

Wilmington, Delaware
November 21, 2019

#4748

Sponsor:

Council
Member
Freel

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Collective Bargaining Agreement between the CITY OF WILMINGTON and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), A.F.L.-C.I.O., LOCAL 1102 AND THE DELAWARE PUBLIC EMPLOYEES, COUNCIL 81 for the term of July 1, 2018 through June 30, 2022, a copy of which is attached hereto as Exhibit A and made a part hereof, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute as many copies of said Agreement as may be necessary.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution approves the Collective Bargaining Agreement between the City of Wilmington and the American Federation of State, County, and Municipal Employees (AFSCME), A.F.L.-C.I.O., Local 1102 and the Delaware Public Employees, Council 81 for the term of July 1, 2018 through June 30, 2022.

W0108140

EXHIBIT A



CONTRACT BETWEEN

UNION LOCAL 1102

AND

**CITY OF WILMINGTON,
DELAWARE**

JULY 1, 2018 – JUNE 30, 2022

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AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____ A.D. 20____, by and between **THE CITY OF WILMINGTON**, a municipal corporation of the State of Delaware, (hereinafter referred to as the "Employer" or "City") and **THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), A.F.L.-C.I.O., LOCAL 1102 AND THE DELAWARE PUBLIC EMPLOYEES, COUNCIL 81**, (hereinafter referred to as the "Union").

ARTICLE I PURPOSE

1.1. It is the purpose of the Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and the Employees covered hereby, to ensure true collective bargaining and to establish proper standards of wages, hours, working conditions and other conditions of employment. The City and the Union pledge their cooperation to work together in the public interest.

ARTICLE II UNION RECOGNITION AND UNION SECURITY AND DEDUCTION OF UNION DUES

2.1. **Union Recognition.**

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent of the Employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) The term "Employee" as used herein shall include all hourly rated and salaried Employees made part of this bargaining unit by virtue of the certification procedure utilized by the PERB, Case Nos. 36, 36(a), 36(b), 36(c), 36(d), 43, 43(a), 43(b), 43(c), 43(d), 43(e), 43(f), 43(g), 43(h), 51, 51(b), 51(c), 51(d) 51(e), 51(g), 51(I), 51(j), 51(k), and 51(l). Excluded from this certification are part-time Employees, seasonal Employees, and temporary help as defined in Chapter 40 of the Wilmington City Code, as amended, at the date of this Agreement.

(c) The Union agrees that it has the duty to fully and fairly represent all members of the bargaining unit.

(d) It is not the desire or the intention of the City to erode the bargaining unit by changing the title of a job represented by the Union and thereby attempting to defeat the certification obtained by the Union.

2.2. Union Security.

(a) All Employees in the collective bargaining unit for more than ninety (90) days who are not, who do not become, or do not remain members of the Union shall, as a condition of employment during any such period of non-membership, pay to the Union a service fee in an amount designated by the Union.

The City agrees to cooperate with the Union by notifying the Union treasurer of the completion of the probationary period of any new or promoted Employee who will become eligible to join the Local.

(b) The Union agrees that an Employee's payment of dues or service fees shall constitute his/her membership insofar as this Agreement is concerned. Any other reason advanced by the Union terminating the Union membership of any member of this bargaining unit shall not be considered cause for dismissal by the Employer.

2.3. Deduction of Union Dues.

The Employer agrees to the adoption of a Union check-off system, whereby Union dues or service fees, as established by the Union, will be withheld from the Union member's pay monthly. Such withholdings for Union dues or service fees are to be transmitted to the duly elected treasurer of the Union for the previous month's earnings not later than the 20th day of each month. The Union will notify the Employer thirty (30) days prior to any change in such dues or service fees.

2.4. Union Indemnification.

The Union shall indemnify and hold the City harmless against any and all claims, demands or suits that may arise out of or result from any conduct taken or not taken by the City for the purpose of complying with this Article.

**ARTICLE III
UNION STEWARDS
AND
UNION REPRESENTATION**

3.1. The Employer recognizes and shall deal with all of the accredited Union Stewards and the Union President in all matters relating to grievances and interpretation of this Agreement.

3.2. A written list of the Union Stewards (such lists to outline the areas to be represented by stewards) shall be furnished to the Employer on January 1 and June 1 of each year, and the Union shall notify the Employer promptly of any changes of such Union Stewards. A list of the areas represented by these stewards can be found in Exhibit "G" of this contract.

3.3. The Union President, Vice President, and accredited Union Stewards shall be granted reasonable time off during working hours to conduct union-related business, upon

request to their Division Head and/or Department Head without loss of pay, provided, however, permission may be withheld because of operating requirement.

3.4. In the event an Area Steward is not available to handle any grievance that may arise due to being absent from work, an alternate may be appointed by the President of the Local to serve until the return of the Area Steward. The President of such Local shall notify the Human Resources Director in writing of such alternate appointments and the terms thereof.

3.5. A Labor Management Meeting will normally be held during the second week of each month, the exact date to be confirmed with the Human Resources Director. The City's Representatives will include at least the Human Resources Director or designee. The Union Committee shall be composed of a maximum of four members of the Union who will be designated by the Union within thirty (30) days after the signing of the Contract, plus a representative from Council 81. The meetings shall not exceed one hour per month unless extended by mutual Agreement. A written agenda about topics to be discussed may be submitted by the Union or the Employer seven (7) days prior to such meeting. Items may be added by mutual consent. If no agenda is submitted by either party, no meeting need be scheduled. These meetings are not intended to bypass the grievance procedure nor to be considered contract negotiations but are intended as a means of fostering good employment relations through communications between the parties.

ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURE

4.1. Any grievance or misunderstanding which may arise between the parties concerning the application or interpretation of this Agreement shall be acted upon in the manner described below. Items which are not part of this Agreement shall not be subject to grievance procedures. Time limits at each level of the grievance procedure may be extended by mutual consent. Any grievance, regardless of the initiating step, must be filed within fifteen (15) calendar days of the grievance or the knowledge of its occurrence.

4.2. Step One.

The Union Steward and the Chairperson of the Grievance Committee, with the aggrieved Employee, shall discuss the grievance or dispute with the Division Head within fifteen (15) calendar days of the grievance or knowledge of its occurrence. The Division Head shall attempt to adjust the matter and shall respond to the Union Steward within seven (7) calendar days. Where the Division Head and the Department Head are one and the same, the grievance procedure shall start at Step Two.

4.3. Step Two.

If, after a thorough discussion with the Division Head, the grievance has not been satisfactorily resolved and is appealed from Step 1 (or is heard at this step for the first time), a meeting shall be held with the aggrieved Employee, the Union Steward, the President of the Local Union and the Chairperson of the Grievance Committee, and the Department Head. This

meeting should take place within ten (10) calendar days after the Division Head's response is due. The Department Head shall respond in writing within ten (10) calendar days.

4.4. Step Three.

If, after a thorough discussion with the Department Head, the grievance has not been satisfactorily resolved, the Union Steward, the aggrieved Employee, the President of the Local Union, Chairperson of the Grievance Committee, and the Union Representative shall, after a written appeal, discuss the grievance with the Human Resources Director or Designee as well as any persons deemed pertinent to the Grievance within ten (10) calendar days after the Department Head's response is due. The Human Resources Director or designee shall respond in writing within ten (10) calendar days after the meeting.

4.5. Step Four.

If, after receipt of the decision of the Human Resources Director or designee, the grievance has not been satisfactorily resolved, the Union or the Employer may request arbitration by registered or certified mail to the Human Resources Director or to the President of the Local Union no later than twenty (20) calendar days after the rendering of such decision.

4.6. (a) During the next twenty (20) calendar days mentioned in 4.5 or a longer period, if mutually agreed upon extension is arrived at, the representative from the City Solicitor's Office or designee, the Human Resources Director or designee, the Director of Council 81 or designee, and the Union President and Chairperson of the Grievance Committee shall meet and attempt to resolve the grievance.

(b) The City Solicitor's Office must render an opinion and respond to the Union with same within fifteen (15) calendar days after meeting to attempt to resolve the grievance.

(c) Upon mutual agreement, the parties may submit a grievance to federal mediation through Federal Mediation and Conciliation Service. During the pendency of mediation, the time frame to file for arbitration shall be suspended.

4.7. If, after receipt of the answer from the City Solicitor's Office, the Union still wishes to go on to arbitration, they must, within thirty (30) working days from receipt of the City Solicitor's answer, notify the American Arbitration Association in writing, with a copy to the City of their intention to appeal the matter to arbitration. If the grievance has been initiated by the City, then they shall have thirty (30) working days from the date of the meeting of the Union and the City Solicitor's Office or thirty (30) working days from the date when the Union gives its final answer to appeal the matter in writing to the American Arbitration Association.

4.8. Except by mutual Agreement between the Employer and the Union, no more than two (2) grievances may be heard by the same arbitrator at the same time and both cases must be of the same type, i.e., contract interpretation or discipline, but not both. The Association will provide separate lists, for each grievance or group of grievances, of at least nine (9) arbitrators' names and for such supplemental lists as are provided by the rules of the

Association. The parties may at any time mutually agree upon an arbitrator who is either on the list(s) or from any other source.

4.9. At the arbitration hearing, the grievant shall be accompanied by such representatives as the grievant and/or the Union shall elect.

4.10. The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. Such decisions shall be final and binding if made in accordance with the arbitrator's jurisdiction and authority under this Agreement and not prohibited by any ordinance or statutes.

4.11. **Powers.** The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted.

4.12. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of the Agreement. Issues involving increased costs which are matters of contract negotiations, such as the development and modification of a system-wide salary schedule, are not arbitrable.

4.13. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or amending, or adding to, or eliminating, or varying in any way, the terms of this Agreement, or of applicable law or rules and regulations having the force and effect of law. In no event shall the scope of the arbitration exceed the interpretation and application of this Agreement and will be limited to the specific subject matter jointly submitted.

In case of wrongful discharge or suspension, monies earned or received during the period of discharge or suspension shall be deducted from the arbitrator's award.

4.14. The arbitrator shall be without power to make decisions limiting or interfering with the powers, duties, and responsibilities of the City of Wilmington under its Charter, applicable law and rules and regulations having the force and effect of law.

4.15. Obligations of Both Parties with Respect to Arbitration.

(a) The costs of the service of the arbitrator will be shared equally by both parties.

(b) Both parties agree to apply the decision of the arbitrator to all substantially similar situations arising thereafter and to eliminate the filing of grievances where possible by the application of precedents.

4.16. **Systemwide Grievances Special Rights of Both Parties.** The Union and the Employer have a right to initiate system-wide grievances at level three within the fifteen (15) calendar day time period as set forth in Section 4.1 of this Article without necessarily representing a single grievant. If the grievance cannot be resolved at the third step it shall be appealed to arbitration in accordance with the arbitration procedure provided in the above section.

4.17. Employees whose presence is pertinent to grievance proceedings shall attend hearings or conferences without loss of pay. Attendance at hearings shall be cleared with the Division Supervisor who shall not unreasonably deny the Employee's right to attend.

4.18. Disciplinary Actions.

(a) **Cause and Extent.** Disciplinary measures may be taken for any good sufficient cause. The extent of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment history of the Employee may also be considered pertinent. Discipline shall be imposed within fifteen (15) calendar days of the Employer's knowledge of the infraction unless the Employee is on a leave under review or investigation for the alleged infraction.

(b) **Kinds of Actions.** The disciplinary actions that may be taken are dismissal, demotion without consent, suspension without pay, reduction in step within range, warning, or any appropriate combination of these.

(1) Dismissal means the discharge of an Employee from the City service on the initiation of the appointing authority. Such termination of employment shall be permanent except as provided below.

(2) Demotion without consent as a disciplinary action may be a reduction in classification grade to a lower classification or a reduction to a lower step within a classification. The Employee's salary shall be reduced to the salary for the classification and step to which he is demoted. The Employee will then have established a new anniversary date.

(3) Suspension without pay shall be a temporary separation from City service for such length of time as the appointing authority may consider appropriate, provided that such suspension does not exceed a period of thirty (30) calendar days.

(4) Reduction in step within range as a disciplinary measure is the withdrawal of increments granted for satisfactory performance, efficiency and length of service. The maximum reduction in pay that may be given for any one (1) disciplinary action shall be two (2) steps within the range for that class. Reduction in pay shall become effective on the first of the month following the effective date of the disciplinary action. Reduction may be made on a permanent or temporary basis.

(5) Warning as a disciplinary action means an official notification to the Employee that there is cause for dissatisfaction with his/her services and that further disciplinary measures may be taken if said cause is not corrected. Official warning shall be given in the manner and on forms prescribed by the Human Resources Director. Warning notices shall be made a part of the Employee's official personnel record.

(c) **Effective Date.** A disciplinary action shall be effective as of the time designated by the person or persons authorizing the action, provided that no disciplinary action may be given an effective date which is prior to the date such action is taken.

(d) **Notice to Employees.** Written notice shall be made to any permanent Employee at the time when any disciplinary action is made effective, provided that in emergency situations or other instances when simultaneous notification is not practicable, notification may be given the following working day.

Said notice shall whenever possible be made on forms prescribed by the Human Resources Director, and copies shall be submitted to the Human Resources Director and Union for the record as required. If the form prescribed by the Human Resources Director is not used, the notice shall state that it constitutes a disciplinary action.

(e) **Pre-Termination Hearing.** No Employee shall be dismissed without prior written notice to the Employee and the Union Representative and a hearing before the department head. The Union Representative may be present at said hearing. The Employee may be suspended without pay in the Department Head's discretion pending said hearing. The Department Head shall render a decision within twenty (20) calendar days following the hearing. Any Employee who has been disciplined following such a hearing shall be entitled to invoke the grievance procedure provided for in this Agreement beginning with Step 3 regardless of kind of disciplinary action taken. An Employee may waive his or her right to pre-termination notice and hearing by signing a waiver form provided by the City Solicitor. Waiver of said rights shall not operate or be construed as restricting or affecting in any way the rights of the Employer with regard to investigating a disciplinary matter.

(f) **Grievance Procedure.** Except as provided in subsection (e), any Employee who has been suspended, demoted, or reduced in step within his/her range, shall be entitled to invoke the grievance procedure provided for in this Agreement beginning with Step Two.

(g) **Standard of Review on Appeal.** The Human Resources Director in Step 3 of the Grievance Procedure and the Arbitrator in Step 4 of the Grievance Procedure may modify or reject a disciplinary action only on the following basis:

(1) There is not substantial evidence to support the need for disciplinary action.

(2) A substantive violation or omission of procedure for disciplinary action was made.

(3) The action taken resulted from political, religious or racial bias or prejudice, or bias or prejudice against age or sex, or because of membership in the Union.

(4) The action taken was unreasonable, capricious or arbitrary in view of the offense, the circumstances surrounding the offense and the past record of the Employee.

(h) **Back Pay.** Reimbursement for loss of pay due to a disciplinary action which is subsequently revoked or modified shall be made to an Employee. Said reimbursement shall not exceed the compensation the Employee would have earned between the

date of initial action and the date of final decision and may be less than said sum if a dismissal is reduced to a suspension. This reimbursement must be paid by the next regular pay day after it is brought to the Employer's attention or else a special check will be processed.

(i) **Prior Disciplinary Action Slips.** In administering discipline, the Employer shall give effect to prior disciplinary action slips only if they have been issued within the eighteen (18) month period immediately preceding the occurrence of the action for which discipline is sought, provided however, that in any situation in which a disciplinary action slip has been issued for the same misconduct, all prior disciplinary action slips may be considered which are for the same misconduct and for which the Employee has had a similar citation within eighteen (18) calendar months.

(j) Last Chance Agreements (LCAs) shall remain in effect no longer than three (3) years, unless the LCA involved a positive drug or alcohol test. A LCA involving a positive drug or alcohol test may remain in effect for the duration of the employee's employment with the City. Nothing shall require the Employer to agree to a LCA.

(k) A verbal written counseling/warning in an employee's record shall not be used to prevent advancement and/or any promotional opportunities.

ARTICLE V NON-DISCRIMINATION

5.1. The Employer will not interfere with or discriminate in respect to any term or condition of employment against any Employee covered by this Agreement because of membership in the Union, or legitimate activity as required in this Agreement on behalf of the members of this bargaining unit, nor will the Employer encourage membership in another Union.

5.2. The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint, or coercion.

5.3. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

ARTICLE VI SENIORITY

6.1. The term "Bargaining Unit Seniority" as used in this contract shall mean the length of continuous service with the City in this bargaining unit.

6.2. The term "Departmental Seniority" as used in this contract, shall mean the length of continuous service of an Employee in a specified department. An Employee's

departmental seniority begins on the date he is awarded the job in the department and continues only so long as the Employee remains continuously in the same department.

6.3. The term "City-Wide Seniority" as used in this contract shall mean the length of continuous service with the City.

6.4. There will be three (3) seniority lists and these lists will be kept current through additions and deletions as they occur:

- (1) Bargaining Unit Seniority List;
- (2) Department Seniority List.
- (3) City-Wide Seniority List.

6.5. The term "qualification(s)," as used in this Agreement shall mean demonstrated relative ability to meet the standards specified in the official position description as approved and amended by City Council in accordance with the following sections of Chapter 40 of the Personnel Code: Section 40-113 (Exhibit "A"), Section 40-131 (Exhibit "B"), and Section 40-133 (Exhibit "C").

6.6. The City shall make the initial decision regarding Employees' qualifications, and the Employees shall be assigned and work accordingly. If the Union disagrees with the City's judgment with respect to an Employee's qualifications, the matter shall be subject to the regular grievance procedure including arbitration.

6.7. In all cases of promotion, demotion, increase or decrease of working forces, qualifications, as defined in Section 6.5 shall be the determining factors; however, when qualifications as defined in Section 6.5 are relatively equal, city-wide seniority shall govern.

6.8. In all cases of departmental promotion, demotion, increase or decrease of working forces, qualification, as defined in Section 6.5 shall be the determining factors; however, when qualifications as defined in Section 6.5 are relatively equal, department seniority shall govern.

6.9. (a) All new Employees (other than those assigned to the Radio Room) shall be placed on the seniority list as of the first day of employment. Upon the completion of ninety (90) days' employment and during such ninety (90) days of employment or any extended probationary period, Employees may be discharged by the Employer without the Employee having recourse to the grievance procedure. Upon the satisfactory completion of ninety (90) days, the Employee shall be considered a permanent Employee and seniority shall date back from the original date of employment. The probationary period for any Employee may be extended for a period not to exceed an additional ninety (90) days by mutual Agreement with the Union.

(b) All new Radio Room Employees shall be placed on the seniority list as of the first day of employment. Upon the completion of ninety (90) days of employment in the Radio Room and during such ninety (90) day period of employment or any extended

probationary period, Employees may be discharged by the Employer without the Employee having recourse to the grievance procedure. Upon the satisfactory completion of the probationary period, the Employee shall be considered a regular Employee and seniority shall date back from the original date of employment. The probationary period for any Employee may be extended by the Employer for successive ninety (90) days not to exceed one year. Employees who have completed ninety (90) days may apply for other City positions.

(c) Any Employee promoted to a new position must satisfactorily complete a 90-day probationary period. If it is determined by the City that the probationary period has not been satisfactorily completed, then the Employee will revert back to his/her previous position or one of comparable pay and responsibility within the classification group. If the previous position has already been filled, then that individual will return to his/her previous position.

(d) The successful candidate (internal or external) awarded the position may be paid at a starting salary of up to Step 4 (of a 7 step plan) of the salary range established for that position.

6.10. An Employee shall lose his/her seniority standing upon voluntary resignation from employment or discharge for just cause. An Employee's seniority shall not be terminated because of authorized leave of absence or layoffs unless it continues for a period of more than two (2) years. An Employee who resigns in good standing and is reinstated within one (1) year shall have credited to his/her record all seniority rights that had accrued at the time of his/her separation.

6.11. Reduction in Forces.

(a) Upon a reduction in forces in any department, a more junior Employee may be retained if there are no qualified Employees in the City with greater seniority that can perform all the duties of the position within twenty (20) working days.

(b) An Employee whose position has been eliminated may first follow the normal bidding procedure and bid on any vacant, authorized, and approved position for which his/her City seniority and qualifications will permit him/her to occupy.

(c) If no position is vacant, then the Employee shall exercise City seniority and bump the junior Employee in the City, regardless of department or division, who holds a pay grade that is equal to the Employee's current pay grade, provided the bumping Employee has the necessary qualifications to perform all the duties of the junior Employee's job within thirty (30) working days. If no position in an equal pay grade exists, then the Employee shall bump into a position that is lower than his/her current pay grade beginning with the next lowest pay grade.

(d) Employees who successfully bump into positions in another department shall be credited with the seniority they had accrued while in the department from which they were laid off or bumped.

(e) Employees shall be recalled according to City-wide seniority for vacancies existing anywhere within the bargaining unit with the most senior Employee laid off and qualified to fill the vacancy recalled first. Laid off Employees shall include those individuals who bumped into positions of a lower pay grade as well as those individuals whose employment was terminated due to the lay off. A laid off Employee will remain on the recall list for a period of two (2) years but will be removed if the individual declines two (2) offers of permanent employment.

(f) No Local 1102 Employee will be laid off while any temporary, seasonal or part-time Employee is employed to perform work which could be performed by bargaining unit Employees.

(g) In the event of a layoff, the affected Employee(s) and the Union shall be given at least thirty (30) days advance notice. The City and the Union shall meet during this period to explore alternatives to the proposed layoff.

6.12. (a) Working out of class opportunities shall be divided and rotated as equally as possible among qualified individuals within the division according to departmental seniority. If the more senior qualified employee(s) declines the opportunity, then the offer shall be extended to the next senior qualified employee and so on.

(b) The Employer may make temporary transfers of Employees to positions other than those they normally performed in order to meet the requirements of the operation of the Employer.

(c) Any Employee temporarily transferred to a position in a class with a higher salary range shall be paid the lowest step in the higher salary range, which exceeds his/her present rate of pay. Any Employee temporarily transferred to another position in the same class or to another position in a class having the same pay range shall be paid at the same step in the range as he previously received. An Employee who is temporarily transferred to another position in a lower class having a lower pay range shall be paid at the rate of the position from which he was transferred. Salary anniversary dates shall not change when Employees have been temporarily transferred.

(d) Temporary transfers shall be for a period no longer than sixty (60) work days, unless mutually agreed by the parties.

(e) Any position that requires more than sixty (60) work days of temporary transfers shall be considered an open position and be posted.

(f) The provisions of paragraphs (d) and (e) above shall not apply to those positions which are known in advance to be for a duration of more than sixty (60) days but will be less than permanent. In such cases, the job shall be posted as a "limited-term" job and will be filled according to the provisions of Section 6.13. Section 6.12 will not apply to these limited-term jobs.

When such limited-term job is completed, all affected Employees shall be returned to the positions they held immediately prior to the institution of the limited-term job if

these jobs still exist. If the positions do not exist, they shall have the right to exercise such rights as they may have under Section 6.11.

In the event that the Employer determines that such job will not cease but will become a permanent position, the job will be reposted and filled according to the provisions of Section 6.13.

6.13. When a vacancy exists and the Employer desires it to be filled or if a new position is created, the position shall be posted on the bulletin boards for not less than ten (10) days. The Human Resources Department shall compile a list of all individuals who meet the qualifications as defined in Section 6.5, in accordance with Chapter 40-131 and 40-133 of the Personnel Code (Exhibits "B" and "C"). The City may use an existing certification in lieu of posting the vacancy provided that the existing list is not older than four (4) months, with notice to the Union.

6.14. The permanent filling of any vacancy is subject to reopening for consideration to those Employees who were at the time of posting on combined leave, military training leave, or on vacation for less than fifteen (15) working days. Said Employees shall make application for position within three (3) working days after returning to work.

6.15. The agreed to seniority lists shall be brought up to date on July 1 and January 1 each year and posted on Employees' bulletin boards; such list shall contain dates of hire and classifications. A copy of seniority lists shall be sent by mail to the Secretary and President of the Union.

ARTICLE VII HOLIDAYS WITH PAY

7.1. The following and such other days as the Mayor may designate shall be holidays with pay:

- New Year's Day*;
- The third Monday in January, known as Martin Luther King's Birthday;
- The third Monday in February, known as President's Day;
- Good Friday*;
- The last Monday in May, known as Memorial Day;
- The fourth of July, known as Independence Day;
- The first Monday in September, known as Labor Day;
- The fourth Monday in October, known as Veterans Day;
- Thanksgiving Day;
- The Friday after Thanksgiving Day;
- Election Day (in even numbered years);
- Christmas Day.

*Shift workers will celebrate these holidays on New Year's Day and Easter Sunday, respectively.

7.2. Employees whose regularly scheduled day off falls on a holiday listed in Section 7.1 shall be entitled to the eight (8) hours straight time holiday pay.

7.3. Any Employee who is required to work on any of the holidays listed under Section 7.1 of this Article shall be compensated at double time rate for time worked on the holiday plus the eight (8) hours straight time holiday pay.

7.4. If any of the legal holidays under Article VII, 7.1 fall on Sunday, the Monday following shall be the legal holiday. If any of the legal holidays under Article VII, 7.1 fall on Saturday, the Friday preceding shall be the legal holiday. Effective January 1, 2020, this provision shall not apply to shift workers.

7.5. If any of the legal holidays under Article VII, 7.1 fall within a scheduled vacation period, the employee shall receive holiday pay and the holiday shall not be counted as vacation time.

7.6. Employees covered by the terms of this Agreement who are not required to work on any of the above normal holidays shall not be eligible for holiday pay if they have been absent from work on the last scheduled workday before the holiday, the holiday (if scheduled to work the holiday), or the next scheduled workday following the holiday unless excused for one of the following reasons:

- (a) Medical absence, verified by a physician.
- (b) Attending court as a witness under a subpoena or as a juror.
- (c) Death in family as defined in this contract.

7.7. Employees with a diagnosed medical problem who have exhausted all sick leave and vacation time as per Section 9.10 and are granted a leave of absence without pay will be entitled to straight time pay for any holiday which falls within the first thirty (30) days of that leave. Employees on leave of absence without pay for any other reason shall not receive holiday pay

7.8. (a) Effective January 1, 2016 all Regular Employees currently employed with the City of Wilmington shall be entitled to two (2) floating days annually which will be credited on January 1.

(b) Employees hired on or after January 1 will receive the following number of floating days (which will be prorated) based on their hire date:

Hire Dates	# of floating days employees are entitled to during the remainder of the calendar year
January 1 – June 31	2 days
July 1 – September 30	1 day
October 1 – December 31	None

(c) These days must be used in the year accumulated and cannot be carried over into any subsequent year. Also, floating days cannot be donated to other employees.

(d) Floating days shall be granted in accordance with department operational needs and should be requested in advance following the same process used to request vacation time. The employee can only use the floating day as a whole day off. Under exigent circumstances, the City shall have the right to cancel or reschedule any approved floating days. Any approved floating day which is cancelled by a supervisor and/or departmental head shall immediately be restored to the employee. The usage of unplanned/unscheduled floating days is not permitted. Employees who request to use a floating day by October 15th and are not permitted by the City to use such a day by December 31st shall receive eight (8) hours of pay at the Employee's base rate.

(e) Floating day pay shall be at the employee's base rate of pay and cannot be paid in advance of the employee taking the scheduled day off or being paid prior to the accumulation of the floating day. If a holiday falls within the employee's scheduled usage of floating days, the employee shall receive holiday pay.

(f) Employees are not permitted to work when scheduled off for usage of a floating day. However, in the event that an employee is called in to work due to an emergency situation, the employee will be paid at straight time and the time for the floating day will be restored to the employee.

(g) An eligible employee who leaves employment with the City shall be paid for any unused floating days depending upon when the employee leaves the City:

January 1 – June 31	0 days
July 1 – September 30	1 day
October 1 – December 31	2 days

(h) Floating days can be used while an employee is on approved leave of absence. However, employees who are utilizing their available sick time while on leave must use a minimum of ten (10) sick days prior to utilizing floating days.

ARTICLE VIII VACATIONS

8.1. All paid vacations for Employees of the Employer shall be computed as follows:

(a) One (1) working day vacation per month during the first six (6) months of continuous employment; however, no vacation may be taken until the Employee has worked at least six (6) months.

(b) One (1) working day of vacation per month after the completion of the first six (6) months of continuous employment until the next January 1. Each January 1 thereafter, s/he will be credited with twelve (12) days of vacation for the calendar year, until the completion of five (5) years of continuous service (i.e., the day beginning the Employee's sixth year of employment), at which time the Employee will be credited with an additional three (3) days of vacation for a total of fifteen (15) days for the year.

(c) Each January 1 thereafter, s/he will be credited with fifteen (15) days of vacation for the calendar year, until the completion of nine (9) years of service (i.e., the day beginning the Employee's tenth year of employment), at which time the Employee will be credited with an additional five (5) days of vacation for a total of twenty (20) days for the year.

(d) Each January 1 thereafter, s/he will be credited with twenty (20) days of vacation for the calendar year, until the completion of twelve (12) years of service (i.e., the day beginning the Employee's thirteenth year of employment), at which time the Employee will be credited with an additional two (2) days of vacation for a total of twenty-two (22) days for the year.

(e) Each January 1 thereafter, s/he will be credited with twenty-two (22) days of vacation for the calendar year, until the completion of fifteen (15) years of service (i.e., the day beginning the Employee's sixteenth year of employment), at which time the Employee will be credited with an additional three (3) days of vacation for a total of twenty-five (25) days for the year.

(f) Vacation shall not be accumulated from year to year but must be taken in the calendar year applicable, except that a maximum of ten (10) days' vacation may be carried over into the following calendar year.

(g) The Employer will provide the vacation check in advance of scheduled vacation upon thirty (30) days' written notice from the Employee to their immediate supervisor on an approved form. An advance vacation check will be denied to anyone who has requested one and then canceled their vacation without a valid reason within six (6) months. Examples of valid reasons are: family or personal illness, death in the family, or requested by Employer to cancel or any other compelling reasons.

8.2. Vacation time shall be exhausted before the starting date of an eligible Employee going off on pension.

8.3. Vacation preference shall be determined on the basis of departmental seniority.

8.4. Pay for all vacations will be based on the rate of pay of the Employee at the time of vacation.

8.5. All paid vacation for Employees of the City shall be calculated as follows:

<u>Length of Service</u>	<u>Vacation Allowance</u>
Up to six (6) months continuous service	One (1) working day per month
Seven (7) months continuous service to the next January 1	One (1) working day per month
One (1) year to six (6) years continuous service	12 working days per year
Six (6) years to ten (10) years service	15 working days per year
10 years to 13 years service	20 working days per year
13 years to 16 years service	22 working days per year
16 years or more service	25 working days per year

In calculating the vacation entitlement of Assistant Sanitation Supervisor, however, each earned vacation day shall be the equivalent of ten (10) hours. If an Assistant Sanitation Supervisor takes one (1) day vacation, that individual will be charged ten (10) hours of vacation. If an Assistant Sanitation Supervisor takes one week of vacation, that individual will be charged 40 hours.

In calculating the vacation entitlement for the Employees in the Communications Division of the Wilmington Police Department, this time shall be the equivalent of eight (8) hours. If any time is used, it will be deducted on a day-for-day basis.

8.6. An Employee may take his/her vacation at any time in the course of the year as long as it conforms with the requirements of his/her individual department.

8.7. An Employee leaving the service of the City of Wilmington due to layoff, retirement, quit, termination for cause, and entitled to vacation benefits shall receive vacation pay in lieu of the vacation period. All payments due said Employee shall be paid in accordance with applicable law following their termination date; however, should an Employee voluntarily resign, he shall be required to give two (2) weeks' notice of such intention in order to be eligible for vacation.

8.8. Vacation shall begin January 1 of the calendar year and must be completed by December 31 of that year.

8.9. An Employee who resigns in good standing and is reinstated within one (1) year shall have credited to his/her record all vacation rights that had accrued at the time of his/her separation.

ARTICLE IX
COMBINED LEAVE (Sick Leave and Family Leave)

9.1. The parties recognize that the use of combined leave is to be restricted to the particular uses specified in the contract and not to be used as a supplement to vacation leave. If the City concludes that a specific Employee is abusing sick leave, the Employee will be subject to discipline, up to and including discharge. The Union agrees to exert its best efforts in helping to reduce absenteeism by counseling Employees on the need for regular attendance.

9.2. Combined leave shall be earned by all Employees covered by this Agreement from the commencement of employment but may not be used or paid until an Employee shall have completed three (3) months of continuous employment. Time worked under emergency, temporary or seasonal appointment, when followed immediately by permanent or provisional appointment may, upon the recommendation of the Department Head and approval of the Human Resources Director, be included in computing length of continuous service.

9.3. Sick leave shall be granted to Employees when they are incapacitated from the performance of their duties by sickness, pregnancy, or injury; or for medical, dental, or optical examination or treatment. Family leave shall also be granted when a member of the immediate family of the Employee requires the care and attendance of the Employee, or when, through exposure to contagious disease, the presence of the Employee at his/her employment position would jeopardize the health of others. For the purposes of sick and family leave, "immediate family" means, in addition to the Employee himself or herself, the Employee's mother, father, spouse, domestic partner, son, daughter, including sons and daughters by lawful adoption, stepchildren, foster children, grandchildren, and those minor children for whom the City Employee is acting in loco parentis. This provision is applicable herein, notwithstanding the definition of "immediate family" for purposes of Subsection 12.3.

For the purposes of benefit accumulation and accrual, sick leave and family leave shall be combined and called combined leave. For definition and reporting purposes, sick leave and family leave are separate and distinct.

9.4. (a) One (1) day of credit for combined leave will be allowed for each calendar month of continuous service in which the Employee has worked or has been on paid vacation or combined leave for at least thirteen (13) working days of such month. Combined leave shall not be allowed in advance of being earned. If an Employee does not have sufficient combined leave credits to cover a period of absence, no allowance for combined leave shall be granted in advance or in anticipation of future combined leave credits. In such cases, payroll deduction for the time lost shall be made for the period during which absence occurred, provided however, that earned vacation leave may be used for this purpose if the Employee so elects.

(b) The schedule of possible accumulation for all eligible Employees is as follows:

Number of Years Employed	Rate of Accumulated Sick Leave/Mo.	Yearly Accumulated Sick Leave	Total Accumulated Sick Leave
1 st	1 day	12 days	12 days
2 nd	1 day	12 days	24 days
3 rd	1 day	12 days	36 days
4 th	1 day	12 days	48 days
5 th	1 day	12 days	60 days
6 th	1 day	12 days	72 days
7 th	1 day	12 days	84 days
8 th	1 day	12 days	96 days
9 th	1 day	12 days	108 days
10 th	1 day	12 days	120 days
11 th	1 day	12 days	132 days
12 th	1 day	12 days	144 days
13 th	1 day	12 days	156 days
14 th	1 day	12 days	168 days
15 th	1 day	12 days	180 days
16 th	1 day	12 days	192 days
17 th	1 day	12 days	204 days
18 th	1 day	12 days	216 days
19 th	1 day	12 days	228 days
20 th	1 day	12 days	240 days

Beginning July 1, 1985, combined leave for Assistant Sanitation Supervisor shall be accumulated at the rate of ten (10) hours per month to a maximum of 2,400 hours.

(c) For Employees in the Communication Division of the Wilmington Police Department, this time shall be deducted on a day-for-day basis regardless of the number of hours the Employee is scheduled to work on any given day.

9.5. Combined leave accumulated by Employees on the date of this Agreement shall be credited to their personnel record.

9.6. In order to qualify for combined leave, all Employees must comply with the following conditions:

(a) Report off sick by notifying their immediate supervisor at as early an hour as is practical, but in any event prior to, or no later than, one-half hour before the normal beginning time for work. Shift workers must notify their immediate supervisor at least two (2) hours prior to starting time that they are off sick.

(b) A physician's statement certifying the medical justification for an Employee's absence will not normally be requested for less than three (3) days consecutive absence. If an Employee is absent from work due to personal illness or illness of an immediate family member for longer than three (3) consecutive work days and expects to be away from work for more than nine (9) consecutive work days, no later than the tenth (10th) day of absence

a medical doctor's certification must be submitted forthwith to the Employee's immediate supervisor together with a written indication of the anticipated length of absence.

9.7. Employees taking combined leave and not complying with the conditions in Section 9.6, subparagraphs (a) and (b) will not be paid for time off. Employees in a no pay status will be disqualified from voluntary overtime assignments for seven (7) calendar days following their return to work.

9.8. In the case of an extended sickness including pregnancy where an Employee has exhausted accumulated combined leave, all unused vacation time, with the exception of one (1) week which may be retained, must be taken. At which time, if the Employee is still away from the job because of sickness, the matter must be brought before the Combined Leave Arbitration Board, which shall consist of the Human Resources Director, a representative designated by the Union who shall be named by the Union within ten (10) days after the execution of this Agreement and who shall serve during the term of this Agreement, and the Department Head. This Board will study and rule if additional combined leave time, with pay, is to be granted to the Employee.

9.9. (a) An Employee at the termination of employment with the City of Wilmington, by resigning prior to becoming eligible for retirement benefits as provided in Section 11-6 of the Wilmington Employees' Retirement Act or prior to becoming eligible for retirement benefits under Section 11A-5 or becoming a vested participant under Section 11A-8 (a) of the City of Wilmington Non-Uniformed Employees' Retirement Act of 1979, layoff or termination for cause, shall have no claim for accumulated combined leave. This is a gratuity to be paid only during sickness or accident while in the employ of the City of Wilmington.

(b) An Employee who retires from employment with the City of Wilmington or who dies while employed with the City of Wilmington and who has accumulated 60 or more days of combined leave will receive the following:

60-100 days	\$25.00 per day
101-240 days	\$30.00 per day for all accumulated days

For purposes of this section, an Employee shall be considered to have retired if s/he voluntarily resigns after becoming eligible for retirement benefits as provided in Section 11-6 of the Wilmington Employees' Retirement Act or after becoming eligible for retirement benefits under Section 11A-5 or becoming a vested participant under Section 11A-8 (a) of the City of Wilmington Non-Uniformed Employees' Retirement Act of 1979.

9.10. An Employee who resigns in good standing and who has been reinstated within one (1) year may have credited to his/her record all unused combined leave that he had accrued at the time of his/her separation, unless he has received payment for his/her combined leave under the provisions of Section 9.10 (b).

9.11. Sick and family leave shall be certified by the Department Head upon forms prescribed by the Human Resources Director. The Department Head shall maintain complete and accurate leave records. Records of combined leave accumulated and taken shall be available to the Employee or the Union.

**ARTICLE X
WORKER'S COMPENSATION**

10.1. Employees injured on the job in the performance of their assigned duties will be covered by the Workmen's Compensation Plan and their time off will not be chargeable to either their accumulated combined leave or their vacation time. The Employer shall pay the Employees injured in the performance of their assigned duties the difference between compensation pay and the sum they would have received in their regular pay.

10.2. If an Employee who has completed three (3) months of continuous employment becomes unable to perform his/her regular duties because of a work-related injury, then the Employee may be offered other duties when available within the Employee's department until he or she is able to return to regular duty. A physician selected by the City shall determine the ability of the Employee to work modified duty unless the Employee's physician determines otherwise, in which case the determination shall be made by a third physician, who shall be agreed upon by the City's physician and the Employee's physician. To the extent that the cost of the third physician is not covered by insurance, such cost shall be borne equally by the City and Local 1102.

**ARTICLE XI
MILITARY TRAINING LEAVE AND MILITARY SERVICE**

11.1. Military Training Leave.

(a) "Armed Forces" is defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard. "Reserve Components" is defined to include the federally recognized National Guard and Air National Guard of the United States, the Officers Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, and the Coast Guard Reserve.

(b) Any Employee of the Employer who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time or annual leave during which he is engaged in the performance of official duty or training in this state, or in the United States, under competent orders. While on such leave he shall be paid his/her regular salary, less his/her military pay not to exceed a total of fifteen (15) working days in any one calendar year.

(c) To receive payment of salary, an Employee must, prior to his/her leave, file with the Human Resources Office of the Employer a copy of official orders, and upon return a certification from his/her commanding officer of performance of duty in accordance with terms of the orders.

11.2. Military Service.

(a) Full service credit with the Department is to be allowed permanent Employees for time spent in the military service, providing that the Employee goes directly from

department employ into military service, and makes application for re-employment within ninety (90) days after being released under honorable conditions from such military service.

(b) It shall be the policy of the Department to guarantee to its permanent Employees who, during a National emergency, volunteer or are called for active military service, a position upon their return to civilian life equal to the one they left providing that the requirements set forth in the above paragraph are fulfilled.

(c) Permanent Employees who, within ninety (90) days service, volunteer or are called for active military service, shall be paid from the date they leave Department employ for all accrued vacation to their credit at that date. The Employee, at his/her discretion, may elect not to be paid for vacation leave, but to leave it to his/her credit for use upon returning to the Department.

(d) These same policies shall be applicable to permanent Employees who at any time are subject to the provisions of the Selective Service Act.

ARTICLE XII LEAVES OF ABSENCE

12.1. Unauthorized Absence--Automatic Termination.

An Employee absent from his/her position for more than four (4) working days without prior permission of his/her Department Head shall be considered to have voluntarily terminated employment with the City. Such termination shall be final unless said Employee, upon return, furnishes a satisfactory reason to the City for not having obtained prior permission.

12.2. Authorized Absence.

(a) Any Employee, who has been employed by the City for at least one (1) year, may, upon application in writing, be granted a leave of absence without pay not to exceed one (1) year by the Human Resources Director upon the recommendation of the Department Head for the reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering Employee's education or training. Extension of leaves of this nature shall be mutually agreed by the Employer and the Union.

(b) Notwithstanding other provisions of this Agreement any Employee elected or appointed as an Employee of the Union shall be granted a leave of absence for the term of the election or appointment of his/her office or any extension thereof.

(c) Leaves of absence with pay shall be granted for Employees to attend and serve as delegates to conventions and organization conferences related to their Union provided that such leave shall not exceed eighteen (18) work days for each year of this Agreement. Upon ratification of this Agreement, the Union's balance shall be eighteen (18) working days. Unused days may be carried over during the term of this Agreement.

(d) Seniority, and vacation shall accumulate during leaves of absence extending beyond twenty (20) working days.

12.3. Bereavement Leave.

All City Employees shall be granted up to four (4) working days off for a death in the Employee's immediate family. This leave shall commence when requested by the Employee but in no event later than one week after the death. In exceptional circumstances the Human Resources Director may grant the leave request at a later date outside the one week specified above. Death in the Employee's immediate family shall be construed to mean one (1) of the following: Husband, Wife, Domestic Partner, Children, Parents, Brother, Sister, Grandparents, Great Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Spouses' Grandparents, and Great Grandparents, or any person who stands in loco parentis to the Employee, or any person or relative with whom the Employee is making his or her home. Additional time off will be granted for necessary travel to distant states for funeral services. The time off allowed in the case of death in the Employee's immediate family shall not be chargeable to either combined leave or vacation time.

In the event of a death of a near relative not listed, up to three (3) days' vacation time may be taken.

12.4. Paid Parental Leave.

Paid Parental Leave shall be provided to employees on the same terms and conditions as non-union employees under Section 40-341 of the City Code.

ARTICLE XIII JURY DUTY: SUBPOENA AS A WITNESS

13.1. In recognition that it is the obligation of every citizen to serve as a juror when called to do so, an Employee called for jury service or subpoenaed as a witness in connection with the Employee's job with the City will be granted leave with full pay; however, the money earned as juror, except the money received for mileage and meals, shall be deducted from the Employee's pay. An Employee will not be granted leave with full pay if a defendant or plaintiff in a court case.

13.2. An Employee serving in such capacity and upon completion of such service prior to the end of the work day, shall promptly report back to the supervisor and/or return to their regular position for completion of the work day.

ARTICLE XIV SAFETY AND HEALTH

14.1. The Employer and the Union shall cooperate in the enforcement of safety regulations. Should an Employee feel that an unsafe or unhealthy situation exists, he shall notify his/her immediate supervisor immediately. The matter shall be considered immediately by the

Employer. If the matter is not adjusted to the satisfaction of the Employee, it shall then become the subject of a grievance procedure.

14.2. The Employer shall provide to the Employee any uniforms, protective clothing, or any type of protective device which is required by the Employer as a condition of employment and is necessary for the safe performance of the Employee's duties.

14.3. A Safety Committee shall consist of three (3) members appointed by the Union and three (3) members appointed by the City, plus the Health and Safety Program Manager. The Safety Committee will meet at the written request of the City or Union to discuss safety issues or problems. However, the Committee will meet at least once every other month to review safety matters, conduct inspections of physical facilities, provide safety-related training programs, and make recommendations as may become necessary.

ARTICLE XV UNEMPLOYMENT COMPENSATION COVERAGE

15.1. The Employer shall place the Employees covered by this Agreement under Senate Substitute No. 1 for Senate Bill No. 13 (An Act to Amend Title 19, Delaware Code, Relating to Unemployment Compensation, by Providing for a Method of Election of Coverage and Reimbursement for Benefits Paid by Agencies and Political Subdivisions of the State of Delaware). Approved by the Governor, July 7, 1964.

ARTICLE XVI HEALTH AND WELFARE

16.1. (a) Through December 31, 2019, the City agrees to provide health insurance and benefits for employee and eligible dependents with a premium contribution made by the employee in Exhibit "D-1".

(b) Effective January 1, 2020, employees covered by this Agreement, who were hired before January 1, 2020, shall be offered three medical plans: PPO 100/80 ("PPO1"), PPO 90/70 ("PPO2"), and Simply Blue EPO Plan 100 ("EPO"). These plans shall be provided to employees covered by this Agreement plus eligible dependents during the term of this Agreement. Employees covered by this Agreement who were hired after this Agreement has been ratified by the Union, approved by City Council, and signed by the Mayor, shall be offered two plans: PPO2 and EPO.

Benefits and required employee contributions and co-pays provided under these plans for Fiscal Year 2020 shall be attached to and made a part of this Agreement as Exhibit "D-1".

Healthcare
(Effective 1/1/20)

- Employee Share
 - 12% of total premium, or
 - 10% of total premium if employee meets with HCP and gets blood screening
 - PPO1 Plan closed to new hires effective 1/1/2020
 - \$150 co-pay for emergency room visits, effective 1/1/2020 (up from \$50)
 - Mandatory generic drug prescriptions, effective 1/1/2020
- Mandatory annual physical and age/gender specific lab screenings for 2% premium discount

(c) Upon retirement, Employees shall have the right to choose, in writing, to continue coverage with the City of Wilmington's health insurance plan, at the Employee's expense, with a deduction from pension payments where applicable, unless the Employee qualifies under the stipulations outlined in subsection 16.2.

16.2. Retiree Medical Program.

Notwithstanding any other provision of this Agreement, the eligibility requirements and retiree medical benefits for any employee hired on or after July 1, 2011, shall be determined in accordance with the terms and provisions of Section 39-5 of the Wilmington City Code relating to individuals hired on or after July 1, 2011.

(a) **Title** – This subsection shall be known as the City of Wilmington Retiree Medical Program. This program will be identical to the medical insurance benefits that are provided for active full-time City Employees, except for retirees who are 65 years of age or older. The City reserves the right to offer a different plan for retirees who are 65 years or older, provided that the plan offers benefits comparable to those benefits offered to active Employees, i.e., medical and prescription coverage will be of similar value.

(b) **Eligibility** – To be eligible for Retiree Medical Program (“Program”) benefits, the City Employee must first be eligible for a City pension. The Program is applicable to all members of this bargaining unit who are active (on the City payroll) full-time Employees as of January 1, 2000, and all Employees first employed in a full-time position after said date. Any bargaining unit Employee who is eligible for City Employee pension benefits pursuant to any of the City Employee pension benefit programs shall then meet the following requirements in order to receive Retiree Medical Program benefits pursuant to this section:

(1) Bargaining unit Employees who are not less than fifty-five (55) years of age with not less than twenty (20) years of service as City Employees.

(2) Any bargaining unit Employees who are not less than sixty-five (65) years of age with not less than ten (10) years of City Employee service. This subsection shall apply only to those Employees who are on the City's payroll as of January 1, 2000. This subsection shall not apply to any bargaining unit Employees first employed by the City after January 1, 2000.

(3) Any of the aforesaid age requirements may be waived, provided that the Employee is otherwise eligible for "Rule of 85" pension benefits.

(c) **Healthcare Coverages** – This Program shall pay not less than 80% of the blended rate up to a maximum of \$8,000.00 for eligible retirees who are less than 65 years of age. The Program shall pay not less than 80% of the blended rate up to \$4,000.00 for retirees who are 65 years of age or older. "Blended rate" shall mean the average cost to the City for all active participants in the program.

(d) **Spousal Coverage.**

(1) Spouses and other eligible dependents of covered bargaining unit Employees who are eligible under Subsection 16.2(b)(2). Eligibility, as outlined above, shall be permitted to participate in the Retiree Medical Program Group Plan at the group rate for the lifetime of the covered spouse. Premiums shall be the responsibility of the retired City Employee or covered spouse. Spouses shall continue as long as they are receiving a City pension benefit.

(2) The premiums for spousal and/or other eligible dependents covered shall be published annually and shall reflect the City's actual cost for that coverage.

(e) **Dental Benefit** – A dental benefit shall also be optional at the discretion of the retiree. Persons opting for the dental benefit shall be entirely responsible for payment of the requisite premium.

(f) **Disability** – Any bargaining unit Employee with at least fifteen (15) years of service, who otherwise qualifies for a City disability pension benefit, shall be eligible for the Retiree Medical Program benefits of this section.

16.3. **Dental Plan.** The Employer will continue its Dental Plan as attached in Exhibit "D-2".

16.4. **Long-Term Disability.** The Employer will continue its current Long-Term Disability Benefit during the life of this Agreement. The benefit payable under this plan is 60% of the basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.

16.5. **Opt-Out.** Any Employee who can show proof of other health insurance coverage shall be eligible for \$200.00 per month opt out effective upon ratification of this Agreement.

16.6. (a) **Life Insurance.** The Employer agrees to assume the full cost of insurance equal to one and one-half (1½) times the Employee's annual salary, rounded to the next thousand dollars with a maximum of fifty thousand dollars (\$50,000.00) with additional accidental death and dismemberment benefits for each Employee effective upon ratification of this Agreement.

(b) Upon retirement, Employees shall have the right to choose, in writing, to convert their City of Wilmington group life insurance to an individual policy without evidence of insurability in accordance with the terms and conditions of the group life policy and as described in their group life certificates, at the Employee's expense.

To exercise this privilege, the Employee is required to make proper application to the insurance company and to pay the appropriate premium within thirty-one (31) days from the date of termination of employment.

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

ARTICLE XVII BULLETIN BOARDS

17.1. The Employer agrees to provide reasonable bulletin board space labeled with the Union's name where notices of official Union matters may be posted by the Union.

ARTICLE XVIII VISITATION

18.1. Officers or accredited representatives of the Union shall, upon request by the Union and based on operational needs, be permitted to visit the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances.

ARTICLE XIX WORKING CONDITIONS

19.1. Uniforms and Protective Clothing.

If any Employee is required by the Employer to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device, including raincoats and boots to Parking Regulation Enforcement Officers, shall be furnished without cost to the Employee by the Employer. The cost of maintaining the uniform or protective clothing in proper working conditions shall be paid by the Employer. All Parking Regulation Enforcement Officers, Water Meter Readers, Radio Room Employees, and Scofflaw Enforcers covered by this Agreement are to receive a \$250 uniform maintenance allowance annually, but cleaning of uniforms will not be provided.

19.2. Mileage Allowance.

The Employer agrees to provide a mileage allowance according to the City's travel policy approved by the Administrative Board, to those Employees who are required to use their private vehicles in the course of official City duties.

19.3. Meal Allowance.

(a) Any Employee who is requested to and does work any ten (10) continuous hours shall receive a meal allowance of \$10.00. Employee shall be furnished additional meal allowances every four (4) hours thereafter while s/he continues to work. This allowance shall not apply to employees covered in Section (b) below.

(b) For Employees in the Communication Division of the Wilmington Police Department who are classified as Emergency Call Operators and Emergency Communications Specialists, the Employer shall furnish a \$10.00 meal allowance to any Employee who is requested to and does work two consecutive hours beyond their assigned shift. The Employee shall be furnished additional meal allowances every four (4) hours thereafter while s/he continues to work.

19.4. Protective Clothing.

Code Enforcement Officers and Labor Foreman will be supplied with protective clothing to be maintained by the respective departments.

19.5. Exemplary Attendance Bonus.

Beginning with the payment for calendar year 2009, Employees who maintain exemplary annual attendance shall receive the following cash bonus payable no later than the fourth Friday in February:

0 sick days used	\$400.00
Up to 1 sick day used	\$300.00
Up to 2 sick days used	\$200.00

Exemplary attendance shall be defined as not missing time from work except for jury duty, military leave, death leave, vacation, leave for Union business, or any absence due to Worker's Compensation for less than sixty (60) calendar days.

If Employees are docked for lateness, they will be eligible for the following bonus:

Less than 8 cumulative hours per year	\$300.00
More than 8 cumulative hours, but less than 16 per year	\$200.00

NOTE: Any lateness of four (4) hours or more in any one (1) day shall count as a full day for purposes of this section.

19.6. CDL Bonus.

Employees in the Parks and Public Works departments who possess and maintain a Commercial Driver's License for the performance of their duties shall have one of the following amounts included in their base salary each year for the duration of this Agreement:

CDL-A	\$625.00
CDL-B	\$525.00

An additional bonus of \$150.00 will be provided to employees with a tanker endorsement.

19.7. Shoe Allowance.

Effective July 1, 2019, Employees who are engaged in working in the field in hazardous areas as designated by their department head or work in the radio room, shall receive up to one hundred-fifty dollars (\$150.00) each year of the contract towards the purchase of safety shoes, during the term of this Agreement. Employees will have the option of either purchasing the shoes themselves or obtaining the shoes from an approved vendor. To qualify for reimbursement, under this section, Employees shall be required to present the new shoes for inspection to their immediate supervisor, along with a receipt for their purchase.

19.8. Base Level Water Supply Operator License Bonus.

All Employees who are required to obtain and maintain the following licenses and endorsements shall receive the following annual bonus which will be paid on a semi-annual basis.

Base Level Water Supply Operator License \$400.00

Labor Foreman II (Water Distribution)

Base Level w/Advanced Distribution System Operator Endorsement \$500.00

Labor Foreman II (Water Production)
Water Distribution Supervisor
Assistant Water Distribution Supervisor

Base Level w/Advanced Distribution and Surface Water Treatment System Operator Endorsements \$600.00

Assistant Water Production Supervisor
Water Production Maintenance Foreman

19.9. International Code Council (I.C.C.) Certification.

Effective January 1, 2016, all Employees who are required to obtain and maintain the following certifications shall receive the following annual bonus which will be paid by June 30 for the prior year.

Residential Property Maintenance Certification \$450.00

Code Enforcement Inspector (Housing)

Commercial Building Inspector Certification \$550.00

Code Enforcement Inspector (Building)

Commercial/Mechanical Plumbing Certification \$650.00

Mechanical Code Enforcement Inspector

Note: The City shall provide a letter confirming that certification is not required for the following positions:

Business Compliance Officer

Administrative Clerk I

Building Permit Director

19.10. Photo Identification Cards.

The City will provide photographic identification cards to all Employees. Each Employee must carry his or her identification card when working. Any Employee who loses his or her identification card shall pay \$5.00 for the first replacement and \$25.00 for each subsequent replacement, unless the loss is beyond the Employee's control.

19.11. Association of Public Safety Communications Officials (APCO) Certification.

Employees classified as Emergency Call Operator, Emergency Communications Specialist, Teleserve Operator, and Senior Emergency Communications Specialist, shall be required to obtain and maintain an Association of Public Safety Telecommunicator (PST) ("APCO") Certification.

The certification must be completed in order to successfully pass the probationary period of their position. Effective July 1, 2009, all employees who have obtained and maintain the "APCO – Public Safety Telecommunicator Certification" shall receive an annual bonus of \$400.

The City of Wilmington Department of Police will secure and pay the cost for the first instructional training associated with the certification. In the event a probationary employee fails the initial course of instruction, s/he may elect to retake the course at his/her own expense

and on their own time. Failure to obtain certification of the "Public Safety Telecommunicator" course will result in termination.

All Communication personnel must successfully complete a re-certification of the "Public Safety Telecommunicator" course every three years. The Wilmington Department of Police will pay the initial cost associated with re-certification. In the event any employee fails to be re-certified, the employee may elect to re-take the course at his/her own expense and on their own time. The employee shall have an additional 90 days from the date of the re-certification test to secure certification. Failure to obtain re-certification of the "Public Safety Telecommunicator" course will result in termination.

19.12. **Communications Device Stipends.** Effective January 1, 2016, the City shall provide cell phones to Labor Foremen, Water Meter Reader and L&I Inspectors for use in the performance of their duties or provide a stipend of \$15.00 per month if personal cell phones are used in the performance of the Employee's duties.

ARTICLE XX WORK RULES AND REGULATIONS

20.1. The Union agrees that the Employer has complete authority over the policies and administration of City Departments, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of department operations and not covered by this Agreement is the province of the Employer. Should the Union object to any rule or regulation as being violative of this Agreement, it may resort to the Grievance Procedure outlined in this Agreement including Arbitration.

ARTICLE XXI HOURS OF WORK PREMIUM RATES

21.1. Management reserves this right to complete authority over the policies and administration of City department which it exercises under the provisions of law and in fulfilling the responsibilities including the establishment of work rules and regulations including the exclusive prerogative that when work is to be delayed or canceled due to adverse weather conditions the decision solely rests with the Employer.

21.2. Overtime shall be divided and rotated as equally as possible within the division and classification according to seniority and among those Employees who regularly perform such work.

Each Employee has the right to refuse overtime. However, if the City determines that overtime is necessary and there are no volunteers, overtime will be required on a rotating basis in inverse order of seniority among those Employees who normally and regularly perform the work.

21.3. The City and Union believe that all provisions of this contract dealing with wage and hourly benefits are equal to or in excess of wage and hourly benefits conferred by the FLSA. In the event it is subsequently determined that the FLSA confers benefits greater than those provided for in this contract, the City and Union will immediately enter into negotiations.

21.4. For Employees who are exempt under the Fair Labor Standards Act ("FLSA"), the annual salary shall be considered full compensation for all hours worked, except, that in such instances specifically provided for in this Agreement an exempt Employee is required to perform essential overtime or is on call time approved by the Commissioner or Department Head, such Employee shall be paid for such hours at his or her straight time rate.

21.5. Non-Task Workers and Non-Shift Workers.

(a) The regular work day for Employees shall consist of eight (8) hours of the regular work week consisting of forty (40) hours, Monday through Friday inclusive. This regular eight (8) hour work day includes the lunch period (one (1) hour). Pursuant to Chapter 2, Section 4-200 of the City of Wilmington's Home Rule Charter, the City also reserves the right to assign Employees to work weeks other than Monday through Friday and within the confines of a five (5) day work week if the requirements of City government makes this essential.

The following sections: (b), (c), and (d) apply to positions with salary grades of J and below only:

(b) Time and one-half shall be paid for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period or in excess of forty (40) hours per work week.

(c) Time and one-half shall be paid for work performed on Saturday and double time for work performed on Sunday.

(d) Work performed prior to or beyond the Employee's regular starting or quitting time shall be compensated for at the rate of time and one-half of the Employee's regular rate of pay.

21.6. Call Time.

This provision shall apply to all Employees of Salary Grade J or below. Any Employee called to work outside of his/her regularly scheduled shift without prior notice, such as the day or night before, shall be paid for a minimum of four (4) hours at the rate of time and one-half. If the call time work assignment and the Employee's regular shift overlap, the Employee shall be paid the call time rate of time and one-half until he completes four (4) hours work. The Employee shall then be paid for the balance of their regular work shift at the appropriate rate. No Employee shall be entitled to receive call time as provided herein more than once in any one (1) calendar day. This provision shall also apply to Employees called to work due to weather conditions.

21.7. Standby Time.

(a) All Employees who are regularly assigned to weekly standby duty within their departments by the department head after review by the Human Resources Director shall receive sixteen (16) hours pay per week at a straight time rate. Employees may opt to credit these hours toward compensatory time. Any Employee of Salary Grade L and above who may be called to work outside his/her regularly scheduled shift in essential and necessary work which is approved by the Commissioner or department head shall be paid at his/her straight time rate. This provision shall also apply to Employees called to work due to weather emergencies.

(b) All Employees who are assigned to standby duty of less than a week will be compensated at two and one-half hours per each day at a straight time rate. Any Employee of Salary Grade L and above who may be called to work outside his/her regularly scheduled shift in essential and necessary work which is approved by the Commissioner or department head shall be paid at their straight time rate. This provision shall also apply to Employees called to work due to weather emergencies.

21.8. Shift-Workers.

(a) The shift workers regular workday shall consist of eight (8) hours, and the work week shall consist of forty (40) hours within a seven (7) day payroll week. This subsection shall also apply to shift workers employed in the Wilmington Department of Police who are classified as Communications and Data Specialists and who are assigned CLUES AND PST work.

The following sections: (b), (c), and (d) apply to positions with salary grades of J and below only:

(b) Time and one-half shall be paid to shift workers for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period or in excess of forty (40) hours per work week as defined in Subsection (a). This subsection shall also apply to shift workers employed in the Wilmington Department of Police who are classified as Communications and Data Specialists and who are assigned CLUES AND PST work.

(c) The work days of shift workers employed in the Communication Division of the Wilmington Police Department who are classified as Emergency Call Operators and Emergency Communications Specialists, will consist of what is currently in effect. The City and the Union agree to meet and confer at least 90 days before any change to work schedules is implemented.

(d) Shift workers employed in the Communication Division of the Wilmington Police Department who are classified as Emergency Call Operators and Emergency Communications Specialists will receive time-and-one-half for hours worked in excess of their assigned shift.

(e) (1) Employees regularly employed on the second shift shall receive in addition to their pay a premium of \$0.80 per hour for such work. Employees regularly

employed on the third shift shall receive in addition to their regular pay a premium in the amount of \$1.00 per hour for such work.

(2) The first shift is any shift that regularly starts at 7:00 a.m. or 8:00 a.m. The second shift is any shift that regularly starts at 3:00 p.m. or 4:00 p.m. The third shift is any shift that regularly starts at 11:00 p.m. or 12:00 midnight.

21.9. Compensatory Time.

(a) Any Employee eligible to receive premium pay pursuant to Article XXI may elect to receive compensatory time in lieu of pay. Compensatory time will accrue at the same rate as the applicable premium pay rate. For example, if an Employee is eligible to receive pay at the rate of time and one half, then that Employee may elect to receive one and one half hours of compensatory time for each hour worked.

(b) All requests to use accrued compensatory time must be approved in advance by the immediate supervisor. Employee will be authorized to use accrued compensatory time only to the extent that such time has been accrued.

(c) No Employee may accrue more than sixty (60) hours of compensatory time. If the maximum accrual is reached, all premium time worked beyond that point must be compensated in pay. Compensatory time must be taken within the calendar year in which it was earned.

ARTICLE XXII ALTERATION OF AGREEMENT

22.1. No Agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any Employee or group of Employees with the Employer and in no case shall it be binding upon the parties hereto unless the Agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

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

22.3. It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal and State Laws, or mandatory provisions of the City Charter, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

ARTICLE XXIII TERMINATION, CHANGE, OR AMENDMENT

23.1. This Agreement shall be effective commencing July 1, 2015, and shall terminate on June 30, 2018. The Agreement, however, shall be automatically renewed annually

from year to year unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given to the other party in writing by Certified Mail on or before April 1 of the year in which this Agreement is to be terminated, modified, or amended.

23.2. If either party gives notice requesting changes in the Agreement, the parties will endeavor to begin negotiations on or about April 1, 2018.

ARTICLE XXIV NO STRIKE

24.1. Both the Union and the Employer recognize the importance of the services rendered by the Employees covered by this Agreement and the duty of the Employer to render continuous service to the Public. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike or work stoppage during the life of this Agreement. The Employer agrees that there shall be no lockout during the life of the Agreement.

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

ARTICLE XXV EMPLOYEE PERFORMANCE EVALUATION

25.1. The purpose of the Employee Performance Evaluation shall be primarily to inform Employees of the acceptability of their work performance and how they can improve their work performance. It is not to be construed as a disciplinary action.

Appeals of performance evaluations may be made in accordance with the grievance procedure.

ARTICLE XXVI CLASSIFICATION AND SALARIES

26.1. Employees' salaries for Fiscal Years 2019, 2020, 2021 and 2022 shall be set forth in Exhibit "F".

26.2. Current regular employees, as defined by City Code Section 40-6, who are or were employed by the City on the date this Agreement is both ratified by the membership of the Union and approved by the Mayor and Council, shall receive a one-time signing bonus payment ("Payment") in the amount of \$1,250. This Payment shall be made promptly after this Agreement is ratified by the membership of Local 1102 and approved by the Mayor and City Council. Only current regular employees, who are employed by the City when this Agreement is ratified by the membership and approved by the Mayor and Council, shall receive the Payment.

**ARTICLE XXVII
DRUG AND ALCOHOL POLICY**

Local 1102 will cooperate with the City of Wilmington in the enforcement of the City's Drug and Alcohol Policy. There will be no random testing.

Furthermore, if there is a dispute or a perceived violation of the policy, the individual case may be resolved through the grievance procedure as outlined in Article IV of the contract.

**ARTICLE XXVIII
MUNICIPAL PENSION**

Employees hired on or after July 1, 2011, shall be required to participate in the Delaware County and Municipal Pension Plan described in Chapter 55A of Title 29 of the Delaware Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 2019.

FOR THE EMPLOYER:

Mayor

ATTEST:

City Clerk

Approved as to form

Assistant City Solicitor

City Negotiation Team
Charlotte B. Barnes
Maria Perez
Marchelle Basnight
Daniel Owens
Robert Goff
William W. Bowser, Esq.

FOR THE UNION LOCAL 1102 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O. AND DELAWARE PUBLIC EMPLOYEES COUNCIL 81

DELAWARE PUBLIC EMPLOYEES COUNCIL 81

Michael Begatto
Executive Director

Evonne Murray
Staff Representative

Lance Geren, Esq.
Chief Negotiator

William W. Bowser, Esq.
Chief Negotiator

Negotiation Team Local 1102 AFSCME AFL-
CIO

Steven Colon
Bryant Cottman
Kenesia Jackson
Shante Watson
Craig Wolfrey
Ellis Blomquist
Richard Rivera
Aleta Clay
Rae'Nita Shazier
Edward Gibson
Michelle Bullock-Farmer
Dinah Davis Russ
Evonne Murray
Lance Geren, Esq.

EXHIBIT A

Sec. 40-113. Classified service – subject and methods of examination or evaluation.

The content of all examinations and/or methods of evaluation shall be determined and/or approved by the Human Resources Director. The method used may be any evaluation of education, work history, experience or skills, or any test of skills or abilities that fairly evaluates the relative qualifications of the applicants. These may include:

- Written.
- Oral.
- Demonstrative.
- Assembled/Unassembled.

(Code 1968, §40-45)

EXHIBIT B

Sec. 40-131. Classified service – eligibility lists generally.

(a) Priority for consideration for employment shall be given to the various eligibility lists in the following descending order: reemployment lists, promotional lists, and open competitive lists.

(b) Reemployment lists shall consist of city Employees who were laid off due to the elimination of their positions or transferred to positions in a lower pay grade in lieu of layoff as set forth in section 40-189.

(c) Promotional lists shall consist of applicants from the regular classified service who have successfully met the criteria for the position as determined by the Human Resources Director.

(d) Open/competitive lists shall consist of applicants who have successfully met the criteria for the position as determined by the Human Resources Director.

(Code 1968 §40-31)

EXHIBIT C

Sec. 40-133. Certification of candidates to eligibility lists.

(a) The Human Resources Director shall establish criteria for certification on an appropriate eligibility list, which may include, but is not limited to, those qualifications specified in section 40-112 (education, experience, etc.) Any candidate so certified must possess the minimum qualifications specified for the position.

(b) When the initial evaluation of the applicants for any vacant position is completed, the names of the applicants shall be listed in rank order by the Human Resources Director or his/her designee, with the highest rated applicant listed first.

(c) After the expiration of a position posting period, if sufficient numbers of qualified applicants have applied for the position, a minimum of three (3) certified candidates shall be placed on the eligibility list.

(d) In extraordinary circumstances, when there are fewer than three (3) certified candidates, the Human Resources Director, at his or her discretion, nonetheless may authorize such list of candidates for consideration for employment.

(e) If there are not a sufficient number of candidates on the eligibility list, the commissioner or department head may request that additional names be considered for certification with the approval of the Human Resources Director by reopening the examination process.

(Code 1968 §40-32)

EXHIBIT D-1

**FY'20 LOCAL UNION 1102 Active, Medical and RX Plan Rates-Effective 01/01/2020
HIGHMARK BCBS DE MEDICAL AND EXPRESS SCRIPTS RX PLAN SUMMARY**

Service	**EPO Plan		**PPO II Plan		PPO I Plan <small>(Enrollment Restrictions Apply)</small>	
	In Network		In Network	Out-of-Network	In Network	Out-of-Network
Deductibles						
Employee Only	\$ 500**		None	\$300**	None	\$300**
Employee + One	\$1,000**			\$600**		\$600**
Employee + Family	\$1,500**			\$900**		\$900**
Co-insurance Limits						
Employee Only	None		\$500*	\$1,500**	None	\$1,500**
Employee +One			\$1,000*	\$3,000**		\$3,000**
Family			\$1,500*	\$4,500**		\$4,500**
Lifetime maximums	Unlimited					
Preventive						
Annual Exams	100%		100%	Not covered	100%	Not covered
Annual GYN Exam	100%		100%	Not covered	100%	Not covered
Mammogram	100%		100%	70%*	100%	80%*
Colonoscopy	100%		100%	70%*	100%	80%*
Pap Smear	100%		100%	70%*	100%	80%*
Well-child Care	100%		100%	Not covered	100%	Not covered
Immunizations	100%		100%	70%*	100%	80%*
Vision Exams	Not Covered		Not Covered	Not covered	Not Covered	Not covered
Hearing Exams	100% (PCP office)		100% (PCP office)	Not Covered	100% (PCP office)	Not Covered
Prostate Screening	100%		100%	70%*	100%	80%*
Illness or Injury						
Primary Doctor	\$30 co-pay		\$10 co-pay	70%*	\$5 co-pay	80%*
Specialist/Referral	\$30 co-pay		\$20 co-pay	70%*	\$10 co-pay	80%*
Laboratory Services	100%*		100%	70%*	100%	80%*
Imaging	100%*		90%	70%*	100%	80%*
Chiropractic	100%*		90%	70%*	100%	80%*
In The Hospital						
Room and Board	100%*		90%	70%*	100%	80%*
Physician & Surgeon	100%*		90%	70%*	100%	80%*
Other Services	100%*		90%	70%*	100%	80%*
Surgery – Outpatient	100%*		90%	70%*	100%	80%*
Maternity	100%*		90%	70%*	100%	80%*
Emergency						
Physician's Office	\$30 co-pay		\$10 co-pay	70%*	\$5 co-pay	80%*
Medical Aid Units	\$30 co-pay		\$22 co-pay	70%*	\$10 co-pay	80%*
Hospital ER	\$150 co-pay (waived if admitted)		\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)
Mental Health & Substance Abuse						
Inpatient						
Office Visits	100%*		90%	70%*	100%	80%*
	\$30 co-pay		\$10 co-pay	70%*	\$5 co-pay	80%*
Prescription Drugs (Mandatory Generic)	\$10/\$20/\$35 for a 30 day supply					
Retail	\$20/\$40/\$70 for a 90 day supply					
Mail Order						
Employee Bi -Weekly Cost (26)	12%	Wellness @ 10%	12%	Wellness @ 10%	12%	Wellness @ 10%
Employee Only	\$ 34.43 HRA \$250***	\$ 28.69 HRA \$250***	\$ 41.05 HRA \$250***	\$ 34.21 HRA \$250***	\$53.73	\$44.77
Employee + One	\$ 63.30 HRA \$500***	\$ 52.75 HRA \$500***	\$ 75.14 HRA \$500***	\$ 62.62 HRA \$500***	\$97.79	\$81.46
Employee + Family	\$ 92.87 HRA \$750***	\$ 77.39 HRA \$750***	\$ 110.27 HRA \$750***	\$ 91.89 HRA \$750***	\$143.55	\$119.63

* Percentage paid after deductible.

**Co-Insurance / Deductibles – Out-of-Network (PPO I and PPO II) ; Network Deductible (EPO)

***Includes HRA=Employer Paid Health Reimbursement Account

EXHIBIT D-2

CITY OF WILMINGTON
 FY'20 ACTIVE EMPLOYEE
 METLIFE DENTAL PLAN SUMMARY

Coverage Type	Dental Plan 1	Dental Plan 2		Dental Plan 3
		PDP In-Network	Out-of-Network	Buy-Up
Type A • Cleanings, Oral exams, X-Rays • Other maintenance type procedures • Preventive Services	75%	100% of PDP Fee* No Deductible	100% of R&C Fee** No Deductible	100%
Type B • Fillings/Extractions • Other standard: Endodontic, Periodontics, Oral Surgery • Basic Restorative	75%	80% of PDP Fee*	80% of R&C Fee**	90%
Type C • Bridges, Dentures, Implants • TMJ & other complex procedures • Major Restorative	75%	60% of PDP Fee*	60% of R&C Fee**	60%
Type D • Orthodontia	75%	50% of PDP Fee*	50% of R&C Fee**	60%
Deductible (type B & C Services) Individual Family	None	\$ 50 \$150		None
Annual Maximum Benefit	\$ 2,500 Per family	\$ 1,500 Per individual		\$ 2,500 Per individual
Orthodontia Lifetime Maximum Per Individual (Included in \$2,500 annual FAMILY max)	Adult & Children \$7,500	\$1,000 (to age 18) Per Individual Dependent Child to age 18 (separate maximum)		Adult & Children \$5,000
Employee Cost Per Pay Employee only Employee + One Family	\$ 1.00 \$ 2.00 \$ 3.00	.50 \$ 1.00 \$ 1.50		\$ 4.00 \$ 6.00 \$ 10.00
*PDP Fee refers to the fees that participating PDP dentists have agreed to accept as payment in full, subject to any co-payments, deductibles, cost sharing and benefits maximums. **R&C Fee refers to the Reasonable and Customary (R&C) charge which is based on the lowest of (1) the dentist's actual charge, (2) the dentist's usual charge for the same or similar services, or (3) the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife.				

EXHIBIT E

WAGES AND SALARIES - AFSCME LOCAL 1102

<u>GRADE A</u>
<u>GRADE B</u>
<u>GRADE C</u>
Records Clerk
<u>GRADE D</u>
Clerk II IT Support Services Technician
<u>GRADE E</u>
Account Clerk III Parking Regulations Enforcement Officer Scofflaw Enforcer Teleserve Operator
<u>GRADE F</u>
Account Clerk III Parking Regulations Enforcement Officer Scofflaw Enforcer
<u>GRADE G</u>
Account Entry Clerk Administrative Clerk I Communications Assistant Communications and Data Specialist Data Entry Clerk III Document Management Technician Police Records Specialist Police Reports Specialist Senior Clerk Vehicle Maintenance Technician
<u>GRADE H</u>
Account Technician Administrative Clerk II Assistant Water Meter Supervisor Constituent Service Assistant Delinquent Accounts Officer Emergency Call Operator

Labor Foreman II
<u>GRADE I</u>
Administrative Clerk III Assistant Street and Sewer Maintenance Supervisor Construction Inspector Customer Service Representative II Emergency Communications Specialist Senior Parking Regulation Enforcement Officer
<u>GRADE J</u>
Administrative Coordinator Assistant Street Cleaning Supervisor Document Management Systems Administrator Purchasing Coordinator I Purchasing Technician Senior Emergency Communications Specialist
<u>GRADE K</u>
Assistant Building Services Manager Chief Construction Inspector Meter Reader Service Coordinator
<u>GRADE L</u>
Assistant Sanitation Supervisor Delinquent Accounts Agent Earned Income Tax Agent ITMS Senior Technician Purchasing Coordinator II Settlement Clerk Water Quality Specialist
<u>GRADE M</u>
Building Permit Director Business Compliance Officer Code Enforcement Inspector Customer Service Consultant II Physical Activities Coordinator Recreation Program Coordinator Technical Landscape Foreman Traffic Maintenance Foreman Water Production Maintenance Foreman Water Quality Assistant
<u>GRADE N</u>
City Forester Executive Assistant to the Fire Chief Mechanical Code Enforcement Inspector

<u>GRADE O</u>
Purchasing Agent II Sanitation Supervisor Sewer Maintenance Supervisor Street Cleaning Supervisor
<u>GRADE P</u>
Assistant Water Distribution Supervisor Purchasing Agent II
<u>GRADE Q</u>
Building Code Enforcement Inspector Water Distribution Supervisor

EXHIBIT F
RATE SCHEDULE
LOCAL 1102

July 1, 2018 – June 30, 2019

	1	2	3	4	5	6	7
A	\$24,310.41	\$25,554.17	\$27,454.25	\$28,299.00	\$29,073.14	\$29,980.69	\$30,583.90
B	\$25,098.61	\$27,556.30	\$29,426.92	\$30,150.27	\$31,066.86	\$31,866.44	\$32,582.12
C	\$26,294.29	\$28,389.52	\$30,292.54	\$31,084.66	\$31,771.51	\$32,726.62	\$34,138.70
D	\$27,376.02	\$29,202.99	\$31,161.64	\$31,987.37	\$32,673.76	\$33,785.80	\$35,860.37
E	\$28,552.88	\$30,510.54	\$32,581.74	\$33,403.76	\$34,227.77	\$35,291.29	\$36,992.15
F	\$29,788.89	\$31,972.55	\$34,276.91	\$35,124.42	\$36,023.07	\$37,099.09	\$38,770.73
G	\$31,080.34	\$32,772.76	\$35,431.23	\$36,358.44	\$37,258.17	\$38,442.96	\$40,466.44
H	\$32,058.45	\$34,397.93	\$37,248.08	\$38,461.09	\$39,358.96	\$40,774.30	\$43,509.72
I	\$33,519.31	\$35,492.57	\$38,439.77	\$39,591.21	\$40,659.97	\$42,050.72	\$44,644.42
J	\$34,638.96	\$38,052.31	\$41,274.87	\$42,284.86	\$43,413.98	\$44,564.69	\$46,606.66
K	\$36,034.78	\$39,588.15	\$42,995.42	\$44,031.13	\$45,233.15	\$46,412.39	\$48,575.02
L	\$37,406.78	\$41,235.27	\$44,877.90	\$45,959.63	\$47,181.31	\$48,419.72	\$50,884.87
M	\$38,716.38	\$43,097.53	\$46,843.35	\$48,041.79	\$49,333.24	\$50,738.73	\$54,400.85
M-W	\$38,716.38	\$43,097.53	\$46,843.35	\$48,041.79	\$49,333.24	\$50,738.73	\$54,400.85
N	\$40,704.40	\$45,529.71	\$49,289.43	\$50,738.97	\$51,966.21	\$53,696.38	\$57,458.08
O	\$42,290.23	\$47,236.81	\$52,485.99	\$53,770.73	\$55,000.08	\$56,507.45	\$59,125.41
P	\$44,045.45	\$49,256.10	\$54,549.13	\$55,929.17	\$57,168.59	\$58,781.56	\$61,108.81
Q	\$47,208.20	\$54,047.10	\$57,979.50	\$59,476.54	\$61,441.11	\$63,044.05	\$65,611.79

July 1, 2019 – December 31, 2019

	1	2	3	4	5	6	7
A	\$24,796.62	\$26,065.26	\$28,003.34	\$28,864.98	\$29,654.61	\$30,580.30	\$31,195.58
B	\$25,600.58	\$28,107.43	\$30,015.45	\$30,753.27	\$31,688.20	\$32,503.77	\$33,233.76
C	\$26,820.18	\$28,957.31	\$30,898.39	\$31,706.35	\$32,406.94	\$33,381.15	\$34,821.47
D	\$27,923.54	\$29,787.05	\$31,784.87	\$32,627.11	\$33,327.24	\$34,461.52	\$36,577.58
E	\$29,123.94	\$31,120.76	\$33,233.38	\$34,071.84	\$34,912.32	\$35,997.11	\$37,731.99
F	\$30,384.67	\$32,612.00	\$34,962.44	\$35,826.90	\$36,743.54	\$37,841.07	\$39,546.14
G	\$31,701.94	\$33,428.22	\$36,139.86	\$37,085.61	\$38,003.34	\$39,211.82	\$41,275.77
H	\$32,699.62	\$35,085.89	\$37,993.04	\$39,230.31	\$40,146.14	\$41,589.78	\$44,379.91
I	\$34,189.70	\$36,202.42	\$39,208.57	\$40,383.04	\$41,473.17	\$42,891.74	\$45,537.31
J	\$35,331.74	\$38,813.35	\$42,100.37	\$43,130.56	\$44,282.26	\$45,455.99	\$47,538.80
K	\$36,755.48	\$40,379.91	\$43,855.33	\$44,911.75	\$46,137.82	\$47,340.64	\$49,546.52
L	\$38,154.92	\$42,059.98	\$45,775.45	\$46,878.82	\$48,124.94	\$49,388.12	\$51,902.57
M	\$39,490.71	\$43,959.48	\$47,780.21	\$49,002.63	\$50,319.90	\$51,753.51	\$55,488.87
M-W	\$39,490.71	\$43,959.48	\$47,780.22	\$49,002.63	\$50,319.90	\$51,753.50	\$55,488.87
N	\$41,518.49	\$46,440.30	\$50,275.22	\$51,753.75	\$53,005.53	\$54,770.30	\$58,607.24
O	\$43,136.03	\$48,181.55	\$53,535.71	\$54,846.15	\$56,100.08	\$57,637.60	\$60,307.92
P	\$44,926.36	\$50,241.23	\$55,640.11	\$57,047.76	\$58,311.96	\$59,957.19	\$62,330.98
Q	\$48,152.36	\$55,128.04	\$59,139.09	\$60,666.07	\$62,669.93	\$64,304.93	\$66,924.03

**January 1, 2020 – June 30, 2020
\$500 Flat Amount**

	1	2	3	4	5	6	7
A	\$25,296.62	\$26,565.26	\$28,503.34	\$29,364.98	\$30,154.61	\$31,080.30	\$31,695.58
B	\$26,100.58	\$28,607.43	\$30,515.45	\$31,253.27	\$32,188.20	\$33,003.77	\$33,733.76
C	\$27,320.18	\$29,457.31	\$31,398.39	\$32,206.35	\$32,906.94	\$33,881.15	\$35,321.47
D	\$28,423.54	\$30,287.05	\$32,284.87	\$33,127.11	\$33,827.24	\$34,961.52	\$37,077.58
E	\$29,623.94	\$31,620.76	\$33,733.38	\$34,571.84	\$35,412.32	\$36,497.11	\$38,231.99
F	\$30,884.67	\$33,112.00	\$35,462.44	\$36,326.90	\$37,243.54	\$38,341.07	\$40,046.14
G	\$32,201.94	\$33,928.22	\$36,639.86	\$37,585.61	\$38,503.34	\$39,711.82	\$41,775.77
H	\$33,199.62	\$35,585.89	\$38,493.04	\$39,730.31	\$40,646.14	\$42,089.78	\$44,879.91
I	\$34,689.70	\$36,702.42	\$39,708.57	\$40,883.04	\$41,973.17	\$43,391.74	\$46,037.31
J	\$35,831.74	\$39,313.35	\$42,600.37	\$43,630.56	\$44,782.26	\$45,955.99	\$48,038.80
K	\$37,255.48	\$40,879.91	\$44,355.33	\$45,411.75	\$46,637.82	\$47,840.64	\$50,046.52
L	\$38,654.92	\$42,559.98	\$46,275.45	\$47,378.82	\$48,624.94	\$49,888.12	\$52,402.57
M	\$39,990.71	\$44,459.48	\$48,280.21	\$49,502.63	\$50,819.90	\$52,253.51	\$55,988.87
M-W	\$39,990.71	\$44,459.48	\$48,280.22	\$49,502.63	\$50,819.90	\$52,253.50	\$55,988.87
N	\$42,018.49	\$46,940.30	\$50,775.22	\$52,253.75	\$53,505.53	\$55,270.30	\$59,107.24
O	\$43,636.03	\$48,681.55	\$54,035.71	\$55,346.15	\$56,600.08	\$58,137.60	\$60,807.92
P	\$45,426.36	\$50,741.23	\$56,140.11	\$57,547.76	\$58,811.96	\$60,457.19	\$62,830.98
Q	\$48,652.36	\$55,628.04	\$59,639.09	\$61,166.07	\$63,169.93	\$64,804.93	\$67,424.03

July 1, 2020 – June 30, 2021

	1	2	3	4	5	6	7
A	\$25,802.55	\$27,096.56	\$29,073.41	\$29,952.28	\$30,757.70	\$31,701.91	\$32,329.49
B	\$26,622.59	\$29,179.58	\$31,125.76	\$31,878.34	\$32,831.96	\$33,663.84	\$34,408.43
C	\$27,866.58	\$30,046.46	\$32,026.35	\$32,850.48	\$33,565.08	\$34,558.77	\$36,027.90
D	\$28,992.01	\$30,892.79	\$32,930.57	\$33,789.66	\$34,503.78	\$35,660.75	\$37,819.13
E	\$30,216.42	\$32,253.17	\$34,408.04	\$35,263.27	\$36,120.57	\$37,227.06	\$38,996.63
F	\$31,502.36	\$33,774.24	\$36,171.69	\$37,053.44	\$37,988.41	\$39,107.89	\$40,847.07
G	\$32,845.98	\$34,606.78	\$37,372.66	\$38,337.33	\$39,273.40	\$40,506.06	\$42,611.28
H	\$33,863.61	\$36,297.61	\$39,262.91	\$40,524.92	\$41,459.06	\$42,931.58	\$45,777.51
I	\$35,383.49	\$37,436.47	\$40,502.74	\$41,700.70	\$42,812.64	\$44,259.57	\$46,958.06
J	\$36,548.37	\$40,099.62	\$43,452.38	\$44,503.17	\$45,677.91	\$46,875.11	\$48,999.57
K	\$38,000.59	\$41,697.51	\$45,242.43	\$46,319.99	\$47,570.57	\$48,797.45	\$51,047.45
L	\$39,428.02	\$43,411.17	\$47,200.96	\$48,326.39	\$49,597.44	\$50,885.88	\$53,450.62
M	\$40,790.52	\$45,348.67	\$49,245.82	\$50,492.68	\$51,836.30	\$53,298.58	\$57,108.65
M-W	\$40,790.52	\$45,348.67	\$49,245.82	\$50,492.68	\$51,836.30	\$53,298.57	\$57,108.64
N	\$42,858.86	\$47,879.11	\$51,790.73	\$53,298.82	\$54,575.64	\$56,375.71	\$60,289.39
O	\$44,508.75	\$49,655.18	\$55,116.43	\$56,453.07	\$57,732.08	\$59,300.35	\$62,024.08
P	\$46,334.89	\$51,756.05	\$57,262.92	\$58,698.71	\$59,988.20	\$61,666.33	\$64,087.60
Q	\$49,625.41	\$56,740.60	\$60,831.88	\$62,389.39	\$64,433.33	\$66,101.03	\$68,772.51

July 1, 2021 – June 30, 2022

	1	2	3	4	5	6	7
A	\$26,318.60	\$27,638.49	\$29,654.87	\$30,551.32	\$31,372.85	\$32,335.95	\$32,976.08
B	\$27,155.05	\$29,763.17	\$31,748.28	\$32,515.91	\$33,488.60	\$34,337.12	\$35,096.60
C	\$28,423.91	\$30,647.39	\$32,666.88	\$33,507.49	\$34,236.38	\$35,249.95	\$36,748.46
D	\$29,571.85	\$31,510.65	\$33,589.18	\$34,465.45	\$35,193.86	\$36,373.96	\$38,575.51
E	\$30,820.75	\$32,898.23	\$35,096.20	\$35,968.54	\$36,842.98	\$37,971.60	\$39,776.56
F	\$32,132.41	\$34,449.73	\$36,895.13	\$37,794.51	\$38,748.17	\$39,890.05	\$41,664.01
G	\$33,502.90	\$35,298.92	\$38,120.11	\$39,104.07	\$40,058.87	\$41,316.18	\$43,463.51
H	\$34,540.88	\$37,023.56	\$40,048.16	\$41,335.42	\$42,288.25	\$43,790.21	\$46,693.06
I	\$36,091.16	\$38,185.20	\$41,312.79	\$42,534.71	\$43,668.89	\$45,144.76	\$47,897.22
J	\$37,279.34	\$40,901.61	\$44,321.42	\$45,393.23	\$46,591.46	\$47,812.61	\$49,979.56
K	\$38,760.60	\$42,531.46	\$46,147.28	\$47,246.39	\$48,521.98	\$49,773.40	\$52,068.40
L	\$40,216.58	\$44,279.40	\$48,144.98	\$49,292.92	\$50,589.39	\$51,903.60	\$54,519.63
M	\$41,606.33	\$46,255.64	\$50,230.73	\$51,502.53	\$52,873.03	\$54,364.55	\$58,250.82
M-W	\$41,606.33	\$46,255.64	\$50,230.74	\$51,502.53	\$52,873.03	\$54,364.55	\$58,250.82
N	\$43,716.04	\$48,836.69	\$52,826.54	\$54,364.80	\$55,667.15	\$57,503.23	\$61,495.18
O	\$45,398.93	\$50,648.28	\$56,218.76	\$57,582.13	\$58,886.72	\$60,486.36	\$63,264.56
P	\$47,261.59	\$52,791.17	\$58,408.17	\$59,872.69	\$61,187.96	\$62,899.66	\$65,369.36
Q	\$50,617.92	\$57,875.41	\$62,048.51	\$63,637.18	\$65,722.00	\$67,423.05	\$70,147.96

EXHIBIT G

LIST OF SHOP STEWARDS

The City recognizes Shop Stewards in the followings areas:

Department of Finance
Department of Parks and Recreation
Department of Public Works
Wilmington Police Department
Wilmington Fire Department
William "Hicks" Anderson Community Center
Department of Licenses and Inspections
Department of Real Estate and Housing