

8.6 Seniority or County-wide seniority as used in this Agreement shall mean the length of continuous service with the County from the date of latest employment with the County.

8.7 New employees not previously employed by the County and former employees who have lost their seniority shall be considered as probationary employees for a period not to exceed one (1) year and shall not accumulate seniority until the end of such probationary period. However, at the end of the probationary period, the employee's seniority shall be retroactive to the most recent

date of hire. The probationary period may be extended for up to an equal amount of time upon the mutual agreement between the County and the Union. There shall be a six (6) month trial period for an individual selected for a promotion. During the six (6) months, either the individual may elect to return, or the County may return the individual to their prior position. Approximately two-thirds of the time into the trial period, the individual will be apprised of their performance.

8.8 In the event two or more employees are hired on the same date, the employee with the earliest application date shall be considered the more senior. If application dates are the same, then the employees shall draw lots to determine the most senior.

8.9 During the probationary employment period, probationary employees may be disciplined or discharged with or without cause and said employees shall have no access to the grievance procedure for any reason.

8.10 **Reassignment**

A. An employee may be reassigned from one position to another in the same or different classification in the same or different department. Reassignment to a vacancy in a different job classification shall not be made for the purpose of avoiding opening that position on a permanent basis to employees seeking a promotional opportunity.

B. Reassignment may be made to meet operational requirements. Such reassignment shall be made to secure the placement in the position to be filled of the employee with the highest qualifications for the position, as measured by knowledge, skills, and abilities, and with the least displacement to employees and the greatest efficiency of County operation.

C. When reassigned to a higher classification, the employee is to be paid at either the rate of the position the employee left or the rate of the position to which the employee has been reassigned, whichever is higher.

D. A bargaining unit position cannot be filled outside of the unit on a temporary basis for over thirty (30) working days without the permission of the Union. Any temporary assignment from outside the bargaining unit of more than five (5) consecutive days shall require notification to the Union of the County's approximate timeframe for filling the position under the terms of Section 8.9, if applicable.

8.11 **Transfer**

A. An employee may request a transfer to fill a vacancy in the same or a different department. To be considered for filling a vacancy by transfer the employee:

1. Must submit a request to transfer when a vacancy is posted. (Request for transfer shall be considered only for a specific vacancy posted); and
2. Must demonstrate in a written statement accompanying the request how the employee qualifies for the vacancy; and

3. Must have an overall rating on the most recent "Performance Report to Employees" of "satisfactory" or above; and
4. Must have written approval from the department into which the employee seeks to transfer. The department from which the employee is being transferred may retain the employee until a suitable replacement can assume the necessary job duties, but approval shall not be unrealistically withheld.
5. Must not have been transferred within the last twelve (12) month period; and
6. Must not be in the probationary period.

B. An employee's request for a transfer will be granted when the conditions of Sections 8.10.A are met, and that employee has the greatest relative ability to meet all the job duties in the position description.

8.12 Jobs Outside Bargaining Unit

A. Any employee who is in the bargaining unit and is reassigned, transferred, promoted, or demoted as a result of a reduction in force to a position outside this bargaining unit shall continue to accumulate seniority while employed in these classifications.

8.13 Loss of Seniority

An employee shall lose seniority standing for the following reasons:

- A. 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 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. (Absences without notification for less than three (3) days shall subject employee to disciplinary action up to and including discharge.)
- 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 – Accumulated seniority to be restored upon employee's return from disability retirement but no credit to be given for time off.
- G. If the employee is separated from the payroll of the County for more than (2) years.

8.14 Seniority

A. The County shall keep the seniority list up to date. A copy of the County-wide seniority list containing the dates of hire and pay grade shall be provided to the President of the Union in January and June of each year.

B. The County shall notify the Union in writing each month of all new hires, terminations, lay-offs, recalls, new occupational classifications, changes of address, and transfers.

**ARTICLE 9
Disciplinary Action**

9.1 Disciplinary action may be taken against an employee for just cause. The extent of the disciplinary action may include warnings (oral or written), denial of increment, suspensions (with or without pay), demotions, and dismissal.

9.2 Employees having supervisory responsibilities shall have the obligation to issue warnings (oral or written), suspensions (with or without pay), demotions, and dismissals under conditions specified by their immediate supervisor.

9.3 A copy of all disciplinary action taken (except oral warnings) shall be made part of the employee's personnel file and a copy of such disciplinary action shall be forwarded to the Union President.

9.4 Employees shall have the right to process through the grievance procedure their challenge to an unsatisfactory rating on their performance evaluation.

9.5 Criminal investigations of County employees, if they become necessary, shall be conducted according to appropriate federal and state laws. In any case, the Internal Affairs Unit of the New Castle County Police shall not investigate civilian 3109 employees.

**ARTICLE 10
Classifications and Pay**

10.1 New classifications in this bargaining unit or any existing classifications in this bargaining unit in which the class specification is substantially changed shall be evaluated by the County. The position shall then be allocated to a class and a rate of pay shall be established.

A. The County shall notify the Union of the class allocation of the new or changed class specification and the rate of pay established in Section 10.1. A copy of the class specifications shall be sent to the Union for informational purposes.

B. If the Union disagrees with the rate of pay so established, the County shall be notified in writing within ten (10) working days by the Union with a report which includes a statement of justification for the Union's recommendation as to the more appropriate rate.

C. If there is a disagreement, the parties shall resolve their difference exclusively through good faith collective bargaining. The County's proposed rate shall remain in effect during the negotiations, but retroactive pay may also be negotiated.

10.2 Review of Positions

Employees may submit a written request for a classification review of their individual positions to the CHRO provided that no such review has been made during the previous twelve (12) months. The employee shall send a copy of such a request to the employee's department general manager. The department general manager shall, within fifteen (15) workdays, submit their comments, if any, to the Office of Human Resources. The Office of Human Resources shall submit its findings to the Executive Office for budgetary review. The County will make a formal decision on such a request within sixty (60) days of the Office of Human Resources' receipt of the request. No action will be taken to upgrade or reclassify any position unless it has been given budget authorization.

A. The Office of Human Resources shall confer with the employee(s) requesting the review.

ARTICLE 11 Holidays

11.1 The following days shall be holidays with pay. The dates of observance shall be on the date of official County recognition:

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

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

Employees covered by this Agreement shall have two (2) floating holidays each year (January 1 – December 31) that may be used under applicable service and scheduling rules and treated as holidays for all other purposes. Floating holidays may not be carried over to the following year.

11.2 Holiday pay shall consist of one (1) regular day's pay at straight time pay for an employee who is not scheduled for work on that day.

11.3 Any employee who is required to work on any of the holidays listed in Section 11.1 shall receive compensatory time at time and one-half or be paid time and one-half in addition to holiday pay for all hours worked on the above holidays including special holidays.

11.4 When a holiday falls on a regularly assigned day off for a full-time employee, such employee shall be compensated by the appropriate regular day's pay at the employee's regular rate of pay or shall be granted compensatory time to be taken when the efficient operation of the department permits.

11.5 When administratively possible, the County will endeavor to schedule time off for employees on as many of the approved holidays provided for herein, taking into account the services required.

11.6 In order to receive holiday pay, the employee must have worked the last scheduled workday prior to, the next scheduled workday following the holiday, and the holiday itself, if scheduled to work, unless excused for one of the following reasons:

- A. Medical absence, verified by a treating healthcare professional; or
- B. Attending court as a witness under subpoena or as a juror; under Sections 12.B (Civil Leave) or 12.C (Jury Duty); or
- C. Because of death in the family as defined in Article 15.

ARTICLE 12

Leaves of Absence

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

A. Family and Medical Leave Act

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

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

B. Civil Leave

An employee shall be given leave with full pay, when subpoenaed to appear in connection with County business before a court or public body or commission.

C. Jury Duty

A leave of absence with full pay 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 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.

D. Educational Leave

1. An employee may be given educational leave with full or partial pay for the purpose of taking courses directly related to work as determined by the appropriate general manager and the CHRO. Requests for such leave must be approved in advance by the CHRO and the County Executive and they may not exceed a total of twenty (20) days in any one calendar year.
2. 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.
3. Educational leave for a longer period may be granted in special cases of unusual merit and of great benefit to the County government. In such cases, the employee must agree in writing to return to work for a minimum period of one (1) year after expiration of the educational leave.

E. Leave Without Pay

1. A department general manager, with the approval of the County Executive, may grant a full-time 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 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.

F. Absence Without Leave

1. An absence of any employee from duty, including any absence for a single day or part of a day that is not authorized by 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.

G. Medical Leave for Injury or Illness in the Course of Employment

1. A permanent employee who is injured or develops an illness in the line of duty and cannot perform their job-related functions or duties shall receive the difference between workers compensation benefits and the sum they would have received in regular pay for the period of disability. There shall be no deduction from accumulated vacation or sick leave. These benefits are subject to the following conditions:

- a. That the injury or illness resulted from an incident(s) sustained directly in the performance of the employee's work, as provided in the State Worker's Compensation Act.
- b. That, if incapacitated for regular employment, the employee may be given other duties within the County Government. Unwillingness to accept such an assignment as directed by the department general manager or the CHRO will make the employee ineligible for medical leave under this Section during the time involved and may result in the employee's termination.
- c. That a physician selected by the County shall determine the physical ability of the employee to continue working or to return to work. Should the employee's physician and the County's physician disagree as to the employee's ability to continue working or return to work, the dispute shall be submitted to a third physician selected by the employee's physician and the County's physician. The third physician's opinion shall be final and binding. The medical question shall not be submitted to arbitration. The cost of the third opinion shall be jointly borne by the employee and the County.

H. Union Employment

Any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay for a period not to exceed two (2) years which may be extended by agreement of the parties. Such leave shall not be granted to more than one (1) employee for this bargaining unit.

I. Union Convention

Leaves of absence with pay to attend and serve as delegate to conventions of the Union and organization and training conferences relating to the Union shall be granted to the extent operational necessity permits. Such leaves may be granted to not more than four (4) 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 ten (10) working days' advance notice of intention to attend and names of employees.

12.2 Seniority shall accumulate during all authorized leaves of absence.

12.3 Should the position of any employee on approved leave without pay be abolished or consolidated, the employee shall, upon return from leave, be given employment in a position having the same classification. If that is not possible, the person shall be employed in a position allocated to a classification with a lower pay grade.

ARTICLE 13

Military Leave

13.1 “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 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.

13.2 Any permanent employee who leaves the service of the County to join the Armed 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 the employee is relieved from such service. Such employee shall be entitled to be restored to the position which the employee vacated, provided application is made to the Office of Human Resources within ninety (90) days of the date of discharge under honorable conditions, and the employee is physically and mentally capable of performing the work of the position.

13.3 In the event a position vacated by a person entering the Armed Forces no longer exists at the time the employee 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.

13.4 In addition to the person’s accumulated vacation pay, a permanent employee with ninety (90) days service entering the Armed Forces shall be entitled to be paid one (1) calendar month’s salary.

13.5 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 not to exceed a total of ten (10) working days in any one (1) calendar year, during which time the employee shall be paid the regular hourly rate. In order to be paid, an employee must file a copy of the employee’s orders with the Office of Human Resources, prior to the leave. For training periods beyond ten (10) working days each year, the County shall not be liable for salary but will make leave time available.

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 during the period of such activity. Any such employee shall receive the pay differential in the amount by which the employee’s normal salary, calculated on the basis up to a maximum of thirty-five (35) hours, which the employee has lost by virtue of such absence, exceeds any military pay received.

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

ARTICLE 14

Vacation

14.1 Employees covered by the terms of this Collective Bargaining Agreement shall be eligible for vacations with pay in accordance with the provisions outlined in this article. In all cases, requirements for vacation are based on service accumulated as of December 31 of the year prior to receiving vacation except that any employee attaining their 5th, 10th, or 15th anniversary, and each anniversary beyond 15 years, shall be eligible for the additional increment in vacation days during the year in which the employee attains such service.

14.2 Employees on the payroll of the County as of December 31 of a given year who have not completed twelve (12) months of accumulated service with New Castle County on December 31 shall be entitled to one day of vacation for each completed month of accumulated service up to a maximum of ten (10) days. An employee who has completed the probationary period may request, through the employee's department general manager, the right to use up to a maximum of five (5) days of vacation the employee has accrued during the current calendar year but will not vest until the following December 31. Vested vacation (as defined in Section 14.4) is to be used during the twelve (12) months following the vesting date in conformity with the procedures outlined in this Article.

A. New full-time employees hired on or after January 1, 2020, shall receive New Hire Leave days, which shall be earned at the rate of one-half (1/2) working day per completed month of service during the first twelve months of continuous employment (for a possible total of six (6) New Hire Leave days). Leave is to be credited on the first working day of the month following the month in which it is earned. New Hire Leave days may not be taken until the employee has worked at least ninety (90) days. All New Hire Leave days must be taken prior to the end of the second calendar year following the date of hire and may not be carried over. Transfers, other changes in position or assignment, or periods of leave shall not reset the start or period of New Hire Leave eligibility or accrual, or the expiration of New Hire Leave days. The County may impose reasonable restrictions on scheduling New Hire Leave days to ensure adequate staffing, and to avoid incurring or the payment of overtime, or compensatory time. Employees who are terminated, voluntarily resign, or retire shall not be paid for any unused New Hire Leave days.

14.3 For one or more years of service, vacation leave shall accrue according to the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
1 through 4	10
5 through 9	15
10 through 14	20
15	25
15+	25+*

*An additional day of vacation for each successive year of accumulated service is awarded in the following year to employees who have completed more than fifteen (15) years of accumulated service with the County.

14.4 Vacations with pay shall vest as of December 31 of the calendar year preceding the vacation year. Employees falling under the scope of this Section 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, the employee shall be required to give two (2) weeks' advance notice of such intention to be eligible for the benefits accruing under this Agreement.

14.5 The following situations shall result in prorated vacations with the proration in each situation to be calculated in accordance with Section 14.5.D:

- A. Employees who are terminated, voluntarily resign, or retire shall be paid a prorated vacation allowance based on complete months of accumulated service.
- B. Employees who are on an approved leave without pay as of December 31, and who are not on leave for the entire calendar year, shall be eligible for a prorated vacation upon return to work based on completed months of accumulated service in the prior calendar year.
- C. Employees who are on an approved leave of absence during that calendar year and return to work before December 31 shall be eligible for a prorated vacation in the following year based on completed months of accumulated service in the prior calendar year.
- D. The proration referred to in Sections 14.5.A, B, C shall be based on the following:

December 31st Vacation Eligibility if Employee Worked Entire Year	Days for Each Completed Month of Service	Not to Exceed
10 days	1 day	10 days
15 days	1 ½ day	15 days
20 days	2 days	20 days
25 days	2 ½ days	25 days
25+ days	Employee's vacation days divided by 10, rounded to the nearest ½ day	Total Vacation Eligibility

14.6 The scheduling of vacation periods shall be subject to the approval of the department general manager, and in an emergency, may be subject to change. In case of conflicting requests for a vacation period, the department general manager shall be the final arbiter.

14.7 The vacation year shall begin January 1 and end on December 31. Vacations must be applied for and taken during this period. A maximum of fifty (50) days of vacation 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 of vacation are taken in each vacation year by an employee carrying over thirty (30) to fifty (50) days of vacation.

14.8 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.

14.9 The County shall provide the payroll check covering the vacation period in advance of scheduled vacation, if requested, at least two (2) weeks in advance of the vacation period.

14.10 For the purpose of this Section, any employee placed on the payroll by the first workday of any month shall be considered to have a full month's service in that month.

ARTICLE 15

Sick Leave

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

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

Upon retirement or involuntary separation (for reasons other than for cause) from the service, an employee hired on or before June 30, 1977, shall be paid for any sick leave time accumulated not to exceed one hundred (100) workdays. Payment shall be paid based on one day paid for each day accrued. Employees in good standing, who resign after giving adequate notice to the department general manager (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.

B. 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 department general manager (which in no case shall be less than two weeks), shall be paid accumulated sick leave not to exceed twenty (20) workdays based on one day paid for each two days accrued.

For the purpose of this Section, any new employee placed on the payroll of the County on 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.

15.2 Accumulation of sick leave is unlimited; however, payment for accumulated sick leave is limited in Sections 15.1.A and 15.1.B.

15.3 Sick leave shall be granted to employees to be used for the following purposes:

- A. Personal illness, pregnancy related disability, or injury, when not covered by workers' compensation.
- B. Enforced quarantine, in accordance with community health regulations.
- C. Upon the written advice of a physician, when it appears that the employee has been exposed to a contagious disease and that the presence of an employee would jeopardize the health of fellow employees.
- D. The illness or injury of a member of the immediate family, requiring the constant presence and attendance of the employee for the purpose of maintaining and providing for the immediate family member's needs, but such leave may not exceed four (4) working days per illness.

1. The immediate family is defined as: father, mother, brother, sister, son, daughter, stepchild, stepparent, husband, wife, parent-in-law, or any relative residing in the same home, or any person with whom the employee resides.

- E. To meet medical and dental appointments of an immediate and emergency nature. In addition, sick leave may be granted for medical, dental, or optical appointments which cannot be scheduled during after-duty hours when the employee has made every effort to arrange such an appointment at a time before or after their regular workday. Sick leave may be used for the appointment time, and time traveling to and from the appointment.

15.4 To receive compensation for sick leave, it is the employee's responsibility to report the inability to be at work and the reason to their supervisor as soon as practicable. Specific procedures will be set by individual departments.

- A. Sick leave pay shall be granted only if employees comply with the provisions of this Article.

15.5 The County reserves the right, when it deems necessary, to require proof that the use of sick leave is for reasons provided in the Agreement.

15.6 Sick leave shall be certified by each general manager upon forms prescribed by the Office of Human Resources. Records of sick leave accumulated and taken shall be available to the employee or the Union.

15.7 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 Section 15.7.1 as parent, brother, sister, son, daughter, husband, wife, parent-in-law, stepparent, stepchild, stepbrother, stepsister, grandparent, grandparent-in-law, grandchild or any person with whom the employee has made their home, no deduction of hourly rate may be made for absence up to five (5) working days.

A leave in such instance shall commence no later than the first workday 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 on the day of the funeral shall be allowed.

C. Absence necessitated by examination connected with possible Selective Service induction shall be allowed without charge against sick leave.

15.8 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 their 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 Section 15.8.E.

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.

15.9 In the case of an employee’s extended illness where an employee has exhausted all accumulated sick leave, vacation time, and any other available paid leave, 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 may be granted a sick leave loan of up to ten (10) days, provided that a written statement from the employee’s treating physician has been submitted which indicates the reason for the extended illness. 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 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 the County service and the loan has not been repaid, the County will be reimbursed for the remaining sick leave balance, except in the case of death or full disability.

15.10 The parties recognize that the use of sick leave is to be restricted to the particular uses specified in the contract and not to be used as a supplement to vacation leave. If the County concludes that a specific employee is abusing sick leave (an indication of such abuse being the slow rate at which an employee accumulates sick leave), the employee will be subject to discipline up to and including discharge. The Union agrees to exert its best efforts in helping to reduce absenteeism by counseling employees on the need for regular attendance.

ARTICLE 16

Hours of Work, Professional Time and Compensatory Time

16.1 Salaries shall be computed on an annual basis. The payroll period 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. However, the beginning and ending days of the payroll accounting period may be changed to facilitate the establishment of a different data entry procedure.

A. For positions covered by this Agreement, the normal workday shall consist of seven (7) or eight (8) hours a day, exclusive of a one (1) hour lunch period consistent with the practice in effect at the signing of this Agreement.

B. For positions covered by this Agreement, the normal work week shall consist of either a thirty-five (35) or forty (40) hour work week consistent with the practice in effect at the signing of this Agreement.

16.2 The starting time for all employees shall generally be between 8:00 a.m. and 9:00 a.m., for all departments, depending upon operational need. Alternative shifts may be available upon mutual agreement between the department and the employee.

16.3 Professional Time

A. Because of the managerial, administrative, and professional nature of the positions covered by this Agreement, employees are responsible for fulfilling the duties of their positions regardless of the hours of work or the schedule of hours that may be necessary. The individual employee must exercise professional judgment in the management of the workload and work schedule, subject to the goals and objectives of the department as established by the employee's supervisor.

B. Any time in excess of the normal hours in a day or week shall not qualify for additional compensation in any way. Similarly, any time less than the normal hours in the day or week, not covered by paid leave shall not be deducted from annual compensation, provided, however, that it is the responsibility of the supervisor to assure that subordinates work at least the normal hours on average for the year for their department and that any blocks of time in excess of three (3) hours not worked and not covered by paid leave must be approved in advance in writing by the department general manager. Further, failure to secure such approval will result in loss of pay and/or disciplinary action.

C. To take professional time under Section 16.3 it is the responsibility of the employee to inform their supervisor or designee as to:

1. When the employee is leaving,
2. When the employee is returning,
3. How the employee can be reached.

16.4 Compensatory Time

A. A member of the bargaining unit who works in excess of their scheduled work week (*i.e.*, 35 or 40 hours) may earn compensatory time, on an hour-for-hour basis, subject to an annual maximum of ten (10) days. Compensatory time shall be earned only when an employee works on special projects designated and pre-approved by their respective General Manager or designee (*i.e.*, emergency responses, public safety incidents, major planning and development projects, and other special projects).

B. Any balance of time of time off for compensatory time earned pursuant to Section 16.4.A remaining as of December 31 of each year must be taken as time off during the next calendar year (*i.e.*, compensatory time off earned in 2023, must be used by December 31, 2024). Any balance of compensatory time not used by December 31 of the following year shall be forfeited. In no event shall an employee be entitled to receive payment, in lieu of time off, for compensatory time.

C. Subject to operational needs, approval for time off for compensatory time shall not be unreasonably withheld.

D. In the case of extraordinary circumstances (i.e., major natural disasters, chemical explosions, terrorist attacks) and with the written approval of the CHRO, compensatory time in excess of the ten (10) day provided herein may be granted.

16.5 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. Managers who intentionally take action which results in missed overtime opportunities shall be evaluated for possible discipline.

ARTICLE 17

Safety and Health

17.1 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. It is in the spirit of safety and cooperation that the Union agrees to random drug testing for their bargaining unit, as per County Personnel Policy. All Union members are required to follow County safety and health guidelines, regulations, policies, and procedures and to advise management of any safety and health concerns and/or problems as soon as they become aware of them.

17.2 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.

17.3 Any recommendation pertaining to safety and health made by the Union steward or any employee to the department general manager or departmental safety coordinator shall be considered by the departmental safety committee promptly.

17.4 The County agrees to continue to maintain a County-wide Safety Committee, and to create guidelines that will govern the manner in which the Safety Committee shall function. Such guidelines shall include the frequency of Safety Committee meetings and the methods by which issues to be considered by the Safety Committee shall be selected and resolved.

17.5 Employees shall not be charged any membership or user fees for the use of the employee fitness center.

ARTICLE 18

Health and Welfare, Health Insurance and Prescription Drug Coverage

18.1 The County agrees to assume the full cost of providing a basic indemnity 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 PPO, HMO, and HSA plans. Plan design, network coverage, premium costs, copays, and deductibles are subject to recommendation by the Benefits Committee (Section 18.3).

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

100%. Effective January 1, 2022, the County shall pay 87% of the monthly premium for each employee enrolled in the PPO plan. Employees enrolled in the PPO plan may maintain their premium share at 10% on or after January 1, 2022, if they and their spouse or eligible domestic partner, participating in their coverage, participate in a Wellness program offered by the County and maintain their participation for the entire calendar year. The County will continue to pay 100% of the premiums for employees enrolled in the basic indemnity plan, and to pay 90% of the premiums for employees enrolled in all other plans, except for the PPO plan as set forth above.

B. The County shall deduct the employee premium shares 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).

18.2 The County has established a spousal coordination of benefits ("COB") program and maintains a separate policy with additional terms and forms for the administration of the program. All employees are subject to the COB program. Employees hired prior to July 1, 2024, shall be subject to the County's spousal COB program. Spouses or eligible domestic partners of County employees whose employers provide health insurance coverage must 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 to obtain secondary coverage for their spouse or domestic partner under the County's health insurance plan.

B. Effective July 1, 2024, employees who are married (or eligible domestic partners) and who are both employed by the County, must elect to be covered under a single plan, i.e., one spouse / eligible domestic partner must be covered by that same plan and may not maintain independent or separate coverage under a County plan.

C. For new employees hired on or after July 1, 2024, and continuing for each plan year thereafter: If a County employee's spouse / eligible domestic partner is eligible to participate in a group health insurance and / or prescription drug insurance plan through their employer (notwithstanding that employer's COB policies), the spouse / eligible domestic partner of the employee must enroll with at least single coverage in said employer's sponsored group insurance coverage(s). If a County employee's spouse / eligible domestic partner is self-employed / self-insured and offers a group health and / or prescription drug plan to their employees, such self-employed spouse / eligible domestic partner must also enroll with at least single coverage in such employer-sponsored group insurance. This requirement shall be waived for any spouse or eligible domestic partner whose employer (self-employed) requires the spouse or eligible domestic partner to pay

more than 50% of the single coverage monthly premium and the employee submits proof of such.

D. Upon the spouse or eligible domestic partner's enrollment in any such available group health and / or prescription drug insurance coverage, that coverage will become the primary payer of benefits, and the coverage sponsored by the County will become the secondary payer of benefits, if elected by the County employee. It is the County employee's responsibility to advise the County immediately (and not later than 30 days after any change in eligibility), if the employee's spouse or eligible domestic partner becomes eligible to participate in group health insurance and /or prescription drug insurance sponsored by his/her employer. Upon becoming eligible, the employee's spouse/eligible domestic partner must enroll in any group health insurance and / or prescription drug insurance sponsored by their employer, unless they are exempt from this requirement in accordance with the exemption stated above.

18.3 Plan administrators may be replaced by the County, with the recommendation of the Benefits Committee, only in the event that an administrator: (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.

18.4 Alternative coverage health care plans offered to employees shall include the following co-pays:

Office visit – Primary Care Physician	\$25
Office visit – Specialist	\$35
Well child visits/annual check-ups / immunizations	\$0
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.

18.5 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.

18.6 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.

18.7 Health Insurance During Leaves

County employees will have an opportunity to pay for health insurance coverage during approved leaves of absence during which health care coverage is not maintained by the County on the same basis as for active employees.

18.8 Retirees

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

B. For those employees retiring on or after April 1, 1997 (who are not eligible for Medicare), and who were first employed by the County before July 1, 2011, the County agrees to assume the full cost of providing a basic individual indemnity plan. Further, the County agrees to issue health insurance credits as outlined below:

B.1. 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 \$15 times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be \$300 regardless of service in excess of 30 years. Credits cannot be banked for future use.

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

D. Regardless of the date of retirement, when a retiree or their 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 their spouse/eligible domestic partner with Standard MEDIFIL coverage or its equivalent insurance. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse/eligible domestic partner.

E. For employees who are eligible to receive a service pension and are hired after June 30, 2011, health coverage to be provided by the County shall be as follows:

E.1. For retirees who have reached the age of sixty (60), who have completed at least twenty (20) years of County service and are not eligible for Medicare, the County agrees to assume the full cost of providing a basic individual indemnity plan.

E.2. For retirees who have reached the age of sixty (60), who have completed at least seventeen and one half (17 ½) years of County service and are not eligible for Medicare, the County agrees to assume seventy-five percent (75%) of the cost of providing a basic individual indemnity plan.

E.3. For retirees who have reached the age of sixty (60), who have completed at least fifteen (15) years of County service and are not eligible for Medicare, the County agrees to assume fifty percent (50%) of the cost of providing a basic individual indemnity plan.

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

F.1. For retirees who have completed at least twenty (20) years of County service and are not eligible for Medicare, the County agrees to assume the full cost of providing a basic individual indemnity plan.

F.2. For retirees who have completed at least seventeen and one half (17 ½) years of County service and are not eligible for Medicare, the County agrees to assume seventy-five percent (75%) of the cost of providing a basic individual indemnity plan.

F.3. For retirees who have completed at least fifteen (15) years of County service and are not eligible for Medicare, the County agrees to assume fifty percent (50%) of the cost of providing a basic individual indemnity plan.

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

G.1. 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 \$10.00 times the number of years of credited service. The maximum

value of the monthly health insurance credit for each retiree shall be \$300.00, regardless of service in excess of thirty (30) years. Credits cannot be banked for future use.

G.2. 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.

G.3. Regardless of the date of retirement, when a retiree or their 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 their spouse/eligible domestic partner with Standard MEDIFIL 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.

18.9 Benefits Committee

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.

A. 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.

B. 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.

C. The Benefits Committee shall meet as often as possible to fulfill the duties identified in Sections 18.4.A and 18.4.B, 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.

D. 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 healthcare 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.

18.10 Life Insurance

A. Effective April 1, 1997, 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 at the County's group rate price.

B. The County agrees to assume the full cost of providing \$10,000 life insurance for those employees retiring from County service on or after October 1, 2005, with accidental death and dismemberment benefits for each employee. Those employees who retired between April 1, 1997, and September 30, 2005, will be provided with \$5,000 life insurance. Those employees who retired prior to April 1, 1997, will be provided with \$2,500 of life insurance. If the retiree had voluntary additional life insurance as of the date of retirement, the retiree may elect to continue the voluntary additional life insurance coverage, and the County agrees to assist the retiree in obtaining such coverage, at full cost to the retiree. The County further agrees to deduct from the retiree's monthly pension benefit the premium for any such additional coverage.

18.11 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.

18.12 Special Benefits for Public Safety Department Personnel – Annual Medical Examination

The County shall require and provide Public Safety Department personnel as defined in Section 18.12.A with an annual medical examination, as well as medical examinations at either termination of employment or transfer to another department or removal from emergency call out status that conforms with the medical surveillance requirements of the Department of Labor, Occupational Safety and Health Administration (Part 1910.120 Hazardous Waste Operations and Emergency Responses as amended) to be performed by the County or by a County-approved physician at their arrangement. The Pap test will be administered to female personnel who request it. The County may require a psychological or psychiatric examination if felt necessary by the CHRO for reasonable cause. The examination shall be confidential and restricted to the confidential medical

files, except where conditions are noted that would limit the Public Safety Department safety personnel in the performance of their duties. In such cases, a conference between the Public Safety Department personnel, the medical coordinator, Chief of Police and CHRO shall be held to review the problem.

A. Public Safety Department employees covered under this Section are as follows:

Coordinator of Emergency Planning
Emergency Preparedness Planner
Emergency Medical Services Assistant Chief
Emergency Medical Services Captain

18.13 Flexible Spending Accounts

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

ARTICLE 19

Visitation

19.1 The County shall permit designated staff members of Council 81, not to exceed two (2) per visit, to visit a department to investigate matters pertaining to the enforcement and administration of this Agreement.

19.2 Such representatives shall notify the CHRO in advance of the visit.

19.3 All employees are required to ensure minimal disruption of County services during any visitation from Council 81 representatives or other Union officials.

ARTICLE 20

Bulletin Boards

20.1 The Union shall be permitted to use County typewriters, duplicating equipment, calculators, personal computers, electronic mail, and audio-visual equipment when such use does not interfere with County business or result in additional costs to the County. Use of such equipment by the Union will not have any priority over use of the same equipment for County business. The Union shall provide qualified operators. The Union shall pay for the reasonable cost of all materials and supplies incident to such use, for any repairs necessitated as a result thereof, and for replacement of equipment which is lost or stolen.

ARTICLE 21

Unemployment Compensation Coverage

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

ARTICLE 22

Protective Clothing and Devices

22.1 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 devices shall be furnished by the County without cost to the employee. The cost of maintaining the protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the County. The County will provide periodic training, including refresher training, and related written policies, as necessary, for all protective clothing, equipment and devices issued to employees.

22.2 Employees required by the County to wear safety glass prescription lenses as established by the department safety committee and the department general manager for protection from recognized eye hazards normal to their work, will have such glasses furnished by the County to a prescription furnished by the employee.

22.3 The employee is to pay for replacing clothing, equipment and devices referred to in Sections 22.1 and 22.2 when such equipment is lost, misplaced, stolen, or damaged because of abuse.

ARTICLE 23

Uniforms

23.1 The County shall continue to furnish and maintain (including tailoring, dry cleaning, and laundering) uniforms to employees who, in the opinion of the department general manager, require uniforms. The cost of maintaining and furnishing of uniforms shall be borne by the County.

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

23.3 The cost of repairs or replacement necessitated through negligence, carelessness, or physical change in size shall be borne entirely by the employee.

23.4 An employee shall not wear the county uniform while engaged in the following activities, functions, or circumstances unless specifically authorized by the department general manager:

- A. Soliciting funds for any purpose from the public.
- B. Participating in any type of show or event that is commercially sponsored for advertising purposes, wherein it could be implied or construed that the county “endorses” the product advertised.
- C. “Endorsing” commercial products in such ways as to involve the uniform, title, grade, or rank or in any way establish or imply affiliation with such product.
- D. Appearing or participating in any event in public at which the wearing of the uniform has not been approved in writing by the department general manager.
- E. Employees, while in uniform, shall not partake of intoxicating liquor.

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

ARTICLE 24

Duration of the Contract

24.1 This Agreement shall become effective on July 1, 2023, and shall remain in full force and effect until 11:59 p.m., 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 December 31, 2026, or any subsequent year.

ARTICLE 25

Alteration of Agreement

25.1 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.

25.2 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.

25.3 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 26

Salaries

26.1 The County government of New Castle County and Council No. 81 of the American Federation of State, County, and Municipal Employees AFL-CIO and its affiliate Local Union No. 3109 hereby agree that:

- A. Effective July 1, 2023, through June 30, 2024, the Pay Plans for employees covered by this Agreement shall be increase by 2.5% and shall be set forth in Exhibits to this Agreement.
- B. Effective July 1, 2024, through June 30, 2025, the Pay Plans for employees covered by this Agreement shall be increased by 2.5% and shall be set forth in Exhibits to this Agreement.
- C. Effective July 1, 2025, through June 30, 2026, the Pay Plans for employees covered by this Agreement shall be increased by 2.5% and shall be set forth in Exhibits to this Agreement.

D. Effective July 1, 2026, through June 30, 2027, the Pay Plans for employees covered by this Agreement shall be increased by 2.5% and shall be set forth in Exhibits to this Agreement.

E. Effective July 1, 2023, Step 11 of the Pay Plan shall be increased to 4% above Step 10.

F. Effective July 1, 2024, Step 11 of the Pay Plan shall be increased to 5% above Step 10.

G. Effective January 1, 2024, for the Emergency Medical Services Captain, Pay Grade 32, each step will be 15% above the Emergency Medical Services Senior Lieutenant. The Emergency Medical Services Assistant Chief, Pay Grade 34, will be 10% above the Emergency Medical Services Captain steps.

ARTICLE 27

No Strike

27.1 Both the Union and the County recognize the importance of the 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 that it will not call, engage in, participate in, or sanction any strike or work stoppage during the life of this Agreement. The County agrees that there shall be no lockout during the life of this Agreement.

27.2 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.

ARTICLE 28

Inclement Weather

When the County closes its offices or the Governor declares a do not travel or modified travel policy due to inclement weather or any emergency for any period, employees will not suffer the loss of any pay or leave including those who are on preapproved leave.

ARTICLE 29

Performance Report to Employees

29.1. 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.

29.2 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 their review officer.

29.3 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.

APPENDIX A
LIST OF BARGAINING UNIT OCCUPATIONAL CLASSIFICATIONS

<u>Classification</u>	<u>Pay Grade</u>
Accountant III-----	28
Accounting and Fiscal Officer-----	30
Assessment Analyst -----	24
Assessment Division Manager -----	34
Assessment Services Supervisor -----	26
Assessor Supervisor-----	26
Assistant County Engineer -----	34
Assistant Planning Manager -----	30
Automotive Parts Supervisor -----	22
Budget and Procedures Analyst -----	27
Chief of Building Operations and Maintenance -----	30
Chief of Construction Support-----	30
Chief Purchasing Agent -----	34
Community Services Coordinator -----	23
Compensation and Pension Systems Coordinator -----	30
Computer Operations Supervisor -----	26
Coordinator of Emergency Planning -----	28
Customer Information & Assistance Coordinator -----	23
Emergency Medical Services Assistant Chief -----	32
Emergency Medical Services Captain-----	28
Emergency Preparedness Planner-----	24
Emergency Services Administrator-----	25
Emergency Services Assistant Manager -----	30
Fleet Services Manager-----	30
Geographic Information Systems Coordinator-----	30
Geographic Information Systems Manager-----	32
Health Services Nurse -----	23
Housing Financial Advisor-----	24
Housing Management Analyst -----	28
Housing Management and Services Supervisor -----	30
Housing Rehabilitation Supervisor -----	24
Housing Specialist-----	19
Information Systems Coordinator-----	30
Information Systems Specialist -----	28
Inspections Manager -----	30
Junior Systems Programmer -----	26
Landscape Architect -----	28
Librarian I -----	26
Librarian II -----	28
Mapping Support Supervisor -----	26
Operations Engineer -----	30
Operations Manager-----	30
Pension Program Analyst -----	26
Planner I -----	22

Planner II -----	26
Planner III -----	30
Planner IV -----	32
Program Analyst-----	24
Program Development Chief -----	30
Project Operations Chief -----	30
Property Assessment Services Administrator -----	28
Property Manager -----	30
Recreation Specialist-----	19
Recreation Supervisor -----	25
Senior Network Engineer -----	31
Senior Budget and Procedures Analyst -----	29
Sewer System Analyst -----	28
Systems Development Manager-----	30
Systems Programmer -----	28
Traffic Engineer -----	28
Training Administrator -----	30
Transportation Division Manager-----	30
Treasury Operations Supervisor-----	29

APPENDIX B**PAY GRADES FOR BARGAINING UNIT OCCUPATIONAL CLASSIFICATIONS**

<u>Pay Grade</u>	<u>Title</u>
19	Housing Specialist Recreation Specialist
22	Automotive Parts Supervisor Planner I Health Services Nurse Community Services Coordinator Customer Information & Assistance Coordinator
24	Assessment Analyst Emergency Preparedness Planner Housing Financial Advisor Housing Rehabilitation Supervisor Program Analyst
25	Emergency Services Administrator Recreation Supervisor
26	Assessment Services Supervisor Assessor Supervisor Computer Operations Supervisor Junior Systems Programmer Librarian I Mapping Support Supervisor Pension Program Analyst Planner II
27	Budget & Procedures Analyst
28	Accountant III Coordinator of Emergency Planning Emergency Medical Services Captain Housing Management Analyst Information Systems Specialist Landscape Architect Librarian II Property Assessment Services Administrator Sewer System Analyst Systems Programmer Traffic Engineer

29	Senior Budget & Procedures Analyst Treasury Operations Supervisor
30	Accounting and Fiscal Officer Assistant Planning Manager Chief of Building Operations and Maintenance Chief of Construction Support Compensation & Pension Systems Coordinator Emergency Services Assistant Manager Fleet Services Manager Geographic Information Systems Coordinator Housing Management and Services Supervisor Information Systems Coordinator Inspections Manager Operations Engineer Operations Manager Parks Development Planner Planner III Program Development Chief Project Operations Chief Property Manager Systems Development Manager Training Administrator Transportation Division Manager
31	Senior Network Engineer
32	Emergency Medical Services Captain Geographic Information Systems Manager Planner IV
34	Assistant County Engineer Assessment Division Manager Chief Purchasing Agent Emergency Medical Services Assistant Chief

APPENDIX C

Managers and Administrators Bargaining Unit

CASE NO. 100/MANAGERS AND ADMINISTRATORS BARGAINING UNIT

	Accountant III
	Assessment Mapping Supervisor
	Assistant County Engineer
	Compensation and Pension Systems Coordinator
	Computer Operations Supervisor
	Data Processing Division Manager
	Data Processing End User Support Manager
	Data Processing Operations Manager
	Data Processing Systems Development Manager
	Housing Management and Services Supervisor
	Librarian II
	Maintenance Operations Chief
	Planner IV
	Program Development Chief
	Project Operations Chief
	Public Works Control Manager
	Purchasing Division Manager
	Recreation Supervisor
	Sanitary Chemist
	Systems Analyst
<u>100(e)</u>	Chief of Building Operations and Maintenance
<u>100(g)</u>	Deputy Chief of Emergency Communications
<u>100(h)</u>	Treasury Operations Supervisor
<u>100(i)</u>	Assessment Division Manager
<u>100(k)</u>	Transportation Division Manager
<u>100(l)</u>	Accounting & Fiscal Officer

Miscellaneous

Accounting & Fiscal Officer
 Assessment Services Supervisor
 Assessor Supervisor
 Assistant Planning Manager
 Chief of Construction Support
 Emergency Medical Services Assistant Chief
 Emergency Medical Services Captain
 Emergency Services Administrator
 Emergency Services Assistant Manager
 Fleet Services Manager
 Inspections Manager
 Mapping Support Supervisor
 Operations Manager
 Property Assessment Services Administrator
 Property Manager

APPENDIX D
Professionals Bargaining Unit

CASE NO. 159/PROFESSIONALS BARGAINING UNIT

	Automotive Parts Manager
	Budget and Procedures Analyst
	Database Administrator
	Data Processing Technical Support Manager
	Housing Financial Advisor
	Landscape Architect
	Librarian I
	Planner III
	Planner II
	Program Analyst
	Systems Programmer
159(a)	Chief of Emergency Medical Services
159(b)	Grants Coordinator
159(c)	Health Services Nurse
159(d)	Junior Systems Programmer
	Recreation Specialist
159(e)	Housing Specialist
159(f)	Planner I
159(g)	Coordinator of Emergency Planning
159(h)	Housing Rehabilitation Supervisor
159(i)	Emergency Preparedness Planner
159(j)	Deputy Chief of Emergency Medical Services
159(k)	Chief Purchasing Agent
159(l)	Pension Program Analyst
159(m)	Senior Budget and Procedures Analyst

Miscellaneous

Assessment Analyst
 Automotive Parts Supervisor
 Community Services Coordinator
 Customer Information & Assistance Coordinator
 Geographic Information Systems Coordinator
 Geographic Information Systems Manager
 Housing Management Analyst
 Information Systems Coordinator
 Information Systems Specialist
 Operations Engineer
 Parks Development Planner
 Senior Network Engineer
 Sewer System Analyst
 Traffic Engineer
 Training Administrator

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109
(Non-Paramedic Classifications)*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
EMERGENCY SERVICES ADMINISTRATOR	25	52,847	55,489	58,264	61,177	64,238	67,448	70,822	74,363	78,081	81,985	85,264
RECREATION SUPERVISOR	25											
MAPPING SUPPORT SUPERVISOR	26	55,489	58,264	61,177	64,238	67,448	70,822	74,363	78,081	81,985	86,084	89,527
ACCOUNTANT III	28	61,177	64,238	67,448	70,822	74,363	78,081	81,985	86,084	90,388	94,908	98,704
LIBRARIAN II	28											
PROPERTY ASSESSMENT SERVICES ADMINISTRATOR	28											
FINANCE OPERATIONS SUPERVISOR	29	64,238	67,448	70,822	74,363	78,081	81,985	86,084	90,388	94,908	99,654	103,640
ACCOUNTING AND FISCAL OFFICER	30	67,448	70,822	74,363	78,081	81,985	86,084	90,388	94,908	99,654	104,637	108,822
ASSISTANT PLANNING MANAGER	30											
CHIEF OF BUILDING OPERATIONS AND MAIN.	30											
CHIEF OF CONSTRUCTION SUPPORT	30											
COMP. AND PENSION SYSTEMS COORD.	30											
EMERGENCY SERVICES ASSISTANT MANAGER	30											
FLEET SERVICES MANAGER	30											
INSPECTIONS MANAGER	30											
PROPERTY MANAGER	30											
ASSISTANT COUNTY ENGINEER	34	81,985	86,084	90,388	94,908	99,654	104,637	109,869	115,362	121,129	127,186	132,273

Effective: 07/01/2023 (Ordinance xx-xxx)

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109
(Non-Paramedic Classifications)*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
EMERGENCY SERVICES ADMINISTRATOR	25	54,168	56,876	59,721	62,706	65,844	69,134	72,593	76,222	80,033	84,035	88,237
RECREATION SUPERVISOR	25											
MAPPING SUPPORT SUPERVISOR	26	56,876	59,721	62,706	65,844	69,134	72,593	76,222	80,033	84,035	88,236	92,648
ACCOUNTANT III	28	62,706	65,844	69,134	72,593	76,222	80,033	84,035	88,236	92,648	97,281	102,145
LIBRARIAN II	28											
PROPERTY ASSESSMENT SERVICES ADMINISTRATOR	28											
FINANCE OPERATIONS SUPERVISOR	29	65,844	69,134	72,593	76,222	80,033	84,035	88,236	92,648	97,281	102,145	107,252
ACCOUNTING AND FISCAL OFFICER	30	69,134	72,593	76,222	80,033	84,035	88,236	92,648	97,281	102,145	107,253	112,616
ASSISTANT PLANNING MANAGER	30											
CHIEF OF BUILDING OPERATIONS AND MAIN.	30											
CHIEF OF CONSTRUCTION SUPPORT	30											
COMP. AND PENSION SYSTEMS COORD.	30											
EMERGENCY SERVICES ASSISTANT MANAGER	30											
FLEET SERVICES MANAGER	30											
INSPECTIONS MANAGER	30											
PROPERTY MANAGER	30											
ASSISTANT COUNTY ENGINEER	34	84,035	88,236	92,648	97,281	102,145	107,253	112,616	118,246	124,157	130,366	136,884

Effective: 07/01/2024 (Ordinance xx-xxx)

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109
(Non-Paramedic Classifications)*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
EMERGENCY SERVICES ADMINISTRATOR	25	55,522	58,298	61,214	64,274	67,490	70,862	74,408	78,128	82,034	86,136	90,443
RECREATION SUPERVISOR	25											
MAPPING SUPPORT SUPERVISOR	26	58,298	61,214	64,274	67,490	70,862	74,408	78,128	82,034	86,136	90,442	94,964
ACCOUNTANT III	28	64,274	67,490	70,862	74,408	78,128	82,034	86,136	90,442	94,964	99,713	104,699
LIBRARIAN II	28											
PROPERTY ASSESSMENT SERVICES ADMINISTRATOR	28											
FINANCE OPERATIONS SUPERVISOR	29	67,490	70,862	74,408	78,128	82,034	86,136	90,442	94,964	99,713	104,699	109,933
ACCOUNTING AND FISCAL OFFICER	30	70,862	74,408	78,128	82,034	86,136	90,442	94,964	99,713	104,699	109,934	115,431
ASSISTANT PLANNING MANAGER	30											
CHIEF OF BUILDING OPERATIONS AND MAIN.	30											
CHIEF OF CONSTRUCTION SUPPORT	30											
COMP. AND PENSION SYSTEMS COORD.	30											
EMERGENCY SERVICES ASSISTANT MANAGER	30											
FLEET SERVICES MANAGER	30											
INSPECTIONS MANAGER	30											
PROPERTY MANAGER	30											
ASSISTANT COUNTY ENGINEER	34	86,136	90,442	94,964	99,713	104,699	109,934	115,431	121,202	127,261	133,625	140,306

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

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109
(Non-Paramedic Classifications)*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
EMERGENCY SERVICES ADMINISTRATOR	25	56,910	59,755	62,744	65,881	69,177	72,634	76,268	80,081	84,085	88,289	92,704
RECREATION SUPERVISOR	25											
MAPPING SUPPORT SUPERVISOR	26	59,755	62,744	65,881	69,177	72,634	76,268	80,081	84,085	88,289	92,703	97,338
ACCOUNTANT III	28	65,881	69,177	72,634	76,268	80,081	84,085	88,289	92,703	97,338	102,206	107,316
LIBRARIAN II	28											
PROPERTY ASSESSMENT SERVICES ADMINISTRATOR	28											
FINANCE OPERATIONS SUPERVISOR	29	69,177	72,634	76,268	80,081	84,085	88,289	92,703	97,338	102,206	107,316	112,681
ACCOUNTING AND FISCAL OFFICER	30	72,634	76,268	80,081	84,085	88,289	92,703	97,338	102,206	107,316	112,682	118,317
ASSISTANT PLANNING MANAGER	30											
CHIEF OF BUILDING OPERATIONS AND MAIN.	30											
CHIEF OF CONSTRUCTION SUPPORT	30											
COMP. AND PENSION SYSTEMS COORD.	30											
EMERGENCY SERVICES ASSISTANT MANAGER	30											
FLEET SERVICES MANAGER	30											
INSPECTIONS MANAGER	30											
PROPERTY MANAGER	30											
ASSISTANT COUNTY ENGINEER	34	88,289	92,703	97,338	102,206	107,316	112,682	118,317	124,232	130,443	136,966	143,814

Effective: 07/01/2026 (Ordinance xx-xxx)

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109
(Paramedic Classifications)*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
EMERGENCY MEDICAL SERVICES CAPTAIN	32	81,538	85,256	89,160	93,259	97,563	102,083	106,829	111,812	117,044	122,537	127,438
EMERGENCY MEDICAL SERVICES ASST. CHIEF	34	89,160	93,259	97,563	102,083	106,829	111,812	117,044	122,537	128,304	134,361	139,735

Effective: 07/01/2023 (Ordinance xx-xxx)

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109
(Paramedic Classifications)*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
EMERGENCY MEDICAL SERVICES CAPTAIN	32	86,059	90,362	94,880	99,624	104,605	109,835	115,327	121,093	127,148	133,505	138,845
EMERGENCY MEDICAL SERVICES ASST. CHIEF	34	94,665	99,398	104,368	109,586	115,065	120,818	126,859	133,202	139,862	146,855	152,729

Effective: 01/01/2024 (Ordinance xx-xxx)

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109
(Paramedic Classifications)*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
EMERGENCY MEDICAL SERVICES CAPTAIN	32	88,210	92,621	97,252	102,114	107,220	112,580	118,210	124,121	130,326	136,843	143,685
EMERGENCY MEDICAL SERVICES ASST. CHIEF	34	97,031	101,883	106,977	112,325	117,942	123,838	130,031	136,533	143,359	150,527	158,053

Effective: 07/01/2024 (Ordinance xx-xxx)

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109
(Paramedic Classifications)*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
EMERGENCY MEDICAL SERVICES CAPTAIN	32	90,415	94,936	99,683	104,667	109,900	115,396	121,165	127,223	133,584	140,263	147,276
EMERGENCY MEDICAL SERVICES ASST. CHIEF	34	99,457	104,430	109,651	115,134	120,890	126,936	133,282	139,945	146,942	154,289	162,003
<i>Effective: 07/01/2025 (Ordinance xx-xxx)</i>												

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109
(Paramedic Classifications)*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
EMERGENCY MEDICAL SERVICES CAPTAIN	32	92,676	97,310	102,175	107,284	112,648	118,280	124,194	130,404	136,924	143,771	150,960
EMERGENCY MEDICAL SERVICES ASST. CHIEF	34	101,944	107,041	112,393	118,012	123,913	130,108	136,613	143,444	150,616	158,148	166,055

Effective: 07/01/2026 (Ordinance xx-xxx)

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE PROFESSIONAL EMPLOYEES REPRESENTED BY LOCAL 3109*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
HOUSING SPECIALIST	19	39,433	41,405	43,475	45,650	47,932	50,329	52,847	55,489	58,264	61,177	63,624
RECREATION SPECIALIST	19											
AUTOMOTIVE PARTS SUPERVISOR	22	45,650	47,932	50,329	52,847	55,489	58,264	61,177	64,238	67,448	70,822	73,655
PLANNER I	22											
COMMUNITY SERVICES COORDINATOR	23	47,932	50,329	52,847	55,489	58,264	61,177	64,238	67,448	70,822	74,363	77,338
CUSTOMER INFO AND ASSISTANCE COORD	23											
HEALTH SERVICES NURSE	23											
ASSESSMENT ANALYST	24	50,329	52,847	55,489	58,264	61,177	64,238	67,448	70,822	74,363	78,081	81,204
EMERGENCY PREPAREDNESS PLANNER	24											
HOUSING FINANCIAL ADVISOR	24											
PROGRAM ANALYST	24											
JUNIOR SYSTEMS PROGRAMMER	26	55,489	58,264	61,177	64,238	67,448	70,822	74,363	78,081	81,985	86,084	89,527
LIBRARIAN I	26											
PENSION PROGRAM ANALYST	26											
PLANNER II	26											
BUDGET AND PROCEDURES ANALYST	27	58,264	61,177	64,238	67,448	70,822	74,363	78,081	81,985	86,084	90,388	94,004
COORDINATOR OF EMERGENCY PLANNING	28	61,177	64,238	67,448	70,822	74,363	78,081	81,985	86,084	90,388	94,908	98,704
HOUSING MANAGEMENT ANALYST	28											
INFORMATION SYSTEMS SPECIALIST	28											
LANDSCAPE ARCHITECT	28											
SEWER SYSTEM ANALYST	28											
SYSTEMS PROGRAMMER	28											
TRAFFIC ENGINEER	28											
SENIOR BUDGET AND PROCEDURES ANALYST	29	64,238	67,448	70,822	74,363	78,081	81,985	86,084	90,388	94,908	99,654	103,640
INFORMATION SYSTEMS COORDINATOR	30	67,448	70,822	74,363	78,081	81,985	86,084	90,388	94,908	99,654	104,637	108,822
OPERATIONS ENGINEER	30											
PARKS DEVELOPMENT PLANNER	30											
PLANNER III	30											
TRAINING ADMINISTRATOR	30											
SENIOR NETWORK ENGINEER	31	70,822	74,363	78,081	81,985	86,084	90,388	94,908	99,654	104,637	109,869	114,264
GEOGRAPHIC INFORMATION SYSTEMS MANAGER	32	74,363	78,081	81,985	86,084	90,388	94,908	99,654	104,637	109,869	115,362	119,976
CHIEF PROCUREMENT OFFICER	34	81,985	86,084	90,388	94,908	99,654	104,637	109,869	115,362	121,129	127,186	132,273

Effective: 07/01/2023 (Ord xx-xxx)

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE PROFESSIONAL EMPLOYEES REPRESENTED BY LOCAL 3109*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
HOUSING SPECIALIST	19	40,419	42,440	44,562	46,791	49,130	51,587	54,168	56,876	59,721	62,706	65,841
RECREATION SPECIALIST	19											
AUTOMOTIVE PARTS SUPERVISOR	22	46,791	49,130	51,587	54,168	56,876	59,721	62,706	65,844	69,134	72,593	76,223
PLANNER I	22											
COMMUNITY SERVICES COORDINATOR	23	49,130	51,587	54,168	56,876	59,721	62,706	65,844	69,134	72,593	76,222	80,033
CUSTOMER INFO AND ASSISTANCE COORD	23											
HEALTH SERVICES NURSE	23											
ASSESSMENT ANALYST	24	51,587	54,168	56,876	59,721	62,706	65,844	69,134	72,593	76,222	80,033	84,035
EMERGENCY PREPAREDNESS PLANNER	24											
HOUSING FINANCIAL ADVISOR	24											
PROGRAM ANALYST	24											
JUNIOR SYSTEMS PROGRAMMER	26	56,876	59,721	62,706	65,844	69,134	72,593	76,222	80,033	84,035	88,236	92,648
LIBRARIAN I	26											
PENSION PROGRAM ANALYST	26											
PLANNER II	26											
BUDGET AND PROCEDURES ANALYST	27	59,721	62,706	65,844	69,134	72,593	76,222	80,033	84,035	88,236	92,648	97,280
COORDINATOR OF EMERGENCY PLANNING	28	62,706	65,844	69,134	72,593	76,222	80,033	84,035	88,236	92,648	97,281	102,145
HOUSING MANAGEMENT ANALYST	28											
INFORMATION SYSTEMS SPECIALIST	28											
LANDSCAPE ARCHITECT	28											
SEWER SYSTEM ANALYST	28											
SYSTEMS PROGRAMMER	28											
TRAFFIC ENGINEER	28											
SENIOR BUDGET AND PROCEDURES ANALYST	29	65,844	69,134	72,593	76,222	80,033	84,035	88,236	92,648	97,281	102,145	107,252
INFORMATION SYSTEMS COORDINATOR	30	69,134	72,593	76,222	80,033	84,035	88,236	92,648	97,281	102,145	107,253	112,616
OPERATIONS ENGINEER	30											
PARKS DEVELOPMENT PLANNER	30											
PLANNER III	30											
TRAINING ADMINISTRATOR	30											
SENIOR NETWORK ENGINEER	31	72,593	76,222	80,033	84,035	88,236	92,648	97,281	102,145	107,253	112,616	118,247
GEOGRAPHIC INFORMATION SYSTEMS MANAGER	32	76,222	80,033	84,035	88,236	92,648	97,281	102,145	107,253	112,616	118,246	124,158
CHIEF PROCUREMENT OFFICER	34	84,035	88,236	92,648	97,281	102,145	107,253	112,616	118,246	124,157	130,366	136,884

Effective: 07/01/2024 (Ord xx-xxx)

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE PROFESSIONAL EMPLOYEES REPRESENTED BY LOCAL 3109*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
HOUSING SPECIALIST	19	41,429	43,501	45,676	47,961	50,358	52,877	55,522	58,298	61,214	64,274	67,487
RECREATION SPECIALIST	19											
AUTOMOTIVE PARTS SUPERVISOR	22	47,961	50,358	52,877	55,522	58,298	61,214	64,274	67,490	70,862	74,408	78,129
PLANNER I	22											
COMMUNITY SERVICES COORDINATOR	23	50,358	52,877	55,522	58,298	61,214	64,274	67,490	70,862	74,408	78,128	82,034
CUSTOMER INFO AND ASSISTANCE COORD	23											
HEALTH SERVICES NURSE	23											
ASSESSMENT ANALYST	24	52,877	55,522	58,298	61,214	64,274	67,490	70,862	74,408	78,128	82,034	86,136
EMERGENCY PREPAREDNESS PLANNER	24											
HOUSING FINANCIAL ADVISOR	24											
PROGRAM ANALYST	24											
JUNIOR SYSTEMS PROGRAMMER	26	58,298	61,214	64,274	67,490	70,862	74,408	78,128	82,034	86,136	90,442	94,964
LIBRARIAN I	26											
PENSION PROGRAM ANALYST	26											
PLANNER II	26											
BUDGET AND PROCEDURES ANALYST	27	61,214	64,274	67,490	70,862	74,408	78,128	82,034	86,136	90,442	94,964	99,712
COORDINATOR OF EMERGENCY PLANNING	28	64,274	67,490	70,862	74,408	78,128	82,034	86,136	90,442	94,964	99,713	104,699
HOUSING MANAGEMENT ANALYST	28											
INFORMATION SYSTEMS SPECIALIST	28											
LANDSCAPE ARCHITECT	28											
SEWER SYSTEM ANALYST	28											
SYSTEMS PROGRAMMER	28											
TRAFFIC ENGINEER	28											
SENIOR BUDGET AND PROCEDURES ANALYST	29	67,490	70,862	74,408	78,128	82,034	86,136	90,442	94,964	99,713	104,699	109,933
INFORMATION SYSTEMS COORDINATOR	30	70,862	74,408	78,128	82,034	86,136	90,442	94,964	99,713	104,699	109,934	115,431
OPERATIONS ENGINEER	30											
PARKS DEVELOPMENT PLANNER	30											
PLANNER III	30											
TRAINING ADMINISTRATOR	30											
SENIOR NETWORK ENGINEER	31	74,408	78,128	82,034	86,136	90,442	94,964	99,713	104,699	109,934	115,431	121,203
GEOGRAPHIC INFORMATION SYSTEMS MANAGER	32	78,128	82,034	86,136	90,442	94,964	99,713	104,699	109,934	115,431	121,202	127,262
CHIEF PROCUREMENT OFFICER	34	86,136	90,442	94,964	99,713	104,699	109,934	115,431	121,202	127,261	133,625	140,306

Effective: 07/01/2025 (Ord.xx-xxx)

*PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE PROFESSIONAL EMPLOYEES REPRESENTED BY LOCAL 3109*

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
HOUSING SPECIALIST	19	42,465	44,589	46,818	49,160	51,617	54,199	56,910	59,755	62,744	65,881	69,174
RECREATION SPECIALIST	19											
AUTOMOTIVE PARTS SUPERVISOR	22	49,160	51,617	54,199	56,910	59,755	62,744	65,881	69,177	72,634	76,268	80,082
PLANNER I	22											
COMMUNITY SERVICES COORDINATOR	23	51,617	54,199	56,910	59,755	62,744	65,881	69,177	72,634	76,268	80,081	84,085
CUSTOMER INFO AND ASSISTANCE COORD	23											
HEALTH SERVICES NURSE	23											
ASSESSMENT ANALYST	24	54,199	56,910	59,755	62,744	65,881	69,177	72,634	76,268	80,081	84,085	88,289
EMERGENCY PREPAREDNESS PLANNER	24											
HOUSING FINANCIAL ADVISOR	24											
PROGRAM ANALYST	24											
JUNIOR SYSTEMS PROGRAMMER	26	59,755	62,744	65,881	69,177	72,634	76,268	80,081	84,085	88,289	92,703	97,338
LIBRARIAN I	26											
PENSION PROGRAM ANALYST	26											
PLANNER II	26											
BUDGET AND PROCEDURES ANALYST	27	62,744	65,881	69,177	72,634	76,268	80,081	84,085	88,289	92,703	97,338	102,205
COORDINATOR OF EMERGENCY PLANNING	28	65,881	69,177	72,634	76,268	80,081	84,085	88,289	92,703	97,338	102,206	107,316
HOUSING MANAGEMENT ANALYST	28											
INFORMATION SYSTEMS SPECIALIST	28											
LANDSCAPE ARCHITECT	28											
SEWER SYSTEM ANALYST	28											
SYSTEMS PROGRAMMER	28											
TRAFFIC ENGINEER	28											
SENIOR BUDGET AND PROCEDURES ANALYST	29	69,177	72,634	76,268	80,081	84,085	88,289	92,703	97,338	102,206	107,316	112,681
INFORMATION SYSTEMS COORDINATOR	30	72,634	76,268	80,081	84,085	88,289	92,703	97,338	102,206	107,316	112,682	118,317
OPERATIONS ENGINEER	30											
PARKS DEVELOPMENT PLANNER	30											
PLANNER III	30											
TRAINING ADMINISTRATOR	30											
SENIOR NETWORK ENGINEER	31	76,268	80,081	84,085	88,289	92,703	97,338	102,206	107,316	112,682	118,317	124,233
GEOGRAPHIC INFORMATION SYSTEMS MANAGER	32	80,081	84,085	88,289	92,703	97,338	102,206	107,316	112,682	118,317	124,232	130,444
CHIEF PROCUREMENT OFFICER	34	88,289	92,703	97,338	102,206	107,316	112,682	118,317	124,232	130,443	136,966	143,814

Effective: 07/01/2026 (Ord xx-xxx)

Prime Sponsor(s): Ms. Kilpatrick
Co-sponsor(s): Mr. Smiley
Date of introduction: September 24, 2024

RESOLUTION NO. 24-169

**TO ENCUMBER \$40,000 OF NEW CASTLE COUNTY COUNCIL CONTINGENCY
TO FUND CERTAIN EXPENSES RELATED TO THE NEW CASTLE COUNTY
POLICE ACCOUNTABILITY BOARD, AS APPROVED BY COUNTY COUNCIL**

1 **WHEREAS**, 11 *Del. C.* § 8404 requires that each police department establish a
2 board to advise each department on policy, training, and other issues relating to or
3 affecting the department and the community they serve; and
4

5 **WHEREAS**, consistent with the above, New Castle County Council passed
6 Ordinance No. 23-148, creating the New Castle County Police Accountability Board
7 (“Board”) at *New Castle County Code* Sec. 2.05.204; and
8

9 **WHEREAS**, the Board provides community members, among other things, an
10 opportunity to provide input on policing in the communities. In addition, the Department
11 of Public Safety, Division of Police, benefits from constructive feedback to reform policies
12 and practices, improve police-community relations, and, thereby, improve public safety;
13 and
14

15 **WHEREAS**, the Board and its members could benefit from a facilitator, training
16 opportunities, including police accountability conferences, or other assistance; and
17

18 **WHEREAS**, to foster the success of the Board, County Council has determined to
19 encumber \$40,000 from the FY2025 Approved Operating Budget County Council
20 Contingency, in collaboration with the Administration, to provide funding for the Board for
21 purposes of engaging a facilitator, training opportunities, including police accountability
22 conferences, or other assistance, if the Board, by a majority vote, deems it appropriate
23 and necessary for its success; and
24

25 **WHEREAS**, all approved expenses related to engaging a facilitator, training
26 opportunities, including police accountability conferences, or other assistance will be
27 processed consistent with and subject to County Council’s grant procedures and process.
28

29 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New
30 Castle County that County Council hereby encumbers \$40,000 from County Council
31 Contingency to fund certain expenses related to the New Castle County Police
32 Accountability Board, as approved by County Council; and
33

34 **BE IT FURTHER RESOLVED** that all approved expenses related to engaging a
35 facilitator, training opportunities, including police accountability conferences, or other
36 assistance will be processed consistent with and subject to County Council’s grant
37 procedures and process.

Adopted by County Council
of New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution, if approved, would encumber \$40,000 of New Castle County Council Contingency to fund certain expenses related to the New Castle County Police Accountability Board, as approved by County Council. All approved expenses related to engaging a facilitator, training opportunities, including police accountability conferences, or other assistance will be processed consistent with and subject to County Council's grant procedures and process.

FISCAL NOTE: This Resolution, if approved, will have no fiscal impact, aside from encumbering the identified funds in County Council Contingency.

Grant Matrix

9/24/24

GRANT APPLICANT	AMOUNT REQUESTED / AMOUNT PROPOSED	INTENDED USE OF GRANT	Standard Accounting Practices/ Non-Discrimination Policy	PRIOR COUNCIL GRANTS IN CURRENT FISCAL YEAR	COUNCIL MEMBER
Lutheran Community Services	\$2500/\$2500	Funds will be to assist with a warehouse/fulfillment center located next to their facilities. It will serve as a hub for their Food is Medicine and nutrition security programs that are designed to prevent, manage, and treat diet related chronic diseases among vulnerable populations.	Yes/Yes	No	Durham
Brandywine High School Baseball Boosters	\$5000/\$2500	Funds will be used to help build two new dugouts at their field	No/Yes	No	Durham