

AGREEMENT
BETWEEN THE
CITY OF SEAFORD
AND
GENERAL TEAMSTERS AND LOCAL 326
JULY 1, 2020 - JUNE 30, 2023

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The AGREEMENT entered into this 14th day of September, 2021, by
and between the CITY OF SEAFORD, a Municipal Corporation of the State of Delaware,
hereinafter referred to as the “City” or as the “Employer”, and General Teamsters Local 326 and
their elected representatives hereinafter referred to as the “Union” or “Employees”,
WITNESSETH:

ARTICLE 1 - GENERAL

1.1 Purpose of the Agreement

It is the purpose of this Agreement to achieve better understanding between the Employer and the Employees; to provide for equitable adjustment of difference which arise; and to establish compatible employment relations.

1.2 Terms of the Agreement

The terms of this Agreement shall become effective upon ratification by the Union and the City, unless otherwise noted, and shall continue in effect until June 30, 2023. Provided, however, this Agreement shall remain in force and effect until a new Agreement is entered into between the parties. This Agreement shall be binding on the successors of the parties hereto. Negotiations for a successive agreement shall begin January 1, 2023.

1.3 Recognition of Bargaining Agent

Pursuant to 19 Del. Code Ann. § 1601 et seq., the Police Officers' and Firefighters' Employment Relations Act, the City recognizes and grants to City police officers ("police officers" is not intended to refer to cadets or part-time police officers employed less than 20 hours a week) within the bargaining unit designated by the Public Employment Relations Board ("employee"), and to enter into collective bargaining negotiations with the willingness to resolve disputes relating to terms and conditions of employment, and to reduce to writing any agreements reached through such negotiations.

1.4 Maintenance of Standards

The City agrees that, except to the extent the parties agree otherwise and reduce such agreement to writing, terms and conditions of employment relating to any mandatory subject of bargaining shall be maintained at the standards in effect at the time of signing this Agreement. Such terms and conditions of employment shall be improved to the extent specific provisions for improvement are set forth in this Agreement. This section is not intended to diminish the City's authority under Article 2, Management Rights.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights

The parties recognize that an area of responsibility must be reserved to the management of the City if it is to function effectively. It is agreed that the following responsibilities of management are specifically reserved to management and are not subject to collective bargaining, except where any of them concern wages, salaries, hours, vacations, sick leave, grievance procedures and other terms and conditions of employment specifically defined in this agreement.

The determination of the services and the standard of services to be rendered to the citizens of the City; the determination of the City's financial organization, policies and accounting procedures; the determination of the standards to be used in selection for employment; the sole right to hire; the determinations of the number of men or women to be employed or retained in employment; the necessity for overtime and the amount of overtime required; the maintenance of discipline; the determination of methods, means, and personnel by which the City's operations are

to be conducted; the determination of the content of job classifications; the fulfillment of all of its legal responsibilities; and all rights and responsibilities not specifically modified by this agreement. Provided, however, if the City changes eligibility requirements for an existing position within the Police Department, the City shall notify employees 6 months prior to implementing the change and existing employees seeking a promotion to such a position shall not be subject to the change during that 6 month period.

2.2 On June 26, 2018, the City established, and approved eligibility requirements for, the rank of Master Cpl. On June 26, 2018, the City approved changes in the eligibility requirements for the existing positions of Sgt. and Cpt., and changed the title of Cpt. to Deputy Chief. The requirement of notifying employees 6 months prior to implementing changes to the eligibility requirements for the existing positions of Sgt. and Cpt. (see Section 2.1) shall not apply to the changes approved on June 26, 2018.

2.3 In a bona fide emergency affecting the health or safety of the residents of the City (e.g. a natural disaster), the Mayor and Council may take appropriate action, but only for the duration of such an emergency.

2.4 No provision of this Article is intended to affect an Employee's rights under the Law-Enforcement Officers' Bill of Rights except to the extent permitted in 11 *Del. C.* §9203.

ARTICLE 3 - PROBATIONARY PERIOD

3.1 Employees who are not Delaware certified on the date of hire, shall be subject to a probationary period of one (1) year from date of certification. Employees who are

Delaware certified on the date of hire shall be subject to a probationary period of six (6) months. For purposes of this Agreement, “certification” means the date of the letter of certification from the director of Police Training bestowing the power of arrest. The probationary period may be extended on a monthly basis for up to six (6) months.

- 3.2** During the probationary period, an employee may be dismissed from service for performance reasons without a breach of this Agreement or constituting a grievance. Disciplinary cases shall be subject to the Police Officer’s Bill of Rights.

ARTICLE 4 - DEDUCTION FROM SALARY

4.1 Union Security

All employees have the right to join or refrain from joining the Union.

- 4.2** The City agrees to deduct dues or the service fee from the pay of employees who certify that they authorize such deduction by executing an authorization form. Such funds shall be sent to the designated financial officer of the Union not later than the 30th of each month. In the event the Union changes the amount of dues or service fees, it shall notify the City in writing at least 60 days prior to the effective date of the change. Should the *Janus v. ASCME* Supreme Court decision be overturned, the Union may open this article only for negotiation of service fee language only, if State law allows.

4.3 Fair Representation

The Union agrees that it shall fully and fairly represent all members of the bargaining unit.

4.4 Indemnification

The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, and other forms of liability, including attorney's fees, arising out of or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

ARTICLE 5 - GRIEVANCE PROCEDURES

5.1 Definitions

5.1.1 Grievances are limited to matters involving interpretation and enforcement of this Agreement, but shall not include matters of discipline, which are handled according to the Law Enforcement Officers Bill of Rights.

5.1.2 "Days" means calendar days.

5.2 Policy

5.2.1 It shall be the responsibility of the City to establish and maintain a work climate within which an employee's grievance may be identified, presented, discussed and given fair, prompt consideration.

5.2.2 In presenting a grievance, an employee must be assured freedom from restraint, interference, coercion, discrimination and reprisal.

5.2.3 Employees have the right to representation of their own choosing and at their own expense at any level of review.

5.2.4 The aggrieved employee, a Union representative, and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this section without loss of pay or leave time.

5.2.5 The Union must receive notice of any grievance filed and have an opportunity to appear with the grievant at all steps of the grievance procedure.

5.3 Grievance Procedure

5.3.1 Filing a Grievance

In the event a problem cannot be settled informally through oral discussions with an employee's supervisor, a grievance may be filed if an employee feels he/she has been or will be adversely affected.

5.3.2 Step 1. When an employee, or the Union acting on behalf of the employee(s), has a grievance, the following steps are to be taken. The number of days for each step should be considered the maximum number of working days unless otherwise provided and every effort should be made to expedite the process. Time limits at any step, however, may be extended by mutual consent. All documents used in this procedure must be dated and signed by the respondent and recipient. The procedure for the presentation, consideration and disposition of employee grievances is as follows:

The employee, and/or a Union representative, shall present the grievance in writing to the Chief of Police within twenty (20) days of its occurrence or knowledge of the occurrence. The Chief, or the Chief's designee, shall report his decision in writing to the employee and the Union representative within ten (10) days of its presentation.

5.3.3 Step 2. If the decision of the Chief is not satisfactory to the employee, or the Chief of Police fails to answer the grievance within the prescribed time, an appeal must be presented in writing by the employee or the Union representative to the City

Manager within ten (10) days after the employee received the Step 1 decision, or within 10 days after the response at Step 1 was due. The City Manager, or the City Manager's designee, shall respond in writing to the employee and the Union, representative within ten (10) days after receipt of the appeal.

- 5.4 Step 3.** If the decision of the City Manager is not satisfactory to the employee, or the City Manager fails to answer the grievance within the prescribed time, an appeal of the decision may be made by the employee, or the Union, to the Mayor and Council within ten (10) days from the date of the City Manager's determination, or within ten (10) days after the response at Step 2 was due. The Mayor and Council shall be provided copies of the reasons for the grievance and the determination made by the Chief and City Manager if applicable. The hearing shall be open to all concerned parties and the employee may examine all evidence.

The Mayor and Council shall review the case, consult with whatever sources deemed appropriate and within thirty (30) calendar days issue a decision. Then the City Manager shall within three (3) calendar days transmit the decision to the Union with one copy sent to the employee by certified mail.

- 5.5 Step 4.** If the Union is not satisfied with the decision of the Council, they may refer the matter to arbitration with the American Arbitration Association (AAA) within 30 days of the decision. The parties agree to follow the AAA rules in regards to selection of an arbitrator, and a decision shall be rendered within 30 days of the close of the hearing. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms and conditions of this Agreement. No individual employee shall have the right to invoke arbitration. The arbitrator may only hear

one grievance for determination at a time unless mutually agreed by the parties. The costs of arbitration shall be equally borne by the parties, except that costs associated with counsel and witnesses will be the responsibility of the party using those individuals.

ARTICLE 6 - HOURS OF DUTY - OVERTIME COMPENSATION

6.1 Regular Work Period

For employees working 12 hour shifts, the regular duty work period is 80 hours within a period of 14 consecutive days consisting of 2 consecutive calendar weeks. For employees working 8 hour shifts, the regular duty work period is 40 hours in a work week.

6.2 A “regular work day” for patrol officers shall consist of 12 consecutive hours. A regular work day for other employees shall consist of 8 consecutive hours.

6.3 Overtime

Overtime shall be paid at the rate of time and one-half the employee’s regular base rate of pay for all duty hours performed in excess of eighty (80) hours in a work period for employees working 12 hour shifts, and for all duty hours performed in excess of 40 hours in a work week for employees working 8 hour shifts.

6.4 Part-Time Employees

6.4.1 The City shall have the right to hire part-time police officers. Part-time officers shall work no more than 20 hours a week, shall receive no benefits and accrue no pension, and shall be paid at the starting salary for patrolman.

6.4.2 Part-time officers shall be certified as police officers by the Delaware Council on Police Training.

6.4.3 Employees shall have the right of first refusal for any work offered to part-time police officers.

6.4.4 The City shall not use part-time police officers to displace or replace employees. Rather, part-time police officers shall be used to supplement police services in emergency situations. "Emergency situations" includes situations where no employee exercises the right of first refusal for work offered to part-time police officers.

6.5 New Employees

6.5.1 A new employee shall be placed no higher than the PFC rank on the salary schedule.

6.5.2 A new employee shall be paid at least the minimum rate of pay for the employee's position.

6.6 Court Time

6.6.1 If an employee is required to appear in Court on off duty hours in connection with the performance of the employee's duty, such employee shall be paid at time and one-half for all Court time, with a minimum pay of 2 hours.

6.6.2 If an employee is placed on call for Court, and reports that fact to the Police Department, such employee shall be paid at the employee's regular hourly rate of pay for the initial on-call for a minimum of 2 hours. Then any extended hours by the Court will be paid at the regular rate of pay for the duration of the recorded time. In no event will hours be paid for gaps between the minimum standby and extended standby hours. Should on-call extend beyond the minimum, those hours will be paid at the regular rate of pay. In no event shall an employee receive overtime pay for on-call hours.

Examples: 9:00-11:00 on call period; extension occurs at 10:00 and ends at 12:00 – total hours of pay =3

9:00 – 11:00 on call period; extension occurs at 1:00 and ends at 2:30 – total hours of pay = 3.5

6.7 On-Call Pay

If the Chief places an employee on-call for at least an entire week, such an employee shall receive 12 hours pay at the employee's regular base rate of pay for each week the employee is on-call. If the Chief places an employee on-call for a period of less than an entire week, such an employee shall be paid at the employee's regular base rate of pay for such on-call time. If an employee is called in to work beyond the employee's scheduled work hours, the employee shall be paid in accordance with Article 6.8.

6.8 Call-Out Pay

If an employee is called in to work beyond the employee's scheduled work hours, such an employee shall be paid at the rate of time and one-half the employee's regular base rate of pay for 2 hours, or for the call-out time actually worked, whichever is greater.

6.9 Working in A Higher Pay Grade

An employee who, with the approval of the Chief, works for at least 20 consecutive work days in a higher pay grade (for example a corporal working as a sergeant) shall, for the duration of such a temporary assignment, be paid at the rate of pay for the higher pay grade.

6.10 No Pyramiding of Premium Pay

Overtime or premium pay shall not be pyramided, compounded or paid twice for the same time worked.

6.11 Departmental Meetings

As part of their professional obligation, employees may be required to attend four Departmental meetings (i.e., the entire Department) each year, and shall be compensated for 2 hours for each such meeting. If an employee elects to remain at such a meeting for a period longer than 2 hours, the employee will not be compensated for such additional time.

6.12 Special Duty Assignments

The Union shall establish the hourly rates charged to the vendor for special duty assignments and shall administer the allocation of such assignments among employees. The City reserves the right to charge the vendor for the use of a vehicle in the performance of special duty assignments. Upon completion of the special duty assignment, the employee performing the assignment shall submit a time sheet to the City, the City pays the employee for the time worked at the rate established by the Union, less the following deductions from the amount collected for the performance of special duty assignments:

- Administrative Fee of 3%
- Federal & State Income Taxes
- Employee's Portion of Social Security Taxes
- Employee's Portion of Medicare Taxes
- Worker's Compensation Insurance

There will be a minimum of three (3) hours paid for any special duty assignment.

ARTICLE 7 - PAID HOLIDAYS

7.1 The following days are holidays with pay:

- Birthday
- New Year's Day
- MLK Day
- Good Friday

Memorial Day
Juneteenth Day
Independence Day
Labor Day
Thanksgiving and Black Friday
Christmas and Christmas Eve

To the extent the State observes such holidays, the City will schedule the holidays on the same day the holidays are observed by the State.

7.2 Birthday Holiday

Each calendar year an employee is entitled to 8 hours off for the employee's birthday. The employee is not required to take these hours on the date of the employee's birthday.

7.3 Weekend Holidays

For day workers, when a holiday falls on a Saturday, the preceding business day shall be considered the holiday; and whenever the holiday falls on Sunday, the following business day shall be considered the holiday, except for employees whose work cycle required them to work Saturday or Sunday. All employees other than day workers shall receive holiday pay for the day of the holiday irrespective of whether the holiday falls on a Saturday or Sunday. "Day workers" refers to employees who consistently work during normal business hours.

7.4 Holiday Pay

Holiday pay shall be eight hours of the employee's base rate of pay.

7.5 Holiday Premium Pay

If an employee is required to work on a paid holiday, the employee shall, in addition to holiday pay, receive, one and one-half the employee's regular rate of pay for

such hours worked (i.e., a total of two and one-half times the employee's regular rate of pay for such hours worked).

7.6 Limitation on Right to Receive Holiday Pay

In order to receive holiday pay, the employee must have worked the last scheduled work day prior to and the next scheduled workday following the holiday if work is available. Holiday pay will be provided if any such absence is due to an approved leave granted by the City.

7.7 Failure to Report if Assigned to Work on Holiday

An employee who is assigned to work on a holiday and fails to report and perform such work for any reason other than a reason covered by an approved leave, shall not receive pay for the holiday.

ARTICLE 8 - VACATIONS

8.1 Eligibility for Vacation

All employees who have completed the required service shall be entitled to vacation with pay.

8.1.1

Employees hired prior to July 1 in a calendar year will, following 6 months of employment, be eligible for 40 hours of vacation before December 31 in the calendar year in which such an employee is hired. Such employees may carry over the 40 hours vacation into the next calendar year. Employees hired after July 1 in a calendar year will not be eligible for any vacation until the next calendar year, and until after 6 months of employment.

8.1.2

On January 1 each calendar year employees receive their vacation allowance. Should an anniversary year occur within the calendar year resulting in additional

vacation hours, such vacation hours will be credited to the employee effective on January 1.

8.2 Scheduling

Vacations must be taken in the year they are earned. Vacation which is not taken in the years earned will be lost unless accumulation is permitted by Sections 8.1.1, 8.4 or the City Manager permits vacation hours to be carried over.

8.3 Length of Vacation

An employee's anniversary date is the date used to determine years of service for vacation period changes. Vacations are earned annually as of January 1, including the first, fifth, tenth, and fifteenth year. These specified years of service are when an employee becomes eligible for vacation or additional hours of vacation.

YEARS OF SERVICE	VACATION PERIOD
Less than 5	80 hours
5 but less than 10	120 hours
10 but less than 15	160 hours
15 or more than 20	200 hours

8.4 Accumulation (carry over) of Vacation Time

Employees not able to use all of their vacation days in the year earned/accrued, he/she may carry over unused hours into the subsequent year according to the table below.

YEARS OF SERVICE	MAXIMUM HOURS ACCUMULATED
5 but less than 10	40 hours
10 but less than 20	80 hours
20 but less than 25	120 hours
25 but less than 30	160 hours
30 or more	200 hours

8.4.1 In the event of an emergency (i.e., a sudden, unexpected event) or a personnel shortage due to unforeseen circumstances, vacations may be delayed by the request of the Chief of Police or designee. Those vacations will be promptly rescheduled at a mutually agreeable time. If an employee's vacation is cancelled and the employee is unable to reschedule prior to the end of the calendar year, the employee may carry over the cancelled vacation time in excess of the maximum accumulation totals. If an employee's vacation is cancelled, the same vacation days shall not be given to another employee, without first offering the vacation days to the employee who suffered the cancellation of vacation days, unless there are extenuating circumstances, such as an employee's need to care for a member of the employee's immediate family. Except in the case of an emergency (i.e. a sudden, unexpected event), a minimum of 2 weeks advance notice shall be provided if an employee's vacation days are cancelled.

8.5 **Vacation Pay and Illness During Vacation**

The pay for vacation shall be at the employee's current rate. Vacation pay may be drawn in advance by notifying the Chief one pay period before actual leave, and submitting regular payroll forms. Employees must immediately notify the Chief, or in his absence the City Manager, of any injuries or illness suffered during vacation. Once a vacation period of 40 hours has started it will be considered vacation, but the following 40 hour vacation period may be rescheduled. Under rescheduling, the employee must follow medical leave guidelines.

8.6 Vacation Schedules

The Chief shall schedule vacation leave with regard to the operating requirements of the department, seniority of employees, and the requests of employees insofar as the latter is possible. The scheduling of vacation periods is always subject to change at the discretion of the Chief in order to provide essential services.

8.7 Termination and Vacation Pay

Unused earned vacation time at the termination of employment will be paid for at the employee's most recent hourly rate.

8.8 Vacation Leave Records

Individual records of vacation leave credit and use shall be maintained by the City.

ARTICLE 9 - MEDICAL LEAVE

9.1 Eligibility

Full time employees shall be eligible for sick leave. The City reserves the right to review annual sick leave records. Employees exceeding the overall employment average for lost time related to sick leave may be interviewed in cases where there is a questionable pattern of absences.

9.2 Verification of Illness

If an employee is absent 3 consecutive days, and/or is absent three times in a calendar year (whether or not such absences are consecutive), such an employee must provide verification of illness from the employee's physician.

9.3 Medical Leave

An employee shall receive regular base wages for a period not to exceed an aggregate of 10 weeks during a calendar year. If an employee uses 10 weeks of

medical leave during a calendar year, such an employee is entitled to 2/3 of regular base pay for a maximum of 16 additional weeks of medical leave.

9.4 Workers' Compensation Claim

If an employee suffers a work-related injury and is receiving workers' compensation, the City will pay an amount equal to the difference between workers' compensation benefits and full salary for 26 weeks.

9.5 Light Duty

Light-duty service is available to all employees, regardless of normal job assignment, who receive a physician release for light-duty service. Such an employee should be able to work a minimum of 1/2 of the normal daily scheduled work hours for a maximum of 8 weeks. Light-duty hours are included in the calculation of the employee's use of the employee's short-term or long-term medical leave. Such an employee may return to full time employment performing the employee's regular assigned tasks when the employee provides certification from the employee's physician stating the employee may perform the employee's regular assigned tasks.

9.6 Return to Work

An employee who exhausts short-term and long-term medical leave must return to full time employment for one year of uninterrupted service, excluding vacation and holidays, to be eligible for renewed short term and long term medical leave.

ARTICLE 10 - FAMILY MEDICAL LEAVE

The City shall provide unpaid leave pursuant to the provisions of the Family Medical Leave Act ("FMLA"), including all applicable FMLA regulations. In calculating the

entitlement to FMLA leave (12 weeks during a 12 month period), the 12 month period is a rolling 12 month period measured backward from the date leave is used by an employee.

ARTICLE 11 - SPECIAL LEAVES

The following special leaves shall be considered by the City Manager:

11.1 Military Leave and Guard Leave

The City will provide unpaid military leave as necessary in compliance with all applicable state and federal laws and regulations, including the Uniformed Services Employment and Reemployment Act of 1994, as well as applicable state law which protects job rights and benefits for veterans and members of the reserves.

11.2 Maternity/Paternity Leave

Employment policies or practices involving the commencement and duration of leave, the availability of extensions, the accrual of benefits and payment apply to a disability due to pregnancy, childbirth or related medical conditions in the same manner such policies and practices apply to other disabilities. The FMLA policy shall also apply to the extent there is a serious health condition due to pregnancy, childbirth, or related medical conditions. In addition, the FMLA policy applies to leave to care for a newborn child, and placement with the employee of a son or daughter for adoption or foster care.

11.3 Bereavement Leave - Payment for Absence Due to Death-In-Family

11.3.1

An employee who is excused from work because of death in his immediate family shall be paid his regular rate of pay for his scheduled working hours excused for up to 24 hours starting on the day of death and ending on the day after the funeral. The day of death begins upon the death of the family member and the first day is counted

if an employee has not reported for his scheduled working hours. Should the death occur while an employee is working, then the next calendar day is the first day. The pay rate is based on regular hourly base pay with no overtime permitted.

11.3.2 A member of the employee's immediate family shall be limited for the above purpose to parents (father or mother, step-parents, or foster parents), husband or wife, brother or sister (half-brother or half-sister), son or daughter (step-son, step-daughter or legally adopted children), mother-in-law, father-in-law, grandparent or grandchild.

11.3.3 An employee who is excused from work to attend the funeral of his son-in-law, daughter-in-law, brother-in-law or sister-in-law shall be paid his regular rate of pay for his scheduled working hours, on the day of the funeral. Brother-in-law and sister-in-law are defined as the spouse of the employee's brother or sister and the brother or sister of the employee's spouse.

11.3.4 Other relatives living regularly in the home of an employee as an established member of his household and whose principal support is received from the employee may also be considered on an individual basis after notifying the employee's supervisor and discussing the case with the Chief.

11.3.5 Payment for absences due to death-in-family will not be made in addition to sick leave payments or holidays which may occur simultaneously.

11.4 Administrative Training Leave

Employees may be granted administrative leave of absence with pay to attend job related training courses, sessions, conferences, or seminars. Requests for leave must be submitted through the Chief to the City Manager for approval. If such a leave is

approved, the employee will be informed as to whether the City will reimburse the employee for reasonable traveling expenses. An employee seeking reimbursement for such expenses must submit expense forms and receipts to the City Manager.

11.5 Personal Leave of Absence

The City Manager may authorize an employee to be absent without pay for personal reasons for a period not to exceed 1 year. An employee seeking such a leave shall submit a request through the Chief to the City Manager, who may grant such leave subject to the approval of Mayor and Council.

11.6 Jury Duty

Employees called for jury duty will be given leave of absence with pay for the duration of their service on the jury.

11.7 Union Leave

Upon reasonable notice, one employee shall be given one day off per year, with pay and without loss of benefits or seniority, to attend policy conventions and seminars.

ARTICLE 12 - DRUG TESTING

12.1 Random Testing

In addition to drug testing of employees due to incident or due to reasonable suspicion, the parties recognize that the City may engage in random drug and alcohol testing of employees. Employees shall be selected by an objective, random method.

12.2 Testing Procedure

The City may use Intoxilyzer tests for alcohol testing administered by persons with the rank of Corporal or above. In conducting the testing authorized by this Article (other than by use of an Intoxilyzer, with respect to which only Article 12.2.7 shall apply) the City shall:

- 12.2.1** Use only a clinical laboratory or hospital facility appropriately licensed and accredited by the National Institute of Drug Abuse (“NIDA”).
- 12.2.2** Use tamper proof containers, have a chain-of-custody procedure involving persons with the rank of Corporal or above, maintain confidentially and preserve specimens for a minimum of twelve (12) months.
- 12.2.3** Collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening and confirmatory test, and a sufficient amount to be set aside and reserved for subsequent testing, if any, requested by the employee.
- 12.2.4** Collect samples in such a manner as to ensure a high degree of security for the sample and freedom from adulteration.
- 12.2.5** Confirm any sample that tests positive in the initial screening by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method providing quantitative data about the detected drug or drug metabolites.
- 12.2.6** Require that, with regard to alcohol testing, there is a positive alcohol test result if the test result shows an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood.

12.2.7 Promptly, upon request, provide each employee tested with a copy of all information and reports received by the City in connection with the testing.

12.2.8 Ensure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

12.2.9 Require that the testing laboratory inform the City that a blood or urine sample is positive only if both the initial and confirmatory test are positive for alcohol or a particular drug. In the event the City obtains information concerning testing or results thereof inconsistent with the provisions of this Article, then such information shall be removed from the employee's personnel file and may not be used by the City for any reason which could adversely affect an employee's employment.

12.3 Prohibited Levels

A positive test result of any detectable amount of a controlled substance is a prohibited level. A positive test result means a finding of the presence of drugs or their metabolite in the sample tested at or above those levels established by the Department of Health and Human Services ("DHHS") at the time the test is made. The following chart of maximum drug levels is included for illustrative purposes only. It is understood that changes in technology and/or the need to detect the presence of other types of drugs may at times necessitate the adoption of new or changed prohibited levels. If there is any difference between the prohibited drug

levels set forth here and those standards established by the DHHS, the existing DHHS standards shall prevail for all drug levels except alcohol. With respect to alcohol, see Article 12.2.6.

	Initial Test Levels	Confirmatory Test Levels
ALCOHOL	.02% Blood Alcohol content	.02% Blood Alcohol content
MARIJUANA METABOLITES	100 ng/ml	15 ng/ml
COCAINE METABOLITES	300 ng/ml	150 ng/ml
OPIATE METABOLITES		
Morphine	300ng/ml	
Codeine	300 ng/ml	
PHENCYCLIDINE	25 ng/ml	25 ng/ml
AMPHETAMINES	1,000 ng/ml	
Amphetamine		500 ng/ml
Methamphetamine		500 ng/ml

ARTICLE 13 - POLITICAL CONSIDERATION

13.1 Political Interference Barred

Employees of the City shall be selected without regard to political consideration.

13.2 Political Activity Prohibited

Employees shall not engage in partisan political activities during their working hours.

ARTICLE 14 - BENEFITS

14.1 Eligible Employees

The City will provide health, vision care, dental care, and life insurance to all regular full-time employees.

14.2 Health Insurance

The City shall maintain the medical and prescription drug plan presently provided by the City as described in the plan document and summary plan description with an effective date of 6/1/2003 and restated date of 8/1/2017 entitled “Health Care Plan of the City of Seaford.”

14.3 Change in Providers

The City reserves the right to change insurance carriers so long as the coverage provided to employees is substantially the same.

14.4 Plan Renewal

The City and the Union recognize the importance of providing employees access to cost effective, quality health care and other insurance coverage. Both the City and the Union share a mutual interest in addressing cost containment features and benefits that ensure quality but also address increasing costs. City management reviews the coverage and costs annually to foster competition among prospective vendors and to explore the possibility of any changes in coverage due to any federal or state law or regulation changes. During this renewal process the City shall consult with the Union representatives and other City employees. City management will make a recommendation to the Mayor and Council. Any such recommendation shall satisfy the following criteria: The coverage provided to employees shall substantially remain the same and the cost share to the employee shall remain the same, except to the extent change in coverage and/or cost allocation is necessary in order to offset dramatic increases in the cost of coverage (i.e., in excess of 5% from one year to the next), or a majority of employees vote to approve any change.

14.5 The Preventive Health Plan

The City shall have no obligation to continue the Preventive Health Plan beyond the expiration date of this Agreement if the Plan is eliminated for other City employees.

14.6 Life Insurance, Accident, Death and Dismemberment

The City shall provide all full-time employees with the basic term life, accident, death and dismemberment insurance described in the City's Summary Plan Description. The amount of the basic death benefit is in an amount equal to two (2) times an employee's annual, base salary up to a maximum of \$200,000. A private carrier is engaged to provide such coverage. Each employee is to receive a booklet regarding such coverage. All inquiries should be directed to the Director of Human Resources.

14.7 Liability Insurance

The City will continue to maintain, at current levels of coverage, professional liability insurance coverage for all employees.

14.8 Blood Bank

The City shall make available to each employee the option of joining, at the employee's expense, the Blood Bank of Delaware Group Plan.

14.9 Credit Union

The City shall make available to employees the option of becoming a member of the Del One Federal Credit Union.

14.10 Workers Compensation

The City shall provide workers' compensation as required by law. All injuries must be reported immediately to the Chief, or in the Chief's absence to your supervisor. All reports must be promptly filed to validate claims.

14.11 Unemployment Compensation Insurance

All employees shall be covered by the State of Delaware Unemployment Insurance Act.

14.12 Educational Assistance

14.12.1 Eligibility

All members of the bargaining unit are eligible to participate in this program. The program is not intended to: a) subsidize programs sponsored by the City but funded by a third party; b) apply to conferences or other job related training scheduled by the Department.

14.12.2 Procedure

- a. Employees must submit requests for job related educational assistance prior to the start of the course(s). The request shall be forwarded to the Chief for consideration. The employee will be notified within 10 days, whether the request is approved.
- b. An employee receiving educational assistance from the City will be required to sign a training agreement requiring the pro rata reimbursement of assistance received if the employee voluntarily leaves City employment, or is terminated for cause, within one year of completion of the course(s).

- c. An employee approved for educational assistance is eligible for reimbursement for tuition, registration fees, and books.
 - d. Upon satisfactory completion of course(s), a copy of the employee's final grade(s), together with a copy of the fees paid shall be submitted to City.
- The City will reimburse the employee within 10 work days.

14.13 Pension

Effective July 1, 2008, both of the City's Police Pension Plans will be closed, and employees will be placed in the Delaware County and Municipal Police/Firefighters Pension Plan. The City will buy-in up to 25 years of service. Each employee will thereafter contribute the percentage of pay mandated by the State, and the City will make the contribution required by the State.

14.14 Mandatory Retirement

Effective upon the expiration of this Agreement, and thereafter, employees shall be required to retire after attaining age 62. Retirement shall occur no later than 60 days following the 62nd birthday of an employee.

14.15 Clothing Allowance

Detectives shall receive an annual clothing allowance of \$500. Employees seeking reimbursement for such expenses must provide the City clothing receipts. An employee assigned as detective for more than 30 consecutive days shall receive an amount equal to 1/12 of the allowance per each month of service as a detective.

14.16 Uniforms and Equipment

The City shall continue to furnish and maintain (including tailoring, dry cleaning, and laundering) uniforms and equipment. The cost of maintaining and furnishing

uniforms and equipment shall be approved by the Chief and paid by the City. The City agrees to provide shoes to replace worn or damaged shoes.

14.17 Bulletin Board

The City shall provide the Union a bulletin board located in the Department. Such bulletin board shall be for the exclusive use of the Union, and its use shall be limited to Union business, and other notices which are not demeaning to the City, its employees, or elected officials. Further, they shall allow the Union to meet in meeting rooms of the City if notice is given, and a meeting room is available.

14.17.1 The City shall not deny reasonable access to the Union Representatives as long as the Chief of Police or designee has been notified.

14.18 Incorporating More Liberal Benefits

If, during the term of this Agreement, the City provides a police officer (i.e., any sworn officer employed by the City) a fringe benefit (i.e., the fringe benefits listed in Articles 7, 8 and 14) which is more liberal than the City is required to provide pursuant to this Article, all police officers shall receive the more liberal fringe benefit.

ARTICLE 15 - PHYSICAL FITNESS

15.1 Physical Fitness Program

The fitness program is designed to be mandatory and non-punitive to enable police officers to develop and maintain an appropriate level of fitness to safely perform their assigned functions and live a healthy life by reducing the probability and severity of injuries and illnesses. Physical fitness evaluations will determine levels of health and wellness and will be used to develop recommendations for improving

overall fitness. Personnel are expected to make a good faith effort to improve his/her overall fitness by participating in this mandatory program. Nothing in this program shall be deemed inconsistent with the requirement that police department personnel be physically fit to perform the essential functions of their job.

Employees shall participate in a mandatory physical fitness program as managed through Department Policy that shall not serve to eliminate or penalize employees who can otherwise perform the essential functions of their job. Components of the program may include: confidential medical evaluations, physical fitness/agility tests, cardiovascular and/or strength training, opportunities to use equipment and facilities, access to exercise specialists and peer trainers, fitness evaluations of aerobic and anaerobic capacities, flexibility, muscular strength and muscular endurance, fitness self-assessment and tailored exercise programs.

ARTICLE 16 - MAINTENANCE OF STANDARDS

The City agrees that, except to the extent the parties agree otherwise and reduce such agreement to writing, terms and conditions of employment relating to any mandatory subject of bargaining shall be maintained at the standards in effect at the time of signing this Agreement. Such terms and conditions of employment shall be improved to the extent specific provisions for improvement are set forth in this Agreement. This Section is not intended to diminish the City's authority under Article 2, Management Rights.

ARTICLE 17 - RE-EMPLOYMENT

17.1 Applicants who were previously employed by the City will be evaluated based on qualifications, experience, and ability for the vacancy. The City may place such an applicant in a grade above entry level.

- 17.2** An applicant re-employed will, following one year of satisfactory, uninterrupted service, receive credit for total years of City employment for purposes of determining seniority, vacation entitlement and pension benefits.

ARTICLE 18 - SALARY

- 18.1** The salary schedules for 07/01/2020 - 06/30/2021; 07/01/2021 - 06/30/2022; and 07/01/2022 - 06/30/2023 are attached. The salary increases for 07/01/2020 - 06/30/2021, and 07/01/2021 through the date of ratification shall be retroactive to 01/01/2021 on base pay, and in order to be eligible to receive retroactive pay the employee must be employed by the City on the date this Agreement is ratified by the Union.
- 18.2** The rank of Senior Corporal ("Sr. Cpl.") shall be created effective July 1, 2015. These positions shall be filled through the promotional testing process set forth in the Written Directives.
- 18.3** The work period shall be from Monday to Sunday.
- 18.4** The work period for patrol officers, including those assigned to temporary duty, shall be 80 hours in a two week period, and the pay period shall be every two weeks. The work period for non-patrol officers shall be 40 hours in a week and the pay period shall be weekly.
- 18.5** Employees are paid on Thursday following the last day of the work period. If a regular pay day falls on a holiday, employees are paid on the last scheduled working day prior to the holiday.

ARTICLE 19 - JOB STEWARDS

- 19.1** There shall be 1 Steward and 1 Alternate Steward.
- 19.2** The City recognizes the right of the Union to designate one employee to act as Job Steward and an employee to act as an Alternate Job Steward. The Union will advise the City in writing of the name of the Job Steward and Alternate Job Steward by filing such a list with the Chief prior to the Job Steward and Alternate Job Steward assuming duties. The term "Job Steward" as used in this Agreement shall mean an employee designated by the Union to investigate grievances and represent employee at grievance hearings and other employee representation as outlined in this Agreement. The Alternate Job Steward shall act as the Job Steward when the Job Steward is absent or unavailable.
- 19.3** Job Stewards may investigate or process grievances during work time with the permission of the Chief. The Job Steward granted such time will in no way interfere with the operation of the Department.
- 19.4** Stewards who investigate grievances during work time shall not use excessive time in doing so. Nor shall they make an unreasonable request for the time of other employees while these employees are on duty.
- 19.5** The City shall make available time off from work with pay for the Job Steward or Alternate Job Steward designated by the Union's President to take part in the following activities:
1. Contract Negotiations.
 2. Grievance/Complaint Proceedings and Hearings.
 3. Disciplinary Procedures.

4. Representation of employee(s) at grievance or disciplinary proceedings.
5. P.E.R.B. Proceedings; and
6. Contract Related Court Proceedings.

The Job Steward shall be released from duty by the Chief. If the designated Steward is unable to attend for any reason, the Union may have an alternate member released from duty during the required time. Under no circumstances shall the City be obligated to compensate the Job Steward or Alternate Job Steward for any of the activities described in Article 19 if the Job Steward or Alternate Job Steward engage in such activities at a time when they are not scheduled to work.

19.6 With notice to the City Manager or Chief, a representative of the Union shall have reasonable access to City's premises for the purpose of conferring with City and with Stewards.

While permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the safe and efficient operation of the Department.

19.7 Stewards shall be allowed to use City computers, typewriters, telephones, copy machines, or other office equipment provided they are acting in their official capacities as provided for in Article 19 of the Labor Agreement. Any disputes arising from this letter of understanding are subject to the grievance procedure as outlined in the labor agreement.

ARTICLE 20 – SENIORITY & LAYOFF/RECALL

- 20.1** As used in this Agreement, the term “seniority” shall mean an employee’s length of continuous service with the Department. No employee shall acquire seniority until completing the probationary period. Upon completion of the probationary period, an employee shall accrue seniority from the most recent date of hire.
- 20.2** An employee appointed to a higher rank must serve a probationary period of six (6) months during which time the individual must meet the requirements of the new rank as established by the Department. Failure to meet the requirements will subject the individual to reduction to their former rank.
- 20.3** If an employee accepts a promotion or transfer to a non-bargaining unit position (within the City), such an employee’s Department and rank seniority shall cease to accrue after the probationary period required for the new position has been attained. If the employee subsequently returns to a bargaining unit position, the employee’s Department and rank seniority shall again commence on the first day the employee returns to the bargaining unit. No employee shall gain seniority in the bargaining unit while working in a position for the City, outside of the bargaining unit, except as noted above.
- 20.4** Seniority will continue to accrue during all types of leave except for unpaid administrative leaves extending beyond 90 days.
- 20.5** Seniority shall be used for, but not limited to, the following:
Lay-off and Recall.
- 20.6** The City shall maintain and furnish the Union a seniority roster (based on date of hire with the Department) when updated, but in all events on at least an annual

basis. At the same time the seniority roster is furnished to the Union, the roster shall also be posted on the Union bulletin board. Employees who wish to appeal their hire date or placement on the seniority roster must do so in writing to the Chief within 30 days of the date the roster is posted.

20.7 Layoff: The City in its discretion shall determine whether reductions in rank and/or layoffs are necessary. The City shall give an employee at least a 14 day notice prior to the effective date of any layoff. A copy of any notice of lay off shall be mailed to the Union.

20.8 Reductions in rank, when necessary, shall begin in the higher ranks with the least senior person being set back one rank, should there be no vacancies in that lower rank the process will be repeated until the authorized number is achieved at each rank. Layoffs, if necessary, shall begin with those employees having the least seniority in the Department. This seniority shall be based on the employees' years of service. If two or more employees have the same start date, the least senior will be the employee with the highest identification number.

20.9 Recall: Employees who have been laid off shall have recall rights for two years from the date of their layoff, in the inverse order of the layoff.

20.10 An employee who is recalled to work shall have the recall notice sent to the employee's last known address by certified mail and shall have seven (7) calendar days from the receipt of such notification, in which to notify the City of his or her intention to return to work. Such an employee shall return to work within fourteen (14) days of receipt of notification or the employee will forfeit seniority.

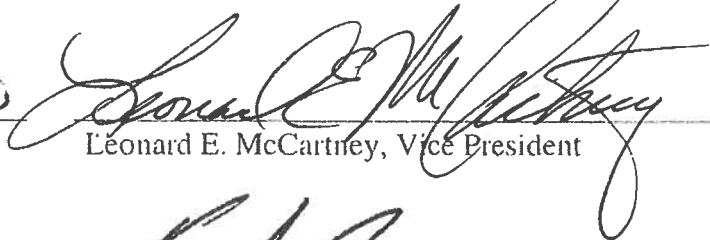
The parties have executed this Agreement this 14th day of September, 2021

FOR THE CITY OF SEAFORD:

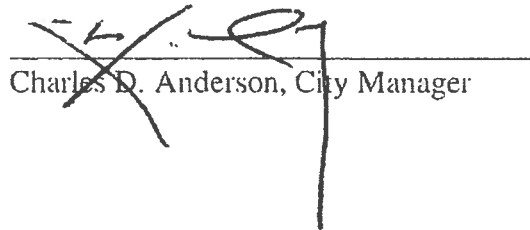
FOR THE GENERAL TEAMSTERS LOCAL 326:



David Genshaw, Mayor



Leonard E. McCartney, Vice President



Charles D. Anderson, City Manager



Kyle Linville, Job Steward