

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
June 13, 2023
SEAFORD CITY HALL - 414 HIGH STREET

The meeting will be streamed via live feed.

To view a live meeting visit one of the links below:

- On our website: www.seafordde.com/meetinglivefeed
- On Facebook: www.Facebook.com/cityofseaford
- On YouTube: <http://www.youtube.com/c/CityofSeafordDe19973>

To view this meeting agenda and supporting documentation visit our website: www.seafordde.com/meetings_and_agendas

Comments and questions may be emailed to: Councilinfo@seafordde.com

6:00 P.M. – Mayor Genshaw calls the Meeting to Order.

Mayor Genshaw solicits a motion to hold an Executive Session for the purpose of discussing Negotiations.

EXECUTIVE SESSION:

1. Negotiations – Contract discussions.

Mayor Genshaw solicits a motion to adjourn the Executive Session.

Mayor Genshaw reopens the meeting.

Mayor Genshaw solicits a motion to adjourn the Council meeting.

- 7:00 P.M.**
- Mayor Genshaw calls the Regular Meeting to Order.
 - Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to the agenda for this meeting.
 - Approval of minutes of Budget Workshop #1 meeting on May 2, 2023.
 - Approval of minutes of Budget Workshop #2 meeting on May 16, 2023.
 - Approval of minutes of the regular meeting on May 23, 2023.

ALL ITEMS ON THIS AGENDA MAY OR MAY NOT BE VOTED ON.

Mayor Genshaw to announce the recipient of the 2023 Mayors' Right Choice Award.

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June 13, 2023

Katie Hickey Superintendent of Parks and Recreation to introduce Robert Sanger who was recently hired in the Parks Department.

PUBLIC COMMENT:

- 1.

CORRESPONDENCE:

- 1.

NEW BUSINESS:

1. Ms. Desa Burton, Executive Director of Zip Code Wilmington to discuss with the City Council plans for developing workforce training opportunities in Seaford and the Western Sussex County region.
2. Bids - Porta Johns
3. Present for approval revisions to the Employee Handbook Division 9 Pay Plan Rules, Section 2-114 Calculation of Pay, (C) Overtime Work and Standby item # 2, which will increase the Stand-By pay from 12 hours weekly to two hours of straight time pay for each day of on-call duty.
4. Present for approval revisions to the Pay Policy that will increase the Stand-By pay from 12 hours weekly to two hours of straight time pay for each day of on-call duty.
5. Present for approval revisions to the Call-Out and Overtime Guidelines policy that will increase the pay for employees from a minimum of one hour to a minimum of two hours when called in to respond after normal business hours.
6. Present for approval revisions to the Employee Handbook Division 7 Personnel Rules, Section 2-73, that will revise the Work Week hours from 8:00 a.m. until 5:00 p.m. to 7:00 a.m. until 4:00 p.m. Monday through Friday year-round.
7. Present for approval a revision to the City Pension Plan to reduce the mandatory employee contribution from 7% to 5% of current base pay.

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June 13, 2023

8. Present for approval a Cost of Living Adjustment (COLA) for retirees in the City of Seaford General Employee pension plan.
9. Present for approval a Collective Bargaining Agreement between the City of Seaford and the International Brotherhood of Electrical Workers Union 126 to become effective July 1, 2023.

OLD BUSINESS:

1. Present for a second reading revisions to Chapter 14 - Water of the Municipal Code that would revise Section 14.4.3 Derivation of water user charge system to reduce the Equivalent Dwelling Unit (EDU) values from the current 300 Gallons Per Day (GPD) to 250.
2. Present for a second reading revisions to Chapter 11 - Sewers of the Municipal Code that would revise Section 11.7.3 Derivation of sanitary sewer user charge system to reduce the Equivalent Dwelling Unit (EDU) values from the current 300 Gallons Per Day (GPD) to 250 GPD.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. 28th annual Nanticoke Riverfest, Downtown, Seaford, Saturday, July 8th, 9:00 a.m. - 6:00 p.m.
2. City hall and Utility divisions will be closed on June 19, 2023, in observance of the Juneteenth Holiday.

LIAISON REPORTS:

1. Code, Parks and Recreation - Councilman Mike Bradley
2. Police & Fire - Councilman Dan Henderson
3. Administration - Councilman Orlando Holland
4. Electric - Councilman Matt MacCoy
5. Public Works & WWTF - Councilman James King

Mayor Genshaw solicits a motion to adjourn the regular Council meeting.

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June 13, 2023

NOTE: Agenda shall be subject to change to include or delete additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Date Posted: 06/06/2023

Posted by: ASH

NB #2
6-13-23

MEMORANDUM

TO: Charles Anderson, City Manager
FR: Katie Hickey, Supt. of Parks and Recreation
RE: **2023 Porta Johns**
DT: May 31, 2023

The City received bids from two vendors in response to our advertisement for the above referenced services on May 24, 2023. Please see the tabulation of bids received below:

Bidder	2023-2024	2024-2025	2025-2026	TOTAL
Pierson Comfort Group	\$13,600.00	\$13,600.00	\$13,600.00	\$40,800.00
United Rentals	\$27,560.00	\$28,770.00	\$29,470.00	\$85,800.00

It is my recommendation the bid be awarded to the low bidder, Pierson Comfort Group, for a one-year contract with a one-time renewal option for two years.

This service is a budgeted expense in the FY24 Parks Budget.

Should you have any questions, please contact me.

Thank you.

NB#3
6.13.23

Sec. 2-114.

Calculation of Pay

(A) Calculation of Working Hours

The City calculates pay in increments of a quarter of an hour. In order to receive a quarter of an hour's pay, an employee must work a minimum of ten minutes for any given quarter hour. **(Amended by Mayor and Council 2/25/03.)**

(B) Medical Leave Impact on Overtime Pay

An employee who has used medical leave four or more separate times whether it be accounted for as single days or three or more days including days off for workers' compensation leave will be ineligible to receive overtime pay or earn accumulated time (A/T) until they have fulfilled their normal work week of either 40 hours in a pay period or 80 hours in a pay period for patrol police officers. **(Effective: March 23, 2005. Amended by Mayor & Council 03/22/05)**

(C) Overtime Work and Standby

1. Compensation for overtime work shall be at the rate of one and one-half (1-1/2) times the straight hourly rate after performing forty (40) hours during any workweek. An exception is holiday overtime in which the completion of forty (40) hours during the workweek is necessary, but that pay is two and one-half (2-1/2) times regular pay.
2. Standby is from ~~54~~:00 p.m. Monday to ~~54~~:00 p.m. the following Monday for which an employee ~~received twelve hours regular pay~~ shall receive two hours of straight time pay for each day of on-call duty. Standby is not considered part of the regular forty (40) hour workweek. The Department Director is responsible for scheduling the necessary manpower. **(Amended by Mayor and Council 1/24/89.)**

(D) Compensation for Catastrophic and Extraordinary Events

A catastrophic and extraordinary event, for salaried employees, will be incidents where people work beyond a 16-hour day or 55 hour workweek. Elected officials and others will be included if placed on service in the field and worked. Any requests for compensation, which may be in the form of pay or comp time, will be done by recommendation from the City Manager to the Mayor and Council with supporting justification. Compensation will be made for salaried employees to receive one hour for one hour worked and for individuals hired such as elected officials or the public to receive the entry level pay for the job worked at one and one-half

NB#4
6-13-23



Pay Policy

Adopted: 07/01/1982

Amended: 06/13/2023

Purpose:

The purpose of this policy is to standardize the amount of payment compensation employees will receive for stand-by, overtime, and shift employees working a legal holiday, as well as pay for hours worked during a time change due to daylight savings time.

Policy:

Overtime

- Compensation for overtime work shall be at the rate of one and one-half (1-1/2) times the straight hourly rate after performing forty (40) hours during any workweek.
- Overtime is figured in ten (10) minute increments (ex. If an employee's workday ended at 5:00 and they worked until 5:10 then they would receive one quarter hour of overtime pay)
- All overtime must be approved by the employee's supervisor. Employees will be paid for a regular workday unless requested by his/her supervisor to arrive early or stay late.
-
- Overtime will be paid to employees on the following occasions:
 - pre-assigned overtime (council meetings, etc.)
 - Pre-approved overtime at the request of supervisors (request to stay late to finish a project)
 - Workload overtime, approved by supervisor
- ~~The Credit Manager will be paid one hour of overtime per month to compensate for after hours phone calls and paperwork done at home because of customers with disconnected accounts making contact for reconnection. No Longer valid~~

Stand-By

- Standby is from ~~54~~:00 p.m. Monday to ~~54~~:00 p.m. the following Monday for which an employee received ~~two hours of straight time pay for each day of on-call duty. twelve hours regular pay.~~ Standby is not considered part of the regular forty (40) hour workweek. The Department Director is responsible for scheduling the necessary manpower.

Holiday

- Holiday overtime in which the completion of forty (40) hours during the workweek is necessary, pay is two and one-half (2-1/2) times regular pay.
- Holiday pay for non-working employees will be 8 hours regular pay.

Time Change

- During time changes, all shift work personnel shall be paid for actual hours worked, if the time change results in an eleven hour work day, then the employee will be paid for eleven hours. If the time change results in a thirteen hour workday then the employee will receive twelve hours of regular pay and one hour of over time pay.

WWTF Operators with Secondary Small WW Plants Positions

- The City of Seaford recognizes and approves the Seaford WWTF operators having part-time positions at other small wastewater plants.
- The WWTF operator would be required to provide a first response to the Seaford Wastewater treatment plant should a simultaneous response be needed.
- The Seaford WWTF is the operator's primary responsibility
- Should a response be required at the small wastewater plant and Seaford's WWTF Superintendent or City Manager approves the operator responding to the emergency then the operator would be expected to do so without pay from Seaford.

Implementation:

Each employee must punch their own time-card in the time clock at the following times:

1. Arrival at work
2. Out and in for lunch
3. Departure from work
4. Out and in for personal reasons

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Other than arrival and departure from work and lunch, employee must make a notation on time card as to reason for other departures as well as any overtime hours worked and whether they would like to paid in accumulated time or overtime pay.

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NB#5
6-13-23

CALL-OUT & OVERTIME GUIDELINES

5-11-16

Amended 06/13/2023

These guidelines are written to assist the Employee, Supervision, Payroll and Management in the administration of pay for overtime worked.

The City of Seaford will pay a minimum of one-two hours when an Employee is called in by their Supervisor or Seaford Dispatch Center to respond after normal business hours. They may also be called by the on-call person to assist when needed.

In addition, an Employee will be paid at their overtime rate of pay or if on a holiday, at the holiday overtime rate of pay.

An Employee should expect to be paid for hours worked. The City does not expect to pay a minimum call-out hour for each call received from dispatch, the office, co-worker, supervision or management. If an Employee has been called out and receives additional calls for service, they are expected to continue their original call out until all calls have been completed. An Employee is expected to clock out at the completion of all work after checking to see that there are no more calls.

No one can determine the exactness of when calls will be received and the Employee will be dispatched. However, good judgment is to be used by the Employee and the Employer in determining the use of overtime and pay. The City trusts its Employees and Supervision to fairly administer the use of overtime. Overtime is a cost of doing business and has to be budgeted. It is important that each person involved does the right thing for the Employee and the City.

Any dispute between the employee or supervisor regarding the hours recorded or worked will be settled by the City Manager.

Please let HR or Management know if these guidelines are not clear and if you have any recommendations to make them more understandable.

Dolores J. Slatcher Charles Anderson
City Manager

06/13/2023 5-11-16

NB #6
6-13-23

Division 7

Personnel Rules

Sec. 2-72. Coverage of Rules

The provisions of this Division shall apply to both the unclassified and classified services as defined in Division 2.

Sec. 2-73. Work Week

The work week begins 12:01 a.m. Monday through 12:00 p.m. Sunday for day workers. Day workers' hours are from 7:00 a.m. until 4:00 p.m. Monday through Friday.

(Amended by Mayor & Council XX/XX/XX.)

Shift workers and relief workers not working these hours and days shall be scheduled by individual supervisors, or by the City Manager as necessary. The duration of the workweek and the maximum number of breaks shall be determined by the City Manager, with the approval of the Mayor and Council. **(Amended by Mayor & Council 9/25/91.)**

Summer work hours for non-shift workers can be from 7:00 a.m. thru 4:00 p.m., Monday thru Friday for day workers. These hours can be adjusted from May 1st through September 30th.
(Adopted Mayor and Council 7/28/92 and Amended 05/11/2021.)

Sec. 2-74. Part-time Employment

Part-time employment shall include all seasonal employees and temporary employees that are covered in the excluded service as defined in Division 2.

Sec. 2-75. Control over Part-Time Work

Part-time work shall be performed only according to a schedule established by the Director and approved by the City Manager, as it may be required to accomplish the assigned functions of the department. Mayor and Council shall govern the compensation of part-time employment and approved wage and salary budgets for each department concerned.

Sec. 2-76. Work Schedule

Work schedules for all departments shall be submitted by the Director to the City Manager for approval. **(Amended by Mayor & Council 2/11/92)**

Memo

To: Mayor & Council

From: June Merritt, Director of Finance & Human Resources

cc: Charles D. Anderson, City Manager

Date: June 9, 2023

Re: Implementation of COLA – General Employee Defined Benefit Pension Plan

On February 14, 2023, Council approved our actuaries, Buck, to perform a COLA study for current retirees and beneficiaries of the City of Seaford General Employee Pension Plan. The last COLA was implemented in March 2007. The COLA will provide additional benefits to each benefit recipient (including survivor), of one percent (1%) for each full year since benefit commencement as of July 1, 2023, up to a maximum of five percent (5%).

The study provides an estimated increase to the July 1, 2023, actuarial accrued liability and contribution along with the amount of additional benefits to be paid annually from the trust.

a. Additional Annual Benefits as of July 1, 2023.	\$ 32,000
b. Increase in Actuarial Accrued Liability as of July 1, 2023.	\$295,100
c. Additional Actuarially Determined Contribution	\$ 30,300

This COLA would help to counteract the effects of inflation on our retirees. Based on the information provided by the actuarial study, I recommend the COLA be implemented as of July 1, 2023. Your consideration of this request is appreciated.



1205 Westlakes Dr.
Suite 290
Berwyn, PA 19312

June 8, 2023

Ms. June Merritt
Director of Finance & Human Resources
The City of Seaford
City Hall – 414 High Street
Seaford, DE 19973

Re: The City of Seaford Pension Plan for General Employees COLA as of July 1, 2023

Dear June:

We have estimated the potential cost of providing a cost-of-living adjustment (COLA) to current benefit recipients as of July 1, 2023. The COLA will provide additional benefits, to each benefit recipient (including survivor), of one percent (1%) for each full year since benefit commencement as of July 1, 2023, up to a maximum of five percent (5%).

The plan provisions and assumptions used for this study are the same as those shown in the July 1, 2022 valuation report. The methods used for this study are the same as those shown in the July 1, 2022 valuation report, except as noted herein. We have previously recommended the Board consider adopting a closed amortization, and each year establishing new bases for gains/losses, assumption changes, COLAs, etc., also on a closed amortization schedule. This would be in compliance with the new Actuarial Standards of Practice No. 4.

The results provided are for information purposes and are not intended to be in favor nor against the proposed COLA.

In order to prepare the results in this letter we have utilized appropriate actuarial models that were developed for this purpose. These models use assumptions about future contingent events along with recognized actuarial approaches to develop the needed results.

The results herein include the estimated increases to the July 1, 2023 actuarial accrued liability and contribution along with the amount of additional benefits to be paid annually from the trust.

General Plan	Rounded to nearest 00
Additional Annual Benefits as of July 1, 2023	\$32,000
Increase in Actuarial Accrued Liability as of July 1, 2023	\$285,100
Additional Actuarially Determined Contribution	\$30,300*

*The Plan's current funding policy uses an open 30-year amortization, which is not in compliance with a reasonable Actuarially Determined Contribution (as defined in the new ASOP 4) for plan changes. We calculated the additional contribution using a closed 15-year amortization, which represents the average remaining lifetime of the benefit recipients.

Future actuarial measurements may differ significantly from current measurements due to plan experience differing from that anticipated by the economic and demographic assumptions, increases or decreases expected as part of the natural operation of the methodology used for these measurements, and changes in plan provisions or applicable law. Because of limited scope, Buck performed no analysis of the potential range of such future differences.

This memorandum was prepared for the purpose of describing the potential impact of providing a COLA to current benefit recipients as of July 1, 2023. Use of this memorandum for any other purpose may not be appropriate and may result in mistaken conclusions due to failure to understand applicable assumptions, methodologies, or inapplicability of the report for that purpose. Because of the risk of misinterpretation of actuarial results, Buck should be asked to review any statement to be made on the basis of results contained in this report. Buck will accept no liability for any such statement made without such prior review.

The undersigned are Members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render any actuarial opinion contained herein.

If you have any questions concerning this information, please let us know.

Respectfully submitted,

Handwritten signature of Jeffrey S. Walton in black ink.

Jeffrey S. Walton, FSA, EA, MAAA
Senior Consultant

Handwritten signature of Jason Fine in black ink.

Jason Fine, ASA, EA, MAAA, FCA
Principal

NB# 8
6-13-23

CITY OF SEAFORD

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cc: Charles D. Anderson, City Manager

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June 8, 2023

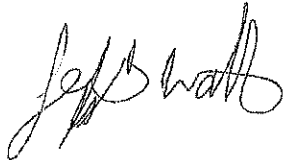
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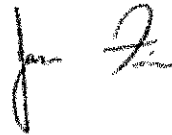
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Respectfully submitted,



Jeffrey S. Walton, FSA, EA, MAAA
Senior Consultant



Jason Fine, ASA, EA, MAAA, FCA
Principal

NB# 9
6.13.23

**City of Seaford
And
International Brotherhood of
Electrical Workers,
Local Union 126**

**Collective Bargaining Agreement
(2023 – 2026)**

Article I - Preamble

Section 1. The Agreement, effective as of this 1st day of July of 2023 by and between the City of Seaford, a Municipal Corporation of the State of Delaware ("City" or "Employer"), and any successors or assigns, should the City cease operation and control of the provision of electrical power, and the International Brotherhood of Electrical Workers, Local Union 126 ("Union").

Article II - Recognition and Job Classifications

Section 1. The City recognizes and acknowledges the Union as the exclusive bargaining representative for all employees in the bargaining unit as defined in Section 2 of this Article.

Section 2. In accordance and with the certification of the Public Employment Relations Board ("PERB") in Representation Petition No. 22-08-1318, dated October 13, 2022, the term "employees" used in this Agreement shall mean employees in the following classifications:

All Full-Time and Regular Part-Time Linemen, Journeyman Leads, Apprentice Linemen, Technical Coordinator(s), and Groundmen employed by the Seaford Electric Department. All other employees, confidential employees, managerial employees, guards, are excluded.

Article III - Union Stewards

Section 1. There shall be one (1) Steward and one (1) Alternate Steward.

Section 2. The City recognizes the right of the Union to designate one (1) employee to act as Steward and one (1) employee to set as an Alternate Steward. The Union will advise the City in writing of the name of the Steward and Alternate Steward assuming duties. The term "Steward" as used in this Agreement shall mean an employee designated by the Union to investigate grievances and represent employees at grievance hearings and other employee representation as outlined in this Agreement.

Section 3. The City Shall grant approval to the Steward for a reasonable, brief, time to investigate or process grievances without loss of pay, provided that it would be impractical or inefficient to do so outside of normal working hours. The Steward shall be granted such time when it will not interfere with the operation of the City. What constitutes "interference" for the purposes of this Section shall be determined by the City, and provided such a determination is not arbitrary or capricious, or in bad faith, shall be reserved to the sound discretion of the City.

Section 4. Stewards who investigate during work time shall not make any unreasonable request for the time of other employees while these employees are on duty. Nor shall they unduly interfere with the other employees' duties in furtherance of the operation of the City. Whether interference is "unduly" is reserved for determination by the City, provided such a determination is not arbitrary or capricious, or in bad faith.

Section 5. The City shall make available time off work with pay for the Steward or Alternate Steward designated by the Union's Business Manager to take part in the following activities:

1. Grievance Proceedings up to Arbitration;
2. Disciplinary Procedures:

The Steward shall be released from duty by his or her supervisor for these activities when it will not interfere with any emergent needs of the City. If the designated Steward is unable to attend for any reason, the Union may have an Alternate Steward released from duty during the required time. Whether such a need is "emergent" is reserved for determination by the City, provided such determination is not arbitrary or capricious, or in bad faith.

Section 6. With notification to the Director of Electric, a representative of the Union shall have reasonable access to the City's premises for the purpose of conferring with the City, affected member(s) and/or with the Stewards. The Union Representative will not interfere with the safe and efficient operation of the City.

Article IV - Dues Deduction

Section 1. The City agrees to make payroll deductions of Union dues and initiation fees, if any, for employees of the bargaining unit who provide written authorization for the City to do so. The amount of such deductions shall be furnished in writing to the Human Resources Director and shall be in uniform amounts. The Union will notify the Human Resources Director at least thirty (30) days in advance of any change in the amount of such deductions.

Section 2. Employees, who provide written authorization to the City, on and after the thirty-first (31st) day of employment or within thirty (30) days of the signing of this agreement, become a member of the Union for collective bargaining and contract administration services rendered by the Union as the requested representative of the employees covered by this agreement.

Section 3. The Union shall indemnify the City and hold it, its employees and officers, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

Section 4. The dues shall be remitted to the designated Financial Secretary of IBEW Local 126 Union, accompanied by a list of employees for whom the deductions have been made, not later than the tenth (10th) day of the month following the month in which the deductions were made. Deductions not withheld from an employee due to an error shall be deducted from the employee's next pay period.

Article V - Union Security

Section 1. All employees who are members of the Union shall pay to the Union, the Union's regular and usual initiation fees and its regular and usual dues. For present employees who become members of the Union, such payments shall commence thirty-one (31) days following the effective

date or the date of execution of this Agreement, whichever is the latter, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Article VI - Management Rights

Section 1. Managerial Prerogatives. Except as expressly modified or restricted by specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, and lay off employees; to set the reasonable standards of productivity (with notice to the Union), the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to use independent contractors to perform work or services so long as there is not an anti-union purpose behind doing so; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to use full and part-time seasonal employees; to expand, reduce, alter, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved service, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the City; to, with reasonable notice, issue, amend and revise policies rules, regulations and practices that do not affect terms and conditions of employment, and to take whatever action is necessary to determine, manage and fulfill the mission of the City and to direct the City's employees. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2. The City of Seaford shall not make a temporary or permanent transfer to any position outside of the bargaining unit for any employee covered under this Agreement, unless said employee applies for a vacancy to said position.

Article VII - Policies and Directives

Section 1. Unless specifically modified by the provisions of this Agreement, bargaining unit employees shall be subject to the Employee handbook and all other adopted policies, directives and procedures of the City as they are currently established. Any future amendments to the Employee Handbook, or to any other policies, directives and procedures of the City which affect the bargaining unit employees' terms and conditions of employment shall be negotiated with the Union, unless it is a change required by state or federal law.

Section 2. The Employee Handbook, and such policies, directives and procedures affecting bargaining unit employees shall be furnished in writing to the Union in advance of implementation.

New policies or changes to existing policies shall be distributed to the employees and the Union. This does not limit supervision's right to issue verbal directives to employees consistent with the Handbook, policies, directives, and procedures, provided that they are also not beyond the scope of the employees' job duties.

Article VIII - Probationary Period

Section 1. The probationary period shall be utilized as an opportunity to observe a new employee's work, to train and aid the new employee in adjusting to their positions, and to terminate any new employee whose work performance does not meet expectations.

Section 2. Duration. The probationary period shall be six (6) months of employment following an original employment or reemployment with the City. The City may extend a probationary period with notice to the Union for up to three (3) months, provided such extension is not done in bad faith, or arbitrarily or capriciously. A newly-hired employee may be terminated at any time, with or without cause, during their probationary period. The City will notify the Union in advance of any work performance issues that could result in discipline of such employees up to and including termination.

Section 3. Promotional Appointments. A probationary period of six (6) months shall be used in conjunction with promotional appointments in the same manner as it is used for original entrance appointments, except that employees who promote out of an existing position to another position will have a period of thirty (30) days to return to their previous position, with no loss of seniority or benefits. An employee who is promoted as outlined in the Progression Plan shall not be demoted during the probationary period without cause.

Section 4. Evaluations. One or more performance evaluations shall be conducted within the first 6 months of employment, and thereafter annually. Employees may be required to complete a self-appraisal as a part of the overall performance review process. Evaluations shall be performed by a City evaluator and shall include input from a City evaluator who has direct and personal knowledge of the employees' work performance. The evaluations shall solely be based on work performance and matters in the personnel files (which shall in this regard be limited to documentary evidence of employee commendation by the City or by members of the public, or by misconduct issues (job related or otherwise)). Before the end of the probationary period, the evaluator completing the evaluation shall indicate in writing to the Director of Electric, City Manager and the Union:

- (a) That he or she has discussed with the employee the employee's accomplishments, failures, strengths, and weaknesses;
- (b) Whether the employee is meeting expectations of the job description;
- (c) Whether the employee should be retained in the position;
- (d) Whether the employee, if a new appointee, should be dismissed;
or

- (e) Whether the employee, if on a probationary period following a promotion should be reinstated in his or her former classification, if a position is available or the employee has not been in the promoted position for at least 30 (thirty) days.

Section 5. Vacation. During the initial or extended probationary period for the newly hired employee, unpaid time off will only be approved for an emergency and must have the approval of the Electric Director.

Section 6. Discipline and Discharge. The discipline or discharge of a newly hired employee who is on an initial or extended probationary period shall not be a violation of this Agreement and such discipline or discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

Article IX - Seniority

Section 1. City seniority is defined as the length of continuous service with the City beginning with the most recent date of hire. An employee's City seniority shall not be reduced by time spent on authorized leave of absence or layoff for less than twelve (12) months.

Section 2. Bargaining unit seniority is defined as the length of continuous service within the bargaining unit beginning with first date of hire into a bargaining unit position. Bargaining unit seniority shall not be reduced by the time spent on authorized leave of absence or layoff for less than twelve (12) months.

Section 3. Upon completion of the initial or extended probationary period for the newly hired employee, he or she shall be credited with City seniority from the date of hire.

Section 4. City and bargaining unit seniority shall be lost for the following reasons:

- (a) Discharge for just cause;
- (b) Resignation or Retirement;
- (c) Layoff or Leave of Absence for more than twelve months;
and
- (d) Failure to return to work on the date specified in a notice of recall.

Section 5. Employees transferred or promoted to positions outside of the bargaining unit shall not lose bargaining unit seniority accumulated prior to their transfer or promotion, provided they return to the bargaining unit within twelve (12) months. Bargaining unit seniority shall not accumulate during employees' absence from the bargaining unit. Employees returning to the bargaining unit within one year shall pick up bargaining unit seniority credited at the time they left the bargaining unit, and thereafter shall be entitled to the same seniority rights as any other employee.

Section 6. Bargaining unit seniority shall be used for layoff and recall. City seniority shall be used for vacation.

Section 7. In making promotions outside of the line of progression from Electric Ground Technician to Electric Journeyman, the City shall give appropriate consideration to the applicant's qualifications, including their record of performance. In the event that two (2) applicants' qualifications are reasonably similar, bargaining unit seniority shall be determinative.

Article X - Grievance Procedure

Section 1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. All grievances filed shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement.

Section 2. An employee who has an issue related to their employment shall first attempt to resolve the issue with the employee's immediate supervisor. In the event the issue cannot be resolved informally through oral discussions with the employee's immediate supervisor, a grievance may be filed.

Step 1. When an employee, or the Union acting on behalf of one or more employee(s) with a grievance, 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 Director of Electric within twenty (20) days of its occurrence or knowledge of the occurrence. The Director of Electric, or the Director of Electric's designee, shall report his decision in writing to the employee and the Union representative within ten (10) days of its presentation.

Step 2. If the decision of the Director of Electric is not satisfactory to the employee, or the Director of Electric fails to answer the grievance within the prescribed time, an appeal must be presented in writing by the Union representative to the City Manager within ten (10) days after the Union 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 Union representative within ten (10) days after receipt of the appeal.

Step 3. If the decision of the City Manager is not satisfactory to the Union, or the City Manager fails to answer the grievance within the prescribed time, an appeal of the decision may be made by 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 Director of Electric and City Manager if applicable. The hearing shall be open to all concerned parties and the Union 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.

Step 4. If the Union is not satisfied with the decision of the Council, they may refer the matter to arbitration with the to the Public Employment Relations Board ("PERB") within 30 days of the decision. The impartial arbitrator shall be selected through and pursuant to the rules of PERB. Either party may select any person to represent it in any arbitration proceeding brought pursuant to this Step. 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.

Section 3. Where the alleged grievance involves a matter of general application impacting on a significantly large number of employees, the Union may initiate a grievance on behalf of the entire group involved. 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 Local Union and shall not thereafter again raise the issue individually.

Section 4. All time periods listed in this grievance procedure may be extended by mutual agreement of the Union and the City.

Article XI - Non-Discrimination

Section 1. In the administration of this Agreement, neither the City nor the Union shall discriminate against any employee in violation of any state or federal law or administrative regulation made pursuant to any such law, or because of that employee's race, color, sex, religion, national origin, genetic information, gender identity and expression, sexual orientation, political

affiliation, age, or union membership, or against qualified individuals with a disability or with a perceived disability.

Section 2. This Article shall be interpreted in accordance with applicable federal and state law.

Section 3. Reasonable Accommodation. In the administration of this Agreement, the City and the Union shall engage in an interactive process in order to provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the City in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Nothing in this subsection will be construed to amend or diminish any of the rights or obligations contained in this Agreement.

Section 4. An arbitrator hearing a grievance that alleges a violation of this Article is authorized to award only reinstatement and/or back pay, with or without interest, and with all benefits the grievant would have received had he/she not been terminated or suspended. The arbitrator shall have no authority to award compensatory, punitive or any monetary damages other than back pay (with or without interest) and benefits. No aggrieved employee under this Article shall be compelled to arbitrate his/her discrimination case to the exclusion of any charge that may be filed with an appropriate state or federal agency.

Article XII - Holidays

Section 1. The City will grant holiday time off to all employees on all legal holidays officially adopted and approved by the City of Seaford each calendar year.

Section 2. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

Section 3. To be eligible for holiday pay, employees must work or be on approved leave the last scheduled day immediately preceding the holiday and the first scheduled day immediately following it.

Section 4. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave, etc.), holiday pay will be provided instead of the time off benefit that would otherwise have applied. Holidays occurring during short-term medical leave will be counted as a sick day on the employee's record, which is included in the 26 calendar weeks allocated.

Section 5. If an eligible employee works on a recognized holiday, he or she will receive holiday pay plus wages at two and one-half times his or her straight-time rate for the hours worked on the holiday.

Section 6. The City will provide to the Union and employees, a list of holidays each year, after approval of the City of Seaford.

Section 7. If an employee is absent from work the day before or after a holiday, holiday pay will not be provided until proof of sickness, or an authorized or approved absence is established to the satisfaction of the Director of Electric or designee.

Section 8. If medical leave occurs during a holiday, the employee will only be paid the holiday pay and not be compensated as medical leave.

Article XIII - Safety and Health

Section 1. The City of Seaford will provide a reasonably safe and healthy work environment for its employees and the general public. City safety leadership includes sponsorship of safety committees, safety orientation for new employees, employee education and relevant health and safety training, provisions for personal protective equipment as appropriate, accident and/or unsafe acts investigations, as well as other directed training opportunities.

Section 2. City employees are expected to:

1. Work in a safe manner at all times.
2. Maintain a reasonable and safe work location, and when work is complete, the site area shall be left in a safe and reasonably maintained location.
3. Be alert for unsafe acts or conditions, correct them or report them immediately to a supervisor.
4. Ask for assistance, every time, when attempting to lift, pull or push heavy objects; lift in a proper manner.
5. Follow the reporting requirements when he/she has been injured or could have been injured on the job.

In addition to drug testing of employees due to accident or due to reasonable suspicion, the parties recognize that employees are required to have a CDL driver's license and are subject to drug and alcohol testing under the guidelines of the Omnibus Transportation Employee Testing Act of 1991 and its amendments. Employees who lose their CDL driving privileges through no fault of their own (not drug or alcohol-related, but instead due to, e.g., being diagnosed with a health condition) that requires care before an employee can be certified or re-certified for a CDL license will not receive any discipline, but will be allowed to use up to the amount of time afforded by the City's short term medical leave benefit to correct their condition to enable them to regain their license. If the short-term medical leave benefit is exhausted and the employee is unable to correct the condition then employment with the City may be terminated, provided such a decision to terminate employment is not arbitrary, capricious, or undertaken in bad faith.

Section 3. Uniforms. City-issued uniforms shall be worn by employees during all work hours. The City will provide all bargaining unit members with high quality, Hi Vis (High Visibility) FR

rated Uniforms, and ensure that proper sizes are available for all employees. It will provide employees with Rubber gloves on a monthly basis to employees, on request and Rubber Sleeves on a bi-monthly basis. Rubber Blankets will be tested on an annual basis, or per OSHA requirements, whichever is more frequent.

Section 4. Tools and Equipment. The City will ensure that all tools and equipment used by members of the bargaining unit will be in proper and safe operating condition, and that all trucks are fully stocked with the necessary tools and equipment. Employees shall report any missing, unsafe or damaged tools and equipment promptly, and the City shall promptly provide safe and functional tools that permit employees to perform assigned duties. The Safety Subcommittee established in Section 6 of this Article shall have the authority to research safer or more efficient tools and equipment and to recommend the purchase of same directly to the City Manager and, if not satisfied, to the City Council.

Section 5. The City shall require that Driver Vehicle Inspection Reports ("DVIR") will be utilized by all employees assigned to perform walk around inspections, consistent with Federal Motor Carrier Safety Regulations.

Section 6. Labor Management Safety Committee. In order to ensure that the above requirements are consistently realized, the City and the Union shall establish a subcommittee to the City-wide safety committee specifically empowered to raise any new or existing issues regarding the Electric Department. The subcommittee shall be composed of two union employees and a member of management (who also may sit on the City-wide safety committee). This subcommittee may meet quarterly. This subcommittee's designee shall be authorized to make recommendations to the Director of Electric and, if not satisfied, directly to the City Manager and, if not satisfied, to the City Council.

- (a) The Subcommittee shall be established within 30 calendar days after the ratification of this Agreement. All subcommittee members shall familiarize themselves with OSHA Regulations Standards-29 CFR Section 1926. The Subcommittee shall be guided by these standards as persuasive but not mandated principles considered (when necessary and feasible) when making requests and recommendations to the Director of Electric, the City Manager, and City Council, as required.

Article XIV - Vacation

Section 1. The City shall provide Vacation Benefits to the same degree and under the same conditions as provided under the City's policy as of the date of the ratification of the Agreement and such Benefits shall continue throughout the term of this Agreement.

Article XV - Sick Leave

Section 1. The City will provide paid sick leave benefits to all regular, full-time employees including probationary employees for periods of temporary absence due to illnesses or injuries to

the same degree and under the same conditions as provided under the City's policy as of the date of the ratification of this Agreement, and such benefits shall continue throughout the term of this Agreement.

Section 2. Employees having major injuries or illness during vacation must report it immediately to their Director or in his absence with the City Manager. Once a vacation week has started it will be considered vacation, but the following week's vacation (when two weeks are taken consecutively) may be rescheduled. Under rescheduling, the employee must follow medical leave guidelines. Single days or partial weeks are not eligible for rescheduling of vacation.

Article XVI - Bereavement Leave

Section 1. The City will provide Bereavement Leave to all regular, full-time employees including probationary employees for absences due to the death of a member of their immediate or extended family to the same degree and under the same conditions provided under the City's policy as existing as of the date of the ratification of this Agreement, and such Benefit shall continue throughout the term of this Agreement.

Section 2. Hours granted as bereavement time shall be counted as hours worked for the purpose of calculating overtime. Employees eligible for bereavement leave due to the death of a member of their immediate or extended family during vacation must report it immediately to their Director or in his absence with the City Manager. Once a vacation week has started it will be considered vacation, but the following week's vacation (when two weeks are taken consecutively) may be rescheduled. Single days or partial weeks are not eligible for rescheduling of vacation.

Article XVII – Work Schedule

Section 1. The normal work week for all employees is forty (40) hours a week. The normal work week shall begin on Monday through Friday from 7:00am to 4:00pm each day.

Section 2. Supervisors will advise all employees of the times their schedules will normally begin and end. Except in the case of emergency, the Employer shall give the affected employees at least twenty-four (24) hours' notice of a change in schedule.

Section 3. The Department will generally allow up to a total of 48 hours per week for the bargaining unit to take off work. Nothing in this provision, however, will prevent the Director of Electric from increasing this number of total hours.

Article XVIII - Overtime

Section 1. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided but no employee will be forced to work any overtime assignment. All overtime work must receive the supervisor's prior authorization.

Section 2. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Section 3. Overtime compensation shall be paid to all nonexempt employees in accordance with federal and state laws.

Section 4. Absent emergency circumstances, failure to work scheduled overtime that the employee had volunteered or explicitly agreed to work, or overtime worked with prior authorization from the supervisor, may result in disciplinary action, up to and including possible discharge.

Article XIX - On Call

Section 1. Employees shall be required to be available for on-call/standby duty when directed. An on-call schedule shall be prepared and distributed in December for the upcoming calendar year. There shall be one employee scheduled for on-call responsibilities each week. The schedule shall distribute on-call responsibilities as evenly as possible. Employees shall be assigned on-call responsibilities for a week at a time.

Section 2. The employee on call/standby shall receive two hours of straight time pay for each day of on-call duty. Time spent on-call shall not be considered as time worked for purposes of determining eligibility for overtime pay.

Section 3. Employees with on-call responsibility shall remain within a 30-mile radius from their assigned reporting facility. Compensation for the employee shall commence from the time the employee clocks in.

Section 4. Employees unable to take their on-call for any part of a day are required to use their best efforts to find a replacement and have that replacement approved by their direct supervisor(s). If a replacement cannot be found by the employee, one will be appointed by the Director of Electric or designee. The replacement will take the on-call for the entire day and receive the on-call hours of straight time for that day, instead of the scheduled employee. No Employee shall be disciplined if they are not scheduled for on call work but are still called out and cannot accept the call out, but may be disciplined if called and the employee does not respond at all to the call out within a reasonable time under his or her particular circumstances.

Article XX- Lunch and Break Periods

Section 1. Lunch break will consist of a one (1) hour unpaid lunch period each normal workday.

Section 2. Each employee is normally entitled to two (2) paid fifteen (15) minute breaks per work day, which shall be taken separately. Breaks are subject to the discretion and approval of the supervisor, depending on, but not limited to, staffing levels, level of work and temporary fluctuations in workload. Break periods must be used as assigned.

Article XXI - Meal Allowance

Section 1. The City shall furnish a hot meal, when possible and seasonally appropriate, and paid time to eat it, to any employee who is requested to and does work more than 10 continuous hours. If overtime work continues past the first meal, a meal will be provided at 5-hour intervals. In the

event the City does not furnish a meal, the City shall reimburse the employee, up to \$15 for any meal purchased and consumed by the Employee, with a copy of an itemized receipt. If conditions are such that food is provided through a volunteer organization or food has to be delivered to the site, the thirty-minute meal break is not given and a meal will not be reimbursed.

Article XXII - Call In

Section 1. An emergency call-in is defined as an unscheduled request made to an employee by an appropriate management official or his or her designee and an automated system for an employee to return to work due to unforeseen or emergency work after such employee has left the building or work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift.

Section 2. An employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two hours, whichever is greater.

Section 3. Time worked as a result of a call-in shall be considered as time worked for purposes of calculating overtime.

Section 4. An employee who is called back to work on a City-observed holiday shall be paid for the time worked or a minimum of two hours, whichever is greater, at the rate of two and one-half (2.5) times their regular rate of pay.

ARTICLE XXIII - Wages and Progression

Section 1. Effective upon the date of the ratification of this Agreement, the hourly wage rates for Bargaining Unit employees shall be as follows:

Classification	*2023	July 1, 2024 - 4%	July 1, 2025 - 4.5%
Electric Technical Coordinator	\$44.25	\$46.02	\$48.09
Electrical Lead Lineman	\$43.08	\$44.80	\$46.82
Electrical Journeyman Lineman	\$39.41	\$40.99	\$42.83
Electrical Lineman Class B	\$34.58	\$35.96	\$37.58
Electrical Lineman Class C	\$30.06	\$31.26	\$32.67
Ground Person	\$24.33	\$25.30	\$26.44

Year 2: Effective July 1, 2024, a general wage increase of 4% for all employees.

Year 3: Effective July 1, 2025, a general wage increase of 4.5% for all employees.

Section 2. Employees shall progress to higher job classifications pursuant to the Electric Line Progression Table as follows:

Electric Line Technician Progression Plan

Electric Ground Technician:

- Expected Time in Position Before Promotion – 12 Months.

Education and Experience Requirements:

- High school diploma or G.E.D. equivalent.
- Valid Class D driver's license or above.
- Complete the VMDAEC groundman training or equivalent.

Additional Advancement Criteria:

- In order to advance beyond the position of Groundman, the employee shall demonstrate to the satisfaction of his supervisors, competency in the relevant job functions outlined in the Electric Groundman job description. Demonstration of competency will include performance observations by supervisors and senior linemen and may involve written, oral or practical testing.

Electric Lineman Class C

- Expected Time in Position Before Promotion – 18 Months.

Education and Experience Requirements:

- High school diploma or G.E.D. equivalent.
- Valid - Class D driver's license or above.
- Complete the VMDAEC LTAP#1, LTAP#2 and all of the associated test or the equivalent.
- A minimum of 6 months experience as a Groundman with the City of Seaford and demonstrated proficiency in all of the skills required of the Groundman is required to be eligible for the Class C Lineman position.

Additional Advancement Criteria:

- In order to advance beyond the position of Class C Lineman, the employee shall demonstrate to the satisfaction of his supervisors, competency in the relevant job functions as outlined in the Electric Lineman C job description. Demonstration of competency and proficiency will include performance observations by supervisors and senior linemen and may involve written, oral or practical testing.

Electric Lineman Class B

- Expected Time in Position Before Promotion – 18 Months.

Education and Experience Requirements:

- High school diploma or G.E.D. equivalent.
- Possess a valid CDL Class A driver's license with air brake endorsement.

- Must complete the VMDAED LTAP#3, LTAP#4 and all of the associated test or equivalent.
- A minimum of 18 months of experience as a Class C Lineman with the City of Seaford and demonstrated proficiency in all of the skills required of the Class C Lineman is required to be eligible for the Class B Lineman.

Additional Advancement Criteria:

- In order to advance beyond the position of Class B Lineman, the employee shall demonstrate to the satisfaction of his supervisors, competency and proficiency in the relevant job functions as outlined in the Electric Lineman B job description. Demonstration of competency and proficiency will include performance observations by supervisors and senior linemen, and may involve written, oral or practical testing.

Electric Journeyman

- Expected Time in Position Before Promotion – 18 Months and promotion availability beyond this position.

Education Requirements:

- High school diploma or G.E.D. equivalent.
- Possess a valid CDL Class A driver's license with air brake endorsement.
- Complete the VMDAEC LTAP#5, LTAP#6 and all of the associated test or equivalent.
- A minimum of 18 months of experience as a Class B Lineman with the City of Seaford and demonstrated proficiency in all of the skills required of the Class B Lineman is required to be eligible for the Journeyman position.

Additional Advancement Criteria:

- In order to maintain the position of Journeyman or advance beyond, the employee shall demonstrate to the satisfaction of his supervisors, competency and proficiency in the relevant job functions outlined in the Electric Journeyman job description. Demonstration of competency and proficiency will include performance observations by supervisors and senior linemen, and may involve written, oral or practical testing.

Electric Lead Journeyman

- Expected Time in Position Before Promotion – Depends on promotion availability beyond this position.

Education Requirements:

- High school diploma or G.E.D. equivalent.
- Possess a valid CDL Class A driver's license with air brake endorsement.
- Complete the VMDAEC LTAP#7, LTAP#8 and all of the associated test or the equivalent.

- A minimum of 18 months of experience as a Journeyman with the City of Seaford and demonstrated proficiency in all of the skills required of the Journeyman is required to be eligible for the Lead Journeyman position.

Additional Advancement Criteria:

- In order to maintain the position of Lead Journeyman or advance beyond, the employee shall demonstrate to the satisfaction of his supervisors, competency and proficiency in the relevant job functions outlined in the Electric Lead Journeyman job description. Demonstration of competency and proficiency will include performance observations by supervisors and may involve written, oral or practical testing.

Electric Technical Coordinator

- Expected Time in Position Before Promotion – Depends on promotion availability beyond this position.

Education Requirements:

- Graduation from High School, Hands on experience with metering equipment, and on-going equipment training from suppliers and manufacturers.
- Possess a valid CDL Class A driver's license with air brake endorsement.
- 3 years related experience in transmission & distribution field.
- Complete all Lineman Training Program classes.
- Have attended at least one year of meter school or be willing to attend within 1 year of accepting this position.
- Have attended at least one SCADA training class at QEI (or other approved vendor) or be willing to attend within 1 year of accepting this position.

Additional Advancement Criteria:

- In order to maintain the position of Technical Coordinator or advance beyond, the employee shall demonstrate to the satisfaction of his supervisors, competency and proficiency in the job functions outlined in the Electric Technical Coordinator job description. Demonstration of competency and proficiency will include performance observations by supervisors and may involve written, oral or practical testing.

Article XXIV - Insurance

Section 1. Full-time employees covered under this Agreement shall be provided health insurance, and dental and vision insurance on the same terms and conditions as non-union full-time employees.

Section 2. The City shall provide to full-time employees covered under this Agreement with a short-term medical leave benefit on the same terms and conditions as non-union full-time employees.

Section 3. The City agrees to provide the Union with copies of all employee health insurance plans currently in effect, and provide notice to the Union of any changes in such plans prior to the imposition of such changes.

Article XXV - Pension

Section 1. The City shall provide to full-time employees under this Agreement with a pension benefit on the same terms and conditions as non-union full-time employees of the City with the following modifications:

The mandatory percentage of mandatory employee contribution to the defined benefit plan shall be fixed at 5% of gross pay for all members of the bargaining unit.

Section 2. The City shall provide employees with the Annual Employee Defined Benefit Plan Statement, the Annual Employee Voluntary Savings Plan Statement, and the Annual Valuation Report on an annual basis.

Article XXVI - Severability

Section 1. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

Article XXVII - No Strike / No Lockout

Section 1. The Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the City's operations.

Section 2. The failure or refusal on the part of any individual to comply with the provisions of Section 1 shall be cause for immediate discipline, including discharge.

Article XXVIII - Entire Agreement

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement. The parties further acknowledge that established past practices not specifically referred to herein, and not inconsistent with this Agreement, will be recognized as such. A past practice in one division or department does not necessarily mean a past practice for another division or department. A past practice shall be a consistent and well-known procedure generally accepted as the method for accomplishing a specific activity.

Section 2. Therefore, the parties agree that for the duration of this Agreement, neither party shall be obligated to reopen collective bargaining with respect to any subject or matter referred to, or not referred to herein, unless specifically required to do so by law or by the terms of this Agreement.

Section 3. This Agreement may be amended only by the mutual written agreement of the parties.

Article XXIX - Term of Agreement

Section 1. The terms of this Agreement become effective upon the signing hereof, except where otherwise noted, and the duration of this Agreement shall extend through **June 30, 2026**, and shall continue in effect from year to year thereafter unless amended, modified or terminated in accordance with this Section. In the event that either the Union or the City desire to negotiate a successor agreement, the party desiring to amend this Agreement shall notify the other, in writing by certified mail, between one hundred twenty (120) and one hundred eighty (180) calendar days prior to the expiration date of this Agreement. Such negotiations shall begin no later than ninety days prior to the expiration date of this contract.

Section 2. This Agreement shall not be effective unless and until approved by the IBEW International President and City of Seaford.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this ____ day of _____, 2023.

FOR THE CITY OF SEAFORD:

(Name), David C. Genshaw, Mayor
(Title), City of Seaford

Dated: _____

Charles D. Anderson, City Manager

Dated: _____

FOR THE IBEW LOCAL 126:

Richard Muttik
Business Manager, IBEW Local 126

Dated: _____

NB #6
5/23/23

OB #1
6/13/23

ORDINANCE #2023-05

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 14, of the Municipal Code of Seaford, Delaware relating to "WATER", in the manner following, to wit:

Chapter 14, of the Municipal Code of Seaford, Delaware is hereby amended by amending §14.4.3 Derivation of water user charge system, as shown on the following pages.

-/-/2023	Date of First Reading
-/-/2023	Date of Second Reading & Adoption
-/-/2023	Date of Advertisement
-/-/2023	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

§14.4.3 Derivation of water user charge system.

- A. A user charge system shall be implemented which will result in each water customer being charged his proportionate share of operating and maintaining the water system based upon the usage.
- B. The method for accomplishing an equitable user charge system is to express each customer's usage in terms of an Equivalent Dwelling Unit (EDU.) Each EDU can be used to express the load producing effects on the water distribution system caused by one (1) dwelling place. 1 EDU = ~~300~~250 gallons per day. Equivalent dwelling units (EDU's) shall be determined as outlined below:

1.	House or dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
2.	Dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen and attached to other dwellings or structures:	1 EDU
3.	Apartment with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
4.	Efficiency unit with kitchen, bedroom and living space in one (1) room and one (1) bath:	0.75 EDU
5.	Motel or hotel room without kitchen and with bath:	0.33 EDU
6.	Gas station with one (1) service bay:	2 EDU
7.	Each additional gas station service bay in excess of one (1):	1 EDU
8.	Retail store:	0.10 gallons per day per square foot, (1 EDU per 2,530 000 s.f.) 1 EDU minimum
9.	Laundromat:	250 300 gallons per day per washer, 6 EDU minimum
10.	Office units:	0. 2530 gallons per day per square foot, (1 EDU per 1,000 s.f.) 1 EDU minimum per building
11.	School, public or private.	6 fixture units per 1 EDU,

		1 EDU minimum
12.	Metered (water or sewer) commercial establishments:	1 EDU minimum
13.	Beauty Salon, not attached to owners' residence, two (2) chairs or less:	1 EDU
14.	Beauty Salon, not attached to owners' residence, each additional chair over two (2):	0.25 EDU
15.	Beauty Salon, attached to and formed a part of owners' residence, two (2) chairs or less:	0.5 EDU

16.	Beauty Salon, attached to and formed a part of owners' residence, each additional chair:	0.25 EDU
17.	Barber Shop, three (3) chairs or less:	1.0 EDU
18.	Barber Shop, each additional chair over three (3):	0.33 EDU
19.	Car Wash	
	Self Service	1.0 EDU Per Stall
	Self Service w/ recycling water	0.2 EDU per stall
	Semi-Automatic (mechanical without conveyor)	5.0 EDU per stall
	Semi-Automatic (mechanical without conveyor) w/ water recycling	1.2 EDU per stall
	Automatic with conveyor	33.0 EDU per lane
	Automatic with conveyor w/ water recycling	13.6 EDU per lane
20,19.	Average daily usage information shall be provided to the City by a State of Delaware Licensed Mechanical Engineer. 250300 gallons per day = 1 EDU (1 EDU minimum)	
201.	Irrigation systems:	1.0 EDU (water only)

C. A basic dwelling house shall be considered as:

- One (1) sink: Two (2) fixture units.

2. One (1) toilet: Two (2) fixture units.
3. One (1) lavatory: One (1) fixture unit.
4. One (1) bath or shower: One (1) fixture unit.

D. One (1) equivalent dwelling unit shall be equal to six (6) fixture units. For assessment purposes, fixture units shall be assigned as follows:

1. Sink, one ~~or two~~ compartment: One (1)Two (2) fixture units;
- 1-2. Sink, two compartment: Two (2) fixture units;
- 2-3. Sink, three compartment: Three (3) fixture units;
- 3-4. Washstand or lavatory : One (1) fixture unit;
- 4-5. Toilet: Two (2) fixture units;
- 5-6. Bathtub or shower: One (1) fixture unit;
- 6-7. Mop or service sink: One (1) fixture unit;
- 7-8. Flush urinal: One (1) fixture unit;
- 8-9. Continuous flush urinal: Three (3) fixture units;
- 9-10. Convenience outlet : One (1) fixture unit;
- 10-11. Domestic dishwasher: One (1) fixture unit;
- 11-12. Commercial dishwasher: Three (3) fixture units;
- 12-13. Drinking fountain: One (1) fixture unit;
- 13-14. Garbage disposal: One (1) fixture unit;
- 14-15. Washing machine (residential);One (1) fixture unit;
- 15-16. Floor/Trench Drains-sinks-for-multiple-drip-lines: _____ One (1) fixture unit.

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E. The following establishments shall be assigned equivalent dwelling units as multiples of a basic dwelling house having an assignment of one (1) equivalent dwelling unit based upon the foregoing number of fixture units per fixture in the building. A minimum of one (1) equivalent dwelling unit will be assigned.

1. Drive-in food service: 1 EDU + (total Fixture Units /6 FU per 1 EDU)
2. Delicatessen-retail and take-out: 1 EDU + (total Fixture Units /6 FU per 1 EDU)

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3. Bars and lounges with no food service (include outdoor seating): 1 EDU/10050 seats + (total Fixture Units /6 FU per 1 EDU)
4. Restaurants and eating places including combination eat-in and take-out eating places with bar(s) (including outdoor seating): 1 EDU/50 seats + (total Fixture Units /6 FU per 1 EDU)

5. Gas station with no service bay: Total Fixture Units /6 FU per 1 EDU; 1 EDU Min.
6. Car Dealerships: 1EDU/3,000 sq.ft. + (total Fixture Units /6 per 1 EDU)
7. General Workshop for any trade: Total Fixture Units /6 FU per 1 EDU; 1 EDU min.
8. Funeral Home: Total Fixture Units /6 FU per 1 EDU; 1 EDU min.
9. Grocery Stores: 1 EDU + (Total Fixture Units /6 FU per 1 EDU)
10. Convenience Stores: 1 EDU + (Total Fixture Units /6 FU per 1 EDU)
- 5.11. Theaters: 1 EDU/ 60 Seats

- F. Equivalent dwelling units will be assigned to establishments not covered in §14.4.3 (B) or §14.4.3 (E), either on a fixture unit or metered use basis.
- G. If two or more dwellings, apartment, stores, offices or industrial units are connected through a single water service, or if two or more families use separate cooking and/or toilet facilities in a single dwelling, the water rent payable under the foregoing shall be computed as though each such dwelling, apartment, store, office, or industrial unit and each such family were a separate property or user with a separate connection to the water.
- H. In the event that the City of Seaford is not provided, upon request, with accurate information, including supporting documentation, to determine the number of fixtures or such other data as may be necessary to determine a user classification or rate, the City of Seaford's estimate or determination thereof shall be conclusive.
- I. The City of Seaford reserves the right to change Equivalent Dwelling Unit values from time to time, or add or delete property classifications, and in cases of dispute, to determine the proper classifications of a given property.

Each user of the water facilities will be notified annually of effective user charge rates.

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1057
5/23/23
OB #2

ORDINANCE #2023-04

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 11, of the Municipal Code of Seaford, Delaware relating to "SEWERS", in the manner following, to wit:

Chapter 11, of the Municipal Code of Seaford, Delaware is hereby amended by amending §11.7.3 Derivation of sanitary sewer user charge system, as shown on the following pages.

-/-/2023	Date of First Reading
-/-/2023	Date of Second Reading & Adoption
-/-/2023	Date of Advertisement
-/-/2023	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

§11.7.3 Derivation of sanitary sewer user charge system.

- A. The user charge system will result in each sewer customer being charged his proportionate share of operating and maintaining the treatment system based upon the contribution (both volume and pollutional matter) to the system.
- B. All wastewater discharged into the system is characterized as domestic. Thus, all users pollutional loadings are basically equivalent, relative to biochemical oxygen demand, suspended solids and other parameters.
- C. The method for accomplishing an equitable user charge system is to express each customer's contribution in terms of an Equivalent Dwelling Unit (EDU.) Each EDU can be used to express the load producing effects on the sewerage system caused by one (1) dwelling place. 1 EDU = ~~300~~250 gallons per day. Equivalent dwelling units (EDU's) shall be determined as outlined below:

1.	House or dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
2.	Dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen and attached to other dwellings or structures:	1 EDU
3.	Apartment with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
4.	Efficiency unit with kitchen, bedroom and living space in one (1) room and one (1) bath:	0.75 EDU
5.	Motel or hotel room without kitchen and with bath:	0.33 EDU
6.	Gas station with one (1) service bay:	2 EDU
7.	Each additional gas station service bay in excess of one (1):	1 EDU
8.	Retail store:	0.10 gallons per day per square foot, (1 EDU per 2,500 3,000 s.f.) 1 EDU minimum
9.	Laundromat:	250 300 gallons per day per washer, 6 EDU minimum
10.	Office units:	0. 25 30 gallons per day per square foot,

		(1 EDU per 1,000 s.f.) 1 EDU minimum per building
11.	School, public or private:	6 fixture unit per 1 EDU. 1 EDU minimum per building
12.	Metered (water or sewer) commercial establishments:	1 EDU minimum
13.	Beauty Salon, not attached to owners' residence, two (2) chairs or less:	1 EDU
14.	Beauty Salon, not attached to owners' residence, each additional chair over two (2):	0.25 EDU
15.	Beauty Salon, attached to and formed a part of owners' residence, two (2) chairs or less:	0.5 EDU

16.	Beauty Salon, attached to and formed a part of owners' residence, each additional chair:	0.25 EDU
17.	Barber Shop, three (3) chairs or less:	1.0 EDU
18.	Barber Shop, each additional chair over three (3):	0.33 EDU
19.	Car Wash	
	Self Service	1.0 EDU Per Stall
	Self Service w/ recycling water	0.2 EDU per stall
	Semi-Automatic (mechanical without conveyor)	5.0 EDU per stall
	Semi-Automatic (mechanical without conveyor) w/ water recycling	1.2 EDU per stall
	Automatic with conveyor	33.0 EDU per lane
	Automatic with conveyor w/ water recycling	13.6 EDU per lane
19.	Average daily usage information shall be provided to the City by a State of Delaware Licensed Mechanical Engineer. 250 300 gallons per day = 1 EDU (1 EDU minimum)	

D. A basic dwelling house shall be considered as:

- One (1) sink: Two (2) fixture units.

2. One (1) toilet: Two (2) fixture units.

3. One (1) lavatory: One (1) fixture unit.

4. One (1) bath or shower: One (1) fixture unit.

E. One (1) equivalent dwelling unit shall be equal to six (6) fixture units. For assessment purposes, fixture units shall be assigned as follows:

1. Sink, one compartment: One (1) fixture units;

2. Sink, two compartment: Two (2) fixture units;

3. Sink, three compartment: Three (3) fixture units;

4. Washstand or lavatory : One (1) fixture unit;

5. Toilet: Two (2) fixture units;

6. Bathtub or shower: One (1) fixture unit;

7. Mop or service sink: One (1) fixture unit;

8. Flush urinal: One (1) fixture unit;

9. Continuous flush urinal: Three (3) fixture units;

10. Convenience outlet: One (1) fixture unit;

11. Domestic dishwasher: One (1) fixture unit;

12. Commercial dishwasher: Three (3) fixture units;

13. Drinking fountain: One (1) fixture unit;

14. Garbage disposal: One (1) fixture unit;

15. Washing machine (residential): One (1) fixture unit;

16. Floor/Trench Drains: One (1) fixture unit.

1. Sink, one or two compartment: Two (2) fixture units;

2. Sink, three compartment: Three (3) fixture units;

3. Washstand or lavatory : One (1) fixture unit;

4. Toilet: Two (2) fixture units;

5. Bathtub or shower: One (1) fixture unit;

6. Mop or service sink: One (1) fixture unit;
7. Flush urinal: One (1) fixture unit;
8. Continuous flush urinal: Three (3) fixture units;
9. Convenience outlet: One (1) fixture unit;
10. Domestic dishwasher: One (1) fixture unit;
11. Commercial dishwasher: Three (3) fixture units;
12. Drinking fountain: One (1) fixture unit;
13. Garbage disposal: One (1) fixture unit;
14. Washing machine (residential): One (1) fixture unit;
15. Floor sinks for multiple drip lines: One (1) fixture unit.

F. The following establishments shall be assigned equivalent dwelling units as multiples of a basic dwelling house having an assignment of one (1) equivalent dwelling unit based upon the foregoing number of fixture units per fixture in the building. A minimum of one (1) equivalent dwelling unit will be assigned.

1. Drive-in food service: $1 \text{ EDU} + (\text{total Fixture Units} / 6 \text{ FU per } 1 \text{ EDU})$
2. Delicatessen-retail and take-out: $1 \text{ EDU} + (\text{total Fixture Units} / 6 \text{ FU per } 1 \text{ EDU})$
3. Bars and lounges with no food service (include outdoor seating): $1 \text{ EDU} / 150 \text{ seats} + (\text{total Fixture Units} / 6 \text{ FU per } 1 \text{ EDU})$
4. Restaurants and eating places including combination eat-in and take-out eating places with bar(s) (including outdoor seating): $1 \text{ EDU} / 50 \text{ seats} + (\text{total Fixture Units} / 6 \text{ FU per } 1 \text{ EDU})$
5. Gas station with no service bay: $\text{Total Fixture Units} / 6 \text{ FU per } 1 \text{ EDU}; 1 \text{ EDU Min.}$
6. Car Dealerships: $1 \text{ EDU} / 3,000 \text{ sq.ft.} + (\text{total Fixture Units} / 6 \text{ per } 1 \text{ EDU})$
7. General Workshop for any trade: $\text{Total Fixture Units} / 6 \text{ FU per } 1 \text{ EDU}; 1 \text{ EDU min.}$
8. Funeral Home: $\text{Total Fixture Units} / 6 \text{ FU per } 1 \text{ EDU}; 1 \text{ EDU min.}$
9. Grocery Stores: $1 \text{ EDU} + (\text{Total Fixture Units} / 6 \text{ FU per } 1 \text{ EDU})$
10. Convenience Stores: $1 \text{ EDU} + (\text{Total Fixture Units} / 6 \text{ FU per } 1 \text{ EDU})$
11. Theaters: $1 \text{ EDU} / 60 \text{ Seats}$
 1. Drive-in food service: $1 \text{ EDU} + (\text{total Fixture Units} / 6 \text{ FU per } 1 \text{ EDU})$

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2. ~~Delicatessen retail and take-out:~~ ~~1 EDU + (total Fixture Units /6 FU per~~
~~1 EDU)~~

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3. ~~Bars and lounges with no~~
~~food service (include~~
~~outdoor seating):~~ ~~1 EDU/100 seats + (total Fixture Units /6 FU per 1 EDU)~~

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4. ~~Restaurants and eating places~~
~~including combination eat-in and~~
~~take-out eating places with bar(s)~~
~~(include outdoor seating):~~ ~~1 EDU/50 seats + (total Fixture Units /6 FU per 1 EDU)~~

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5. ~~Gas station with no service bay:~~ ~~Total Fixture Units /6 FU per 1 EDU~~

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- G. Establishments not covered in §11.7.3 (C) or §11.7.3 (F), will be assigned equivalent dwelling units either on a fixture unit or metered use basis.
- H. If two or more dwellings, apartment, stores, offices or industrial units are connected through a single lateral, or if two or more families use separate cooking and/or toilet facilities in a single dwelling, the sewer rent payable under the foregoing shall be computed as though each such dwelling, apartment, store, office, or industrial unit and each such family were a separate property or user with a separate connection to the sewer.
- I. In the event that The City of Seaford is not provided, upon request, with accurate information, including supporting documentation, to determine the number of fixtures or such other data as may be necessary to determine a user classification or rate. The City of Seaford's estimate or determination thereof shall be conclusive.
- J. The City of Seaford reserves the right to change Equivalent Dwelling Unit values from time to time, or add or delete property classifications, and in cases of dispute, to determine the proper classifications of a given property.
- K. Each user of the wastewater facilities will be notified annually of effective user charge rates.